



Committee Members
Leticia Gonzalez
Robert Macaulay

Any individual with a disability may request special assistance by contacting the chief clerk to the board of supervisors (acting on behalf of the Madera County GSAs).

Madera County
Groundwater Sustainability Agency
(in the Madera, Chowchilla, and Delta-Mendota Subbasins)
Committee Meeting
October 7, 2025
1:30 p.m.

Meeting Location
Madera County Government Center
200 W. 4th Street, Madera CA 93637
Board of Supervisors Chambers

REMOTE PARTICIPATION
<https://us06web.zoom.us/j/87232694161>

Supporting documents relating to the items on this agenda are available through the County of Madera websites at www.maderacounty.com and maderacountywater.com. These documents are also available at the Office of the Clerk of the Board of Supervisors (acting on behalf of the Madera County GSAs), 200 West 4th Street, 4th Floor, Madera, CA 93637. Supporting documents relating to the items on this agenda that are not listed as 'Closed Session' may be submitted after the posting of the agenda and are available at the Office of the Clerk of the Board of Supervisors (acting on behalf of the Madera County GSAs). Please visit the Office of the Clerk of the Board of Supervisors (acting on behalf of the Madera County GSAs) for updates.

1. Call to Order
2. Flag Salute





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3. Public Comment – This is an opportunity for comment on items not on this agenda. This is also a place to suggest topics for future meetings. Comments can be five minutes or less.
4. Regular Business
 - a. Action Item: Approval of the Madera County Groundwater Sustainability Agency Committee Meeting Minutes from September 2, 2025.
 - b. Action Item: Consideration and recommendation to the Board of Directors to approve a Resolution adopting the Revised Delta-Mendota Subbasin Domestic Well Mitigation Policy.
 - This proposed Resolution and Policy is consistent with the authority granted under the Sustainable Groundwater Management Act (SGMA), and is exempt from CEQA under Guidelines sections 15307, 15308, and 15061(b)(3).
 - c. Action Item: Consideration and recommendation to the Board of Directors to approve Transfer of Appropriations No. 25-021 in the amount of \$100,700 transferring funds from the Appropriation for Contingency account to the Refunds and Reimbursements account to authorize payment to the Chowchilla Water District for allocation exceedance penalties collected in the Chowchilla Subbasin.
 - d. Action Item: Consideration and recommendation to the Board of Directors to approve a Resolution adopting a Policy for Allocation of Carryover Credits and Penalties During Farm Unit Reorganization
 - This proposed Resolution and Policy is consistent with the authority granted under the Sustainable Groundwater Management Act (SGMA), and is exempt from CEQA under Guidelines sections 15307, 15308, and 15061(b)(3).





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- e. Informational Item: Davids Engineering Contract with Chowchilla Water District for Demand Management and Subsidence Mitigation in the Chowchilla Subbasin
- f. Informational Item: Fiscal Year 2024-2025 Financial Analysis Update
- g. Informational Item: Domestic Well Mitigation in the Madera Subbasin
- h. Informational Item: Measurement Methods Distribution and Costs
- i. Informational Update: Demand Management Policy Options Moving Ahead

5. Directors Report

6. Adjourn





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ITEM 4.a

MINUTES

MADERA COUNTY GROUNDWATER SUSTAINABILITY AGENCY
(In the Madera, Chowchilla, and Delta-Mendota Subbasins) COMMITTEE MEETING
Tuesday, September 02, 2025; 01:30 PM
MEETING LOCATION: Madera County Government Center
200 W. 4th Street, Madera CA 93637
Board of Supervisors' Chambers
REMOTE PARTICIPATION LINK:
<https://us06web.zoom.us/j/86301588537>

Attendance:

County GSA Directors: Leticia Gonzalez, Robert Macaulay

County GSA Staff: Stephanie Anagnoson, Jeannie Habben, Lettie Tapia, Tukta Phetasa

County staff attending on behalf of the GSA: Angie Grandov, Tatiana Echeveria, Karen Scrivner, Regina Garza, Melisa DaSilva, Sarah Anderson

8 members of the public in person; 35 members of the public on Zoom

1. CALL TO ORDER: 1:30pm

Meeting was called to order by Director Gonzalez.

2. FLAG SALUTE (Item 1. Old Format)

This was led by Director Gonzalez.

3. PUBLIC COMMENT (Item 2. Old Format)

This is an opportunity for comment on items not on this agenda. This is also a place to suggest topics for future meetings. Comments can be five minutes or less.

There were four public comments.

4. REGULAR BUSINESS

a. GSA-00001: ACTION ITEM (Item 3. Old Format)

Approval of the Madera County Groundwater Sustainability Agency Committee Meeting Minutes from August 5, 2025.

Result: Motion passed
Moved: Director Macaulay
Second: Director Gonzalez
Ayes: Director Gonzalez; Director Macaulay





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b. GSA-00002: INFORMATIONAL ITEM (Item 4. Old Format)
Results on Measurement Methods (and Accounting Platform) Questionnaire and Staff Recommendation with Grower Feedback

This item was presented by Ms. Anagnoson. There were two public comments.

c. GSA-00003: ACTION ITEM (Item 5. Old Format)
Consideration and recommendation to the Board of Directors to adopt a Resolution establishing the Farm Unit Annual Changes Policy.

This item was presented by Ms. Tapia. There were three public comments.

Result: Bring back with clarification and create a worksheet
Moved: N/A
Second: N/A
Ayes: N/A

d. GSA-00004: ACTION ITEM (Item 6. Old Format)
Consideration and recommendation to the Board of Directors to adopt a Resolution establishing the 2026 – 2040 GSP-Based Allocations for the Madera County Groundwater Sustainability Agencies in the Madera, Chowchilla and Delta-Mendota Subbasins.

This item was presented by Ms. Anagnoson. There were three public comments.

Result: Motion passed
Moved: Director Macaulay
Second: Director Gonzalez
Ayes: Director Gonzalez; Director Macaulay

5. DIRECTOR'S REPORTS (7. Old Format)

Updates on recent activities were presented by Ms. Anagnoson.

6. ADJOURN (8. Old Format)
The meeting was adjourned at 2:48 p.m.





Committee Members
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ITEM 4.b

Date: October 3, 2025

To: Madera County Groundwater Sustainability Agency (GSA) Committee
Leticia Gonzalez, Robert Macaulay

From: Stephanie Anagnoson, Director of Water and Natural Resources

Subject: Action Item: Consideration and recommendation to the Board of Directors to approve a Resolution adopting the Revised Delta-Mendota Subbasin Domestic Well Mitigation Policy.

This proposed Resolution and Policy is consistent with the authority granted under the Sustainable Groundwater Management Act (SGMA), and is exempt from CEQA under Guidelines sections 15307, 15308, and 15061(b)(3).

DISCUSSION:

Background: The Sustainable Groundwater Management Act (SGMA) was signed into law on September 16, 2014. SGMA requires local agencies to form Groundwater Sustainability Agencies (GSAs), with the intent to create local control of groundwater management for the Subbasins. Furthermore, through the implementation of Groundwater Sustainability Plans (GSPs), the GSAs are required to meet sustainability goals for groundwater.

On May 13, 2017, Madera County became the GSA for the portion of the Delta-Mendota Subbasin, within the County of Madera, not already covered by another agency. The County of Madera GSA-Delta-Mendota is one of 23 GSAs in the basin. Currently, the 23 GSAs make up seven GSA Groups. Out of the seven GSA Groups in the Delta-Mendota, the County of Madera GSA-Delta-Mendota is part of the San Joaquin River Exchange Contractors GSA Group (SJREC). The seven GSA Groups formed the Coordination Committee to create and implement a subbasin wide, single GSP.

In 2024, the 23 GSAs in the Delta-Mendota Subbasin collaborated through the Coordination Committee and created the single GSP (2024 GSP). The 2024 GSP has been submitted to





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the State Water Resource Control Board (SWRCB) and the Department of Water Resources (DWR). The Delta-Mendota Subbasin GSP is currently under review by SWRCB.

Revised Domestic Well Mitigation Policy in the Delta Mendota Subbasin: The 2024 GSP included a Domestic Well Mitigation Policy. In coordination with SWRCB, the Coordination Committee has revised the Domestic Well Mitigation Policy in the GSP, to include language that addresses water quality. To implement the Revised Domestic Well Mitigation Policy, the 23 GSAs have been asked by the Coordination Committee to adopt the revised policy. The Coordination Committee hopes the adoption of the Revised Domestic Well Mitigation Policy among the 23 GSAs, will aid in the decision for SWRCB to approve the return of the Delta-Mendota Subbasin back to DWR jurisdiction.

The revised policy considers impacts to domestic wells, including small water systems defined as no more than 14 service connections. Additionally, updates have been made to the language regarding short-term emergency water supply response times. Now, reasonable efforts will be made to supply emergency water within 24 hours of submission of a complete application. Also, after additional site investigation, per GSA, reasonable efforts will be made to provide tanked water within 72 hours. This includes working with Valley Water Collaborative, Self-Help Enterprises, and other similar entities to assist with feasibility of providing water tanks.

The revised policy also identifies conditions in which domestic well mitigation is required for water quality issues. Domestic well mitigation would be required for water quality if any Project or Management Action (P/MA) by the GSA caused water quality degradation beyond the Minimum Thresholds (MTs) for the 6 constituents of concern (Total Dissolved Solids (TDS), Nitrate, Gross Alpha, Chromium VI, Arsenic, and 1,2,3-Trichloropropane (TCP)). Similarly, water quality would need to be addressed for a domestic well if groundwater levels decline below 2015 MTs and cause water quality degradation beyond water quality MTs for the 6 constituents of concern. The GSAs are also committing to avoiding water quality degradation by continuous monitoring and enforcing Pumping Reduction Plans to ensure MTs do not drop below 2015 levels. Finally, to provide permanent solutions for water quality issues, the revised policy specifies the installation of a point of use reverse osmosis system and up to three years of filter replacements, not to exceed a cost of \$2,500.

No fiscal impact. Currently the County of Madera GSA-Delta-Mendota, has no domestic wells located within the boundaries and has no funding source for domestic well mitigation.





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The original Delta-Mendota Subbasin Domestic Well Mitigation Policy is Appendix N of the final 2024 Delta-Mendota Subbasin Groundwater Sustainability Plan.

<https://deltamendota.org/final-gsp-documents/>

FISCAL IMPACT:

Currently the County of Madera GSA-Delta-Mendota, has no domestic wells located within the boundaries and has no funding source for domestic well mitigation.

ATTACHMENTS:

1. Revised Delta-Mendota Subbasin Domestic Well Mitigation Policy Resolution
2. 2024 Original Delta-Mendota Domestic Well Mitigation Appendix N
3. 2024-DM-Subbasin-Single-GSP-MOA

JC



**THE BOARD OF DIRECTORS
FOR THE COUNTY OF MADERA
GROUNDWATER SUSTAINABILITY AGENCY
DELTA-MENDOTA SUBBASIN**

In the Matter of	)	Resolution No.: <u>2025 - _____</u>
)	
THE SUSTAINABLE GROUNDWATER	)	RESOLUTION ADOPTING THE
MANAGEMENT ACT	)	DELTA-MENDOTA SUBBASIN DOMESTIC
	)	WELL MITIGATION POLICY
DELTA-MENDOTA SUBBASIN)	
_____)	

WHEREAS, the Sustainable Groundwater Management Act of 2014, Water Code sections 10720-10738 ("SGMA") was signed into law on September 16, 2014;

WHEREAS, SGMA requires that each groundwater basin be managed by a Groundwater Sustainability Agency ("GSA"), or multiple GSAs, and that such management be pursuant to an approved Groundwater Sustainability Plan ("GSP"), or multiple GSPs;

WHEREAS, SGMA provides GSAs with the authority and the technical and financial framework necessary to sustainably manage groundwater, and a GSA has the powers conferred in SGMA to provide the maximum degree of local control and flexibility consistent with the sustainability goals of SGMA;

WHEREAS, the County of Madera ("County") is the exclusive GSA for the portions of the Delta-Mendota Subbasin that are in unincorporated areas of the County and are not otherwise covered by another public agency (hereinafter referred to in the singular as the "County GSA"), and the Board of Supervisors is the ex officio Board of Directors (hereinafter "Board of Directors") for the County GSA;

WHEREAS, pursuant to Water Code section 10727, SGMA requires that a Groundwater Sustainability Plan (“GSP”), or multiple GSPs, be developed and implemented by January 31, 2020 for each high-priority basin;

WHEREAS, the Madera County Delta-Mendota GSA is a participant within the San Joaquin River Exchange Contractors GSP (the “Exchange Contractors GSP”) for the Delta-Mendota Subbasin in accordance with Water Code section 10727.2 to include all the components required by SGMA;

WHEREAS, on December 17, 2019, the Madera County Delta-Mendota GSA, adopted the Exchange Contractors GSP for the Delta-Mendota Subbasin;

WHEREAS, on or about January 23, 2020, the Exchange Contractors GSP was submitted to the Department of Water Resources (“DWR”) for review, public comment, and approval;

WHEREAS, on December 9, 2021, DWR sent a letter to the point of contact for the Delta-Mendota Subbasin (John Brodie from the San Joaquin River Exchange Contractors), indicating that DWR staff had substantially completed the initial review of the Exchange Contractors GSP, and that there were potential deficiencies that might preclude DWR from approving the GSP;

WHEREAS, on January 21, 2022, DWR sent a letter to John Brodie stating that the Exchange Contractors GSP was determined to be incomplete because (1) the Delta-Mendota Subbasin GSPs did not use the same data and methodologies, (2) the Delta-Mendota Subbasin GSPs did not establish common definitions of undesirable results in the Subbasin, (3) the Delta-Mendota Subbasin GSPs did not set sustainable management criteria in accordance with the GSP Regulations, and (4) the management

areas established in the Plan did not sufficiently address the requirements specified in 23 California Code of Regulations (“CCR”) section 354.20;

WHEREAS, in the January 21, 2022 letter, DWR represented that if the deficiencies identified in the letter were not addressed by July 20, 2022, DWR, after consultation with the State Water Resources Control Board (“SWRCB”), would determine the GSP to be inadequate, possibly triggering the state intervention process outlined in SGMA;

WHEREAS, the Exchange Contractors GSP was amended to address the deficiencies outlined in the January 21, 2022 letter from DWR, and the amended GSP was adopted by the Board in Resolution 2022-097 on July 19, 2022;

WHEREAS, following the Board action of July 19, 2022, these Plans were resubmitted by July 2022 but were subsequently found “Inadequate” by DWR in their letter dated March 2, 2023, titled “Inadequate Determination of the Revised 2020 Groundwater Sustainability Plans Submitted for the San Joaquin Valley Basin - Delta-Mendota Subbasin;”

WHEREAS, due to all six Revised 2020 Delta-Mendota GSP Plans being deemed “Inadequate” by DWR, the Delta-Mendota Subbasin is now subject to the SWRCB intervention process per the Water Code 10735 et seq. Under this statute, the SWRCB may designate a basin as “probationary” after holding a public hearing (Wat. Code § 10735.2(a));

WHEREAS, in response to DWR’s inadequate determination and prior to the SWRCB pending intervention, which could result in a probationary status, the 23 Delta-Mendota Subbasin GSAs signed a Memorandum of Agreement (MOA) on December 11, 2023, superseding the 2018 Coordination Agreement. Through the MOA, the GSAs

collectively developed a Single GSP for the Subbasin and formed a Coordination Committee to do so. The Subbasin GSAs created a Single GSP with Corrective Actions that addressed the three main Deficiencies outlined by DWR in its March 2023 letter;

WHEREAS, on August 20, 2024, the Madera County Delta-Mendota GSA, adopted the Final 2024 GSP for the Delta-Mendota Subbasin, which is currently under review by DWR;

WHEREAS, in the Final 2024 GSP the GSAs agreed to implement a Domestic Well Mitigation Policy;

WHEREAS, the Delta-Mendota Coordination Committee, in coordination with SWRCB, revised the Domestic Well Mitigation Policy to include language that addresses water quality; and

WHEREAS, the Delta-Mendota Coordination Committee has accepted the revised Domestic Well Mitigation Policy, attached hereto as Exhibit A and incorporated herein by reference, to replace the Appendix N in the Final 2024 GSP and has asked all 23 GSAs to have their Boards review and adopt the revised policy.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Madera, State of California, sitting as Board of Directors for the County of Madera GSA for the Delta-Mendota Subbasin, as follows:

1. The above Recitals are hereby incorporated by reference and are made a substantive part of this Resolution.
2. The revised Delta-Mendota Subbasin Domestic Well Mitigation Policy, which will replace Appendix N in the Final 2024 GSP, in the form presented at the Hearing and attached hereto as Exhibit A is hereby approved and adopted.

3. The Director of the County Department of Water and Natural Resources ("Department Director") is hereby authorized and directed to timely provide notification of this approval and adoption to DWR, including a copy of this Resolution, the approved revised Domestic Well Mitigation Policy to replace Appendix N in the Final 2024 GSP, and any additional information required by law.

* * * * *

The foregoing Resolution was adopted this _____ day of _____, 2025, by the following vote:

Director Wamhoff voted: _____

Director Rogers voted: _____

Director Poythress voted: _____

Director Gonzalez voted: _____

Director Macaulay voted: _____

Chair, Board of Directors

ATTEST:

Clerk, Board of Directors

Approved as to Legal Form:
COUNTY COUNSEL

Rebecca
By: **D. Wilson**
Digitally signed by: Rebecca D. Wilson
DN: CN = Rebecca D. Wilson
email = rwilson@lozanosmith.com
C = US O = Lozano Smith
Date: 2025.09.25 10:27:46 -07'00'

EXHIBIT A

Delta-Mendota Subbasin Domestic Well Mitigation Policy

Adopted: _____, 2025

The Groundwater Sustainability Agencies (GSAs) in the Delta-Mendota Groundwater Subbasin (Subbasin) have historically worked with disadvantaged communities to improve drinking water access. For example, the San Joaquin River Exchange Contractors have provided drinking water to the City of Dos Palos for nearly 100 years, because groundwater extracted in Dos Palos has historically been too salty for potable use. Nonetheless, the GSAs realize more must be done to ensure that domestic well users in the Subbasin do not face undesirable impacts from groundwater level depletion during implementation of the Delta-Mendota Groundwater Sustainability Plan (GSP), in compliance with the Sustainable Groundwater Management Act (SGMA).

This Domestic Well Mitigation Policy (Policy) was developed by the Delta-Mendota Subbasin Coordination Committee considering recommendations found in the following two public documents: *Framework for a Drinking Water Well Impact Mitigation Program* (Self Help Enterprises, et al.) and *Considerations for Identifying and Addressing Drinking Water Well Impacts* (CA Dept. of Water Resources).

Policy Purpose

This Policy will consider impacts to domestic wells, as well as water systems that supply water for domestic or residential use to no more than fourteen (14) service connections, using groundwater wells. Individual GSAs within the Subbasin may consider including additional well uses within their jurisdictional boundaries.

The purpose of the Policy is to mitigate the effects that may be felt by domestic water users whose wells have gone dry or are in imminent threat of going dry due to groundwater levels dropping as a result of groundwater management in the Subbasin. Subject to specific conditions, this Policy also addresses mitigation for water quality for domestic well users.

Pursuant to the single Subbasin Groundwater Sustainability Plan (GSP), Minimum Thresholds (MTs) for lowering of groundwater levels across the Subbasin are set at 2015 seasonal low groundwater levels. This means GSAs in the Subbasin are already committed to maintaining groundwater levels above what was measured in 2015 (“The plan may, but is not required to, address undesirable results that occurred before, and have not been corrected by, January 1, 2015.” (CWC §10727.2(b)(4))). Since implementation of the Subbasin’s original GSPs began in 2020, GSAs in the Subbasin have successfully avoided undesirable results that would occur by water levels dropping below 2015 seasonal lows. This Policy is meant to serve as a last line of defense to protect domestic groundwater users in the unlikely event that the Subbasin GSAs’ efforts fail to maintain those groundwater levels above the MTs.

Data from the California Department of Water Resources (DWR) and county records indicates that since 2015, counties within the Delta-Mendota Subbasin have received a total of only 37 well replacement applications.¹ However, as DWR notes on its website, their data comes from self-reporting on DWR’s Dry Well Reporting System, and some GSA representatives receive reports of dry wells directly from users. In these cases, groundwater users were responding directly to GSA representatives, because some GSA members (e.g., water districts and/or irrigation districts) have been engaging in well mitigation activities without formal policies or programs in their individual service areas prior to SGMA’s enactment in 2015.

¹ California’s Groundwater Live: Well Infrastructure (<https://sgma.water.ca.gov/CalGWLIVE/#wells>).

Well replacement applications were identified on the Merced County Environmental Health Department's list of domestic well permits issued for "out of water" or "low water" wells and on Stanislaus County's voluntary well reporting system. The applicable counties reported that there were two well permits identified in the Subbasin portion of Fresno County and zero from the Subbasin portion of Madera County. As mentioned above, it is unknown whether this total number includes any dry wells not reported to DWR.

Merced County permits do not disclose whether or not those reported dry wells were "out of water" due to lowered groundwater levels, collapse or other mechanical failure, or some other reason. Of the 12 well permit applications submitted to the Stanislaus County system for the Subbasin since 2015, four were reported as dry wells, six were either undefined or outage reports, and two were other issues including well casing failure and/or sediment intrusion. Of the two replacement well permit applications for the Fresno County portion of the Subbasin, one was an agricultural production well, not a domestic supply well. There is no indication of the reason for the well replacement requests.

In summary, during the last 10 years, fewer than 40 wells across the nearly 1,200 square miles of the Subbasin have been reported dry or applied for replacement. Though it is known that not all of those were drinking water wells, the exact number of drinking water wells replaced since 2015 is unknown due to a lack of information collected on the replacement well permit applications.

Policy Eligibility

This Policy primarily applies to landowners using groundwater for domestic health and safety supply purposes as of November 19, 2024, the date the revised Subbasin GSP was adopted by all GSAs. Though owners of all types of wells are eligible to file for relief under the Policy, relief is not guaranteed and will be subject to analysis by the applicable GSA where a claim for relief is filed and pursuant to the provisions of Executive Order N-3-23. Well owners must participate or agree to participate in a GSA's Well Registration Policy/Program to be eligible for mitigation, if such a policy exists or is developed.

This Policy does not apply to wells installed after the date of GSP adoption, if the well(s) is/are installed at a screen interval depth shallower than minimum threshold levels or in areas with known degraded water quality conditions, as designated by the applicable GSA.

Public Outreach

Initial stakeholder outreach was conducted during the development of the Policy and the Subbasin single GSP. The Policy was discussed in open and public meetings of the various GSAs and at open and public meetings of the Coordination Committee. A draft of the Policy was posted to the Subbasin's SGMA website (www.deltamendota.org) as both a separate item and as a part of the draft single GSP. The public was able to submit written comments on the Policy and the single GSP through the website.

This Policy was discussed during public meetings designed to secure input on both the Policy and the single GSP. Both verbal and written comments were accepted at the meetings. The comments received were summarized and published on the Subbasin website. Finally, comments on the Policy, as well as responses from the Subbasin Coordination Committee, were addressed in the adopted single GSP, which contains the Policy.

Discussion of the Policy status and implementation will be placed on the Subbasin Coordination Committee meeting agendas no less than quarterly during GSP implementation. Similarly, the Policy may be placed on each of the Subbasin GSAs' governing bodies' agendas at least semi-annually during the first year of single GSP implementation. The Policy will be available on the Subbasin SGMA website with relevant information such as electronic instructions for filing an application and a form to submit the

application electronically via the website. GSAs may place the Policy on their own websites or have a link on their websites that directs interested persons to the Subbasin SGMA website.

As part of the GSP's Pumping Reduction Plan (PRP; see Chapter 16 of the GSP), the Subbasin Coordination Committee will review current or projected exceedances of the MT for groundwater levels and water quality reported by GSAs, at regularly scheduled Coordination Committee public meetings. In the event a groundwater level reading or a water quality sample for the GSP's constituents of concern (COC) at a representative monitoring well (RMW) exceeds its respective MTs as a result of GSA actions and projects, GSAs may contact well users/owners within an up to three (3)-mile radius of the RMW to alert them of the MT exceedance and provide them with information and resources in the event their well is impacted. Each GSA has developed criteria, a notification method, and protocols to address such situations within its jurisdictional boundaries. However, typical templates for such notices are provided as attachments to this Policy. An up to three (3)-mile radius was selected because it is consistent with the average radius of coverage of each RMW in the Subbasin.

If the RMW is near the jurisdictional boundary between two or more GSAs, the GSA where the well is physically located will notify the adjacent GSA(s) of the potential impact to well owners located in that adjacent GSA's jurisdictional area. The GSAs will cooperate according to the terms of the Adaptive Management Framework in the Subbasin Memorandum of Agreement (MOA) on any costs associated with notification.

Any notification provided to well users/owners pursuant to the above will include information on this Policy and how and where to file a claim for mitigation. Other information that may be included and/or requested in the notification will be determined by the individual GSAs.

Plan Area

For a full description of the Subbasin Plan Area, please refer to GSP Chapter 5, which may also be found at www.deltamendota.org.

Well Completion Report (WCR) records compiled by DWR indicate an estimated 2,295 domestic wells, 81 public supply wells, and 514 other production wells are located in the Subbasin as of November 19, 2024. This DWR dataset is known to have limitations, but is accepted as a conservative estimate of the number of wells installed within the Public Land Survey System (PLSS) sections that fall within the Subbasin. Additionally, this Policy recognizes that it is likely that wells included in DWR's WCR data set:

- May not currently be in use;
- Are inaccurately located; and/or
- Have inaccurate well construction and/or destruction information.

Given these assumptions and limitations, for the purposes of this Policy, the Coordination Committee conservatively estimates that there are 2,890 wells in the Subbasin as of November 19, 2024. From 2015 to the end of 2024, there have been only 37 known applications for replacement wells in the Subbasin. The reasons for those well replacement applications (e.g., dewatering from over-pumping, mechanical failure, etc.) are unknown.

Monitoring Network

There are 110 wells in the representative monitoring network for water levels for the Subbasin, which the GSAs use to monitor groundwater levels. Of those, 60 wells are in the upper aquifer and 50 wells are in the lower aquifer. There are 85 wells in the representative monitoring network for water quality for the Subbasin, which the GSAs use to monitor groundwater quality. Of those, 46 wells are in the upper aquifer and 39 wells are in the lower aquifer. Most rural domestic drinking water wells are assumed to be

in the upper aquifer, while most municipal and small water system supply wells are assumed to be in the lower aquifer. Agricultural wells are known to be in both the upper and lower aquifers, with some being “composite” wells (with screen intervals in both the upper and lower aquifers).

The distribution of domestic supply wells across the Subbasin and distribution of the Subbasin’s monitoring network wells provide a suitable framework for evaluating the potential for domestic supply wells to become dewatered due to lowering of groundwater levels or impacted by water quality degradation caused by GSAs’ actions and projects. As previously noted in the “Public Outreach” section of this Policy, the Coordination Committee reviews possible MT exceedances or trends in the representative monitoring network following the requirements of the PRP. This will help GSAs avoid potential dewatering of domestic wells or degrading their water quality beyond MTs within their boundaries as a result of GSA actions and projects.

Using a stochastic predictive modeling process to assess potential well impacts and current MT (2015 water levels) exceedances at 25% of representative monitoring wells, the Subbasin could potentially experience 28 total “production” wells dewatered. That leads to an estimated average of three drinking water wells per year *across the Subbasin* during implementation of the GSP through 2040. This estimation supports the approximate current number of replacement well permit applications identified in records from the counties in the Subbasin.

Well Mitigation Process – Water Levels

GSAs will conduct public education and outreach to notify landowners as to how and where to file an application for assistance, and the information that the GSA will require to evaluate the mitigation application. Copies of the application form will be included with education and outreach materials.

Upon receiving a completed application, the receiving GSA, or its representative, will conduct a preliminary review of the application to determine completeness. The applicant will be notified within twenty-four (24) hours, and the GSA will subsequently document such notification, if the application is complete or if there is any further information needed to evaluate the application. If deemed complete and appearing to meet all the requirements to receive assistance, the receiving GSA will provide a short-term emergency water supply to domestic well users as soon as reasonably possible, and will make all reasonable efforts to do so within twenty-four (24) hours of submission of a complete application. Short-term emergency water supplies shall consist of the delivery of bottled water and, after a site investigation, the delivery and installation of water tanks on a case-by-case basis at the GSA’s discretion; all reasonable efforts made to provide tanked water within seventy-two (72) hours. The GSAs also commit to working with Self Help Enterprises, Valley Water Collaborative, or similar entities, to assist with the feasibility of providing water tanks.

The short-term emergency water supply will be provided by the GSA at the location of the de-watered well. The GSA in which the well is located will be responsible for providing the short-term emergency water supply and the costs for the investigation. However, if it is determined that over-pumping is the result of another GSA, the GSAs will follow the Adaptive Management Framework process regarding cost sharing (Delta-Mendota Subbasin MOA, Article VII, Article X, Article XIII, and/or Exhibit “C”).

The GSA(s) may develop a professional well assessment report including, but not limited to: age of the well; well construction information (including pump depth, screening intervals, and pipe type [material]) and thickness; well maintenance information; indication of past well performance and any recent performance changes; any recent changes in well use or related land use; and, other additional information as necessary to determine if the failure is caused by declining water levels and/or GSA projects or groundwater management actions.

The GSA's preliminary review of a well mitigation application will consist of all of the following:

- A review of well construction information,
- A review of well and pump maintenance records,
- A review of historic water level data for nearby representative monitoring network wells,
- A review of nearby known production well information,
- A review of nearby land use and any recent land use changes, and/or
- An analysis of nearby conjunctive use activity (if known).

If the nearest representative monitoring network well does not represent water level data that can be used as evidence for consideration of the applicant's claim, a GSA may review additional data from other wells in the monitoring network, or supplemental data from DWR and/or local agencies to support the preliminary review analysis.

If, after completion of the preliminary review, a GSA determines a well is eligible for mitigation, the GSA will measure water levels in the applicant's well and in representative monitoring wells in the area, and will perform a field investigation. To be eligible for mitigation assistance, the applicant must consent to the field investigation/inspection and execute an appropriate release with the GSA. Failure to consent to the field investigation/inspection and/or execute an appropriate release voids the application for mitigation. The field investigation may include, but is not limited to:

- Removing a pump to measure intake depth, well bottom, and static water level,
- Conducting a video log,
- Modifying the wellhead to measure static and pumping level,
- Investigating the site for consolidation feasibility, and/or
- Investigating nearby land and water use.

The field investigation may show the well as ineligible for mitigation. Such criteria indicating ineligibility include, but are not limited to:

- Pump failure,
- Clogged screens,
- Well pipe and/or casing failure or collapse which are unrelated to lowering groundwater levels or other potential GSA actions,
- Other maintenance-related well or pump issues which are unrelated to lowering of groundwater levels or other potential GSA actions, or
- Normal wear and tear based on the age of the well.

The GSA will notify the applicant if the well is ineligible for mitigation and subsequently document such notification. This finding will also be included in the Subbasin's Annual Report.

If the applicant desires to appeal the results of the GSA's investigation, the applicant may do so in writing to the Delta-Mendota Subbasin Coordination Committee. The Coordination Committee shall create an ad hoc committee of no more than three members to review the GSA's written investigation, obtain additional data if necessary, and either (a) confirm the findings of the GSA, (b) provide guidance to the GSA and request further review by the GSA, or (c) propose to the Coordination Committee that it adopts its own findings. If the Coordination Committee chooses to adopt its own findings and recommendations, those shall be binding upon the GSA, to the extent allowed by the Memorandum of Agreement.

If, after the field investigation, a GSA determines a well is eligible for mitigation, the GSA will work with the well owner/landowner on a solution appropriate for the site (each, a "Mitigation Measure"). Such Mitigation Measures may include, but are not limited to, the following:

- Lowering the well pump or otherwise modifying pump equipment,
- Deepening the well if the existing well has an open bottom,
- Installing a new well,
- Assisting landowner with facilitating a connection to an existing municipal or community water system or other water supply, if feasible, or
- Other appropriate mitigation as may be agreed to by both parties.

If the applicant disagrees with the proposed Mitigation Measure(s), a technically qualified third party agreed to by the GSA and applicant may facilitate and recommend a mutually agreeable Mitigation Measure(s). The GSA has the right to identify which Mitigation Measure(s) is optimal on a case-by-case basis. The technically qualified third party's role is to provide a recommendation. The appropriate GSA Board and/or Manager shall approve the application before any well mitigation (other than provision of emergency drinking water) begins.

The applicant must sign a Mitigation and Indemnification (MI) Agreement prior to the GSA commencing the Mitigation Measure. Terms of the MI Agreement will depend on the nature of the Mitigation Measure provided. New wells will be required to meet state and county well drilling standards and comply with Executive Order N-3-23. In order to be eligible for mitigation from a GSA, the MI agreement may stipulate minimum criteria in addition to state and county requirements for new wells as they apply to GSA review and the opinion granted under EO N-3-23. Criteria may include well construction materials, minimum depth beyond 2015 seasonal low groundwater level measurements, and/or screening interval levels, among other potential criteria.

At its discretion and in the event a new well is installed as mitigation for a failed well, the GSA may choose to convert the abandoned well into a monitoring well. Such provision(s) may be included in the MI Agreement and agreed to by both parties. In such a case, the MI Agreement shall grant access by the property owner to the GSA for the monitoring well for SGMA data gathering and compliance activities, and ownership of the abandoned and converted monitoring well will revert to the GSA. Terms and conditions for access to the monitoring well may be negotiated between the GSA and the well's former owner.

If the well will be abandoned as part of a Mitigation Measure agreed to by the GSA and will not be converted to a monitoring well under SGMA, the cost for sealing/destroying the well shall be borne by the GSA as part of the Mitigation Measure.

Water Quality Mitigation

The Delta-Mendota Subbasin is known to have widespread degraded water quality due to naturally occurring conditions (i.e., geology). As such, in coordination with the State Water Resources Control Board (SWRCB), the Delta-Mendota Subbasin GSAs have identified six COCs for consideration in the Basin's GSP development and implementation: Total Dissolved Solids (TDS), Nitrate, Gross Alpha, Chromium VI, Arsenic, and 1,2,3-Trichloropropane (TCP).

The GSAs have identified the following conditions under which domestic well mitigation for water quality and related actions will occur.

- *Condition 1.* If groundwater levels remain above the MTs, which are set at 2015 levels, then additional water quality mitigation beyond what is currently committed to in the GSA's respective PRPs is not required, except pursuant to Condition 2.
- *Condition 2.* If a GSA's implementation of Projects or Management Actions (P/MAs) to achieve sustainability causes water quality degradation beyond the water quality MTs at a domestic well for Nitrate, Gross Alpha, Chromium VI, Arsenic, or 1,2,3-TCP (as determined based on the monitoring and management processes laid out in the applicable PRP and the Basin MOA), then

the GSAs will mitigate the impacted domestic well. Impacts from TDS will be addressed through the complementary CV-Salts program, as detailed in the Memorandum of Understanding with Valley Water Collaborative (VWC MOU).

- *Condition 3.* If groundwater levels decline below the MTs, which are set at 2015 levels, and this causes water quality degradation beyond the water quality MT at a domestic well for Gross Alpha, Chromium VI, Arsenic, or 1,2,3-TCP (as determined based on the monitoring and management processes laid out in the applicable PRP and Basin MOA), then the GSAs will mitigate the impacted domestic well. Impacts from Nitrate and TDS will be addressed through the complementary CV-Salts program, as detailed in the VWC MOU.
- *Condition 4.* If groundwater levels remain above MTs, which are set at 2015 levels, the GSAs will continue to implement the PRPs which include monitoring, management and mitigation commitments, including evaluation of water level and water quality trends to proactively address and avoid water quality impacts to domestic wells from GSA P/MAs.

The application, review, and field investigation process for water quality mitigation shall follow the same procedures established in the Well Mitigation Policy for water levels, including submission requirements, field access and consent, investigation protocols, eligibility criteria, and documentation of findings. GSAs retain the authority to conduct technical investigations consistent with their jurisdictional responsibilities and to determine eligibility for water quality mitigation in accordance with this Policy.

Any short-term or emergency water supply associated with a water quality impact will be provided in accordance with the timelines and procedures outlined in the Well Mitigation Policy for Water Levels. The right to appeal, the formation and function of an ad hoc committee by the Coordination Committee, and the process for binding decisions shall also apply to water quality mitigation determinations.

Pursuant to the PRPs and the Basin MOA, technical analysis regarding causality will be conducted on behalf of the GSA by a qualified technical professional using statistical and/or field verification and/or modeling approaches. Findings will be presented to the Coordination Committee (or designated sub-committee) for review and concurrence.

If the findings of the technical analysis determine that the water quality impacts in a domestic well were caused by GSA P/MAs, the applicable GSA will fund a total not to exceed cost of \$2,500 per impacted domestic well for the installation of a point-of-use reverse osmosis system and up to three (3) years of filter replacements, or other mutually agreed alternative including but not limited to providing bottled water or connection to another existing water system, pursuant to the MI Agreement described above. The applicant must sign a MI Agreement prior to the GSA commencing the Mitigation Measure. The current Well Mitigation Fund (which requires replenishment of any used funds) will also be used to support such water quality mitigation.

GSAs in the Delta-Mendota Subbasin desire to mitigate/compensate for legitimate impacts resulting from GSA management actions failing to maintain water levels at or above 2015 seasonal lows. As noted in the "Plan Area" section of this Policy, a total of only 37 replacement well applications were received by counties in the Subbasin since 2015. However, it is unknown how many of those wells, if any, were dewatered due to the groundwater levels falling below 2015 seasonal low levels, or how many of those are wells for domestic use.

Individual GSAs will fund the mitigation of wells within their boundaries upon determining whether Mitigation Measures pursuant to this Policy are appropriate and justified as detailed in the "Well Mitigation Process" section. In some cases, where historical wells are impacted, adjustments may be made for equipment depreciation. All costs to mitigate claimed impacts at a well site will be initially allocated to the applicable GSA where the well is located.

In the event of interbasin or intra-basin disagreements for determining responsibility for dewatering of a domestic well, Subbasin GSAs shall follow the Adaptive Management Framework processes as outlined in the executed MOA, including Article VII, Article X, Article XIII, and/or Exhibit C therein.

Though the stochastic predictive modeling indicates no more than three domestic wells in the Subbasin will be dewatered annually due to groundwater management activities, GSAs in the Subbasin will establish a common financial account sufficient to annually mitigate ten (10) domestic wells. A limit of ten (10) wells annually was selected because it reflects the undesirable result for lowering of groundwater levels in the GSP.

Not all GSAs in the Subbasin have domestic wells located within their jurisdictional areas. However, the seven GSA groups that are represented on the Delta-Mendota Subbasin Coordination Committee agree to equally fund a common account to a total of \$300,000.² Costs to fund this reasonably prudent reserve will be split based on Coordination Committee costs identified in the MOA and will be funded over three (3) years (i.e. \$100,000 per year, until the fund reaches \$300,000). Funds from the common financial account may be used only for approved Mitigation Measure costs. GSAs receiving funds will be required to repay the total amount withdrawn.

Subject to the provisions in the previous section (Well Mitigation Process), individual GSAs will be responsible for all other costs for implementing this Policy, including but not limited to: preliminary review, a professional well assessment report, a field investigation, and/or emergency water supply expenses. Specific escrow instructions for use of the common account will be developed.

Other Resources

If an application requires immediate action, qualifies only for partial mitigation, or receives no mitigation by a GSA, there are other programs that may assist well owners, especially for rural domestic/*de minimus* wells.

- Self Help Enterprises has a water sustainability program that includes tank water access, domestic well repair or replacement, and water system connections. Their services are free, based on income eligibility and other qualifications. They may be contacted at 1-559-802-1865 or visit their website at <https://www.selfhelpenterprises.org/programs/emergency-services/water-sustainability/>.
- California's Office of Emergency Services recommends residents contact their County Office of Emergency Services to begin the process of seeking assistance with drinking water wells that go dry.
- The State Water Resources Control Board manages the Safe and Affordable Funding for Equity and Resilience (SAFER) Program. The SAFER Program provides assistance with interim drinking water supplies, emergency repairs, technical assistance, administrators, planning, operations and maintenance and construction projects via various funding sources.
- Additionally, the GSAs in the Subbasin will commit to working with the existing coalitions and drainage authorities who provide support to domestic well owners whose wells are negatively impacted by water quality degradation.

Summary

This Well Mitigation Policy formalizes a process that landowners and GSAs in the Subbasin have voluntarily subscribed to, in some cases for over 100 years. GSA members do not want the wells of their

² Recent (5/2/2024) cost estimates for domestic well replacement vary from a low of less than \$15,000/well up to \$30,000/well.

constituents, employees, neighbors, friends, and families to go dry or otherwise be impacted. That is why GSAs in the Subbasin are committed to keeping groundwater levels above 2015 historic low levels.

This Policy describes the process well owners can follow to apply for mitigation/assistance if their wells go dry or have water quality impacts due to projects or groundwater management actions of the GSAs under SGMA. It specifies the process GSAs across the Subbasin may follow if there are indications that a representative monitoring well is nearing MTs, and the process GSAs and well owners will follow in the event a drinking water well goes dry or has a water quality impact for specific COCs.

As previously noted, since 2015, only 37 replacement well applications were received across the Subbasin. County records do not indicate whether wells were replaced due to groundwater levels falling or for other reasons. GSAs in the Subbasin are committed to eliminating the need for this Policy by maintaining groundwater levels above 2015 thresholds and managing the Subbasin's groundwater sustainably.

Domestic well owners are encouraged to be aware of information on local groundwater conditions as provided by local GSAs and the State of California. In particular, DWR has a website dedicated to keeping domestic well owners informed about resources needed to maintain and protect domestic water supply. This includes information about well maintenance and other assistance via DWR's "Be Well Prepared" website, which can be found at the following link: [Be Well Prepared \(ca.gov\)](https://www.water.ca.gov/be-well-prepared/).

The Delta-Mendota Subbasin Coordination Committee shall review this Policy at least every five (5) years.



Appendix N

Well Mitigation Policy

Delta-Mendota Subbasin Domestic Well Mitigation Policy

Adopted: _____, 2024

The Groundwater Sustainability Agencies (GSAs) in the Delta-Mendota Groundwater Subbasin (Subbasin) have historically worked with disadvantaged communities to improve drinking water access. For example, the San Joaquin River Exchange Contractors have provided drinking water to the City of Dos Palos for nearly 100 years, because groundwater extracted in Dos Palos has historically been too salty for potable use. Nonetheless, the GSAs realize more must be done to ensure that domestic well users in the Subbasin do not face undesirable impacts from groundwater level depletion during implementation of the Delta-Mendota Groundwater Sustainability Plan (GSP), in compliance with the Sustainable Groundwater Management Act (SGMA).

This Domestic Well Mitigation Policy (Policy) was developed by the Delta-Mendota Subbasin Coordination Committee considering recommendations found in the following two public documents: *Framework for a Drinking Water Well Impact Mitigation Program* (Self Help Enterprises, et al.) and *Considerations for Identifying and Addressing Drinking Water Well Impacts* (CA Dept. of Water Resources).

Policy Purpose

This Policy will consider impacts to domestic and small community water system wells. Individual GSAs within the Subbasin may consider including additional well uses within their jurisdictional boundaries.

The purpose of the Policy is to mitigate the effects that may be felt by domestic water users whose wells have gone dry or are in imminent threat of going dry due to groundwater levels dropping as a result of groundwater management in the Subbasin.

Pursuant to the single Subbasin Groundwater Sustainability Plan (GSP), Minimum Thresholds (MTs) for lowering of groundwater levels across the Subbasin are set at 2015 seasonal low groundwater levels. This means GSAs in the Subbasin are already committed to maintaining groundwater levels above what was measured in 2015 ("The plan may, but is not required to, address undesirable results that occurred before, and have not been corrected by, January 1, 2015." (CWC §10727.2(b)(4)). Since implementation of the Subbasin's original GSPs began in 2020, GSAs in the Subbasin have successfully avoided undesirable results that would occur by water levels dropping below 2015 seasonal lows. This Policy is meant to serve as a last line of defense to protect domestic groundwater users in the unlikely event that the Subbasin GSAs' efforts fail to maintain those groundwater levels above the MTs.

Data from the California Department of Water Resources (DWR) and county records indicates that since 2015, counties within the Delta-Mendota Subbasin have received a total of only 37 well replacement applications.¹ However, as DWR notes on its website, their data comes from self-reporting on DWR's Dry Well Reporting System, and some GSA representatives receive reports of dry wells directly from users. In these cases, groundwater users were responding directly to GSA representatives, because some GSA members (e.g., water districts and/or irrigation districts) have been engaging in well mitigation activities without formal policies or programs in their individual service areas prior to SGMA's enactment in 2015.

Well replacement applications were identified on the Merced County Environmental Health Department's list of domestic well permits issued for "out of water" or "low water" wells and on Stanislaus County's voluntary well reporting system. The applicable counties reported that there were

¹ California's Groundwater Live: Well Infrastructure (<https://sgma.water.ca.gov/CalGWLIVE/#wells>).

two well permits identified in the Subbasin portion of Fresno County and zero from the Subbasin portion of Madera County. As mentioned above, it is unknown whether this total number includes any dry wells not reported to DWR.

Merced County permits do not disclose whether or not those reported dry wells were “out of water” due to lowered groundwater levels, collapse or other mechanical failure, or some other reason. Of the 12 well permit applications submitted to the Stanislaus County system for the Subbasin since 2015, four were reported as dry wells, six were either undefined or outage reports, and two were other issues including well casing failure and/or sediment intrusion. Of the two replacement well permit applications for the Fresno County portion of the Subbasin, one was an agricultural production well, not a domestic supply well. There is no indication of the reason for the well replacement requests.

In summary, during the last 10 years, fewer than 40 wells across the nearly 1,200 square miles of the Subbasin have been reported dry or applied for replacement. Though it is known that not all of those were drinking water wells, the exact number of drinking water wells replaced since 2015 is unknown due to a lack of information collected on the replacement well permit applications.

Policy Eligibility

This Policy primarily applies to landowners using groundwater for domestic health and safety supply purposes as of August ___, 2024, the date the revised Subbasin GSP was adopted. Though owners of all types of wells are eligible to file for relief under the Policy, relief is not guaranteed and will be subject to analysis by the applicable GSA where a claim for relief is filed and pursuant to the provisions of Executive Order N-3-23. Well owners must participate or agree to participate in a GSA’s Well Registration Policy/Program to be eligible for mitigation, if such a policy exists or is developed.

This Policy does not apply to wells installed after the date of GSP adoption, if the well(s) is/are installed at a screen interval depth shallower than minimum threshold levels as designated by the applicable GSA as part of the GSA’s required review of well permit applications under state law.

Public Outreach

Initial stakeholder outreach was conducted during the development of the Policy and the Subbasin single GSP. The Policy was discussed in open and public meetings of the various GSAs and at open and public meetings of the Coordination Committee. A draft of the Policy was posted to the Subbasin’s SGMA website (www.deltamendota.org) as both a separate item and as a part of the draft single GSP. The public was able to submit written comments on the Policy and the single GSP through the website.

This Policy was discussed during 31 public meetings designed to secure input on both the Policy and the single GSP. Both verbal and written comments were accepted at the meetings. The comments received were summarized and published on the Subbasin website. Finally, comments on the Policy, as well as responses from the Subbasin Coordination Committee, were addressed in the adopted single GSP, which contains the adopted Policy.

Discussion of the Policy status and implementation will be placed on the Subbasin Coordination Committee meeting agendas no less than quarterly during GSP implementation. Similarly, the Policy may be placed on each of the Subbasin GSAs’ governing bodies’ agendas at least semi-annually during the first year of single GSP implementation. The Policy will be available on the Subbasin SGMA website with relevant information such as electronic instructions for filing an application and a form to submit the application electronically via the website. GSAs may place the Policy on their own websites or have a link on their websites that directs interested persons to the Subbasin SGMA website.

As part of the GSP Adaptive Management Framework (see Appendix D, the Delta-Mendota Subbasin MOA, Exhibit “C” at www.deltamendota.org), the Subbasin Coordination Committee will review groundwater level readings at least twice annually during a regularly scheduled public meeting. In the unlikely event a groundwater level reading at a representative monitoring well (RMW) gets to within ten percent (10%) of its minimum threshold (MT), GSAs may contact well users/owners within a one quarter (1/4) mile radius of the RMW to begin collecting well data in the event a well goes dry to expedite the mitigation process described below. Each GSA may develop criteria, a notification method, and protocols to address such situations within its jurisdictional boundaries. A one quarter (1/4) mile radius was selected because it is consistent with the distance used as a part of the Subbasin’s pumping reduction strategy for subsidence mitigation.

For example, if the MT of an RMW well is 100 feet below ground surface (bgs), and a September well level measurement returns a reading of 90 feet bgs, the GSA may post information to its website that domestic well owners in a specific area may be affected. By internal policy, the GSA may also send postcard mailings to known domestic well owners within a one quarter (1/4) mile radius of the RMW. If the RMW is near the jurisdictional boundary between two or more GSAs, the GSA where the well is physically located will notify the adjacent GSA(s) of the potential impact to well owners located in that adjacent GSA’s jurisdictional area. The GSAs will cooperate according to the terms of the Adaptive Management Framework in the Subbasin MOA on any costs associated with notification.

Any notification provided to well users/owners pursuant to the above will include information on this Policy and how and where to file a claim for mitigation. Other information that may be included and/or requested in the notification will be determined by the individual GSAs.

Plan Area

For a full description of the Subbasin Plan Area, please refer to GSP Chapter 5, which may also be found at www.deltamendota.org.

Well Completion Report (WCR) records compiled by DWR indicate an estimated 2,295 domestic wells, 81 public supply wells, and 514 other production wells are located in the Subbasin as of the date this Policy is adopted. This DWR dataset is known to have limitations, but is accepted as a conservative estimate of the number of wells installed within the Public Land Survey System (PLSS) sections that fall within the Subbasin. Additionally, this Policy recognizes that it is likely that wells included in DWR’s WCR data set:

- May not currently be in use;
- Are inaccurately located; and/or
- Have inaccurate well construction and/or destruction information.

Given these assumptions and limitations, for the purposes of this Policy, the Coordination Committee conservatively estimates that there are 2,890 wells in the Subbasin as of the date of Policy adoption. From 2015 to the adoption date of this Policy, there have been only 37 known applications for replacement wells in the Subbasin. The reasons for those well replacement applications (e.g., dewatering from over-pumping, mechanical failure, etc.) are unknown.

Monitoring Network

There are 110 wells in the representative monitoring network for the Subbasin, which the GSAs use to monitor groundwater levels. Of those, 60 wells are in the upper aquifer and 50 wells are in the lower aquifer. Most rural domestic drinking water wells are assumed to be in the upper aquifer, while most municipal and small water system supply wells are assumed to be in the lower aquifer. Agricultural wells are known to be in both the upper and lower aquifers, with some being “composite” wells (with screen intervals in both the upper and lower aquifers).

The distribution of domestic supply wells across the Subbasin and distribution of the Subbasin's monitoring network wells provide a suitable framework for evaluating the potential for domestic supply wells to become dewatered due to lowering of groundwater levels. As previously noted in the "Public Outreach" section of this Policy, the Coordination Committee reviews possible MT exceedances or trends in the representative monitoring network. This will help GSAs avoid potential dewatering of domestic wells within their boundaries.

Using a stochastic predictive modeling process to assess potential well impacts and current MT (2015 water levels) exceedances at 25% of representative monitoring wells, the Subbasin could potentially experience 28 total "production" wells dewatered. That leads to an estimated average of three drinking water wells per year *across the Subbasin* during implementation of the GSP through 2040. This estimation supports the approximate current number of replacement well permit applications identified in records from the counties in the Subbasin.

Well Mitigation Process

GSAs will conduct public education and outreach to notify landowners as to how and where to file an application for assistance, and the information that the GSA will require to evaluate the mitigation application. Copies of the application form will be included with education and outreach materials.

Upon receiving a completed application, the receiving GSA, or its representative, will conduct a preliminary review of the application to determine completeness. The applicant will be notified within two (2) business days, and the GSA will subsequently document such notification, if the application is complete or if there is any further information needed to evaluate the application. If deemed complete and appearing to meet all the requirements to receive assistance, the receiving GSA will provide a short-term emergency water supply to domestic well users as soon as reasonably possible, but in all cases within two (2) business days of submission of a complete application, if then-available data suggests a domestic supply well has been de-watered due to extraction in an area of influence. Short-term emergency water supplies shall consist of the delivery of bottled water and, after a site investigation, the delivery and installation of water tanks on a case-by-case basis at the GSA's discretion. The GSAs also commit to work with Self Help Enterprises, or similar entities, to assist with the feasibility of providing water tanks.

The short-term emergency water supply will be provided by the GSA at the location of the de-watered well. The GSA in which the well is located will be responsible for providing the short-term emergency water supply and the costs for the investigation. However, if it is determined that over-pumping is the result of another GSA, the GSAs will follow the Adaptive Management Framework process regarding cost sharing (Delta-Mendota Subbasin MOA, Article VII, Article X, Article XIII, and/or Exhibit "C").

The GSA(s) may develop a professional well assessment report including, but not limited to: age of the well; well construction information (including pump depth, screening intervals, and pipe type [material]) and thickness; well maintenance information; indication of past well performance and any recent performance changes; any recent changes in well use or related land use; and, other additional information as necessary to determine if the failure is caused by declining water levels and/or GSA groundwater management actions.

The GSA's preliminary review of a well mitigation application will consist of all of the following:

- A review of well construction information,
- A review of well and pump maintenance records,
- A review of historic water level data for nearby representative monitoring network wells,
- A review of nearby known production well information,

- A review of nearby land use and any recent land use changes, and/or
- An analysis of nearby conjunctive use activity (if known).

If the nearest representative monitoring network well does not represent water level data that can be used as evidence for consideration of the applicant's claim, a GSA may review additional data from other wells in the monitoring network, or supplemental data from DWR and/or local agencies to support the preliminary review analysis.

If, after completion of the preliminary review, a GSA determines a well is eligible for mitigation, the GSA will measure water levels in the applicant's well and in representative monitoring wells in the area, and will perform a field investigation. To be eligible for mitigation assistance, the applicant must consent to the field investigation/inspection and execute an appropriate release with the GSA. Failure to consent to the field investigation/inspection and/or execute an appropriate release voids the application for mitigation. The field investigation may include, but is not limited to:

- Removing a pump to measure intake depth, well bottom, and static water level,
- Conducting a video log,
- Modifying the wellhead to measure static and pumping level,
- Investigating the site for consolidation feasibility, and/or
- Investigating nearby land and water use.

The field investigation may show the well as ineligible for mitigation. Such criteria indicating ineligibility include, but are not limited to:

- Pump failure,
- Clogged screens,
- Well pipe and/or casing failure or collapse which are unrelated to lowering groundwater levels or other potential GSA actions,
- Other maintenance-related well or pump issues which are unrelated to lowering of groundwater levels or other potential GSA actions, or
- Normal wear and tear based on the age of the well.

The GSA will notify the applicant if the well is ineligible for mitigation and subsequently document such notification. This finding will also be included in the Subbasin's annual report.

If the applicant desires to appeal the results of the GSA's investigation, the applicant may do so in writing to the Delta-Mendota Subbasin Coordination Committee. The Coordination Committee shall create an ad hoc committee of no more than three members to review the GSA's written investigation, obtain additional data if necessary, and either (a) confirm the findings of the GSA, (b) provide guidance to the GSA and request further review by the GSA, or (c) propose to the Coordination Committee that it adopts its own findings. If the Coordination Committee chooses to adopt its own findings and recommendations, those shall be binding upon the GSA, to the extent allowed by the Memorandum of Agreement.

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- Lowering the well pump or otherwise modifying pump equipment,
- Deepening the well if the existing well has an open bottom,
- Installing a new well,
- Assisting landowner with facilitating a connection to an existing municipal or community water system or other water supply, if feasible, or

- Other appropriate mitigation as may be agreed to by both parties.

If the applicant disagrees with the proposed Mitigation Measure(s), a technically qualified third party agreed to by the GSA and applicant may facilitate and recommend a mutually agreeable Mitigation Measure(s). The GSA has the right to identify which Mitigation Measure(s) is optimal on a case-by-case basis. The technically qualified third party's role is to provide a recommendation. The appropriate GSA Board and/or Manager shall approve the application before any well mitigation (other than provision of emergency drinking water) begins.

The applicant must sign a Mitigation and Indemnification (MI) Agreement prior to the GSA commencing the Mitigation Measure. Terms of the MI Agreement will depend on the nature of the Mitigation Measure provided. New wells will be required to meet state and county well drilling standards and comply with Executive Order N-3-23. In order to be eligible for mitigation from a GSA, the MI agreement may stipulate minimum criteria in addition to state and county requirements for new wells as they apply to GSA review and the opinion granted under EO N-3-23. Criteria may include well construction materials, minimum depth beyond 2015 seasonal low groundwater level measurements, and/or screening interval levels, among other potential criteria.

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If the well will be abandoned as part of a Mitigation Measure agreed to by the GSA and will not be converted to a monitoring well under SGMA, the cost for sealing/destroying the well shall be borne by the GSA as part of the Mitigation Measure.

Funding

GSAs in the Delta-Mendota Subbasin desire to mitigate/compensate for legitimate impacts resulting from GSA management actions failing to maintain water levels at or above 2015 seasonal lows. As noted in the "Plan Area" section of this Policy, a total of only 37 replacement well applications were received by counties in the Subbasin since 2015. However, it is unknown how many of those wells, if any, were dewatered due to the groundwater levels falling below 2015 seasonal low levels, or how many of those are wells for domestic use.

Individual GSAs will fund the mitigation of wells within their boundaries upon determining whether Mitigation Measures pursuant to this Policy are appropriate and justified as detailed in the "Well Mitigation Process" section. In some cases, where historical wells are impacted, adjustments may be made for equipment depreciation. All costs to mitigate claimed impacts at a well site will be initially allocated to the applicable GSA where the well is located.

In the event of interbasin or intra-basin disagreements for determining responsibility for dewatering of a domestic well, Subbasin GSAs shall follow the Adaptive Management Framework processes as outlined in the executed MOA, including Article VII, Article X, Article XIII, and/or Exhibit C therein.

Though the stochastic predictive modeling indicates no more than three domestic wells in the Subbasin will be dewatered annually due to groundwater management activities, GSAs in the Subbasin will establish a common financial account sufficient to annually mitigate ten (10) domestic wells. A limit of

ten (10) wells annually was selected because it reflects the undesirable result for lowering of groundwater levels in the GSP.

Not all GSAs in the Subbasin have domestic wells located within their jurisdictional areas. However, the seven GSA groups that are represented on the Delta-Mendota Subbasin Coordination Committee agree to equally fund a common account to a total of \$300,000.² Costs to fund this reasonably prudent reserve will be split based on Coordination Committee costs identified in the MOA and will be funded over three years (i.e. \$100,000 per year, until the fund reaches \$300,000). Funds from the common financial account may be used only for approved Mitigation Measure costs. GSAs receiving funds will be required to repay the total amount withdrawn.

Subject to the provisions in the previous section (Well Mitigation Process), individual GSAs will be responsible for all other costs for implementing this Policy, including but not limited to: preliminary review, a professional well assessment report, a field investigation, and/or emergency water supply expenses. Specific escrow instructions for use of the common account will be developed.

Other Resources

If an application requires immediate action, qualifies only for partial mitigation, or receives no mitigation by a GSA, there are other programs that may assist well owners, especially for rural domestic/*de minimus* wells.

- Self Help Enterprises has a water sustainability program that includes tank water access, domestic well repair or replacement, and water system connections. Their services are free, based on income eligibility and other qualifications. They may be contacted at 1-559-802-1865 or visit their website at <https://www.selfhelpenterprises.org/programs/emergency-services/water-sustainability/>.
- California's Office of Emergency Services recommends residents contact their County Office of Emergency Services to begin the process of seeking assistance with drinking water wells that go dry.
- The State Water Resources Control Board manages the Safe and Affordable Funding for Equity and Resilience (SAFER) Program. The SAFER Program provides assistance with interim drinking water supplies, emergency repairs, technical assistance, administrators, planning, operations and maintenance and construction projects via various funding sources.
- Additionally, the GSAs in the Subbasin will commit to working with the existing coalitions and drainage authorities who provide support to domestic well owners whose wells are negatively impacted by water quality degradation.

Summary

This Well Mitigation Policy formalizes a process that landowners and GSAs in the Subbasin have voluntarily subscribed to, in some cases for over 100 years. GSA members do not want the wells of their constituents, employees, neighbors, friends, and families to go dry. That is why GSAs in the Subbasin are committed to keeping groundwater levels above 2015 historic low levels.

This Policy describes the process well owners can follow to apply for mitigation/assistance if their wells go dry due to groundwater management under SGMA. It specifies the process GSAs across the Subbasin may follow if there are indications that a representative monitoring well is nearing minimum thresholds, and the process GSAs and well owners will follow in the event a drinking water well goes dry.

² Recent (5/2/2024) cost estimates for domestic well replacement vary from a low of less than \$15,000/well up to \$30,000/well.

As previously noted, since 2015, only 37 replacement well applications were received across the Subbasin. County records do not indicate whether wells were replaced due to groundwater levels falling or for other reasons. GSAs in the Subbasin are committed to eliminating the need for this Policy by maintaining groundwater levels above 2015 thresholds and managing the Subbasin's groundwater sustainably.

Domestic well owners are encouraged to be aware of information on local groundwater conditions as provided by local GSAs and the State of California. In particular, DWR has a website dedicated to keeping domestic well owners informed about resources needed to maintain and protect domestic water supply. This includes information about well maintenance and other assistance via DWR's "Be Well Prepared" website, which can be found at the following link: [Be Well Prepared \(ca.gov\)](https://www.water.ca.gov/be-well-prepared/).

The Delta-Mendota Subbasin Coordination Committee shall review this Policy at least every five years.

Name of GSA: _____

Delta-Mendota Subbasin Application for Domestic Well Mitigation

Though owners of all types of wells are eligible to file for relief under the Delta-Mendota Subbasin Domestic Well Mitigation Policy adopted on _____, 2024, relief is not guaranteed and will be subject to analysis by the applicable GSA where a claim for relief is filed, as described in the Domestic Well Mitigation Policy, and pursuant to the provisions of Executive Order N-3-23.

To be eligible for mitigation assistance, well owners must participate or agree to participate in a GSA's Well Registration Policy/Program. In addition, the well owner/applicant must consent to a field investigation and inspection by signing the appropriate release at the end of this application. Failure to consent to the field investigation and inspection and/or execute an appropriate release voids this application for mitigation. The field investigation may include, but is not limited to:

- Measuring water levels in the well and in representative monitoring wells in the area;
- Removing a pump to measure intake depth, well bottom, and static water level;
- Conducting a video log;
- Conducting spinner tests;
- Modifying the wellhead to measure static and pumping level;
- Investigating the site for consolidation feasibility;
- Investigating nearby land and water use; and/or
- Other tests as deemed necessary during the field investigation.

Applicant Contact Information

First Name _____

Last Name _____

Address _____

City/State/Zip _____

Phone _____

Email _____

Are you the owner of the property on which the well is located? YES/NO If NO, what is your relationship to the property? _____

Well Information

Well Address _____

Name of GSA: _____

City/State/Zip _____

County in which the well is located _____

Well Parcel Number (APN) _____

Name of the owner of the APN _____

Property Size (acres) _____

Well Age (if known) _____

Well Depth (approximate) _____

Well Casing Size (approximate) _____

Number of Homes Serviced by Well _____

Name of the owner of the Well _____

Description of Issue _____

Describe Recent Work Performed on Well _____

Provide a copy of the County Well Permit (if available) and any previous water quality reports

Temporary Water Supply Request

Temporary Emergency Water Service Requested
(delivery of bottled water and/or water tanks)

☐ Yes

☐ No

Size of Household(s) _____

Name of GSA: _____

Well Access Agreement

By signing below, Applicant agrees to grant the GSA and its contractors physical access to the well in question and agrees to provide and make available well documentation upon request in order to aid in determining the well eligibility under the Delta-Mendota Subbasin Well Mitigation Policy.

Applicant Name (please print): _____

Applicant Signature: _____

Date: _____

Please submit this form to the Delta-Mendota GSA in which your domestic well is located. If you need assistance identifying which GSA that is, please contact the Department of Water Resources or find your property on the GSA Map Viewer: GSA Map Viewer (ca.gov).



Appendix N-1

**Additional Resources for Domestic and Small
Community Well Users**

ADDITIONAL RESOURCES FOR DOMESTIC AND SMALL COMMUNITY WELL USERS

The following programs may provide information and/or assistance to domestic and/or small community well users impacted by degraded water quality in the Delta-Mendota Subbasin.

1. Cleanup and Abatement Account (CAA) Urgent Drinking Water Needs Program
 - Eligible projects:
 - Provision of interim water supply;
 - Emergency improvements or repairs to existing water systems as necessary to provide adequate supply of domestic water;
 - Certain construction projects
 - Eligible entities: public agencies, tribal government, non-for-profit organization serving a disadvantaged community (DAC), community water system serving a DAC
2. Central Valley Salinity Alternatives for Long-Term Sustainability (CV-SALTS) Management Zones
 - The Central Valley Water Board has initiated the Nitrate Control Program in six of the highest priority groundwater basins (Phase I). The Delta-Mendota Subbasin will be a part of the developing Phase II.
 - Program will provide access to safe drinking water for qualifying households that exceed the nitrate drinking water standard. Program offerings may include:
 - Well testing
 - Interim water supply delivery
 - Maintaining water filling stations
3. Self-Help Enterprises (SHE) Safe Drinking Water Program
 - SHE administers several programs in the San Joaquin Valley, including well testing, bottled water provision, implementation of Point-of-use/Point-of-entry (POU/POE) treatment systems for income-qualifying households or small community systems not meeting drinking water standards, and long-term solutions such as well repairs or replacements or connections to existing systems.
4. Safe and Affordable Funding for Equity and Resilience (SAFER) Program
 - The SAFER Program provides assistance with interim drinking water supplies, emergency repairs, technical assistance, administrators, planning, operations and maintenance and construction projects via various funding sources.
 - At risk state small water systems and domestic wells were identified as part of the 2023 Drinking Water Needs Assessment:
https://www.waterboards.ca.gov/drinking_water/certlic/drinkingwater/saferdas_hboard.html

**MEMORANDUM OF AGREEMENT
AMONG THE DELTA-MENDOTA SUBBASIN
GROUNDWATER SUSTAINABILITY AGENCIES**

THIS MEMORANDUM OF AGREEMENT (this “**MOA**”) is entered into and shall be effective as of the date of full execution below (the “**Effective Date**”), by and among the groundwater sustainability agencies within the Delta-Mendota Subbasin listed in Exhibit “A” (each a “**Party**” and collectively the “**Parties**”) and the San Luis & Delta-Mendota Water Authority, which would be executing not as a Party, and is made with reference to the following facts:

RECITALS

A. **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 (“**SGMA**”); and

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

C. **WHEREAS**, the Delta-Mendota Subbasin (Basin Number 5-22.07, DWR Bulletin 118) within the San Joaquin Valley Groundwater Basin (“**Subbasin**”), has been designated as a high-priority, critically overdrafted basin by DWR; and

D. **WHEREAS**, the Subbasin includes multiple groundwater sustainability agencies (each a “**GSA**” and collectively, the “**GSAs**”) that initially managed the Subbasin through the development and implementation of six different groundwater sustainability plans; and

E. **WHEREAS**, pursuant to the requirements of SGMA (Wat. Code §§ 10720, *et seq.*) and DWR’s SGMA regulations (23 Cal. Code Regs., §§ 350, *et seq.*), and in recognition of the need to sustainably manage the groundwater within the Subbasin, the Parties entered into that certain Delta-Mendota Subbasin Coordination Agreement effective December 12, 2018 (“**Coordination Agreement**”), to outline the Parties’ obligations and responsibilities regarding SGMA coordination in the Subbasin among the multiple GSAs and multiple groundwater sustainability plans; and

F. **WHEREAS**, after an approximately two-year review, DWR determined that the coordinated groundwater sustainability plans in the Subbasin were “incomplete” on January 21, 2022, and required that the groundwater sustainability plans be revised to address certain corrective actions by July 20, 2022; and

G. **WHEREAS**, the Parties did so timely revise and re-submit the amended groundwater sustainability plans to DWR; however, those groundwater sustainability plans, even after revision, were deemed “inadequate” under SGMA by DWR on March 2, 2023; and

H. **WHEREAS**, the Parties understand that upon DWR’s determination that a groundwater sustainability plan is inadequate, SGMA authorizes the State Water Resources Control Board (“**State Water Board**”) to seek to intervene and exercise jurisdiction over the affected subbasin; and

I. **WHEREAS**, the Parties would like to be able to continue to manage the Subbasin locally in lieu of intervention by the State Water Board if possible; and

J. **WHEREAS**, in order to efficiently coordinate among the large number of GSAs in the Subbasin, the GSAs now desire to adopt one groundwater sustainability plan (“**GSP**”) for the Subbasin; and

K. **WHEREAS**, if there is only one GSP for the Subbasin, then the GSAs no longer need the Coordination Agreement, as defined by SGMA; and

L. **WHEREAS**, the GSAs desire to enter into this MOA to coordinate the work and management of the Subbasin and clarify responsibilities of the respective GSAs, in accordance with SGMA; and

M. **WHEREAS**, the Coordination Agreement shall remain binding and in effect until all Parties have approved a single GSP for the Subbasin, at which time the Coordination Agreement shall automatically terminate, and this MOA shall become operative as provided in Section 12.2.

NOW, THEREFORE, in consideration of the Recitals, which are deemed true and correct and incorporated herein, and of the covenants, terms and conditions set forth herein, the Parties hereto agree as follows:

ARTICLE I– DEFINITIONS

1.1 “**Coordination Committee**” shall mean the committee of GSA Representatives or GSA Group Representatives established pursuant to this MOA.

1.2 “**Coordinated Plan Expenses**” are those Subbasin-wide Activities expenses that are shared equally amongst the Coordination Committee members, in accordance with the Participation Percentages.

1.3 “**DWR**” shall mean the California Department of Water Resources.

1.4 “**Effective Date**” shall be as set forth in the Preamble.

1.5 “**GSA**” shall mean a groundwater sustainability agency established in accordance with SGMA and its associated regulations, and “**GSAs**” shall mean more than one such groundwater sustainability agency. Each Party is a GSA.

1.6 “**GSA Representative**” shall refer to the representative of a single GSA that holds a single seat on the Coordination Committee.

1.7 **“GSA Group Representative”** shall refer to the representative of a group of GSAs that share a single seat on the Coordination Committee.

1.8 **“GSP”** shall mean the single Delta-Mendota Subbasin Groundwater Sustainability Plan.

1.9 **“MOA”** shall mean this Memorandum of Agreement by and among the Parties.

1.10 **“Participation Percentages”** shall mean that percentage of Coordinated Plan Expenses allocated to each GSA or GSA Group as described on Exhibit “B” to this MOA, which is attached and incorporated by reference herein, as updated from time to time, but not more frequently than annually.

1.11 **“Party”** or **“Parties”** shall mean a GSA or in the plural, two or more GSAs within the Subbasin, who are signatories to this MOA.

1.12 **“Plan Manager”** shall mean an entity or individual, appointed at the pleasure of the Coordination Committee, or as provided in Article III of this MOA, to perform the role of the Plan Manager to serve as the point of contact to DWR and/or the State Water Board.

1.13 **“San Luis & Delta-Mendota Water Authority”** or **“SLDMWA”** shall mean the San Luis & Delta-Mendota Water Authority, a California joint powers agency.

1.14 **“SGMA”** shall mean the Sustainable Groundwater Management Act, as amended from time to time, commencing at Water Code section 10720, together with its implementing regulations applicable to groundwater sustainability plans, set forth at California Code of Regulations, Title 23, Division 2, Chapter 1.5, Subchapter 2.

1.15 **“SGMA Definitions”** shall mean those SGMA-specific definitions provided by statute or regulation; in the event of any inconsistency between a term defined in this MOA and a SGMA-specific definition, the definition contained in this MOA shall prevail.

1.16 **“State Water Board”** shall mean the California State Water Resources Control Board.

1.17 **“Subbasin”** shall mean the Delta-Mendota Subbasin (Basin Number 5-22.07, DWR Bulletin 118) within the San Joaquin Valley Groundwater Basin.

1.18 **“Subbasin-wide Activities”** shall mean those activities or actions that affect the Subbasin as a whole or are otherwise required by SGMA to be determined at the Subbasin level and as defined by a unanimous vote of the Coordination Committee. An initial list of Subbasin-wide Activities is identified in Exhibit “D”.

1.19 **“Water Year”** shall mean the period from October 1 through the following September 30.

ARTICLE II– PURPOSE & KEY PRINCIPLES

2.1 **Purpose.** The Parties shall continue to work together in mutual cooperation to develop the GSP in compliance with SGMA, for the sustainable management of the Subbasin. Once adopted, each Party hereto shall implement the terms and conditions of the GSP within their respective GSA territories.

2.2 **Collaboration.** The Parties intend to mutually cooperate to adopt a single GSP for the Subbasin, and to implement the GSP within their respective GSA territories.

2.3 **Each Party’s Rights.** This MOA shall not limit or interfere with any Party’s rights or authorities over its own internal matters, including, but not limited to, a Party’s legal rights to surface water supplies and assets, groundwater supplies and assets, facilities, operations, water management and water supply matters. Nothing in this MOA is intended to modify or limit a Party’s police powers, land use authorities, or any other authority, including the authority to pursue a comprehensive groundwater adjudication or other alternative SGMA compliance strategy, should the Party deem it to be in its best interest to do so.

2.4 **Participation Percentage.** Each Party shall pay its proportionate share of the Participation Percentage, to cover coordinated Subbasin-wide Activities, set forth on Exhibit “B,” as said Exhibit “B” may be modified from time to time in accordance with Section 4.6(b). Participation Percentage financial contributions shall be treated in accordance with the provisions of Article III.

2.5 **Management and GSP Implementation.** It is the responsibility and obligation of each Party to this MOA, and any applicable separate agreements, to manage its own GSA and implement the GSP within its GSA’s boundaries. It is further the responsibility and obligation of each Party to pay its proportionate share of the Participation Percentage and other payments required as part of implementation of SGMA Subbasin-wide Activities, as may arise from time to time.

ARTICLE III– ROLE OF SLDMWA

3.1 **Agreement to Serve.** By executing this MOA, not as a Party, SLDMWA agrees to carry out the functions described in this Article III and its subparts consistent with the terms of this Article and under the direction and supervision of the Coordination Committee, subject to the reimbursement and the termination provisions contained in this Article.

(a) **Secretary.** SLDMWA agrees to perform the obligations of the Secretary described in this MOA, by delegation to one or more of its employees or to a consultant under contract to the SLDMWA.

(b) **Plan Manager.** SLDMWA agrees to perform the obligations of the Plan Manager described in this MOA, by delegation to one or more of its employees or to a consultant under contract to SLDMWA.

3.2 **Fiscal Management by SLDMWA and Reimbursement to SLDMWA.** SLDMWA will provide necessary financial and administrative support services contemplated by

this MOA, including, but not limited to: holding financial contributions made in accordance with the Participation Percentages, accounting for funds held by SLDMWA, reports as requested by the Coordination Committee members concerning funds held, and disbursing said funds for authorized purposes.

(a) Coordination Committee members shall make Participation Percentage contributions required pursuant to this MOA directly to SLDMWA.

(b) SLDMWA shall maintain a strict accountability of all funds contributed pursuant to this MOA. SLDMWA shall establish and maintain such accounts to provide for segregation of funds as may be required by good accounting practice. The books and records of SLDMWA pertaining to funds held and expended pursuant to this MOA shall be open to inspection at reasonable times by any entity that has made a contribution. SLDMWA shall provide an unaudited report of all financial activities for each fiscal year to each Party that has made a contribution during that fiscal year within 60 days after the close of each fiscal year.

(c) SLDMWA shall be authorized to expend funds upon authorization of the Coordination Committee, as provided for in this MOA.

(d) Upon mutual agreement of SLDMWA and each entity obligated to contribute funds pursuant to the Participation Percentages, SLDMWA and the Parties may execute a further agreement concerning fiscal responsibilities not inconsistent with the terms described herein.

3.3 **Termination of SLDMWA's Services.** Either the Parties acting through the Coordination Committee or SLDMWA, at any time, may terminate the services being provided by SLDMWA pursuant to this MOA upon thirty (30) days' written notice, if from SLDMWA, to the Coordination Committee; and if from the Coordination Committee, to SLDMWA.

ARTICLE IV– COORDINATION COMMITTEE

4.1 Coordination Committee.

(a) The Parties agree to establish a Coordination Committee to perform the functions set forth in this Section 4 in accordance with the voting procedures and requirements set forth herein. Recommendations from the Coordination Committee that require approval or action of each GSA within the Subbasin shall be provided to each Party's respective governing boards for adoption, approval or other recommended action.

(b) The Coordination Committee will consist of a total of seven (7) voting members to represent the Subbasin and shall be comprised of the representative of a GSA (“**GSA Representative**”) or a group of GSAs (a “**GSA Group Representative**”), as identified on Exhibit “B.” Each GSA Representative or GSA Group Representative shall have one Alternate Representative authorized to vote in the absence of the GSA Representative or GSA Group Representative, as applicable.

(c) Individuals serving on the Coordination Committee as a GSA Representative or GSA Group Representative shall be selected by each respective GSA or GSA Group at the discretion of that particular GSA or GSA Group, and such appointments shall be effective upon providing written notice to the Secretary.

(d) The Coordination Committee will recognize each GSA Representative or GSA Group Representative and their applicable Alternative Representatives until such time as the Secretary is provided written notice of removal and replacement of said Representative.

(e) Minutes of the Coordination Committee will be prepared and maintained by the Secretary as set forth in Article 4.4(b).

4.2 **Representation.** Each Party understands its participation, as more fully set forth in Article IV of this MOA, is based on representation on the Coordination Committee. It is the responsibility and obligation of each Party under this MOA to develop its manner of selecting its respective Coordination Committee Representative and Alternate Representative. For purposes of this MOA, it is assumed that each Coordination Committee Representative has been authorized by the Parties in their respective GSA or GSA Group to participate as described herein.

4.3 **Non-Entity Status.** The Parties acknowledge and agree that the Coordination Committee created by this MOA does not create a legal entity with power to sue or be sued, to enter into contracts, to enjoy the benefits or accept the obligations of a legal entity, or to exercise any legal authority. The Coordination Committee is not a GSA.

4.4 **Coordination Committee Officers.** The Officers of the Coordination Committee will include a Chair, Vice Chair, and the Secretary. Except where the Parties have named such Officer in Article III of this MOA, Officers shall be selected at the initial meeting of the Coordination Committee or as soon thereafter as reasonably can be accomplished.

(a) **Chair and Vice Chair.** Any GSA Representative or GSA Group Representative may serve as the Chair. The Vice Chair, who shall also be a GSA Representative or GSA Group Representative, shall serve in the absence of the Chair. In the absence of both the Chair and Vice Chair, a meeting may be led by an Acting Chair, selected on an ad hoc basis, who is a member of the Coordination Committee.

The positions of Chair and Vice Chair shall rotate among the GSA Representative and GSA Group Representatives on the Coordination Committee on an annual basis according to alphabetical order, by name of the GSA or GSA Group, with the first rotation beginning on the date the first Chair is selected. The schedule for annual rotation of Chair and Vice Chair will be set at the first meeting after the Chair is appointed and reviewed and rotated annually at the first meeting of the Water Year. Any GSA Representative or GSA Group Representative may waive designation as Chair. In such a case, the office of Chair would rotate to the next designated entity.

(b) **Secretary.** By a simple majority vote, the Coordination Committee shall select a Secretary to carry out the functions described in this Article 4.4(b), to serve at the

pleasure of the Coordination Committee. The Secretary may, but need not, be a Party to this MOA. Notwithstanding the requirement for a majority vote of the Coordination Committee to appoint a Secretary, SLDMWA is hereby designated to serve as the initial Secretary. Termination of SLDMWA's services is subject to Article 3.3.

The Secretary shall select an appointee (who may be SLDMWA staff or a consultant contracting with SLDMWA) to implement the Secretary's responsibilities under this MOA, for example, to coordinate meetings; prepare agendas; circulate notices and agendas; provide written notice to all Parties that the Coordination Committee has made a recommendation requiring approval by the Parties; prepare and maintain minutes of meetings of the Coordination Committee; receive notices on behalf of the Coordination Committee and call to the Coordination Committee's attention the need for responding; and provide such other assistance in coordination as may be appropriate.

The Secretary shall assume primary responsibility for Ralph M. Brown Act compliance, including without limitation, the responsibility to prepare an agenda and notices, publicly post and distribute agendas to all Coordination Committee Representatives and Alternate Representatives, the Parties, and any other person who requests, in writing, such notices. The agenda shall be of adequate detail to inform the public and the Parties of the meeting and the matters to be transacted or discussed and shall be posted in a public location and distributed to each of the Parties to this MOA in compliance with the noticing requirements of the Ralph M. Brown Act.

4.5 **Plan Manager.** By a simple majority vote of Coordination Committee members present, the Coordination Committee shall select a Plan Manager, who may be a consultant hired by the Secretary, as directed by the action of the Coordination Committee pursuant to this MOA, the representative of an entity that has been selected as Secretary, or a public agency serving as or participating in a GSA that is a Party to this MOA, and who shall serve as the point of contact for DWR as specified by SGMA. Notwithstanding the requirement for a majority vote of the Coordination Committee to appoint a Plan Manager, SLDMWA is hereby designated as the initial Plan Manager, to serve at the pleasure and direction of the Coordination Committee, pursuant to Article III above.

The Plan Manager shall carry out the duties of a "plan manager" as provided in Title 23, division 2, Chapter 1.5, Subchapter 2, California Code of Regulations.

The Plan Manager has no authority to make policy decisions or represent the Coordination Committee without the specific direction of the Coordination Committee. The Plan Manager is obligated to disclose all substantive communications he/she transmits and receives in his/her capacity as Plan Manager to the Coordination Committee.

4.6 **Coordination Committee Authorized Actions.** The Coordination Committee is authorized to act upon the following enumerated items:

(a) By a simple majority vote of Coordination Committee members present at a regular or special meeting, the Coordination Committee shall review and approve:

- (i) recommendation(s) to the GSAs for approving any technical analyses;
- (ii) updating of technical analyses as needed;
- (iii) developing budgets for Subbasin-wide Activities;
- (iv) providing assistance with grants and with coordinated projects and programs;
- (v) assigning work to subcommittees and workgroups as needed, providing guidance and feedback, and ensuring that subcommittees and workgroups prepare work products in a timely manner; and
- (vi) providing direction to its Officers concerning other administrative and ministerial issues necessary for the fulfillment of the above-enumerated tasks.

(b) By a unanimous vote of Coordination Committee members, the Coordination Committee shall review and approve:

- (i) determination of Subbasin-wide Activities, which are initially described in Exhibit “D”, but may be modified by the Coordination Committee from time to time;
- (ii) submittal of annual reports;
- (iii) a representative monitoring network;
- (iv) final budgets;
- (v) submittal of five-year updates;
- (vi) revisions to this MOA;
- (vii)** adding new Parties to this MOA;
- (viii) work plans;
- (ix) annual estimates of Coordinated Plan Expenses presented by the Secretary and any updates to such estimates, in accordance with the budgetary requirements of the respective Parties; provided, that such estimates or updates with supporting documentation shall be circulated to all Parties for comment at least thirty (30) days in advance of the meeting at which the Coordination Committee will consider approval of the annual estimate;
- (x) directing the Plan Manager in the performance of its duties under SGMA; and
- (xi) the hiring of consultants for Subbasin-wide Activities, providing direction to and supervision over consultants engaged to assist in acquiring and processing technical data, conducting monitoring and reporting, and all other activities in support of Subbasin-wide Activities.

4.7 **Coordination Committee Limitations.** When the terms of this MOA or applicable law require the approval of a GSA (such as approval of the GSP, acceptance of an annual report, or approval of a five-year update), that approval shall be required and evidenced as indicated in Article V of this MOA. The Coordination Committee is not a separate GSA and shall not be responsible for approving the GSP, any annual report, or any five-year update thereto; each GSA retains responsibility for such approvals. The Coordination Committee may make recommendations to the Parties for approval of the GSP, an annual report, or any five-year update of the GSP.

4.8 **Subcommittees and Workgroups.** The Coordination Committee may appoint ad hoc or standing subcommittees, workgroups, or otherwise direct staff made available by the Parties. Such subcommittees or workgroups may include qualified individuals possessing the knowledge and expertise to advance the goals of the GSP on the topics being addressed by the subcommittee, whether or not such individuals are GSA Representatives, GSA Group Representatives or Alternate Representatives.

4.9 **Coordination Committee Meetings.**

(a) **Timing and Notice.** The Chair of the Coordination Committee, any two GSA Representatives or GSA Group Representatives, or the Secretary may call meetings of the Coordination Committee as needed to carry out the activities described in this MOA. The Coordination Committee may, but is not required to, set a date for regular meetings for the purposes described in this MOA. All Coordination Committee meetings shall be held in compliance with the Ralph M. Brown Act (Gov. Code § 54950 *et seq.*).

(b) **Quorum.** A majority of the Coordination Committee members, as listed on Exhibit “B”, shall constitute a quorum of the Coordination Committee for purposes of holding a meeting. The Alternate Representative of each GSA or GSA Group shall be counted towards a quorum and as the voting representative(s) in absence of the Coordination Committee GSA Representative or GSA Group Representative for which the Alternate Representative was appointed. If less than a quorum is present, no action may be taken.

(c) **Open Attendance.** Members of the public, stakeholders, and representatives of the Parties who are not appointed as a GSA Representative or GSA Group Representative on the Coordination Committee may attend all Coordination Committee meetings and shall be provided with an opportunity to comment on matters on the meeting agenda, but shall have no vote.

(d) **Minutes.** The Secretary’s appointee shall keep and prepare minutes of all Coordination Committee meetings. Notes of subcommittee and workgroup meetings shall be kept by the Secretary’s appointee or an assistant to the appointee. All minutes and subcommittee and workgroup meeting notes shall be maintained by the Secretary as Subbasin records and shall be available to the Parties and the public upon request.

4.10 **Voting by Coordination Committee.**

(a) Each GSA Representative or GSA Group Representative that is a member of the Coordination Committee shall be entitled to one (1) vote at the Coordination Committee meetings. For GSAs represented by a GSA Group Representative, it shall be up to the Parties in that GSA Group to determine how the GSA Group vote will be cast. The Coordination Committee shall not be obligated to honor the vote of an individual Party and will only accept the vote of the GSA Representative or GSA Group Representative or Alternate Representative, as identified on Exhibit “B”.

(b) Except as expressly set forth in Articles 4.6 above and 4.11 and 11.1 below, the vote of a majority of a quorum present at a regular or special meeting of the Coordination Committee shall be required for all other matters on which the Coordination Committee is authorized to act.

4.11 **Voting Procedures to Address Lack of Unanimity.** When it appears likely that the Coordination Committee will not be able to come to a unanimous decision of Coordination Committee members on any matter for which a unanimous decision is required, upon a majority vote of a quorum of the Coordination Committee, the matter may be subjected to any or all of the following additional procedures.

(a) **Straw Polls.** Straw poll votes may be taken for the purpose of refining ideas and providing guidance to the Coordination Committee, subcommittees, or both.

(b) **Provisional Voting.** Provisional votes may occur prior to final votes. This will be done when an initial vote is needed to refine a proposal, but the GSA Representatives or GSA Group Representatives wish to consult with their respective GSA or GSA Group(s) before making a final vote.

(c) A vote shall be delayed if any GSA Representative or GSA Group Representative declares its intention to propose an alternative or modified recommended action, to be proposed at the next meeting, or as soon thereafter as the GSA Representative or GSA Group Representative can obtain any further information or clarifying direction from its GSA Group or governing body, or both, as needed to propose its alternative or modified recommended action.

(d) If the process outlined in Article 4.11(a)-(c) fails to result in a unanimous vote of the GSA Representatives and GSA Group Representatives, any GSA Representative or GSA Group Representative not voting in favor of the recommended action may request that the vote be delayed so that the Coordination Committee can obtain further information on the recommended action (for example, by directing a subcommittee established under this MOA), so the GSA Representative or GSA Group Representative can obtain clarifying direction from its GSA Group or governing body, or both, as needed.

(e) Each Party acknowledges that time is of the essence with respect to SGMA compliance and GSP implementation and agrees to make its best efforts to cooperate

through the Coordination Committee in coming to a unanimous vote of representatives at a regular or special meeting.

ARTICLE V – APPROVAL BY INDIVIDUAL PARTIES

5.1 Where law or this MOA require separate written approval by each of the Parties, such approval shall be evidenced in writing by providing the adopted resolution or minutes of the respective GSA’s Board of Directors’ meeting to the Secretary of the Coordination Committee.

ARTICLE VI – POWERS RESERVED TO PARTIES

6.1 Nothing in this MOA shall be interpreted to deprive any Party of its right to:

- (a) Act as a GSA within its boundaries;
- (b) Exercise authorities granted to each of the Parties as a GSA under SGMA in a manner consistent with the adopted GSP;
- (c) Exercise authority to implement SGMA and any GSP adopted pursuant to this MOA consistent with the terms and conditions set forth therein; and
- (d) Defend, with legal counsel of its own choosing, any challenge to the adoption or implementation of a GSP developed pursuant to this MOA.

ARTICLE VII – EXCHANGE OF DATA AND INFORMATION

7.1 **Exchange of Data and Information.** The Parties acknowledge and recognize pursuant to this MOA that the Parties will need to exchange data and information among and between the Parties.

7.2 **Procedure for Exchange of Data and Information.**

(a) The Parties shall exchange public and non-privileged information through collaboration and/or informal requests made at the Coordination Committee level or through subcommittees designated by the 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 Coordination Committee. Requests may be communicated in writing and transmitted in person or by mail, facsimile, or other electronic means to the appropriate representative as named in this MOA. The designated representative shall respond in a reasonably timely manner.

(b) Nothing in this MOA shall be construed to prohibit any Party from voluntarily exchanging information with any other Party by any other mechanism separate from the Coordination Committee.

(c) The Parties agree that each GSA shall provide the data required to develop the Subbasin-wide coordinated water budget.

(d) To the extent that a court order, subpoena, or the California Public Records Act is applicable to a Party, such Party in responding to a request made pursuant to the California Public Records Act for release of information exchanged from another Party shall timely notify the Coordination Committee in writing of its proposed release of information in order to provide the other Parties with the opportunity to seek a court order preventing such release of information.

ARTICLE VIII – MONITORING NETWORK

8.1 In accordance with SGMA, the Parties hereby agree to coordinate the development and maintenance of a monitoring network at a Subbasin level. The Subbasin monitoring network description shall include monitoring objectives, protocols, and data reporting requirements specific to enumerated sustainability indicators. Each GSA is responsible for the following:

- (a) Operating and maintaining the representative monitoring network within its boundary;
- (b) Filling data gaps in its GSA on a defined schedule;
- (c) Collecting data per the approved Subbasin-wide monitoring protocol;
- (d) Considering developing and maintaining a supplementary network for collecting data in excess of the minimum need, for the purposes of supporting local management decisions (since the level of detail necessary may not be sufficient in a Subbasin level network); and
- (e) Each GSA shall have a minimum of one representative monitoring well (measuring water level and water quality) from each aquifer (above the Corcoran Clay layer – shallow aquifer, or below the Corcoran Clay layer – deep aquifer) in which it has groundwater pumping either within its GSA boundaries or within the area of influence of the pumping that is occurring, sufficient to meet the recommendations of the Subbasin-wide GSP consultant.

8.2 The minimum monitoring network shall be based on the evaluation performed by the Subbasin-wide GSP consultant and may change from time to time. The Subbasin-wide GSP consultant shall evaluate the monitoring network to ensure:

- (a) There is a proper spatial and temporal coverage to inform a groundwater model;
- (b) The level of monitoring is commensurate with the use in an area (e.g., limited monitoring well(s) in areas that do not pump or higher density of survey benchmarks in areas that have numerous deep wells); and
- (c) The network is balanced, so that should an exceedance occur, it is not biased or weighted as a function of a poorly distributed monitoring network.

ARTICLE IX – COORDINATED DATA MANAGEMENT SYSTEM

9.1 The Parties developed and currently maintain a coordinated data management system that is capable of storing and reporting information relevant to the reporting requirements and/or implementation of the GSP and monitoring network of the Subbasin. After providing the Coordination Committee with data from the individual GSAs, the Plan Manager will ensure the data is stored and managed in a coordinated manner throughout the Subbasin and reported to DWR annually as required.

ARTICLE X – ADAPTIVE MANAGEMENT FRAMEWORK

10.1 The Coordination Committee established a “Adaptive Management Framework” applicable to all GSAs in the Subbasin, which is attached hereto as Exhibit “C” and incorporated herein by this reference. This Adaptive Management Framework shall be further refined as part of the GSP development and implementation.

10.2 If and when required pursuant to Exhibit “C”, each Party to this Agreement shall participate in the procedures discussed therein without regard to whether the Party is represented by another entity on the Coordination Committee

10.3 As part of the Adaptive Management Framework, each Party commits to continue to evaluate and implement projects and management actions (“P&MAs”) within its boundaries to reach sustainability in compliance with SGMA.

ARTICLE XI – MODIFICATION OF THIS MOA

11.1 **Addition of a Party.** A Party may be added to this MOA only upon the unanimous vote of Coordination Committee members at a regular or special meeting, the Party’s execution of a counterpart of this MOA, and its provision of any additional documentation required by this MOA. No Party may be added that is not a GSA within the Subbasin or that fails to share in GSP coordinated expenses.

11.2 **Modification or Amendment of this MOA.** The Parties hereby agree that this MOA may be supplemented, amended, or modified only by a writing signed by all Parties.

11.3 **Amendment for Compliance with Law.** Should any provision of this MOA be determined to not be in compliance with legal requirements under circumstances where amendment of the MOA to include a provision addressing the legal requirement will cure the non-compliance, the Parties agree to promptly prepare and shall not unreasonably withhold approval of such amendment.

ARTICLE XII – WITHDRAWAL, TERM, AND TERMINATION

12.1 **Withdrawal.** A Party may unilaterally withdraw from this MOA without causing or requiring termination of this MOA, effective upon one (1) year written notice to the Secretary and all other Parties. The Plan Manager shall report any such withdrawal to DWR and/or the State Water Board within five (5) days of receipt of the written notice.

Any Party who withdraws shall remain obligated for GSP coordinated expenses as provided in a separate Cost Sharing Agreement. If no separate Cost Sharing Agreement is then in effect or enforceable against the withdrawing Party, the Party is obligated to pay its share of all debts, liabilities, and obligations the Party incurred or accrued under the MOA prior to the effective date of such withdrawal, which is one (1) year after providing written notice to the Secretary and all other Parties, and as also may be established under its separate GSA Group agreement, as applicable, concerning such share of obligations.

Upon withdrawal, a Party agrees that it has a continuing obligation to comply with SGMA and any coordination guidelines and regulations issued by DWR, which require a coordination agreement if there are multiple groundwater sustainability plans in the Subbasin. This obligation shall survive the withdrawal from this MOA and is for the express benefit of the remaining Parties.

12.2 **Term; Termination of Coordination Agreement.** This MOA shall take effect on the Effective Date. Provisions requiring compliance with, and implementation of, the GSP, shall become operative and binding upon the adoption of the GSP. Unless modified as provided in Article 11.2 or terminated as provided in Article 12.3, this MOA shall continue for a term that is coterminous with the requirements of SGMA for the existence of the GSP for the Subbasin. At the time the GSP is adopted by all Parties and this MOA is operative and binding upon the Parties, the Coordination Agreement shall automatically terminate.

12.3 **Termination.** This MOA may be terminated or rescinded by the unanimous written consent of all Parties. Nothing in this MOA shall prevent the Parties from entering into a coordination agreement for coordination with any other subbasin.

12.4 **Indemnification.** No Party nor SLDMWA, nor any director, officer or employee of a Party or SLDMWA, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by another Party or SLDMWA under or in connection with this MOA. Each Party shall fully indemnify and hold harmless each other Party and SLDMWA and its agents, directors, officers, employees and contractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney fees, arising out of, resulting from, or in connection with any work delegated to or action taken or omitted to be taken by such Party pursuant to this MOA.

ARTICLE XIII – PROCEDURES FOR RESOLVING CONFLICTS

13.1 In the event of any dispute arising from or relating to this MOA, except for disputes arising from the inability of the Coordination Committee to reach a unanimous decision, the disputing Party shall, within thirty (30) calendar days of discovery of the events giving rise to the dispute, notify all Parties to this MOA in writing of the basis for the dispute. Within thirty (30) calendar days of receipt of said notice, all interested Parties shall meet and confer in a good-faith attempt to informally resolve the dispute. All disputes that are not resolved informally shall be submitted to arbitration. Within ten (10) days following the failed informal proceedings, each interested Party shall nominate and circulate to all other interested Parties the name of one arbitrator. Within ten (10) days following the nominations, the interested Parties shall rank their top three (3) among all nominated arbitrators, awarding three points to the top choice, two points

to the second choice, one point to the third choice and zero points to all others. Each interested Party shall forward its tally to the Secretary, who shall tabulate the points and notify the interested Parties of the arbitrator with the highest cumulative score, who shall be the selected arbitrator. The Secretary may also develop procedures for approval by the Parties, for selection in the case of tie votes or in order to replace the selected arbitrator in the event such arbitrator declines to act. The arbitration shall be administered in accordance with the procedures set forth in the California Code of Civil Procedure, section 1280, *et seq.*, and of any state or local rules then in effect for arbitration pursuant to said section. Upon completion of arbitration, if the controversy has not been resolved, any Party may exercise all rights to bring a legal action relating to the controversy.

ARTICLE XIV – GENERAL PROVISIONS

14.1 **Authority of Signers.** The individuals executing this MOA represent and warrant that they have the authority to enter into this MOA and to legally bind the Party for whom they are signing to the terms and conditions of this MOA.

14.2 **Governing Law.** The validity and interpretation of this MOA will be governed by the laws of the State of California without giving effect to the principles of conflict of laws, with venue for all purposes to be proper only in the County of Merced, State of California.

14.3 **Severability.** Except as provided for cure by amendment in Articles 11.2 and 11.3, if any term, provision, covenant, or condition of this MOA is determined to be unenforceable by a court of competent jurisdiction, it is the Parties' intent that the remaining provisions of this MOA will remain in full force and effect and will not be affected, impaired, or invalidated by such a determination.

14.4 **Counterparts.** This MOA may be executed in any number of counterparts, each of which will be an original, but all of which will constitute one and the same agreement.

14.5 **Good Faith.** The Parties agree to exercise their best efforts and utmost good faith to effectuate all the terms and conditions of this MOA and to execute such further instruments and documents as are reasonably necessary, appropriate, expedient, or proper to carry out the intent and purposes of this MOA.

Signatures on following page

IN WITNESS WHEREOF, the Parties have executed this MOA as of the Effective Date.

Dated: 12-15-2023

ALISO WATER DISTRICT GSA

Roy Catania
Print Name: Roy Catania
Print Title: President

Dated: _____

CENTRAL DELTA-MENDOTA GSA

Print Name: _____
Print Title: _____

Dated: _____

CITY OF DOS PALOS GSA

Print Name: _____
Print Title: _____

Dated: _____

CITY OF FIREBAUGH GSA

Print Name: _____
Print Title: _____

Dated: _____

CITY OF GUSTINE GSA

Print Name: _____
Print Title: _____

Dated: _____

CITY OF LOS BANOS GSA

Print Name: _____
Print Title: _____

Dated: _____

CITY OF MENDOTA GSA

Print Name: _____
Print Title: _____

IN WITNESS WHEREOF, the Parties have executed this MOA as of the Effective Date.

Dated: _____

ALISO WATER DISTRICT GSA

Print Name: _____

Print Title: _____

Dated: 4-25-24

CENTRAL DELTA-MENDOTA GSA



Print Name: Aaron Barcellos

Print Title: Chairman

Dated: _____

CITY OF DOS PALOS GSA

Print Name: _____

Print Title: _____

Dated: _____

CITY OF FIREBAUGH GSA

Print Name: _____

Print Title: _____

Dated: _____

CITY OF GUSTINE GSA

Print Name: _____

Print Title: _____

Dated: _____

CITY OF LOS BANOS GSA

Print Name: _____

Print Title: _____

Dated: _____

CITY OF MENDOTA GSA

Print Name: _____

Print Title: _____

IN WITNESS WHEREOF, the Parties have executed this MOA as of the Effective Date.

Dated: _____

ALISO WATER DISTRICT GSA

Print Name: _____

Print Title: _____

Dated: _____

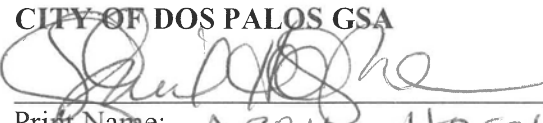
CENTRAL DELTA-MENDOTA GSA

Print Name: _____

Print Title: _____

Dated: _____

CITY OF DOS PALOS GSA


Print Name: APRIL HOGUE

Print Title: Mayor

Dated: _____

CITY OF FIREBAUGH GSA

Print Name: _____

Print Title: _____

Dated: _____

CITY OF GUSTINE GSA

Print Name: _____

Print Title: _____

Dated: _____

CITY OF LOS BANOS GSA

Print Name: _____

Print Title: _____

Dated: _____

CITY OF MENDOTA GSA

Print Name: _____

Print Title: _____

IN WITNESS WHEREOF, the Parties have executed this MOA as of the Effective Date.

Dated: _____

ALISO WATER DISTRICT GSA

Print Name: _____

Print Title: _____

Dated: _____

CENTRAL DELTA-MENDOTA GSA

Print Name: _____

Print Title: _____

Dated: _____

CITY OF DOS PALOS GSA

Print Name: _____

Print Title: _____

Dated: 3/5/24

CITY OF FIREBAUGH GSA

Print Name: Elsa Lopez

Print Title: MAYOR

Dated: _____

CITY OF GUSTINE GSA

Print Name: _____

Print Title: _____

Dated: _____

CITY OF LOS BANOS GSA

Print Name: _____

Print Title: _____

Dated: _____

CITY OF MENDOTA GSA

Print Name: _____

Print Title: _____

IN WITNESS WHEREOF, the Parties have executed this MOA as of the Effective Date.

Dated: _____

ALISO WATER DISTRICT GSA

Print Name: _____

Print Title: _____

Dated: _____

CENTRAL DELTA-MENDOTA GSA

Print Name: _____

Print Title: _____

Dated: _____

CITY OF DOS PALOS GSA

Print Name: _____

Print Title: _____

Dated: _____

CITY OF FIREBAUGH GSA

Print Name: _____

Print Title: _____

Dated: February 20, 2024

CITY OF GUSTINE GSA

Print Name: Brad Kilger

Print Title: Interim City Manager

Dated: _____

CITY OF LOS BANOS GSA

Print Name: _____

Print Title: _____

Dated: _____

CITY OF MENDOTA GSA

Print Name: _____

Print Title: _____

IN WITNESS WHEREOF, the Parties have executed this MOA as of the Effective Date.

Dated: _____

ALISO WATER DISTRICT GSA

Print Name: _____

Print Title: _____

Dated: _____

CENTRAL DELTA-MENDOTA GSA

Print Name: _____

Print Title: _____

Dated: _____

CITY OF DOS PALOS GSA

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Dated: _____

CITY OF FIREBAUGH GSA

Print Name: _____

Print Title: _____

Dated: _____

CITY OF GUSTINE GSA

Print Name: _____

Print Title: _____

Dated: _____

CITY OF LOS BANOS GSA

Print Name: Josh Pinheiro

Print Title: City Manager

Dated: _____

CITY OF MENDOTA GSA

Print Name: _____

Print Title: _____

IN WITNESS WHEREOF, the Parties have executed this MOA as of the Effective Date.

Dated: _____

ALISO WATER DISTRICT GSA

Print Name: _____
Print Title: _____

Dated: _____

CENTRAL DELTA-MENDOTA GSA

Print Name: _____
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CITY OF DOS PALOS GSA

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CITY OF FIREBAUGH GSA

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CITY OF GUSTINE GSA

Print Name: _____
Print Title: _____

Dated: _____

CITY OF LOS BANOS GSA

Print Name: _____
Print Title: _____

Dated: February 27, 2024

CITY OF MENDOTA GSA

Print Name: Christian Komales
Print Title: City manager

Dated: February 12, 2024

CITY OF NEWMAN GSA



Print Name: Michael Holland

Print Title: City Manager

Dated: _____

CITY OF PATTERSON GSA

Print Name: _____

Print Title: _____

Dated: _____

COUNTY OF MADERA-3 GSA

Print Name: _____

Print Title: _____

Dated: _____

**COUNTY OF MERCED DELTA-MENDOTA
GSA**

Print Name: _____

Print Title: _____

Dated: _____

DM II GSA

Print Name: _____

Print Title: _____

Dated: _____

FARMERS WATER DISTRICT GSA

Print Name: _____

Print Title: _____

Dated: _____

**FRESNO COUNTY MANAGEMENT AREA A
GSA**

Print Name: _____

Print Title: _____

Dated: _____

CITY OF NEWMAN GSA

Print Name: _____

Print Title: _____

Dated: 4/2/24

CITY OF PATTERSON GSA

Print Name: Ken Irwin

Print Title: City Manager

Dated: _____

COUNTY OF MADERA-3 GSA

Print Name: _____

Print Title: _____

Dated: _____

**COUNTY OF MERCED DELTA-MENDOTA
GSA**

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DM II GSA

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FARMERS WATER DISTRICT GSA

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**FRESNO COUNTY MANAGEMENT AREA A
GSA**

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CITY OF NEWMAN GSA

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Print Title: _____

Dated: _____

CITY OF PATTERSON GSA

Print Name: _____

Print Title: _____

Dated: 02/06/2024

COUNTY OF MADERA-3 GSA

Print Name: Robert Poythress

Print Title: CHAIR, BOARD OF SUPERVISORS

Dated: _____

**COUNTY OF MERCED DELTA-MENDOTA
GSA**

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DM II GSA

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FARMERS WATER DISTRICT GSA

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CITY OF NEWMAN GSA

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CITY OF PATTERSON GSA

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COUNTY OF MADERA-3 GSA

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Print Title: _____

Dated: **FEB 06 2024**

**COUNTY OF MERCED DELTA-MENDOTA
GSA**

Print Name: _____

Print Title: _____

Rodrigo Espinosa

Chairman, Board of Supervisors

Dated: _____

DM II GSA

Print Name: _____

Print Title: _____

Dated: _____

FARMERS WATER DISTRICT GSA

Print Name: _____

Print Title: _____

Dated: _____

**FRESNO COUNTY MANAGEMENT AREA A
GSA**

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APPROVED AS TO LEGAL FORM:

**FORREST W. HANSEN
MERCED COUNTY COUNSEL**

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BY: _____

Rina M. Gonzales

Dated: _____

CITY OF NEWMAN GSA

Print Name: _____

Print Title: _____

Dated: _____

CITY OF PATTERSON GSA

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Dated: _____

COUNTY OF MADERA-3 GSA

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Dated: _____

**COUNTY OF MERCED DELTA-MENDOTA
GSA**

Print Name: _____

Print Title: _____

Dated: 1/21/24

DM II GSA

Anthea G. Hansen

Print Name: Anthea G. Hansen

Print Title: General Manager

Dated: _____

FARMERS WATER DISTRICT GSA

Print Name: _____

Print Title: _____

Dated: _____

**FRESNO COUNTY MANAGEMENT AREA A
GSA**

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CITY OF NEWMAN GSA

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CITY OF PATTERSON GSA

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COUNTY OF MADERA-3 GSA

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**COUNTY OF MERCED DELTA-MENDOTA
GSA**

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Dated: _____

DM II GSA

Print Name: _____

Print Title: _____

Dated: 1-12-2024

FARMERS WATER DISTRICT GSA

Print Name: Jim STEWELL

Print Title: CHAIRMAN

Dated: _____

**FRESNO COUNTY MANAGEMENT AREA A
GSA**

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Dated: _____

CITY OF NEWMAN GSA

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CITY OF PATTERSON GSA

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COUNTY OF MADERA-3 GSA

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**COUNTY OF MERCED DELTA-MENDOTA
GSA**

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DM II GSA

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Dated: _____

FARMERS WATER DISTRICT GSA

Print Name: _____

Print Title: _____

Dated: 2-20-2024

**FRESNO COUNTY MANAGEMENT AREA A
GSA**

Print Name: Nathan Magsig

Print Title: Chairman of the Board of Supervisors of the County of Fresno

ATTEST:

BERNICE E. SEIDEL

Clerk of the Board of Supervisors

County of Fresno, State of California

By Hanan Deputy

Dated: 2-20-2024

ATTEST:

BERNICE E. SEIDEL

Clerk of the Board of Supervisors

County of Fresno, State of California

By Hanan Deputy

**FRESNO COUNTY MANAGEMENT AREA B
GSA**



Print Name: Nathan Magsig

Print Title: Chairman of the Board of Supervisors of the County of Fresno

Dated: _____

GRASSLAND GSA

Print Name: _____

Print Title: _____

Dated: _____

NORTHWESTERN DELTA-MENDOTA GSA

Print Name: _____

Print Title: _____

Dated: _____

ORO LOMA WATER DISTRICT GSA

Print Name: _____

Print Title: _____

Dated: _____

PATTERSON IRRIGATION DISTRICT GSA

Print Name: _____

Print Title: _____

Dated: _____

**SAN JOAQUIN RIVER EXCHANGE
CONTRACTORS WATER AUTHORITY GSA**

Print Name: _____

Print Title: _____

Dated: _____

TURNER ISLAND WATER DISTRICT-2 GSA

Print Name: _____

Print Title: _____

Dated: _____

**FRESNO COUNTY MANAGEMENT AREA B
GSA**

Print Name: _____

Print Title: _____

Dated: 10/24/2023

GRASSLAND GSA



Print Name: RICARDO ARCE

Print Title: GM

Dated: _____

NORTHWESTERN DELTA-MENDOTA GSA

Print Name: _____

Print Title: _____

Dated: _____

ORO LOMA WATER DISTRICT GSA

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Dated: _____

PATTERSON IRRIGATION DISTRICT GSA

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**SAN JOAQUIN RIVER EXCHANGE
CONTRACTORS WATER AUTHORITY GSA**

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Dated: _____

TURNER ISLAND WATER DISTRICT-2 GSA

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CITY OF NEWMAN GSA

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CITY OF PATTERSON GSA

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COUNTY OF MADERA-3 GSA

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**COUNTY OF MERCED DELTA-MENDOTA
GSA**

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DM II GSA

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Dated: _____

FARMERS WATER DISTRICT GSA

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Dated: _____

**FRESNO COUNTY MANAGEMENT AREA A
GSA**

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Print Title: _____

APPROVED AS TO LEGAL FORM:

**FORREST W. HANSEN
MERCED COUNTY COUNSEL**

BY: _____

Rina M. Gonzales

Dated: _____

**FRESNO COUNTY MANAGEMENT AREA B
GSA**

Print Name: _____

Print Title: _____

Dated: _____

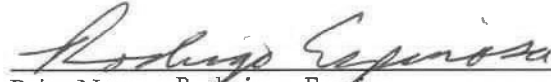
GRASSLAND GSA

Print Name: _____

Print Title: _____

Dated: **FEB 06 2024**

NORTHWESTERN DELTA-MENDOTA GSA



Print Name: Rodrigo Espinosa

Print Title: Chairman, Board of Supervisors

Print Name: _____

Print Title: _____

Dated: _____

ORO LOMA WATER DISTRICT GSA

Print Name: _____

Print Title: _____

Dated: _____

PATTERSON IRRIGATION DISTRICT GSA

Print Name: _____

Print Title: _____

Dated: _____

**SAN JOAQUIN RIVER EXCHANGE
CONTRACTORS WATER AUTHORITY GSA**

Print Name: _____

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Dated: _____

**FRESNO COUNTY MANAGEMENT AREA A
GSA**

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**FRESNO COUNTY MANAGEMENT AREA B
GSA**

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Dated: _____

GRASSLAND GSA

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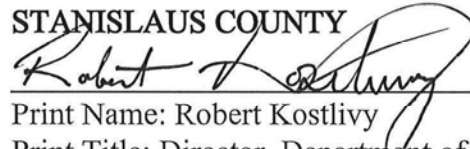
Dated: _____

NORTHWESTERN DELTA-MENDOTA GSA

Print Name: _____

Print Title: _____

STANISLAUS COUNTY



Print Name: Robert Kostlivy

Print Title: Director, Department of Environmental
Resources

APPROVED AS TO FORM

By: 

Donya O. Nunes, Deputy County Counsel

Dated: _____

ORO LOMA WATER DISTRICT GSA

Print Name: _____

Print Title: _____

Dated: _____

**FRESNO COUNTY MANAGEMENT AREA B
GSA**

Print Name: _____

Print Title: _____

Dated: _____

GRASSLAND GSA

Print Name: _____

Print Title: _____

Dated: _____


NORTHWESTERN DELTA-MENDOTA GSA

Print Name: _____

Print Title: _____

Dated: 9/10/24

ORO LOMA WATER DISTRICT GSA


Print Name: Steve Sloan

Print Title: Mgt. - Chairman

Dated: _____

PATTERSON IRRIGATION DISTRICT GSA

Print Name: _____

Print Title: _____

Dated: _____

**SAN JOAQUIN RIVER EXCHANGE
CONTRACTORS WATER AUTHORITY GSA**

Print Name: _____

Print Title: _____

Dated: _____

TURNER ISLAND WATER DISTRICT-2 GSA

Print Name: _____

Print Title: _____

Dated: _____

**FRESNO COUNTY MANAGEMENT AREA B
GSA**

Print Name: _____

Print Title: _____

Dated: _____

GRASSLAND GSA

Print Name: _____

Print Title: _____

Dated: _____

NORTHWESTERN DELTA-MENDOTA GSA

Print Name: _____

Print Title: _____

Dated: _____


ORO LOMA WATER DISTRICT GSA

Print Name: _____

Print Title: _____

Dated: 11/21/2023

PATTERSON IRRIGATION DISTRICT GSA


Print Name: Vince Lucchesi

Print Title: General Manager

Dated: _____

**SAN JOAQUIN RIVER EXCHANGE
CONTRACTORS WATER AUTHORITY GSA**

Print Name: _____

Print Title: _____

Dated: _____

TURNER ISLAND WATER DISTRICT-2 GSA

Print Name: _____

Print Title: _____

Dated: _____

**FRESNO COUNTY MANAGEMENT AREA B
GSA**

Print Name: _____

Print Title: _____

Dated: _____

GRASSLAND GSA

Print Name: _____

Print Title: _____

Dated: _____

NORTHWESTERN DELTA-MENDOTA GSA

Print Name: _____

Print Title: _____

Dated: _____

ORO LOMA WATER DISTRICT GSA

Print Name: _____

Print Title: _____

Dated: _____

PATTERSON IRRIGATION DISTRICT GSA

Print Name: _____

Print Title: _____

Dated: 12/8/23

**SAN JOAQUIN RIVER EXCHANGE
CONTRACTORS WATER AUTHORITY GSA**

Chris White

Print Name: Chris White

Print Title: Executive Director

Dated: 12/19/2023

TURNER ISLAND WATER DISTRICT-2 GSA

Kel Mitchel

Print Name: Kel Mitchel

Print Title: President

Dated: 12/20/23

**WEST STANISLAUS IRRIGATION DISTRICT
GSA 1**

Robert Pierce
Print Name: Robert Pierce
Print Title: General Manager

Dated: _____

WIDREN WATER DISTRICT GSA

Print Name: _____
Print Title: _____

EXECUTING NOT AS A PARTY:

 Dated: _____

**SAN LUIS & DELTA-MENDOTA WATER
AUTHORITY**

Print Name: _____
Print Title: _____

Dated: _____

**WEST STANISLAUS IRRIGATION DISTRICT
GSA 1**

Print Name: _____

Print Title: _____

Dated: _____

WIDREN WATER DISTRICT GSA

Print Name: *James P. Sagar*

Print Title: *Pres.*

EXECUTING NOT AS A PARTY:

Dated: _____

**SAN LUIS & DELTA-MENDOTA WATER
AUTHORITY**

Print Name: _____

Print Title: _____

Dated: _____

**WEST STANISLAUS IRRIGATION DISTRICT
GSA 1**

Print Name: _____

Print Title: _____

Dated: _____

WIDREN WATER DISTRICT GSA

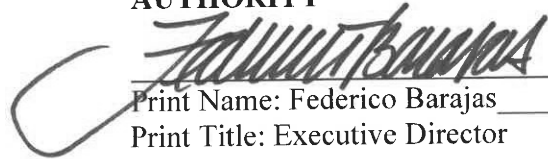
Print Name: _____

Print Title: _____

EXECUTING NOT AS A PARTY:

Dated: 9/12/2024

**SAN LUIS & DELTA-MENDOTA WATER
AUTHORITY**



Print Name: Federico Barajas _____

Print Title: Executive Director

EXHIBIT “A”

Parties to the MOA

1. Aliso Water District GSA
2. Central Delta-Mendota GSA
(Includes: San Luis Water District, Panoche Water District, Tranquillity Irrigation District, Fresno Slough Water District, Eagle Field Water District, Pacheco Water District, Santa Nella County Water District, Mercy Springs Water District, County of Merced, and County of Fresno)
3. City of Dos Palos GSA
4. City of Firebaugh GSA
5. City of Gustine GSA
6. City of Los Banos GSA
7. City of Mendota GSA
8. City of Newman GSA
9. City of Patterson GSA
10. County of Madera–3 GSA
11. County of Merced Delta-Mendota GSA
12. DM II GSA
13. Farmers Water District GSA
14. Fresno County Management Area A GSA
15. Fresno County Management Area B GSA
16. Grassland GSA
17. Northwestern Delta-Mendota GSA
18. Oro Loma Water District GSA
19. Patterson Irrigation District GSA
20. San Joaquin River Exchange Contractors GSA
(Includes: Central California Irrigation District, San Luis Canal Company, Firebaugh Canal Water District, and Columbia Canal Company)

21. Turner Island Water District–2 GSA
22. West Stanislaus Irrigation District GSA 1
23. Widren Water District GSA

EXHIBIT “B”

Coordination Committee Representatives & Participation Percentages

Coordination Committee Representatives		Group Contact Agency	Participation Percentage
1	Aliso Water District GSA Aliso Water District GSA	Aliso Water District GSA	1/7
2	Farmers Water District GSA Farmers Water District GSA	Farmers Water District GSA	1/7
3	Fresno County Management Area A and B GSAs Group Fresno County Management Area A GSA Fresno County Management Area B GSA	Fresno County	1/7
4	Central Delta-Mendota GSAs Group Central Delta-Mendota GSA Oro Loma Water District GSA Widren Water District GSA	Central Delta-Mendota GSA	1/7
5	Northern Delta-Mendota GSAs Group City of Patterson GSA DM-II GSA Northwestern Delta-Mendota GSA Patterson Irrigation District GSA West Stanislaus Irrigation District GSA	West Stanislaus Irrigation District	1/7
6	Grassland GSAs Group Grassland GSA Merced County Delta-Mendota GSA	Grassland Water District	1/7
7	San Joaquin River Exchange Contractors GSAs Group City of Dos Palos GSA City of Firebaugh GSA City of Gustine GSA City of Los Banos GSA City of Mendota GSA City of Newman GSA Madera County GSA Merced County Delta-Mendota GSA San Joaquin River Exchange Contractors GSA Turner Island Water District-2 GSA	San Joaquin River Exchange Contractors GSA	1/7

EXHIBIT “C”

ADAPTIVE MANAGEMENT FRAMEWORK FOR THE SUBBASIN

The Groundwater Sustainability Agencies (“GSAs”) in the Delta-Mendota Subbasin (the “Subbasin”) acknowledge that the Sustainable Groundwater Management Act (“SGMA”) has a long-term horizon to achieve sustainability and that management of the Subbasin will require an iterative process on the part of the GSAs and the Coordination Committee to review groundwater conditions at least annually and propose revisions to underlying data, methodologies, assumptions, sustainable management criteria, projects, management actions, and other Subbasin-wide coordinated information as necessary to meet changing conditions. Accordingly, the GSAs in the Subbasin establish the following framework for addressing MT exceedances in the SGMA implementation period, as will be further described in the adopted GSP:

1. As a Subbasin-wide Activity, the Subbasin-wide GSP Consultant shall initiate a review of Subbasin-wide data within sixty (60) days after that data is due to be submitted by each GSA (the “Review”). As reporting dates vary based upon the Sustainable Management Criteria (“SMC”), this Review will be done on a regular basis and will be a regular agenda item on the Coordination Committee agendas.

2. The Review shall take into account all matters to be considered in the Annual Report pursuant to the DWR Regulations, section 356.2, including, but not limited to, changes in groundwater elevation, groundwater storage, subsidence, water quality and the status of minimum thresholds (“MTs”) and interim milestones in the Subbasin GSP.

3. Should GSA activities result in either a) a pattern of data showing a downward trend (towards a MT exceedance), or b) a MT exceedance, the Coordination Committee (at the recommendation of the Plan Manager, a designated subcommittee, or the Subbasin-wide GSP Consultant) shall immediately notify the GSA and add the downward trend or exceedance information to the next Coordination Committee agenda packet. That GSA shall also be provided with a checklist to help evaluate possible causes of the MT downward trend or exceedance.

4. The GSA may request the Subbasin-wide GSP Consultant to coordinate such trend or exceedance information with that GSA’s own consultant, as applicable. Within thirty (30) days of said notice, the GSA shall present a plan of action to the Coordination Committee to address how the GSA will mitigate any downward trend or exceedance and in what timeframe. The intent is for the Coordination Committee to discuss the mitigation plan in an effort to provide helpful ideas to the GSA. However, the GSA is solely responsible for the management actions within its boundaries and the costs to remedy the cause of the MT exceedance if it is attributed to activities occurring within such GSA’s jurisdictional boundaries and/or that GSA is not operating within its Sustainable Yield (the “Responsible GSA”). At its sole cost and expense, the Responsible GSA may ask the Subbasin-wide GSP Consultant to further determine: (a) what caused the exceedance; (b) whether or not the Responsible GSA has control over the cause of the MT downward trend or exceedance; (c) whether it is an intra-basin impact from another GSA or an inter-basin impact by a neighboring subbasin; and (d) whether or not the MT exceedance caused injury.

5. If there is a determination by the Subbasin-wide GSP Consultant that any MT downward trend or exceedance was caused by intra-basin impacts from another GSA within the Subbasin, such determination will be brought back to the Coordination Committee for further discussion and potential Subbasin-wide action. The Coordination Committee will work with other GSAs to increase existing GSA coordination to remedy the issues causing the downward trend or exceedance and to remedy the responsibility of costs associated with identifying and mitigating the exceedance.

6. If there is a determination that any MT exceedance was caused by a neighboring subbasin, this should be brought back to the Coordination Committee for further discussion and potential Subbasin-wide action. Costs for initial investigation by the Subbasin-wide GSP Consultant of a MT downward trend or exceedance across Subbasin boundary lines (such as water quality issues, subsidence, or depletion of interconnected surface waters) shall be shared amongst the Coordination Committee equally between Coordination Committee members (i.e. 1/7th each). The Coordination Committee will work with other subbasins to expand existing inter-basin coordination to remedy the issues causing the downward trends or exceedances.

7. In the event that the GSA is unable to mitigate or avoid future MT exceedances with its existing projects and management actions (“P&MAs”) and within the timeframe presented to the Coordination Committee, the GSA may seek assistance from the Coordination Committee. The Coordination Committee may recommend policies or programs to the GSA that the GSA could, in its discretion, adopt to remedy the existence of a MT exceedance and to avoid undesirable results. Furthermore, the Coordination Committee may consider setting triggers in the GSP for GSAs to implement management actions [e.g., sequencing P&MAs] or work on alternative options.

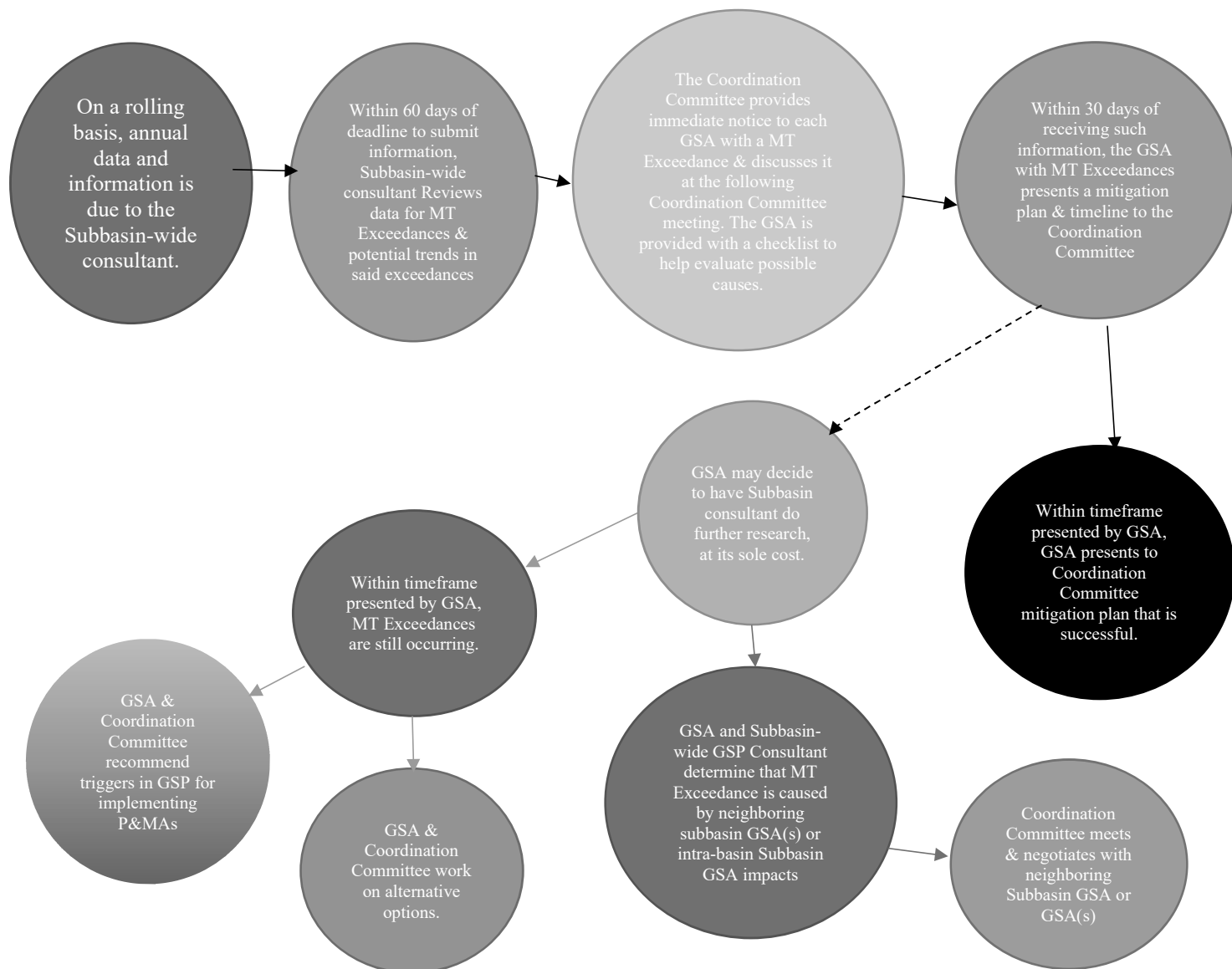


EXHIBIT “D”

SUBBASIN-WIDE ACTIVITIES

(Initial List)

- Preparation of and submittal of annual reports
- Preparation of annual estimates of Coordinated Plan Expenses presented by the Secretary and any updates to such estimates, in accordance with the budgetary requirements of the respective Parties
- Plan Manager costs and expenses for the work directed by the Coordination Committee
- Subbasin-wide Consultant costs and expenses, including, but not limited to, collecting information from the Subbasin GSAs, processing technical data, and those identified in Exhibit “C” for the Adaptive Management Framework for the Subbasin
- Preparation of and submittal of five-year updates to the GSP
- Revisions to this MOA
- Subbasin-wide outreach
- Litigation costs for an attorney coordinating the GSAs for litigation filed against the entire Subbasin
- Costs for initial investigation by the Subbasin-wide GSP Consultant of a MT downward trend or MT exceedance across Subbasin boundary lines



Committee Members
Leticia Gonzalez
Robert Macaulay

ITEM 4.c

Date: October 3, 2025

To: Madera County Groundwater Sustainability Agency (GSA) Committee
Leticia Gonzalez, Robert Macaulay

From: Stephanie Anagnoson, Director of Water and Natural Resources

Subject: Action Item: Consideration and recommendation to the Board of Directors to approve Transfer of Appropriations No. 25-021 in the amount of \$100,700 transferring funds from the Appropriation for Contingency account to the Refunds and Reimbursements account to authorize payment to the Chowchilla Water District for allocation exceedance penalties collected in the Chowchilla Subbasin.

DISCUSSION:

The Madera County Groundwater Sustainability Agency (County GSA) in the Madera, Chowchilla and Delta-Mendota Subbasins has allocations in place with groundwater allocation exceedance penalties. In 2024, Madera County GSA billed \$274,420 in penalties for the County GSA in the Chowchilla Subbasin and only collected \$100,700 in direct payments in the Chowchilla Subbasin. The remaining amount of \$173,720 will be collected on property bills over time.

Under Resolution 2022-143 and Madera County Contract No 12652-13, the Madera County GSAs were assigned to collect and transfer the groundwater allocation exceedance penalty payments received to the Chowchilla Water District for funding of the domestic well mitigation program.

The total amount that needs to be transferred to the Refunds and Reimbursement Account in order to facilitate the transfer to Chowchilla Water District is \$100,700.

FISCAL IMPACT:

\$100,700 needs to be allocated in the Refunds and Reimbursements Account in the GSA Adm. Fee Budget.





Committee Members
Leticia Gonzalez
Robert Macaulay

ITEM 4.c

ATTACHMENTS:

1. Budget Adjustment Authorization No. 24-186
2. RES NO. 2022-143
3. MCC NO. 12652-23

EG





Budget Adjustment Authorization

Submittal Date *

9/5/2025

For Fiscal Years *

2025-2026

Department *

WNR

Contact First Name *

Emily

Contact Last Name *

Garcia

Department/Org #

15020

Department Head Name *

Stephanie Anagnoson

Will this Budget Adjustment be Board Approved? *

☒ Yes

☐ No

Draft Board Letter

If Board Approved, indicate the target Board date: *

10/14/2025

Please Select *

☒ Transfer of Appropriations ☐ Receipt of Unanticipated Revenue

Please select the document type(s) from the check boxes above. Your selection will remove unneeded fields from the form. Transfer of Appropriations Transfer From.

Transfer of Appropriations

Transfer From

Org # *	Org Description *	Account # *	Account Description *	Amount *
15020	GSA Fee Revenue	780100	Appropriation for Contingency	100,700

Total

\$ 100,700.00

Transfer To

Org #*	Org Description*	Account #*	Account Description*	Amount*
15020	GSA Fee Revenue	721210	Refunds and Reimbursements	100,700

Total

\$ 100,700.00

Explanation of Transfer*

Transfer of Appropriations to the Refunds and Reimbursements Account needed to transfer funds to the Chowchilla Water District. The transfer is needed as Chowchilla Water District is the program manager for the Domestic Well Mitigation Program in the Chowchilla Subbasin.

Describe the reason for Transfer

Totals In "Transfer From" and "Transfer To" must match

Note: Transfers from Contingencies require a 4/5 vote.

Section

Name*

Stephanie Anagnoson

Title*

Director

Auditor to Complete

TO AUDITOR-CONTROLLER: This request is deemed necessary by this department. Please report as to the accounting and available balances and forward to the Administrative Officer for his recommendation or action.

Approved as to Availability of Funds: *

☒ Yes ☐ No ☐ N/A

Auditor Controller's #*

25-021

Signature

David E. Richstone

Auditor Name*

David Richstone

Date*

9/8/2025

The County Auditor-Controller is authorized to make such budgetary adjustments as will carry out the intent and purpose of this budget adjustment.

Administrative Officer to Complete

Administrative Officer's Report

County Administration has reviewed this request, and it is recommended for approval.

Please Select *

☒ Recommended ☐ Approve as Requested ☐ Approve as Revised

Signature *



Admin Officer Name *

Jessica Leon

Date *

9/9/2025

Attached for Board Approval

*

☒ Completed

**BEFORE
THE BOARD OF DIRECTORS
FOR THE COUNTY OF MADERA
GROUNDWATER SUSTAINABILITY AGENCY
CHOWCHILLA SUBBASIN**

In the Matter of	)	Resolution No.: 2022 - <u>143</u>
)	
THE SUSTAINABLE	)	RESOLUTION ESTABLISHING THE
GROUNDWATER MANAGEMENT	)	AUTHORITY FOR THE IMPOSITION OF
ACT	)	PENALTIES ON THOSE WHO EXTRACT
	)	GROUNDWATER IN EXCESS OF AN
Chowchilla Subbasin	)	ALLOCATION
)	
_____)	

RECITALS

WHEREAS, the Sustainable Groundwater Management Act, Water Code sections 10720-10737.8 ("SGMA") was signed into law on September 16, 2014.

WHEREAS, SGMA requires that each groundwater basin be managed by a Groundwater Sustainability Agency ("GSA"), or multiple GSAs, and that such management be pursuant to an approved Groundwater Sustainability Plan ("GSP"), or multiple GSPs.

WHEREAS, the County of Madera ("County") is the exclusive GSA for the portions of the Chowchilla Subbasin (Basin No. 5-22.05) in the San Joaquin Valley Groundwater basin, as defined by Bulletin 118 from California's Department of Water and Natural Resources ("DWR"), that are in unincorporated areas of Madera County and not otherwise covered by another public agency (hereinafter "County GSA").

WHEREAS, the County Board of Supervisors is the ex officio Board of Directors (hereinafter "Board") for the County GSA.

WHEREAS, the consumptive use of groundwater within the County GSA boundaries exceeds the available sustainable yield, and the GSP for the Chowchilla Subbasin identified demand reduction as a critical management action to achieve SGMA objectives.

WHEREAS, under SGMA a GSA has the authority to limit extractions from groundwater wells, establish groundwater extraction allocations, authorize temporary and permanent transfers of groundwater extraction allocations, and a GSA may adopt rules, regulations, ordinances, and resolutions to further these ends.

WHEREAS, on December 15, 2020, at a duly noticed public meeting, the Board adopted the Allocation Approach in the subbasins by resolution, adopted a resolution for an approach to allocating groundwater (the “Allocation Approach”) in the subbasins.

WHEREAS, the Allocation Approach includes access to groundwater categorized classified using two designations:

- a. A “sustainable yield” of native groundwater, that is, water that naturally exists in the subbasins from seepage and percolation; and
- b. “Transitional water” that is continued overdraft of the subbasins but will incrementally decrease during the GSP implementation period.

WHEREAS, the Allocation Approach is a process whereby sustainable yield access is offered to overlying groundwater rights users every five years, and whereby participation will include (a) the opportunity to pump a designated quantity of sustainable yield within each year, (b) the opportunity to pump a designated quantity of transitional water within each year, and (c) the requirement to pay for the consumptive use of sustainable yield and transition water based upon a rate structure that is to be established.

WHEREAS, the Allocation Approach allows the County GSA's per-acre (parcel-based) allocations of sustainable yield and transition water to be shared within designated "farm units," so as to allow flexibility and reflect real-world farming conditions in which resources are shared among commonly operated or managed lands.

WHEREAS, the allocation approach includes monitoring of evapotranspiration ("ET") and the ET of applied water ("ETAW") for designated "farm units" and the comparison of ETAW to assigned allocations, where such services will be provided through a contract between the County and third party experts with multiple parties performing quality assurance and quality control.

WHEREAS, in furtherance of the Allocation Approach, on June 8, 2021, the County GSA Board of Directors adopted Resolution 2021-069, providing for a per-acre allocations of SY and TW for enrolled eligible parcels within each County GSA based on best available data, to be limited to the use within the eligible parcel or within a County GSA approved farm unit, that represents a combination of eligible parcels (the "Allocations").

WHEREAS, pursuant to Resolution 2021-069, an eligible parcel includes agricultural lands that are (1) currently irrigated as of June 8, 2021, (2) were last irrigated as recently as January 1, 2015, but now may otherwise be non-irrigated (e.g. fallowed or idle), (3) are part of active irrigated agricultural operations or permitted confined animal operations (e.g. equipment storage area or milking parlors), or (4) can demonstrate to the satisfaction of the County GSA that irrigation will occur in the following calendar year, and whereby in determining what constitutes an eligible parcel, the County GSA may rely upon (1) Madera County Assessor records, (2) satellite or aerial imagery, (3)

evapotranspiration analysis performed by a remote sensing service, (4) County GSA staff inspection, and (5) the submittal by parcel owner or representative of pertinent documentation when enrolling the eligible parcel into the GSA Allocation Approach and acceptance of associated requirements imposed therein, any and all of which must be to the satisfaction of the County GSA.

WHEREAS, on August 17, 2021, the County GSA Board of Directors adopted Resolution 2021-113, making refinements to the Allocations (the "Allocation Refinements"). The refinements included a provision (No. 12) whereby if a participant in the Allocation Approach intends to appeal the County GSA-determined ETAW, such appeal shall be based upon use of a flow meter, and the participant shall (1) demonstrate that the flow meter was installed and maintained per the manufacturer's specifications, and (2) provide an engineer-certified calibration report where such calibration occurred within the last two calendar years of the appeal. The flow meter volume shall be recorded at least monthly, and a photograph of each meter reading shall be taken and submitted to the County GSA for verification purposes. An independent third party will evaluate the flow meter installation and records to determine if the flowmeter records will be accepted as measurement for determining if a grower exceeded the allocation.

WHEREAS, Water Code section 10725.2, part of SGMA, authorizes a GSA to "perform any act necessary or proper to carry out the purposes of this part," including the adoption of "rules, regulations, ordinances, and resolutions for the purpose of this part, in compliance with any procedural requirements applicable to the adoption of a rule, regulation, ordinance, or resolution by the groundwater sustainability agency."

//

WHEREAS, pursuant to Water Code section 10725.4(a)(4) “a groundwater sustainability agency may conduct an investigation...to monitor compliance and enforcement,” and pursuant to Water Code section 10731, following such an investigation the County GSA “...may make a determination fixing the amount of groundwater production from the groundwater extraction facility at an amount not to exceed the maximum production capacity of the facility for purposes of levying a groundwater charge,” and if “a water-measuring device is permanently attached to the groundwater extraction facility, the record of production as disclosed by the water-measuring device shall be presumed to be accurate unless the contrary is established by the groundwater sustainability agency after investigation.”

WHEREAS, subdivision (a)(1) of Water Code section 10732, part of SGMA, provides that “(a) person who extracts groundwater in excess of the amount that person is authorized to extract under a rule, regulation, ordinance, or resolution adopted pursuant to Section 10725.2, shall be subject to a civil penalty not to exceed five hundred dollars (\$500) per acre-foot extracted in excess of the amount that person is authorized to extract.” Also, “(l)iability under this subdivision is in addition to any liability imposed under paragraph (2) and any fee imposed for the extraction.”

WHEREAS, subdivision (a)(2) of Water Code section 10732 provides that “(a) person who violates any rule, regulation, ordinance, or resolution adopted pursuant to Section 10725.2 shall be liable for a civil penalty not to exceed one thousand dollars (\$1,000) plus one hundred dollars (\$100) for each additional day on which the violation continues if the person fails to comply within 30 days after the local agency has notified the person of the violation.”

WHEREAS, subdivision (b)(1) of Water Code section 10732 provides that a GSA “may bring an action in the superior court to determine whether a violation occurred and to impose a civil penalty described in subdivision (a).” Subdivision (b)(2) of this section provides that a GSA “may administratively impose a civil penalty described in subdivision (a) after providing notice and an opportunity for a hearing.” Subdivision (b)(3) states that “(i)n determining the amount of the penalty, the superior court or the groundwater sustainability agency shall take into consideration all relevant circumstances, including, but not limited to, the nature and persistence of the violation, the extent of the harm caused by the violation, the length of time over which the violation occurs, and any corrective action taken by the violator.”

WHEREAS, subdivision (c) of Water Code section 10732 provides that “(a) penalty imposed pursuant to this section shall be paid to the groundwater sustainability agency and shall be expended solely for purposes of this part.”

WHEREAS, subdivision (d) of Water Code section 10732 provides that “(p)enalties imposed pursuant to this section are in addition to any civil penalty or criminal fine under any other law.”

WHEREAS, pursuant Water Code sections 10725.2 and 10732, as set forth above, the Board desires through the passage of this Resolution to provide the GSA with the authority and discretion to impose civil penalties on those persons or entities, including farm units, who extract groundwater in excess of the amount that a person or entity is authorized to extract under the Allocation Approach, and to provide a system for the administration of such penalties.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Madera, State of California, sitting as Board of Directors for the County of Madera GSA for the Chowchilla Subbasin, as follows:

1. The recitals set forth above are found to be true and correct and are incorporated herein by reference. Furthermore, the Board has duly considered the full record before it, which may include but is not limited to such things as the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to the Board.

2. As an alternative to appealing the County GSA's determination of ETAW as defined in Resolution 2021-113, a grower may request to be pre-approved for use of a groundwater flow meter data for determining ETAW. To be eligible for such approval, a grower must first have all irrigated parcels registered within IrriWatch. For all registered parcels that a grower intends to have ETAW determined using a groundwater flow meter, the grower must provide the County GSA with the following, which will be reviewed by the County GSA and any County-designated third party as determined necessary by the County GSA:

- a. A map depicting the exact location of groundwater well(s) and parcel(s) and field(s) served by the well(s);
- b. Photographs and a meter installation report for the well(s) serving the parcel(s);
- c. A compliant meter calibration report or results of a field flow test conducted by a County GSA approved vendor for each well;

- d. An estimate of efficiency for the irrigation system on the field(s);
- e. An attestation that that the designated well(s) only serve the identified parcel(s) or field(s); and
- f. An attestation of the validity that all submitted information represents current conditions for the well(s).

3. For any person or entity subject to the jurisdiction of any County GSA, including any “farm unit,” that extracts groundwater in excess of the amount that person or entity is authorized to extract, as that amount is determined pursuant to Resolution 2021-113 for the Allocation Refinements, the County GSA is authorized to impose one or both of the following penalties:

A. A civil penalty not to exceed \$100 per acre-foot in calendar year 2023, increasing by \$100 per acre-foot per calendar year to a maximum of \$500 per acre-foot for the total acre-feet extracted in excess of the amount that person or entity is authorized to extract for the subject parcel or farm unit.

B. A civil penalty not to exceed one thousand dollars (\$1,000) per farm unit. However, the Board of Directors shall take action to remove this \$1,000 civil penalty per farm unit at such time when the entity known as the Chowchilla Subbasin Growers (“CSG”), adequately funds an escrow account or funds projects identified in the Chowchilla Subbasin Groundwater Sustainability Plan.

C. In determining the amount of the penalty, the County GSA shall take into consideration circumstances including, but not limited to, the nature and persistence of the violation, the extent of the harm caused by the violation, the length of time over which the violation occurs, and any corrective action taken by

the violator.

4. The penalties to be imposed pursuant to Section 3 of this Resolution shall be imposed after the provision of notice to the affected property owner, and shall become due within thirty (30) days of the date of the notice, with an opportunity for the violator to be heard as set forth herein:

A. Any dispute regarding the imposition of a civil penalty under Section 3 shall be presented in writing by the affected property owner to the Director of the Department of Water and Natural Resources for the County of Madera ("Director") within thirty (30) days of having been provided notice by regular mail or electronic mail of the violation. All appeals and data submitted to support an appeal will be maintained by the County GSA and are public information. An independent consultant with expertise in agricultural irrigation will review the matter as presented and issue a written determination ("Determination") within a reasonable time period. Unless otherwise provided for, the Determination shall be issued to the affected property owner by electronic means.

B. The affected property owner may, within 20 days of the date of the mailing of the Panel's Decision on the Application, file an appeal ("Appeal") of the Decision to the Board through written or electronic communication to the Chief Clerk to the County Board of Supervisors. Unless otherwise stipulated between the Board and the affected property owner, the Appeal hearing shall take place within 45 days of the date that the Appeal was filed. The formal rules of evidence shall not apply to the Appeal hearing. The Board shall rule on the Appeal by roll call vote, and a majority vote of the entire Board is required to either grant or deny

the appeal. The Board's hearing shall be recorded electronically, and such recording, along with the Board's written minutes and any materials presented to the Board either in favor or in opposition to the Appeal, shall constitute the record of proceedings for the Appeal.

5. A penalty imposed pursuant under this Resolution shall be paid to the County GSA and shall be expended solely for the purposes of SGMA. If the responsible party made a written dispute to the County GSA regarding the penalty, as set forth in Section 4, such party shall have 30 days from the date of mailing of the Determination, Decision, or the Board's determination of an Appeal, to pay the penalties determined by the County GSA. In the event the responsible party fails to pay the penalty when due, the County GSA may take any actions permitted by law to collect the unpaid penalty, which shall accrue interest at a rate of six percent per year, commencing thirty days after the penalty becomes due and continuing until paid.

6. The amount of any unpaid penalty, plus any other costs as provided in this Resolution or by law, may be declared a lien on the real property owned by the responsible party within the County GSA that is the subject of the penalty, as follows:

A. Notice shall be given to the responsible party prior to the recordation of the lien, and shall be mailed by first class mail, postage prepaid, to the last known address; and

B. When a public official representing the County GSA records a lien listing delinquent unpaid penalties with the County Clerk-Recorder's office, the lien shall specify the amount of the lien, the date of the code violations, the date of the final administrative decision, the street address, legal description, and assessor's

parcel number of the parcel on which the lien is imposed, and the name of the owner of the parcel according to the last equalized assessment roll; and

C. In the event that the lien is discharged, released, or satisfied, either through payment or foreclosure, notice of the discharge and release of the lien shall be prepared by the public official.

7. The amount of an unpaid penalty, plus any other costs as provided by this Resolution or by law, may be declared a special assessment against the real property owned by the responsible party within the County GSA that is the subject of the penalty. The amount of the assessment shall not exceed the amount of penalty imposed for the violation, plus any cost authorized this Resolution or by law. A representative of the County GSA may present a resolution to the Board to declare a special assessment, and, upon passage and adoption thereof, shall cause a certified copy to be recorded with the County Clerk-Recorder's office. The assessment may then be collected at the same time and in the same manner as ordinary taxes are collected and shall be subjected to the same penalties and the same procedure and sale in the case of delinquency as provided for ordinary property taxes.

8. Penalties imposed pursuant to this Resolution are non-exclusive, and therefore are in addition to any civil penalty or criminal fine that may be imposed under any other law.

9. The Director is hereby authorized and directed to take further actions as may be necessary to implement the intent and purposes of this Resolution.

10. The provisions of this Resolution shall become effective on January 1, 2023.

* * * * *

The foregoing Resolution was adopted this 27TH day of SEPTEMBER, 2022, by the following vote.



Director Frazier voted:

yes

Director Rogers voted:

no

Director Poythress voted:

yes

Director Gonzalez voted:

yes

Director Wheeler voted:

yes


Chairman, Board of Directors

ATTEST:


Clerk, Board of Directors

Approved as to Legal form:
COUNTY COUNSEL

By 

MADERA COUNTY CONTRACT NO. 12652-23

**MEMORANDUM OF UNDERSTANDING ESTABLISHING A DOMESTIC WELL
MITIGATION PROGRAM FOR A PORTION OF THE CHOWCHILLA SUBBASIN
OF THE SAN JOAQUIN VALLEY GROUNDWATER BASIN AND TO
DEVELOP A WORKING RELATIONSHIP BETWEEN MADERA COUNTY GSA
AND THE CHOWCHILLA SUBBASIN GROWERS**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into this 12TH day of DECEMBER, 2023 (the "Effective Date"), by and between the Madera County GSA – Chowchilla (Madera County), and the Chowchilla Subbasin Growers (CSG), a mutual benefit corporation, collectively hereinafter referred to as the "Parties," or individually as the "Party."

RECITALS

A. **WHEREAS**, in 2014 the California Legislature passed a statewide framework for sustainable groundwater management, known as the Sustainable Groundwater Management Act, California Water Code § 10720-10737.8 (SGMA), pursuant to Senate Bill 1168, Senate Bill 1319, and Assembly Bill 1739, which was approved by the Governor on September 16, 2014, and went into effect on January 1, 2015; and

B. **WHEREAS**, the Subbasin has been designated by the California Department of Water Resources (DWR) as a high-priority subbasin in a condition of critical groundwater overdraft and is subject to the requirements of SGMA; and

C. **WHEREAS**, SGMA requires that all medium and high priority groundwater basins in California be managed by a Groundwater Sustainability Agency (GSA), or multiple GSAs, and that such management be implemented pursuant to an approved Groundwater Sustainability Plan (GSP), or multiple GSPs; and

D. **WHEREAS**, in accordance with Resolution No. 2017-014, the County of Madera elected to become the exclusive GSA for those portions of the Subbasin as shown in Exhibit A; and

E. **WHEREAS**, CSG represents a service area listed in Exhibit B and intends to become a California special district by seeking formal LAFCO approval in order to become a GSA, and Madera County intends to support CSG's efforts to become a water district and GSA which are intended to manage groundwater consistent with the Chowchilla GSP within the Exhibit B service area; and

F. **WHEREAS**, on January 29, 2020, the County submitted a GSP to DWR; and

G. **WHEREAS**, the Parties agree that for the purposes of this MOU, "Domestic Wells" shall be limited to individual private domestic wells and to develop a working relationship between Madera County GSA and the Chowchilla Subbasin Growers; and

H. **WHEREAS**, the Parties agree that as a result of the continued decline in groundwater levels anticipated to occur over the GSP Implementation Period, there may be adverse impacts to some domestic wells in the Subbasin; and

I. **NOW, THEREFORE**, in consideration of the mutual promises, covenants and conditions contained herein and these Recitals, which are hereby incorporated herein by this reference, the Parties agree to mitigate for domestic well impacts resulting from declining groundwater levels that occur from groundwater management activities outlined in the GSP in a Domestic Well Mitigation Program (Program) and work collaboratively to implement SGMA and achieve groundwater sustainability.

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AGREEMENT

1. **PROPORTIONATE SHARE.** The CSG agree to fund the Program annually on a per acre basis, at the rate of \$16.89/acre, consistent with the list of APNs of members of the CSG set forth in Exhibit B. The CSG shall not be responsible for other SGMA-costs pertaining to properties not listed in Exhibit B. Other parties in the County GSA will contribute the Program using the same rate and MOU process. Any penalties collected by the GSA from non-CSG members within the Exhibit B area will be allocated to well mitigation.

2. **ACCOUNTING.** Annual funding for the Program shall be placed in an interest-bearing account managed by one of the GSAs, currently Chowchilla Water District or another party identified by the GSAs.

3. **BUDGET CYCLE.** The budget cycle of the Program shall be on a calendar year basis.

4. **COLLABORATION AND REVIEW.** Not less than twice per year, the Parties shall meet at a location convenient to both. Each party to this MOU will select 2 representatives to attend the meetings. Scheduling of the meetings will be subject to the Parties availability. This meeting is the primary method for the County GSA to provide input and for the Parties to collectively achieve the goals of the GSP in Madera County. Meeting topics and goals include:

- Domestic Well Mitigation Program;
- Recharge Projects;
- Land fallowing or land repurposing;
- Purchases of water;
- Other implementation of sustainable groundwater management;

- LAFCO options, status and progress;
- Collection of funds; changes in acres represented;
- Penalties; and
- Potential grants.

5. **IN-KIND SERVICES**. Each Party is likely to provide in-kind services and subsequently incur in-kind costs as part of continued program development and management. Said costs shall be the responsibility of each Party unless otherwise agreed to by the Parties.

6. **FAILURE TO PAY**. Recognizing the importance of this Program, the Parties agree to the following potential actions should any Party fail to pay consistent with Section 1:

a. Failure to pay shall be explicitly noted in the Annual Report for the Subbasin.

b. Within 10 days after such failure to pay, the Parties shall attempt in good faith to resolve the dispute through informal means for a period of 30 days. If the Parties, through informal means, cannot agree upon a resolution of the failure to pay within 30 days, the Parties shall submit the dispute to mediation prior to commencement of legal action. The cost of mediation shall be split equally between the Parties. Upon completion of mediation and if the dispute has not been resolved, any Party may exercise any and all rights to bring a legal action relating to the dispute.

c. The Parties agree that penalties collected within the Chowchilla Subbasin of the County GSA shall be used to fund Domestic Well Mitigation within the Chowchilla Subbasin.

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7. **TERM.** The Program shall begin no later than January 1, 2024, shall cover eligible mitigation as of January 31, 2020, and shall continue for the duration of the GSP Implementation Period or until groundwater sustainability is achieved or until CSG becomes a GSA and adopts its own GSP, whichever comes first.

8. **NOTICES.** All notices required or permitted by the MOU shall be made in writing, and may be delivered in person (by hand or by courier) or may be sent regular, certified, or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by electronic transmission (email) and shall be deemed sufficiently given if served in a manner specified in this Section 16. The addresses and addressees noted below are the Party's designated address and addressee for deliver or mailing notices.

COUNTY

Stephanie Anagnoson
County of Madera
200 West 4th Street
Madera, CA 93637

CHOWCHILLA SUBBASIN GROWERS (CSG)

C/O Laurie Ringeisen
216 Chowchilla Blvd, Suite B
Chowchilla, CA 93610

With Copy to

Clerk of the Board
Madera County
Board of Supervisors
200 West 4th Street
Madera, CA 93637

Any Party may, by written notice to each of the other Parties, specify a different address for notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, three days after the postmark date. If sent by regular mail, the notice shall be deemed given 48 hours after it is addressed as required in this section and mailed with postage prepaid. Notices delivered by United States Express Mail or

overnight courier that guarantee next day delivery shall be deemed given 24 hours after delivery to the Postal Service or overnight courier. Notices transmitted by facsimile transmission or similar means (including email) shall be deemed delivered upon telephone or similar confirmation of delivery (confirmation report from fax machine is sufficient), provided a copy is also delivered via personal delivery or mail. If notice is received after 4:00 p.m. or on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

9. **TERMINATION**. Either Party to this MOU may terminate it by giving the other party 30 days written notice.

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IN WITNESS WHEREOF the foregoing Agreement is executed on the date and
year first above-written.



COUNTY OF MADERA

David B. Rogers
Chairman, Board of Supervisors

ATTEST:

Karen Sainieri
Clerk, Board of Supervisors

CHOWCHILLA SUBBASIN GROWERS
(CSG)

By: [Signature]
(Signature)

Jay Mahil
(Print Name)

Approved as to Legal Form:
COUNTY COUNSEL

Dale E.
By: Bacigalupi
Digitally signed by: Dale E. Bacigalupi
DN: CN = Dale E. Bacigalupi email =
dbacigalupi@lozanosmith.com C = US
O = Lozano Smith
Date: 2023.12.05 11:23:18 -08'00'

Title: Chairman

ACCOUNT NUMBER(S)

Exhibit B

APN	ACRES	OWNER
026-010-003	350.09	1000 CHOWCHILLA INC
026-020-001	71.87	1000 CHOWCHILLA INC
026-080-001	321.06	1000 CHOWCHILLA INC
026-120-016	116.74	1000 CHOWCHILLA INC
026-140-001	160	1000 CHOWCHILLA INC
030-021-003	38.61	AGRILAND HOLDING
030-061-002	46.59	AGRILAND HOLDING
022-200-006	75	AHLEM FAMILY LTD
022-210-003	69.14	AHLEM FAMILY LTD
043-023-006	5	AHLEM FAMILY LTD
043-025-003	89.66	AHLEM FAMILY LTD
020-100-030	37.19	ALLAN CLARK TRUST
020-100-036	81.21	ALLAN CLARK TRUST
022-130-004	63.85	AMERICAN UNITED FARMS CHOWCHILLA
022-140-003	541.46	AMERICAN UNITED FARMS CHOWCHILLA
020-120-012	181.67	DUANE & ANDREA BLECH TRUST
020-090-002	101.32	BOUWDEWYN & DARCY VLOT
020-090-003	160	BOUWDEWYN & DARCY VLOT
020-110-001	0.31	BOUWDEWYN & DARCY VLOT
020-110-009	0.5	BOUWDEWYN & DARCY VLOT
020-120-003	657.19	BOUWDEWYN & DARCY VLOT
020-120-004	118.16	BOUWDEWYN & DARCY VLOT
020-120-011	292.47	BOUWDEWYN & DARCY VLOT
020-150-006	21.81	BOUWDEWYN & DARCY VLOT
020-150-010	297.08	BOUWDEWYN & DARCY VLOT
020-160-015	153.59	BOUWDEWYN & DARCY VLOT
030-070-005	186.7	CALIFORNIA FIG CO
030-120-008	113.46	CALIFORNIA FIG CO
030-112-005	119.98	CAMERON RANCH ASSOCIATES LLC
026-030-001	42.69	CAMPOS FERMIN M TRUSTEE ETAL
026-020-002	34.00	CAMPOS FERMIN M TRUSTEE ETAL
030-062-015	4.37	CHADWICK & LAILA BURG DORFF
030-112-010	70.73	CHADWICK & LAILA BURG DORFF
021-140-016	37.72	CLAYTON G & PAULETTE R HAYNES TRUSTEE
022-150-002	231.42	COSTA VIEW FARMS #2

022-150-006	128.62	COSTA VIEW FARMS #2
022-150-007	82.95	COSTA VIEW FARMS #2
022-150-016	172.05	COSTA VIEW FARMS #2
022-220-008	126.92	COSTA VIEW FARMS #2
023-190-001	78.49	COSTA VIEW FARMS #2
023-190-002	231.31	COSTA VIEW FARMS #2
023-200-002	314.56	COSTA VIEW FARMS #2
023-250-006	29.72	COSTA VIEW FARMS #2
023-250-007	225.06	COSTA VIEW FARMS #2
023-260-001	288.7	COSTA VIEW FARMS #2
043-030-026	181.68	COSTA VIEW FARMS #2
043-041-003	306.11	COSTA VIEW FARMS #2
026-020-003	103.28	CREEKSIDE LAND CO LLC
026-030-002	239.65	CREEKSIDE LAND CO LLC
026-080-002	321.05	CREEKSIDE LAND CO LLC
026-090-001	636.97	CREEKSIDE LAND CO LLC
026-140-002	134.3	CREEKSIDE LAND CO LLC
026-150-001	120.84	CREEKSIDE LAND CO LLC
030-032-019	89.60	DENISE MARTIN TRUSTEE-HIDDEN RIVER RANCH
030-112-012	39.39	DURHAM GROVES LP
030-080-003	320.81	FAGUNDES
030-090-003	318.17	FAGUNDES
030-130-006	2.5	FAGUNDES
030-130-007	2.5	FAGUNDES
030-130-019	2.76	FAGUNDES
030-130-026	2.76	FAGUNDES
030-130-029	10.79	FAGUNDES
030-130-031	19.6	FAGUNDES
030-130-032	16.04	FAGUNDES
030-130-033	18.8	FAGUNDES
030-130-035	38.9	FAGUNDES
030-130-036	30.55	FAGUNDES
030-130-037	2.76	FAGUNDES
030-130-038	4.84	FAGUNDES
030-130-039	11.1	FAGUNDES
030-130-040	323.45	FAGUNDES
030-140-003	2.5	FAGUNDES

030-140-004	5	FAGUNDES
030-140-007	38.8	FAGUNDES
030-140-008	38.77	FAGUNDES
030-140-011	41	FAGUNDES
030-140-012	39.8	FAGUNDES
030-140-013	40.1	FAGUNDES
030-140-014	375.9	FAGUNDES
022-130-006	166.29	FARMERS INTERNATIONAL INC
022-140-005	15.27	FARMERS INTERNATIONAL INC
022-200-005	160	FARMERS INTERNATIONAL INC
022-210-006	81.6	FARMERS INTERNATIONAL INC
022-210-009	151.08	FARMERS INTERNATIONAL INC
020-032-015	104.6	FRANK COELHO & SONS
030-161-001	318.48	GARY & MARCIA SCHUH
030-031-017	199.51	GERALD CEDERQUIST & KATHLEEN SUDA TRUST
030-032-011	96	GERALD CEDERQUIST & KATHLEEN SUDA TRUST
030-032-015	12.42	GERALD CEDERQUIST & KATHLEEN SUDA TRUST
030-112-006	36.56	GREENWORK FARMS LLC
022-060-002	6.29	GREGORY & JENNIFER HOOKER
022-070-005	170.53	GREGORY & JENNIFER HOOKER
022-070-006	181.67	GREGORY & JENNIFER HOOKER
020-100-015	7.88	HARRIS FARMS LP
020-100-031	65.68	HARRIS FARMS LP
020-100-037	352.84	HARRIS FARMS LP
020-100-038	50.34	HARRIS FARMS LP
020-100-039	11.77	HARRIS FARMS LP
030-120-023	9.75	HERITAGE ORCHARDS LLC
021-140-017	86.28	HOOKER RANCH LP
021-140-042	40.27	HOOKER RANCH LP
021-140-044	89.71	HOOKER RANCH LP
022-050-005	81.01	HOOKER RANCH LP
022-050-007	278.8	HOOKER RANCH LP
022-060-004	4.4	HOOKER RANCH LP
022-060-006	595.65	HOOKER RANCH LP
022-070-001	269.32	HOOKER RANCH LP
022-070-008	24.17	HOOKER RANCH LP
022-080-002	282.89	HOOKER RANCH LP

043-030-020	255.49	IEST FAMILY FARMS
043-042-001	632.92	IEST FAMILY FARMS
043-083-005	13.3	IEST FAMILY FARMS
043-091-006	589.94	IEST FAMILY FARMS
026-010-002	222	JENNIFER BLISS ETAL
022-200-007	25	KARUN SAMRAN
043-023-005	55	KARUN SAMRAN
043-024-005	160	KARUN SAMRAN
043-024-006	158.79	KARUN SAMRAN
043-030-015	13.52	KARUN SAMRAN
043-030-029	79.02	KARUN SAMRAN
043-030-030	85.79	KARUN SAMRAN
043-073-003	158.79	KARUN SAMRAN
043-073-011	99.07	KARUN SAMRAN
043-073-012	58.61	KARUN SAMRAN
030-062-018	24	KILLADA PISTACHIO GROVES
030-042-010	76.4	LAURIE KUBICEK TRUSTEE
023-190-005	291.9	MICHAEL & ANDREA MCREE TRUSTEE
023-200-001	305.71	MICHAEL & ANDREA MCREE TRUSTEE
020-031-004	334.88	MICHAEL & WENDY VANDER DUSSEN
020-130-008	76.37	N&W LAND CO LLC
020-130-012	561.28	N&W LAND CO LLC
027-040-014	38.6	PACIFIC ORCHARDS LLC
027-040-017	478.02	PACIFIC ORCHARDS LLC
030-161-003	79.75	PACIFIC ORCHARDS LLC
030-062-017	20	PERALTA PISTACHIO GROVES
030-070-029	331.08	RICHARD & JANIS DE BENEDETTO TRUSTEE
030-120-017	38.87	RICHARD & JANIS DE BENEDETTO TRUSTEE
030-120-033	38.2	RICHARD & JANIS DE BENEDETTO TRUSTEE
030-161-004	79.75	RICHARD JURA TRUSTEE
030-161-005	79.75	RICHARD JURA TRUSTEE
030-161-006	79.75	RICHARD JURA TRUSTEE
043-075-006	238.8	SAMAR PISTACHIO RANCH
020-160-002	110.96	SAMARA RANCHES MADERA LLC
021-070-017	211.04	SAMARA RANCHES MADERA LLC
021-070-031	19.73	SAMARA RANCHES MADERA LLC
030-010-006	106.87	SAN JOAQUIN FIGS INC

030-050-007	140.00	SAN JOAQUIN FIGS INC
030-112-011	39.39	SANTA FE GROVES LP
030-112-013	47.99	SANTA FE GROVES LP
020-160-014	234.82	SCOTT WICKSTROM
021-070-011	7.38	SCOTT WICKSTROM
021-070-026	3.14	SCOTT WICKSTROM
030-061-003	36.66	SEQUOIA HOLDING INC
021-140-005	36.93	SHAWN & MIRANDA DILL TRUSTEE
021-140-006	61.44	SHAWN & MIRANDA DILL TRUSTEE
030-061-016	37.2	SHAWN COBURN TRUSTEE
030-061-017	38.21	SHAWN COBURN TRUSTEE
043-025-002	160.08	SOHAN & MANDEEP SAMRAN TRUST
043-026-002	320.16	SOHAN & MANDEEP SAMRAN TRUST
043-092-006	414.2	TRI LEST DAIRY
043-073-006	80	VERWEY INV LP
043-074-003	120	VERWEY INV LP
043-075-005	158.8	VERWEY INV LP
043-076-003	238.2	VERWEY INV LP
043-083-001	539.75	VERWEY INV LP
043-083-002	19.2	VERWEY INV LP
043-091-004	1.84	VERWEY INV LP
043-091-005	6.89	VERWEY INV LP
043-074-004	200	WILLIAM LITTLETON JR
043-076-005	397	WILLIAM LITTLETON JR

23,971.38 Total Acreage



Committee Members
Leticia Gonzalez
Robert Macaulay

ITEM 4.d

Date: October 3, 2025

To: Madera County Groundwater Sustainability Agency (GSA) Committee
Leticia Gonzalez, Robert Macaulay

From: Stephanie Anagnoson, Director of Water and Natural Resources

Subject: Action Item: Consideration and recommendation to the Board of Directors to approve a Resolution adopting a Policy for Allocation of Carryover Credits and Penalties During Farm Unit Reorganization

This proposed Resolution and Policy is consistent with the authority granted under the Sustainable Groundwater Management Act (SGMA), and is exempt from CEQA under Guidelines sections 15307, 15308, and 15061(b)(3).

DISCUSSION:

Background

The purpose of this item is for the GSA Committee to formalize policy flexibility related to the splitting, joining, and selling of farm units related to carryover and penalties.

Under the Sustainable Groundwater Management Act (SGMA), the Madera County GSA has authority to issue groundwater extraction allocations and regulate their use. The County GSA has historically allowed farm units to share groundwater allocations to reflect real-world farming operations. This proposed policy further refines existing procedures to promote flexibility, fairness, and clarity.

Farm units are the primary unit for allocations. Farm units are used in both assessing carryover (credits) and penalties (debits). Annually, farm units can be adjusted to add or subtract land. During this time, carryover and penalties may need to be distributed to the parcel level.





Committee Members
Leticia Gonzalez
Robert Macaulay

ITEM 4.d

Carryover

Carryover is unused allocation water rolled over automatically from year to year. Carryover can also be recharge and/or surface water purchase credits that roll over automatically from year to year. If a farm unit is split, the carryover credit is distributed to the resulting farm units using a volumetric apportionment approach, unless a negotiated lease or sales agreement provides for a different carryover split.

Staff recommends allowing flexibility for growers to negotiate carryover terms within a lease, sales, or other written agreement. If a fully executed lease, sales, or other agreement is provided, staff would follow the terms of that agreement for distribution of carryover. This revision is supported by the Madera County GSA's existing farm unit policy, which is to allow flexibility and reflect real-world farming conditions in which resources are shared among commonly operated or managed lands (Resolution 2020-166).

Penalties

Farm unit penalties have been assigned by a volumetric apportionment approach to each assessor's parcel unit ("APN") within the farm unit. This allows the farm unit penalty to be assessed through the County Tax Collector's Office if the penalties are unpaid after direct mail from the GSA.

Staff recommends the following modifications:

- Staff recommends allowing flexibility for growers to negotiate penalties within a lease, sales, or other written agreement. If a fully executed lease, sales, or other agreement is provided, staff would follow the terms of that agreement for distribution of penalties. This revision is supported by the Madera County GSA's existing farm unit policy, which is to allow flexibility and reflect real-world farming conditions in which resources are shared among commonly operated or managed lands (Resolution 2020-166).
- If a farm unit is sold during the calendar year and has penalties attributable to the calendar year, staff recommends that the owner for the majority of the calendar year shall be responsible for paying the penalty unless a lease, sales or other agreement applies.

How the Volumetric Apportionment Approach Works





Committee Members
Leticia Gonzalez
Robert Macaulay

ITEM 4.d

This approach uses a volumetric allocation process to distribute carryover credits and penalties to the individual parcels within the farm unit that accounts for how much groundwater each parcel actually uses. The volumetric apportionment approach proportionally allocates credits and penalties based on each parcel's contribution to the farm unit's overall groundwater use:

- **For carryover credits:** If a farm unit earns carryover credits, parcels that used less water (contributing more to the carryover credit) receive a larger share of the carryover credit.
- **For penalties:** If a farm unit incurs penalties, parcels that used more water (contributing more to the penalty) bear a larger share of those penalties.

This parcel-level tracking facilitates changes to allocation when farm units are divided, sold, or reconfigured over time.

FISCAL IMPACT:

There is no anticipated fiscal impact associated with approval of this resolution.

ATTACHMENTS:

1. Resolution Adopting Policy for Allocation of Carryover Credits and Penalties During Farm Unit Reorganization
2. RES NO. 2021-069

LT



**THE BOARD OF DIRECTORS
OF THE COUNTY OF MADERA
GROUNDWATER SUSTAINABILITY AGENCIES
FOR THE MADERA, CHOWCHILLA, AND DELTA-MENDOTA SUBBASINS**

In the Matter of	)	Resolution No.: _____
)	
THE SUSTAINABLE	)	RESOLUTION ADOPTING POLICY FOR
GROUNDWATER MANAGEMENT	)	ALLOCATION OF CARRYOVER
ACT	)	CREDITS AND PENALTIES
	)	DURING FARM UNIT
	)	REORGANIZATION
_____)	

WHEREAS, the Sustainable Groundwater Management Act, Water Code sections 10720-10737.8 ("SGMA"), was signed into law on September 14, 2014;

WHEREAS, SGMA requires that each groundwater basin be managed by a Groundwater Sustainability Agency ("GSA"), or multiple GSAs, and that such management be pursuant to an approved Groundwater Sustainability Plan ("GSP"), or multiple GSPs;

WHEREAS, SGMA provides GSAs with the authority and the technical and financial framework necessary to sustainably manage groundwater, and a GSA has the powers conferred in SGMA to provide the maximum degree of local control and flexibility consistent with the sustainability goals of SGMA;

WHEREAS, the County of Madera ("County") is the exclusive GSA for the portions of the Madera, Chowchilla, and Delta-Mendota Subbasins that are in unincorporated areas of the County and is not otherwise covered by another public agency (hereinafter referred to in the singular as the "County GSA"), and the Board of Supervisors is the ex officio Board of Directors (hereinafter "Board of Directors") for the County GSA;

WHEREAS, under SGMA, a GSA has the authority to limit extractions from groundwater wells, establish groundwater extraction allocations, and authorize temporary and permanent transfers of groundwater extraction allocations, and a GSA may adopt rules, regulations, ordinances, and resolutions to further these ends;

WHEREAS, the County GSAs have analyzed groundwater use over historical periods to the present and have noticed a significant increase in water demand caused by recent plantings of permanent crops into previously unplanted lands and the replacement of lower-water-using plants with higher-water-using plants, thus further exacerbating the challenges the GSPs seek to address with respect to achieving sustainability;

WHEREAS, on December 15, 2020, the Board of Directors adopted Resolution No. 2020-166, adopting an approach to allocating groundwater (the “Allocation Approach”) in the Subbasins, allowing parcels meeting certain criteria (hereafter “eligible parcels”) to have access to groundwater classified using two (2) designations:

1. The sustainable yield of native groundwater; and
2. Transitional water that is continued overdraft but will incrementally decrease during the GSP implementation period;

WHEREAS, the Allocation Approach allows the County GSAs’ per-acre (parcel-based) allocations of sustainable yield and transitional water to be shared within designated “farm units” to allow flexibility and reflect real-world farming conditions in which resources are shared among commonly operated or managed lands;

WHEREAS, because a farm unit is for the purpose of allowing a landowner and/or land manager to group parcels together within the same farm unit zone that are commonly

operated or managed, it should be demonstrated to the satisfaction of the County GSA an existing relationship of owning/managing for any parcels to be included in a farm unit;

WHEREAS, on June 8, 2021, the County GSA Board of Directors adopted Resolution No. 2021-069, establishing rules for farm unit allocations including carryover allocations;

WHEREAS, it is the desire of the Board of Directors to adopt a resolution that further formalizes such allocation of carryover credits and penalties during farm unit reorganization at the year-end; and

WHEREAS, this Resolution is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines sections 15307 (action of regulatory agency to protect natural resources), 15308 (action of a regulatory agency to protect the environment), and 15061(b)(3) (the "common sense" exemption where a project is exempt if it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment).

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors for the County GSA in the Madera, Chowchilla and Delta-Mendota Subbasins, as follows:

1. The recitals set forth above are found to be true and correct and are incorporated herein by reference.
2. The rules governing farm unit carryover allocation and penalties during farm unit reorganization are attached hereto as Exhibit "A."
3. The Director of the Department of Water and Natural Resources is hereby authorized and directed to take further actions as may be necessary to implement the intent and purposes of this resolution.

* * * * *

The foregoing Resolution was adopted this ____ day of _____ 2025, by
the following vote:

Director Wamhoff voted: _____

Director Rogers voted: _____

Director Poythress voted: _____

Director Gonzalez voted: _____

Director Macaulay voted: _____

Chair, Board of Directors

ATTEST:

Clerk, Board of Directors

Approved as to Legal Form
COUNTY COUNSEL

By: **Rebecca D. Wilson**
Digitally signed by: Rebecca D. Wilson
DN: CN = Rebecca D. Wilson
email = rwilson@lozanosmith.com
C = US O = Lozano Smith
Date: 2025.08.27 09:01:35 -07'00'

EXHIBIT A



Policy For Allocation of Carryover Credits And Penalties During Annual Farm Unit Reorganization

At the end of each year, Madera County Groundwater Sustainability Agency in the Madera, Chowchilla and Delta-Mendota Subbasins ("GSA") staff allow farm units to be reorganized within farm unit zones. This might include a farm unit that is split from one farm unit into multiple farm units. This also might include a farm unit that is created by combining existing farm units.

If members of a farm unit wish to split a farm unit or sell land within a farm unit, GSA staff recommend notifying the GSA at least 30 days before the proposed split or sale.

Carryover Credits

The Sustainable Groundwater Management Act ("SGMA") expressly gives GSAs the power to: "establish accounting rules to allow unused groundwater extraction allocations issued by the agency to be carried over from one year to another and voluntarily transferred." (Water Code, § 10726.4 (a)(4).) Allowing variation in farm unit carryover allocations also tends to be supported by the Madera County GSA's allocation policy which is *"to allow flexibility and reflect real-world farming conditions"* in which resources are shared among commonly operated or managed lands" (emphasis added) (Resolution 2020-166.)

Groundwater allocation carryover credits will automatically roll over from year to year. If a farm unit is split, the carryover credit is distributed to the resulting farm units using a volumetric apportionment approach, unless a negotiated lease, sales or other written agreement provides for a different carryover split.

If the farm unit parties wish to split carryover credit allocations using a calculation different than a volumetric apportionment approach, the farm unit parties shall provide a fully executed lease, sales or other written agreement that describes the carryover credit allocation in such a way that it is clear and understandable and can be carried out by GSA staff.

Penalties

Farm unit penalties shall be assigned by a volumetric apportionment approach to each assessor's parcel unit ("APN") within the farm unit. This allows the farm unit penalty to be





assessed through the County Treasurer-Tax Collector's Office if the penalties are unpaid after direct mail from the GSA.

If a farm unit is sold during the calendar year and has penalties attributable to the calendar year, the owner for the majority of the calendar year shall be responsible for paying the penalty unless a lease, sales or other written agreement applies.

How the Volumetric Apportionment Approach Works

The GSA shall distribute both carryover credits and penalties to individual parcels within each farm unit using a volumetric apportionment approach. This approach uses a volumetric allocation process that accounts for how much groundwater each parcel actually uses, when distributing carryover credits and penalties to the individual parcels within the farm unit.

The volumetric apportionment approach proportionally allocates credits and penalties based on each parcel's contribution to the farm unit's overall groundwater use:

- **For carryover credits:** If a farm unit earns carryover credits, parcels that used less water (contributing more to the carryover credit) receive a larger share of the carryover credit.
- **For penalties:** If a farm unit incurs penalties, parcels that used more water (contributing more to the penalty) bear a larger share of those penalties.

This parcel-level tracking facilitates changes to allocations when farm units are divided, sold, or reconfigured over time.



**BEFORE THE
BOARD OF DIRECTORS FOR THE
COUNTY OF MADERA GROUNDWATER
SUSTAINABILITY AGENCY**

In the Matter of	)	Resolution No.: <u>2021 - 069</u>
)	
SUSTAINABLE GROUNDWATER	)	RESOLUTION ESTABLISHING
MANAGEMENT ACT	)	GROUNDWATER ALLOCATION
	)	AMOUNTS FOR 2021 THROUGH 2025
	)	AND FARM UNIT DOCUMENTATION
_____)	

WHEREAS, the Sustainable Groundwater Management Act of 2014, Water Code sections 10720-10737.8 ("SGMA") was signed into law on September 16, 2014.

WHEREAS, SGMA requires that each California groundwater basin be managed by a Groundwater Sustainability Agency ("GSA"), or multiple GSAs, and that such management be implemented pursuant to an approved Groundwater Sustainability Plan ("GSP"), or multiple GSPs.

WHEREAS, SGMA provides GSAs with the authority and the technical and financial assistance necessary to sustainably manage groundwater, and a GSA has the powers conferred in SGMA to provide the maximum degree of local control and flexibility consistent with the sustainability goals of SGMA.

WHEREAS, Madera County encompasses the Madera Subbasin (Basin No. 5-22.06), the Chowchilla Subbasin (Basin No. 5-22.05), and, in part, the Delta-Mendota Subbasin (Basin No. 5-22.07) in the San Joaquin Valley Groundwater basin (collectively the "Subbasins"), all of which have been designated as high-priority basins by the California Department of Water Resources ("DWR").

WHEREAS, on January 24, 2017, the Board of Supervisors for the County of Madera elected to have the County of Madera become the exclusive GSA for the portions of the Subbasins that are in unincorporated areas of Madera County, and not otherwise covered by another public agency (hereinafter “County GSAs”).

WHEREAS, on or about May 13, 2017, the County of Madera became the exclusive GSA for the relevant portions the Subbasins, and the County Board of Supervisors became the ex officio Board of Directors for the County GSAs.

WHEREAS, on December 17, 2019, the County GSAs adopted GSPs for the Subbasins that described a “sustainable yield” of native groundwater (water that naturally exists in the Subbasins from seepage and percolation) of approximately 0.5 acre-feet per acre for the Subbasins.

WHEREAS, consumptive use of groundwater within the County GSA boundaries exceeds the available sustainable yield, and the GSPs identified demand reduction as a critical management action to achieve to achieve SGMA's sustainability goal in the Subbasins within 20 years of the implementation of the GSPs.

WHEREAS, under SGMA a GSA has the authority to limit extractions from groundwater wells, establish groundwater extraction allocations, authorize temporary and permanent transfers of groundwater extraction allocations, and a GSA may adopt rules, regulations, ordinances, and resolutions to further these ends.

WHEREAS, the County GSAs have analyzed groundwater use over historical periods to the present, and have noticed a significant increase in water demand caused by recent plantings of permanent crops into previously unplanted lands and the replacement of lower-

water using plants with higher-water using plants, thus further exacerbating the challenges the GSPs seek to address with respect to achieving sustainability within the Subbasins; and

WHEREAS, on December 15, 2020, the Board of Directors adopted a Resolution No: 2020-166 adopting an approach to allocating groundwater (the “Allocation Approach”) in the Subbasins.

WHEREAS, the Allocation Approach includes access to groundwater classified using two designations:

- a. A “sustainable yield” of native groundwater; and
- b. “Transitional water” that is continued overdraft of the Subbasins but will incrementally decrease during the GSP implementation period.

WHEREAS, the Allocation Approach is a process whereby sustainable yield access is offered to overlying groundwater rights users every five years, and whereby participation will include (a) the opportunity to pump a designated quantity of sustainable yield within each year, (b) the opportunity to pump a designated quantity of transitional water within each year, and (c) the requirement to pay for pumped quantities of sustainable yield and transitional water based upon a volumetric rate structure that is to be established at a future date.

WHEREAS, the Allocation Approach allows the County GSAs’ per-acre (parcel-based) allocations of sustainable yield and transitional water to be shared within designated “farm units” so as to allow flexibility and reflect real-world farming conditions in which resources are shared among commonly operated or managed lands.

WHEREAS, because a farm unit is for the purpose of allowing a landowner and/or land manager to group parcels together that are commonly operated or managed, it should be

demonstrated to the satisfaction of the County GSA an existing relationship of owning/managing for any parcels to be included in a farm unit.

WHEREAS, in furtherance of the Allocation Approach, the County GSA has calculated a per acre allocation of sustainable yield and transitional water for each County GSA based on best available data, and such calculations are contained in tables (“Tables”) that are attached hereto as **Exhibit A**.

WHEREAS, the allocation shall be limited to use within the parcel or within the designated farm unit.

WHEREAS, irrigated land includes agricultural lands that are currently irrigated as of June 8, 2021, or were last irrigated as recently as January 1, 2015, but now may otherwise be non-irrigated (e.g. fallowed or idle).

WHEREAS, in determining what constitutes an irrigated parcel, the County GSA may rely upon (1) Madera County Assessor records, (2) satellite or aerial imagery, (3) evapotranspiration analysis performed by a remote sensing service, (4) County GSA staff inspection, and (5) the submittal by parcel owner or representative of pertinent documentation when enrolling the parcel into to the GSA Allocation Approach and acceptance of associated requirements imposed therein, any and all of which would need to be to the satisfaction of the County GSA.

WHEREAS, the establishment of allocation amounts and farm unit documentation requirements is exempt from review under the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines sections 15307 (action of a regulatory agency to protect natural resources), 15308 (action of a regulatory agency to protect the environment), and 15061(b)(3) (the “common sense” exemption where a project is exempt if can be seen with certainty that

there is no possibility that the activity in question may have a significant effect on the environment).

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors for the County GSAs, as follows:

1. The above Recitals are hereby incorporated by reference and are made a substantive part of this Resolution.
2. In order to receive an allocation for a farm unit, a landowner must demonstrate to the satisfaction of the County GSA an existing relationship of owning/managing for any parcels to be included in a farm unit.
3. A true and correct copy of the Tables is attached hereto as **Exhibit A**, and the Tables are hereby approved and adopted.
4. Groundwater allocations shall be limited to use within the parcel or within the designated farm unit.
5. Transitional water will only be allocated to lands that are considered irrigated lands as of the date of the adoption of this Resolution.
6. The Director of the County Department of Water and Natural Resources ("Department Director") is hereby authorized and directed to take all measures in furtherance of, and consistent with, this Resolution.

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* * * * *

The foregoing Resolution was adopted this 8TH day of JUNE, 2021, by

the following vote:



Director Frazier voted:

Director Rogers voted:

Director Poythress voted:

Director Gonzalez voted:

Director Wheeler voted:

yes
yes
yes
yes
yes

Robert Poythress
Robert Poythress
Chairman, Board of Directors

ATTEST:

Karen Poy
Clerk, Board of Directors

Approved as to Legal Form:
COUNTY COUNSEL

Michael R.

By Linden

Digitally signed by: Michael R.
Linden
DN: CN = Michael R. Linden email =
mlinden@lozanosmith.com C = US
O = LOZANO SMITH
Date: 2021.06.08 17:17:04 -07'00'

Exhibit A

Allocations

Option C

Madera County GSA: Madera Subbasin							
	GSA Allocations (af/yr)		Per-Acre Allocation (inches/ac/yr)				
Year	SY	TW	B-SY	Re-SY	TW	Total for Irr.	Total Non-irr.
2020	90,000	113,000	6	7	16.0	28.7	0
2021		110,740			15.6	28.3	0
2022		108,480			15.3	28.0	0
2023		106,220			15.0	27.7	0
2024		103,960			14.7	27.4	0
2025		101,700			14.4	27.1	0
Irrigated Acres = 85,000			Can access B-SY, Re-SY and TW				
Non-Irr. Opt-in acres = 0			Can access only B-SY and Re-SY				
Total GSA acres = 185,000							
Per-Acre Allocation Terms:							
Base Sustainable Yield (B-SY) - the quantity of sustainable yield of native groundwater when shared equally over all GSA acres at 6 in/ac/yr.							
Re-allocated Sustainable Yield (Re-SY) - the amount of Base Sustainable Yield remaining when considering GSA parcels that have chosen to opt-out. The quantity is divided and shared equally among the remaining opt-in parcels and added to the Base Sustainable Yield, estimated at 3 in/ac/yr.							
Transition Water (TW) - the annual quantity available to irrigated or non-irrigated lands. This quantity will decrease annually until zero. "Never-irrigated" lands are not eligible for Transition Water.							

Madera County GSA: Chowchilla Subbasin							
GSA Allocations (af/yr)			Per-Acre Allocation (inches/ac/yr)				
Year	SY	TW	B-SY	Re-SY	TW	Total for Irr.	Total Non-irr.
2020	22,500	63,400	6	1.1	20.0	27.1	0
2021		62,132			19.6	26.7	0
2022		60,864			19.2	26.3	0
2023		59,596			18.8	25.9	0
2024		58,328			18.4	25.5	0
2025		57,060			18.0	25.1	0
Irrigated Acres = 38,000			Can access B-SY, Re-SY and TW				
Non-Irr. Opt-in acres = 0			Can access only B-SY and Re-SY				
Total GSA acres = 45,000							
Per-Acre Allocation Terms:							
Base Sustainable Yield (B-SY) - the quantity of sustainable yield of native groundwater when shared equally over all GSA acres at 6 in/ac/yr.							
Re-allocated Sustainable Yield (Re-SY) - the amount of Base Sustainable Yield remaining when considering GSA parcels that have chosen to opt-out. The quantity is divided and shared equally among the remaining opt-in parcels and added to the Base Sustainable Yield, estimated at 0.5 in/ac/yr.							
Transition Water (TW) - the annual quantity available to irrigated or non-irrigated lands. This quantity will decrease annually until zero. "Never-irrigated" lands are not eligible for Transition Water.							

Madera County GSA: Delta Mendota Subbasin							
GSA Allocations (af/yr)			Per-Acre Allocation (inches/ac/yr)				
Year	SY	TW	B-SY	Re-SY	TW	Total for Irr.	Total Non-irr.
2020	1,500	2,000	6	2.6	11.4	20.0	0
2021		1,960			11.2	19.8	0
2022		1,920			11.0	19.6	0
2023		1,880			10.7	19.3	0
2024		1,840			10.5	19.1	0
2025		1,800			10.3	18.9	0
Irrigated Acres = 2,100			Can access B-SY, Re-SY and TW				
Non-Irr. Opt-in acres = 0			Can access only B-SY and Re-SY				
Total GSA acres = 3,000							
Per-Acre Allocation Terms:							
Base Sustainable Yield (B-SY) - the quantity of sustainable yield of native groundwater when shared equally over all GSA acres at 6 in/ac/yr.							
Re-allocated Sustainable Yield (Re-SY) - the amount of Base Sustainable Yield remaining when considering GSA parcels that have chosen to opt-out. The quantity is divided and shared equally among the remaining opt-in parcels and added to the Base Sustainable Yield, estimated at 2.6 in/ac/yr.							
Transition Water (TW) - the annual quantity available to irrigated or non-irrigated lands. This quantity will decrease annually until zero. "Never-irrigated" lands are not eligible for Transition Water.							



Committee Members
Leticia Gonzalez
Robert Macaulay

ITEM 4.e

Date: October 3, 2025

To: Madera County Groundwater Sustainability Agency (GSA) Committee
Leticia Gonzalez, Robert Macaulay

From: Stephanie Anagnoson, Director of Water and Natural Resources

Subject: Informational Item: Davids Engineering Contract with Chowchilla Water District for Demand Management and Subsidence Mitigation in the Chowchilla Subbasin

DISCUSSION:

Background

The four Groundwater Sustainability Agencies (GSAs) representing the Chowchilla Subbasin (Chowchilla Water District, County of Madera - Chowchilla, County of Merced - Chowchilla, and Triangle T Water District) have had several meetings with the State Water Resources Control Board (SWRCB) staff during which the SWRCB staff indicated that all the GSAs must prepare demand management programs and subsidence mitigation measures with specific triggers.

The GSAs prepared a Memorandum of Understanding (MOU) to establish demand management programs and subsidence mitigation measures to address and mitigate overdraft, groundwater level decline, subsidence, and impacts from subsidence.

Chowchilla Water District serves as the plan manager for Chowchilla Subbasin and is entering into a contract with Davids Engineering for an amount not to exceed \$193,400 on behalf of Chowchilla Subbasin. TTWD GSA has received permission from DWR to move an amount of \$33,000 from an existing grant within the subbasin to offset costs for this proposal.

The scope of work within this contract will support the GSAs with planning and decision-making to establish Groundwater Demand Management (GDM) programs and subsidence





Committee Members
Leticia Gonzalez
Robert Macaulay

ITEM 4.e

mitigation measures ensuring they are ready for implementation in 2026, consistent with commitments in the 2025 Revised GSP.

The scope of services outlined in the proposal are described below:

Scope of Services:

Task 1: Support Development of GDM Programs and Subsidence Mitigation Measures

The demand management program and subsidence mitigation MOU includes the development of GDM programs and subsidence mitigation measures including voluntary and mandatory triggers. This also includes developing a schedule and timeline for implementation when certain conditions are triggered.

Program Measures include both voluntary and mandatory items. Voluntary measures include land repurposing, incentives for land use changes, dryland farming, fallowing, water conservation, encouraging use of available surface water resources, and encouraging on-farm best management practices. Mandatory measures include considering groundwater allocations, well extraction restrictions, and penalties and fee structures for unsustainable groundwater extraction.

It is anticipated that trigger conditions may be defined in reference to, but may not be limited to groundwater conditions (e.g., groundwater levels or subsidence) that do not meet or exceed the interim milestones specified in the Revised GSP at the interim milestone date, conditions that are approaching undesirable results in the subbasin or some portion thereof and occurrence of undesirable results in the subbasin or some portion thereof.

This task also includes determination of proportionate responsibilities and funding/financing approaches, and determining the appropriate processes related to public outreach/engagement, program implementation and management as well as monitoring and enforcement. The estimated total cost for Task 1 is not to exceed \$138,000.

Task 2: Facilitate Technical Coordination Meetings

Bi-weekly one-hour remote meetings will be conducted to facilitate technical coordination between the DE team and the GSAs. These meetings will be used to present updates, raise technical considerations, and solicit feedback on Project development topics from the GSAs. The DE team will have up to four team members attend remotely to streamline technical





Committee Members
Leticia Gonzalez
Robert Macaulay

ITEM 4.e

coordination and project implementation. The estimated total cost for Task 2 is not to exceed \$20,000.

Task 3: Facilitate Public Workshops and GSA Meetings

The DE team will support the GSAs in holding public workshops and GSA meetings to review important GDM programs and subsidence mitigation topics, solicit feedback from GSA Board members and the public, and guide next steps for project implementation. Support efforts will include planning and presenting at a total of four, two-hour meetings and providing limited, remote support to GSA representatives for presentations at GSA Board meetings. The estimated total cost for Task 3 is not to exceed \$35,400.

The costs of the tasks are broken down as follows:

Task 1 estimated total cost: \$138,000

Task 2 estimated total cost: \$20,000

Task 3 estimated total cost: \$35,400

Total Cost: \$193,400

The DE team proposes to complete all work by December 31, 2026.

FISCAL IMPACT:

The total cost not to exceed \$194,400 will be split by the four GSAs in the Chowchilla Subbasin (Madera County GSA, TTWD GSA, CWD GSA and Merced County GSA). The cost share is proportionately based on gross acreage within each GSA's boundaries. CWD GSA percent of contribution is 58.24% or a maximum cost of \$112,629.39, Madera County GSA percent of contribution is 30.83% or a maximum cost of \$59,619.55, TTWD GSA percent of contribution is 10.05% or a maximum cost of \$19,432.54, and Merced County GSA percent of contribution is 0.89% or a maximum cost of \$1,718.52.

ATTACHMENTS:

1. Chowchilla Cost Sharing MOU
2. Chowchilla Subbasin GDM Subsidence Mitigation Proposal
3. Demand Management & Subsidence MOU 12957-25

TP



**MEMORANDUM OF UNDERSTANDING
WITH RESPECT TO THE COORDINATION, COOPERATION AND COST SHARING IN
THE IMPLEMENTATION OF THE CHOWCHILLA SUBBASIN GROUNDWATER
SUSTAINABILITY PLAN**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into the ____ day of _____, 2019 (the "Effective Date"), by and among the CHOWCHILLA WATER DISTRICT, a California water district ("CWD"), the COUNTY OF MADERA, a political subdivision of the State of California ("MADERA COUNTY"), the COUNTY OF MERCED, a political subdivision of the State of California ("MERCED COUNTY"), and TRIANGLE T WATER DISTRICT, a California water district ("TRIANGLE T") collectively hereinafter referred to as the "Parties."

RECITALS

A. WHEREAS, on September 16, 2014, the Governor of the State of California signed SGMA into law, consisting of Senate Bills 1168 and 1319, and Assembly Bill 1739 collectively, codified at Water Code Sections 10720 *et seq.*; and

B. WHEREAS, SGMA requires that California groundwater basins and subbasins be managed by a Groundwater Sustainability Agency ("GSA") or multiple GSAs, and that such management be implemented pursuant to an approved Groundwater Sustainability Plan ("GSP") or multiple coordinated GSPs; and

C. WHEREAS, each Party overlies the Chowchilla Groundwater Subbasin ("Chowchilla Subbasin"), as its boundaries are recognized by California's Department of Water Resources ("DWR"), and may be modified from time to time in accordance with Water Code section 10722.2; and,

D. WHEREAS, each Party is either a GSA, is authorized to become a GSA, or may participate in a GSA under SGMA; and,

E. WHEREAS, the Parties previously entered into an MOU to prepare a Groundwater Sustainability Plan for the Chowchilla Subbasin and share in the costs therein; and

F. WHEREAS, the Parties have jointly prepared the Chowchilla Subbasin GSP; and

G. WHEREAS, the Parties desire, through this MOU, to develop a process for coordination and cooperation in the implementation of the Chowchilla Subbasin GSP, and to allocate the costs related to the implementation of basin-wide projects and to the preparation of the Annual Reports, as required under Water code section 10728, and Periodic Evaluations, required under Water Code section 10728.2, of that GSP.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein and these Recitals, which are hereby incorporated herein by this reference, it is agreed by and among the Parties as follows:

1. **Objectives.** The objectives of the Parties in entering into this MOU are as follows:

(a) The Parties intend to work together in mutual cooperation to jointly coordinate and cooperate in the implementation of the Chowchilla Subbasin GSP in compliance with SGMA, for the sustainable management of groundwater for the entire Chowchilla Subbasin.

(b) The Parties intend to allow any individual GSA that is a party to this Agreement to implement the GSP within its boundaries, and intend to work together to coordinate such implementation in accordance with the requirements of SGMA.

(c) The Parties intend that nothing in this MOU will serve to limit, or otherwise interfere with a respective Party's rights and authorities over its own internal matters as recognized by SGMA, including, but not limited to, a Party's rights and powers as a GSA, its surface water supplies, groundwater supplies, facilities, operations, water management, water supply matters, or anything else limiting a Party's police powers under any other authority.

(d) The Parties intend through this MOU to share the cost of the implementation of basin-wide projects, and the cost of preparation of Annual Reports and Periodic Evaluations.

(e) Each Party acknowledges that the SGMA GSP Regulations provide that multiple GSAs within a given Bulletin 118 groundwater subbasin are required to use the same data and consistent methodologies for certain required technical assumptions when developing a GSP, and the GSP must be implemented throughout the subbasin for the subbasin to be deemed in compliance with SGMA.

(f) Each Party recognizes that nothing in this Agreement confers authorities or powers to any Party that the Party does not otherwise already hold.

2. **Powers Reserved to the GSAs that are Parties to this Agreement.** Each of the individual GSAs that are Parties to this Agreement will, in their discretion, have the sole and exclusive right to:

(a) Function as a GSA or to become a GSA individually or collectively within the Party's boundaries or the Management Area managed in whole or in part by such Party.

(b) Each individual Party may implement the GSP, as adopted by the GSAs that are Parties to this Agreement, in such Party's boundaries, or the Management Area managed in whole or in part by such Party.

(c) Notwithstanding anything to the contrary in this MOU, a Party may perform work related to implementation of the Chowchilla Subbasin GSP within the geographic or service area boundary of a GSA that is a Party to this Agreement only if that GSA has expressly consented in writing to the proposed work.

(d) Exercise the powers, without limitation, conferred to a GSA by SGMA.

3. **Administration.** With respect to the administration of this MOU, the Parties agree as follows:

(a) This MOU will not create a new entity with any new powers.

(b) This MOU will be administered by the Parties through an advisory Committee ("Committee"), consisting of one member and one alternate from each of the GSAs that are Parties to this Agreement and one non-voting member and one non-voting alternate from Sierra Vista Mutual Water Company.

(c) Each member of the Committee will share its Party's plans for implementation of the Chowchilla Subbasin GSP.

(d) The Committee may develop recommendations for implementation of the Chowchilla Subbasin GSP, based on an agreement of the majority of the Committee's members. However, the governing bodies of each of the GSAs will be required to approve those recommendations prior to them becoming effective.

(e) The Parties will designate an administrative and fiscal agent(s) from among themselves to schedule meetings, prepare agendas, meeting notes, collect payments from the Parties, and pay obligations approved by the Parties.

4. **Cost Sharing.** With respect to the sharing of costs, the Parties to this MOU agree as follows:

(a) The Committee shall develop a recommended budget for the implementation of basin-wide projects, and the preparation of Annual Reports and Periodic Evaluations, and such budgets must be approved by all of the voting Parties to become effective.

(b) Costs shall be allocated proportionately based on gross acreage within each GSA's boundaries.

5. **Term.** This MOU shall be effective as of the Effective Date, and shall remain in effect until terminated by all of the Parties.

6. **Withdrawal.** A Party may, in its sole discretion, withdraw from this MOU upon 90 days written notice to the other Parties, provided that the withdrawing Party will remain responsible for its proportionate share of any obligation or liability duly incurred under this MOU, and previously approved by the withdrawing Party.

7. **Notices.** All notices required or permitted by this MOU shall be in writing, and may be delivered in person (by hand or by courier) or may be sent by regular, certified, or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by electronic transmission (email) and shall be deemed sufficiently given if served in a manner specified in this Section 5. The addresses and addressees noted below are that Party's designated address and addressee for delivery or mailing of notices.

To CWD:

Chowchilla Water District
327 S. Chowchilla Boulevard
Chowchilla, CA 93610
Telephone: 559-665-3747

To County of Madera:

County of Madera
Department of Water and Natural Resources
200 W. Fourth Street
Madera, CA 93637
Telephone: 559-675-7821

To Triangle T:

Triangle T Water District
4400 Hays Drive
Chowchilla, CA 93610
Telephone: 209-665-1788

To County of Merced:

County of Merced
Community and Economic Development Department
2222 M Street
Merced, CA 95340
Telephone: 209-385-7654

Either Party may, by written notice to the other, specify a different address for notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of

delivery shown on the receipt card, or if no delivery date is shown, three (3) days after the postmark date. If sent by regular mail, the notice shall be deemed given forty-eight (48) hours after it is addressed as required in this section and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed given twenty-four (24) hours after delivery to the Postal Service or courier. Notices transmitted by facsimile transmission or similar means (including email) shall be deemed delivered upon telephone or similar confirmation of delivery (confirmation report from fax machine is sufficient), provided a copy is also delivered via personal delivery or mail. If notice is received after 4:00 p.m. or on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

8. **Compliance with Laws.** In any action taken pursuant to this MOU, the Parties shall comply with all applicable statutes, laws, and regulations, specifically including, but not limited to, SGMA and its implementing regulations, as they now exist or as they may be amended or promulgated from time to time.

To the extent that this MOU conflicts with or does not accurately reflect any applicable statutes, laws, or regulations now existing or as amended or promulgated from time to time, the laws, statutes, and regulations shall govern. To the extent that any applicable statutes, laws, or regulations are amended or newly promulgated in such a manner that causes this MOU to conflict with, or no longer accurately reflect, such statutes, laws, or regulations, this MOU shall be modified, in writing, by all Parties, in order to comport with the newly amended or promulgated statutes, laws, or regulations.

9. **Entire Agreement.** This MOU and items incorporated herein contain all of the agreements of the Parties with respect to the matters contained herein, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose.

10. **Amendments.** No provisions of this MOU may be amended or modified in any manner whatsoever except by an agreement in writing duly authorized by the governing bodies of all Parties.

11. **Assignment.** The rights and obligations of the Parties under this MOU may not be assigned or delegated.

12. **Binding Effect.** This MOU shall apply to and bind successors, assignees, contractors, subcontractors, transferees, agents, employees, and representatives of the respective Parties hereto.

13. **Governing Law.** This MOU and all documents provided for herein and the rights and obligations of the Parties hereto shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of California (without giving effect to any choice of law principles).

14. **Waiver.** The failure of any Party to insist on strict compliance with any provision of this MOU shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by any Party of either performance or payment shall not be considered to be a waiver of any preceding breach of the MOU by any other Party.

15. **Severability.** If any term or provision of this MOU is, to any extent, held invalid or unenforceable, the remainder of this MOU shall not be affected.

16. **Headings.** The subject headings of the sections of this MOU are included for purposes of convenience only and shall not affect the construction or interpretation of any of the provisions herein.

17. **Counterparts.** This MOU may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

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

CHOWCHILLA WATER DISTRICT,
a California water district

By: _____

Name: _____

Title: _____

TRIANGLE T WATER DISTRICT
a California water district

By: _____

Name: _____

Title: _____

COUNTY OF MERCED

By: _____

Name: _____

Title: _____

COUNTY OF MADERA

By: Brett Frazier

Name: BRETT FRAZIER


Title: Chairman, Board of Directors

Approved as to Legal Form:

COUNTY COUNSEL

By: [Signature]
MICHAEL LINDEY, DEPUTY

COUNTY OF MERCED

By: 
DEC 17 2019
Name: Lloyd Pereira
Title: Chairman

COUNTY OF MADERA

By: _____
Name: _____
Title: _____

APPROVED AS TO LEGAL FORM
JAMES N. FINCHER
MERCED COUNTY COUNSEL

BY: 
Jeffrey B. Grant

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

CHOWCHILLA WATER DISTRICT,
a California water district

By: Kole Upton

Name: Kole Upton

Title: President

TRIANGLE T WATER DISTRICT
a California water district

By: _____

Name: _____

Title: _____

9. **Entire Agreement.** This MOU and items incorporated herein contain all of the agreements of the Parties with respect to the matters contained herein, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose.

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

CHOWCHILLA WATER DISTRICT,
a California water district

By: _____

Name: _____

Title: _____

TRIANGLE T WATER DISTRICT
a California water district

By:  _____

Name: Lucas Arila

Title: President

Proposal for Professional Engineering Services

To: Douglas Welch
General Resource Manager
Chowchilla Water District

From: Davids Engineering, Inc.
www.davidsengineering.com

Date: September 4, 2025

Subject: Groundwater Demand Management and Subsidence Mitigation Measures Support

Davids Engineering, Inc. (DE or CONSULTANT) is pleased to provide this proposal to the Chowchilla Water District Groundwater Sustainability Agency (CLIENT) to assist the Chowchilla Subbasin (Subbasin) Groundwater Sustainability Agencies (GSAs) with implementation of groundwater demand management and subsidence mitigation measures consistent with commitments made in the Subbasin Groundwater Sustainability Plan (GSP).

1 Project Overview and Objective

The Subbasin is managed by four GSAs: Chowchilla Water District (CWD) GSA, County of Madera GSA – Chowchilla (Madera County GSA), County of Merced GSA – Chowchilla (Merced County GSA), and Triangle T Water District (TTWD) GSA. Under the Sustainable Groundwater Management Act (SGMA), the four GSAs were required to adopt and submit a GSP for the Subbasin in January 2020, and subsequently implement the GSP to achieve sustainable groundwater management by 2040. Among its many contents and purposes, the GSP characterizes groundwater conditions in the Subbasin and identifies projects and management actions (PMAs) the GSAs will implement to halt overdraft, mitigate subsidence, and achieve the sustainability goal for the Subbasin. The Subbasin GSAs have formally revised the GSP on three occasions – in July 2022, May 2023, and January 2025 – after receiving feedback and coordinating with the Department of Water Resources (DWR) and State Water Resources Control Board (SWRCB) staff. Coordinated implementation of the GSP is currently underway.

The GSAs remain steadfast in their commitment and dedication to the long-term sustainability of the Subbasin and to fulfilling the commitments made in the 2025 Revised GSP. The GSAs are now acting on their commitments in the Groundwater Demand Management (GDM) Programs and Subsidence Mitigation Measures Memorandum of Understanding (MOU) (2025 Revised GSP Appendix 3N) to develop GDM programs and subsidence mitigation measures as a backstop to other PMAs (with specific triggers and financial mechanisms) as a means to mitigate potential impacts stemming from subsidence.

This scope of work will support the GSAs with planning and decision-making to establish the GDM programs and subsidence mitigation measures (the Project), ensuring they are ready for implementation no later than January 1, 2026, consistent with commitments in the 2025 Revised GSP.

2 Project Approach

DE and Luhdorff & Scalmanini Consulting Engineers (the DE-LSCE Team) will leverage its collective past experiences with the Subbasin, the GSP revisions, and relationships established with the GSAs and other local stakeholders and agencies to accomplish the Project objectives. Additionally, members of the DE-LSCE Team have led and supported GSP implementation and GDM program development in other Subbasins across California, bringing unique expertise in SGMA compliance and GSP implementation that will be applied to this effort for the Subbasin GSAs.

3 Project Proposal

3.1 Scope of Services

The scope of professional engineering services to be performed by the DE-LSCE Team is organized into three tasks as described below:

Task 1. Support Development of GDM Programs and Subsidence Mitigation Measures: The DE-LSCE Team will support the GSAs with development of GDM programs and subsidence mitigation measures consistent with commitments in the Demand Management Programs and Subsidence Mitigation Measures MOU (2025 Revised GSP Appendix 3N). Support efforts will include:

- Development of a schedule and steps for moving forward with GDM programs and subsidence mitigation measures such that they are implementable beginning no later than January 1, 2026.
- Integration of existing GDM programs and subsidence mitigation measures that the Subbasin GSAs are already implementing into the broader Subbasin-wide strategy and Project documentation.
- Development of additional GDM programs and subsidence mitigation measures, as necessary, including:
 - Voluntary measures (e.g., multi-benefit land repurposing, encouraged in-lieu use of available surface water, water conservation practices).
 - Mandatory measures (e.g., groundwater allocations).
- Development of “trigger” conditions for implementing mandatory measures.
- Determination of the extent of GDM programs and subsidence mitigation measures (i.e., where to implement and how).
- Determination of an appropriate timeline of GDM programs and subsidence mitigation measures after initiation (e.g., transition period, phased implementation of measures).
- Determination of proportionate responsibility and funding/financing approaches for GDM programs and subsidence mitigation measures.
- Determination of appropriate processes for related activities, including:
 - Public outreach/engagement.
 - Program implementation and management.
 - Monitoring and enforcement.

- Feedback and review of program implementation alongside and parallel to other PMA efforts.

Task 2. Facilitate Technical Coordination Meetings: The DE-LSCE Team will hold bi-weekly one-hour remote meetings to facilitate technical coordination between the DE-LSCE Team and GSA representatives. Technical coordination meetings will be conducted to present updates, raise technical considerations, and solicit feedback on Project development topics from the GSAs. The DE-LSCE Team will have up to four team members attend remotely to streamline technical coordination and Project implementation.

Task 3. Facilitate Public Workshops and GSA Meetings: The DE-LSCE Team will support the GSAs in holding public workshops and GSA meetings to review important GDM program and subsidence mitigation topics, solicit feedback from GSA Board members and the public, and guide next steps for Project implementation. Support efforts will include:

- Planning and presenting at a total of four (4), two-hour hybrid (i.e., in-person and remote) meetings. This is anticipated to include two (2) public workshops and two (2) GSP Advisory Committee meetings. The DE-LSCE Team will have two team members in-person and two team members attend remotely.
- Providing limited, remote support to GSA representatives for presentations at GSA Board meetings. The DE-LSCE Team is anticipated to participate remotely, assuming two hours of support per GSA.

3.2 Deliverables

The following deliverable(s) will be provided to CLIENT in electronic format:

1. Task 1: Draft and final technical memorandum summarizing the GSAs' decisions and the approach to implementing GDM programs and subsidence mitigation measures.
2. Task 2: Meeting materials, as applicable, related to biweekly technical coordination meetings.
3. Task 3: Workshop and meeting materials (e.g., PowerPoint presentations and associated materials) prepared for each public workshop and GSP Advisory Committee meeting.

3.3 Assumptions

The following assumptions were made in developing this proposal. To the extent that these assumptions do not hold true, the effort and therefore the cost and schedule required to perform the services could be affected.

1. All deliverables, unless mutually agreed upon prior to finalization, will be provided in an electronic format.
2. CLIENT will provide required information requested by CONSULTANT in a timely manner.
3. CONSULTANT will not perform a Proposition 218 rate study and/or other rate analyses as part of this work.
4. CONSULTANT will not provide any legal guidance and/or direction.

5. CONSULTANT reserves the right to augment the CONSULTANT team throughout the course of this project as deemed necessary for successful project completion.
6. Specific schedule or milestone dates are to be determined through mutual agreement between CONSULTANT and CLIENT as work is conducted.
7. CONSULTANT will contract with CLIENT for all tasks, although the costs for all tasks will be paid by the GSAs in a predetermined agreed-upon split.
8. Prior to initiation of additional work, anything outside the scope set forth herein will be agreed to by CLIENT and CONSULTANT in writing, including a specified budget (using CONSULTANT rates then in effect) and schedule.
9. The public workshops and GSP Advisory Committee meetings in Task 3 will be hybrid with both in-person and remote participation options.
10. The GSA Board meeting support in Task 3 will be remote.
11. The GSAs will lead all outreach, logistics for in-person meetings, and noticing for the public workshops, GSP Advisory Committee meetings, and GSA Board meetings in Task 3.
12. No environmental permitting will be included in this work.
13. No field work will be required for any activities included in this work.

3.4 Schedule

The DE-LSCE Team proposes to complete all work by December 31, 2026. Work will progress to meet milestones on a timeline as defined in Table 1. Delays in the notice to proceed from CLIENT will result in corresponding delays or shifts to the subsequent milestones. Schedule implications or deviations from the milestone dates that occur during the work will be made known to CLIENT as soon as practicable

Table 1. Summary of project schedule including key milestones and milestone dates.

Milestone or Task	Milestone Date or Period
Notice to Proceed	09/01/2025
Task 1: Support Development of GDM Programs and Subsidence Mitigation Measures	09/01/2025 – 06/30/2026 ¹
Task 2: Facilitate Technical Coordination Meetings	09/01/2025 – 06/30/2026
Task 3: Facilitate Public Workshops and GSA Meetings	09/15/2025 – 06/30/2026

¹ GDM Programs and Subsidence Mitigation Measures will be ready for implementation no later than 01/01/2026, although some ongoing support in 2026 is anticipated.

3.5 Cost Proposal

The estimated budget required to perform the work described is \$193,400. The estimated budget for each task is summarized in Table 2. Project costs will not necessarily be tracked on a task basis, nor will individual task budgets constrain charges for work performed up to the approved total estimated budget.

Table 2. Estimated costs to perform the scope of work.

Task Number	Task Name	DE Labor Cost	LSCE Labor Cost	Direct Cost	Estimated Total Cost
1	Support Development of GDM Programs and Subsidence Mitigation Measures	\$70,000	\$68,000	\$0	\$138,000
2	Facilitate Technical Coordination Meetings	\$10,000	\$10,000	\$0	\$20,000
3	Facilitate Public Workshops and GSA Meetings	\$18,000	\$16,000	\$1,400	\$35,400
Total (Tasks 1-3)		\$98,000	\$94,000	\$1,400	\$193,400

MEMORANDUM OF UNDERSTANDING

**ESTABLISHING DEMAND MANAGEMENT PROGRAMS AND
SUBSIDENCE MITIGATION MEASURES
FOR THE CHOWCHILLA SUBBASIN OF THE SAN JOAQUIN VALLEY
GROUNDWATER BASIN**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into on this 11TH day of MARCH, 2024 (the "Effective Date"), by and between the Groundwater Sustainability Agencies ("GSAs") of the CHOWCHILLA WATER DISTRICT GSA ("CWD GSA"), COUNTY OF MADERA GSA – CHOWCHILLA ("Madera County GSA"), COUNTY OF MERCED GSA – CHOWCHILLA ("Merced County GSA"), and TRIANGLE T WATER DISTRICT GSA ("TTWD GSA"), collectively hereinafter referred to as the "Parties," or individually as the "Party."

RECITALS

WHEREAS, groundwater and surface water resources within the Chowchilla Subbasin of the San Joaquin Valley Groundwater Basin (DWR Bulletin 118 No. 5-022.05) ("Subbasin") are vitally important resources, in that they provide the foundation to maintain and fulfill current and future agricultural, domestic, environmental, industrial, and municipal needs, and to maintain the economic viability, prosperity, and sustainable management of the Subbasin; and

WHEREAS, in 2014 the California Legislature passed a statewide framework for sustainable groundwater management, known as the Sustainable Groundwater Management Act, California Water Code § 10720-10737.8 ("SGMA"), pursuant to Senate Bill 1168, Senate Bill 1319, and Assembly Bill 1739, which was approved by the Governor on September 16, 2014, and went into effect on January 1, 2015; and

WHEREAS, the Subbasin has been designated by the California Department of Water Resources ("DWR") as a high-priority subbasin in a condition of critical groundwater overdraft and is subject to the requirements of SGMA; and

WHEREAS, SGMA requires that all medium and high priority groundwater basins in California be managed by a GSA, or multiple GSAs, and that such management be implemented pursuant to an approved Groundwater Sustainability Plan ("GSP"), or multiple GSPs; and

WHEREAS, the Subbasin is being managed by the Parties whose boundaries are as set-forth in **Exhibit A**; and

WHEREAS, the Parties have collectively developed one GSP, such that the Subbasin is managed under one GSP; and

WHEREAS, on January 29, 2020, the Parties submitted the Initial GSP to DWR; and

WHEREAS, on January 28, 2022, DWR completed their evaluation of the Initial GSP and determined the Initial GSP to be incomplete; and

WHEREAS, on July 27, 2022, the Parties resubmitted the Revised GSP to DWR; and

WHEREAS, on March 2, 2023, DWR completed their evaluation of the Revised GSP and determined the Revised GSP was inadequate, shifting the primary jurisdiction of the Subbasin to the State Water Resources Control Board ("SWRCB"); and

WHEREAS, SGMA defines sustainable groundwater management as the management and use of groundwater in a manner that can be maintained during the GSP planning and implementation horizon without causing undesirable results; and

WHEREAS, under SGMA the GSAs are responsible for managing the Subbasin under the GSP to achieve and maintain sustainability according to conditions after SGMA was effective that are caused by groundwater management in the Subbasin; and

WHEREAS, the Parties agree, and as SGMA allows, a transition to sustainability over the 20-year GSP Implementation Period is in the best overall interest of the Subbasin, although this approach is expected to result in some continued groundwater level declines during the GSP Implementation Period prior to achieving sustainable groundwater conditions in the Subbasin by or before 2040, as described in the Revised GSP; and

WHEREAS, the Parties agree that during the GSP Implementation Period it will be necessary to implement projects and management actions to achieve and maintain sustainable groundwater conditions in the Subbasin by or before 2040; and

WHEREAS, the Parties acknowledge that successful implementation of GSP projects and management actions to achieve their intended benefits during the 20-year GSP Implementation Period (prior to 2040) is dependent on adherence to the implementation timelines; and

WHEREAS, the Parties acknowledge that successful implementation of GSP projects and management actions to achieve their intended benefits during the 20-year GSP Implementation Period (prior to 2040) is dependent, in part, on uncertainties related

to hydrologic conditions (e.g., precipitation and snowpack), available water supply, permitting, funding, and other factors during that time period; and

WHEREAS, the Parties acknowledge that implementation of additional projects and management actions may be necessary to offset uncertainties related to implementation and/or benefits of GSP projects and management actions to ensure that sustainable groundwater conditions are achieved in the Subbasin by or before 2040; and

WHEREAS, the Parties acknowledge that wet hydrologic conditions and faster implementation of projects and management actions may result in diminished need for additional projects and management actions; and

WHEREAS, the Parties acknowledge that dry hydrologic conditions, prolonged drought, delayed implementation of projects and management actions, and other factors may result in an accelerated need for additional projects and management actions; and

WHEREAS, the Parties have had several informal consultations with SWRCB staff, during which SWRCB staff indicated that the Parties must prepare demand management programs and subsidence mitigation measures with specific triggers, providing a "backstop" and an alternative pathway for achieving sustainability should the other GSP projects and management actions either not come to fruition or not yield the intended benefits; and

WHEREAS, the Parties recognize that in order for the SWRCB to determine that the Revised GSP has sufficiently addressed the deficiencies identified in DWR's inadequate determination letter and in SWRCB staff's review of the Revised GSP, SWRCB staff are seeking a firm commitment from the Parties for their consideration of management action(s) to address and mitigate overdraft, groundwater level decline, subsidence, and impacts from subsidence during their management of the Subbasin; and

WHEREAS, the Parties acknowledge that they cannot control groundwater conditions not caused by groundwater management activities within the Subbasin; and

WHEREAS, the Parties acknowledge that SGMA requires sustainable groundwater management; however, SGMA does not make GSAs responsible for injury from overdraft; and

WHEREAS, nothing in this MOU is intended to alter or otherwise eliminate the need for the Parties to proceed with implementation of the projects and management actions set-forth in the Revised GSP; and

WHEREAS, the Parties acknowledge that additional projects and management action(s) to address and mitigate overdraft, groundwater level decline, and subsidence

will be implemented in coordination with other related programs in the Subbasin and in the region, as applicable; and

WHEREAS, the Parties recognize that chronic lowering of groundwater levels and land subsidence are two sustainability indicators under SGMA and that, while they are related, separate sustainable management criteria have been established for each sustainability indicator, consistent with SGMA, recognizing that the more restrictive sustainable management criteria governs; and

WHEREAS, the Parties recognize that projects and management actions that are expected to benefit groundwater levels and groundwater storage in the Subbasin are also expected to provide benefits to address and mitigate subsidence conditions.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions contained herein and these Recitals, which are hereby incorporated herein by this reference, the Parties agree to develop, review, consider, and undertake demand management and subsidence mitigation measures through development of Demand Management Programs ("Program") for the Subbasin as follows:

AGREEMENT

1. PROGRAM MEASURES

The Program is anticipated to include some subset of the following Program measures for demand reduction and subsidence mitigation:

- **Voluntary Measures:** The Parties will consider and move forward voluntary measures for immediate implementation. Measures may include, but are not limited to:
 - Multi-benefit land repurposing (e.g., recharge basins, renewable energy including solar, habitat, recreational spaces, pollinator habitat, etc.).
 - Incentivized land use changes that provide net groundwater benefit.
 - Dry-land farming.
 - Fallowing.
 - Water conservation (focusing on activities to reduce consumptive use and groundwater extraction).
 - Encouraging use of all available surface water in lieu of groundwater pumping.
 - On-farm best management practices (agronomic practices, soil moisture monitoring and management, delayed irrigation and/or regulated deficit irrigation, runoff capture, etc. to reduce groundwater extraction).

- **Mandatory Measures:** The Parties commit to refining and preparing to implement mandatory measures between the date this MOU is fully executed and the Program start date. If trigger conditions occur in the Subbasin, or a portion thereof, on or after the Program start date (specified in Section 6), the Parties commit to implementing mandatory measures for demand reduction. Measures are expected to include, but are not limited to:

- Groundwater allocations, considering:
 - Groundwater consumptive use restrictions, in coordination with Madera County and Merced County ("Counties").
 - Well extraction restrictions, in coordination with the Counties.
 - Penalties and fee structures for unsustainable groundwater extraction.

- The Parties agree that Program measures are to be adaptively implemented and managed in each GSA:

- Commensurate with the amount of demand reduction required in that GSA area, recognizing the sustainable yield for the Subbasin, the overdraft for the Subbasin, and other projects and management actions that are being implemented by each GSA.

- Commensurate with the issue(s) facing the area(s) where the measure(s) are to be implemented, considering, but not confined to:

- Options for regional implementation of certain actions (around a "Focus Area" where undesirable results are occurring), and/or

- Options for Subbasin-wide implementation of certain actions (equal treatment of the Subbasin as a whole).

- In consideration of subsidence conditions in the Subbasin or a portion thereof, with the intent of restricting new subsidence and reducing residual subsidence during the GSP Implementation Period.

- In consideration of and in coordination with other voluntary and mandatory actions that may be taking place in other GSAs within the Subbasin.

- The Parties agree that implementation of Program measures in any given GSA may be superseded or otherwise altered by ongoing demand management efforts under existing demand management programs that serve the same function as the Program measures.

- The Parties agree that implementation of Program measures in any given GSA is not intended to alter, supersede, or otherwise eliminate the need for other GSP projects and management actions unless that is the choice of any given GSA.

- The Parties agree that, under SGMA, GSAs do not have the authority to modify or otherwise change groundwater rights. Additionally, the Parties agree that neither SGMA nor this MOU make the GSAs responsible for injury from overdraft (i.e., the

GSAs do not extract groundwater), nor do they require or assign any liability to GSAs to provide, ensure, or guarantee any level of water quality or access.

2. TRIGGERS

The Parties commit to implementing mandatory measures for demand reduction if trigger conditions occur in the Subbasin or a portion thereof on or after the Program start date. Trigger conditions will be developed and agreed to among the Parties prior to the Program start date.

It is anticipated that trigger conditions may be defined in reference to, but may not be limited to:

- Groundwater conditions (e.g., groundwater levels or subsidence) that do not meet or exceed the interim milestones specified in the Revised GSP at the interim milestone date.
- Groundwater conditions (e.g., groundwater levels or subsidence) that are approaching undesirable results in the Subbasin or some portion thereof.
- Occurrence of undesirable results in the Subbasin or some portion thereof.

3. PROPORTIONATE RESPONSIBILITY

The Parties agree to cooperate in good faith to determine each Party's proportionate responsibility for Program activities (including, but not limited to, Program development, design, implementation) undertaken in connection with this MOU.

4. FUNDING AND FINANCING

The Parties agree to fund the Program on an annual basis, commensurate with the scope of the Program and consistent with the final determination of each Party's proportionate responsibility, as determined in the manner provided for herein. Program funding and financing discussions are anticipated to include, among other considerations, costs for mitigation of subsidence-related impacts to critical infrastructure in the Subbasin.

It is anticipated that the Program funding will come from one, or a combination, of the following sources established by the Parties:

- Reserve fund.
- GSA fees and assessment.
- Funds generated through implementation of other projects and management actions (e.g., fines and/or penalties).
- County/state/federal funding, as available.

- Other sources, as identified.

5. BUDGET CYCLE AND REVIEW

The budget cycle of the Program shall be on a calendar year basis. Not less than once per year, the Parties shall convene a meeting to review Program implementation progress in that year and plan for Program implementation in the subsequent year.

6. TERM

The Program shall be developed and mandatory measures, as may be required, will be ready for implementation no later than January 1, 2026 (the Program start date) consistent with the triggers developed. Upon implementation, as maybe required, the Program shall continue in perpetuity unless otherwise directed by the Parties.

7. PROGRAM DEVELOPMENT

The Parties shall, as part of Program development, agree to define the Program's purpose, objectives, scope, roles and responsibilities, requirements, and potential outcomes.

The anticipated goal of the Program is to address and mitigate overdraft, groundwater level decline, and subsidence and related undesirable results during the GSP Implementation Period including costs for mitigation of subsidence-related impacts to critical infrastructure in the Subbasin, as defined in the Revised GSP, by reducing demand for groundwater in the Subbasin.

Items for consideration during Program development include, but are not limited to:

- Definitions.
- Program measures, including:
 - Voluntary Measures for immediate implementation (i.e., measures that will move forward at the Program start date).
 - Mandatory Measures (i.e., measures that the Parties commit to refining and preparing to implement, such that they are ready to implement no later than the Program start date if trigger conditions occur in the Subbasin).
- Public outreach and engagement process.
- Coordination of Program with other related programs in the Subbasin and in the region, as applicable.
- Implementation considerations and protocol for phased adaptive implementation of mandatory measures:
 - Identification of area(s) where measures are applicable.

- Determination of sustainable yield for those areas.
- Determination of an appropriate transition period from current to sustainable conditions (prior to 2040), considering uncertainties of the basin setting and of the timelines for other projects and management actions.
- Process and timeline for implementing phased measures.
- Process and timeline for evaluating and adapting measures to respond to changing conditions (in annual reports and periodic GSP evaluations).
- Considerations for allocation development and enforcement, as applicable, related to consumed versus extracted groundwater.
- Monitoring and enforcement process.
- Funding and financing, including the planned annual Program funding responsibilities of each Party (see Section 4).

8. PROGRAM IMPLEMENTATION AND MANAGEMENT

Program management shall be facilitated by either:

- One of the Parties for the whole Subbasin; or
- Each Party, for their respective portion of the Subbasin.

Program management may be facilitated through a third party upon consent of the Party, or the Parties as may be applicable given the geographic scope of implementation.

The Parties agree that Program implementation governance may include the following:

- Program Implementation Committee (comprised of at least two representatives from each Party);
- Advisory Committee (could include beneficial users, community organizers, and/or non-governmental organizations);
- GSA governing entities (e.g., Boards of Directors or Supervisors).

To aid the Parties in Program development and implementation, a DRAFT Program organizational structure is as shown in **Exhibit B** and a DRAFT Program implementation flowchart is as shown in **Exhibit C**. That shown in **Exhibit B** and **Exhibit C** is only a DRAFT and shall not limit or otherwise constrain Program development and implementation.

While Program management decisions will be the responsibility of the Party or Parties, as may be applicable given the geographic scope of implementation, it is anticipated that Program management will be coordinated with the management of other programs in the Subbasin and region related to demand reduction, as applicable, including County-administered programs.

9. ENVIRONMENTAL REVIEW

The Parties agree to cooperatively complete any environmental review as may be determined necessary for Program implementation. Any costs associated with environmental review shall be per the proportionate share as determined through Program development.

10. NOTICES

All notices required or permitted by this MOU shall be made in writing, and may be delivered in person (by hand or by courier) or may be sent by regular, certified, or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by electronic transmission (email) and shall be deemed sufficiently given if served in a manner specified herein.

The addresses and addressees noted below are the Party's designated address and addressee for delivery or mailing notices.

To CWD GSA: Chowchilla Water District
Brandon Tomlinson
327 South Chowchilla Blvd.
Chowchilla, CA 93610

To Madera County GSA: County of Madera
Stephanie Anagnoson
200 W 4th Street, 4th Floor
Madera, CA 93637

To Merced County GSA: County of Merced
Lacey McBride
2222 M Street
Merced, CA 95340

To TTWD GSA: Triangle T Water District
Brad Samuelson
P.O. Box 2657
Los Banos, CA 93635

Any Party may, by written notice to the other Party, specify a different address for notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, three days after the postmark date. If sent by regular mail, the notice shall be

deemed given 48 hours after it is addressed as required in this section and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed given 24 hours after delivery to the Postal Service or overnight courier. Notices transmitted by facsimile transmission or similar means (including email) shall be deemed delivered upon telephone or similar confirmation of delivery (confirmation report from fax machine is sufficient), provided a copy is also delivered via personal delivery or mail. If notice is received after 4:00 p.m. or on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed, each signatory hereto represents that he/she has been appropriately authorized to enter into this MOU on behalf of the Party whom he/she signs.


[SIGNATURES FOLLOW ON NEXT PAGE]

Chowchilla Water District GSA

Date

**County of Madera GSA –
Chowchilla**





Date

**County of Merced GSA –
Chowchilla**

Date

Triangle T Water District GSA

Date

Approved as to Legal Form:
COUNTY COUNSEL

By Dale E. Bacigalupi
Digitally signed by: Dale E. Bacigalupi
DN: CN = Dale E. Bacigalupi email =
dbacigalupi@lozanosmith.com G = US O = Lozano
Smith
Date: 2024.06.23 17:16:12 -0700

ACCOUNT NUMBERS:

CONTRACTING PARTIES:

Chowchilla Water District GSA; County of Madera GSA - Chowchilla, County of Merced

GSA - Chowchilla and Triangle T Water District GSA

TITLE OF CONTRACT:

Memorandum of Understanding Establishing Demand Management

Programs and Subsidence Mitigation Measures for the Chowchilla

Subbasin of the San Joaquin Valley Groundwater Basin

Exhibit A

Map of Chowchilla Subbasin GSAs

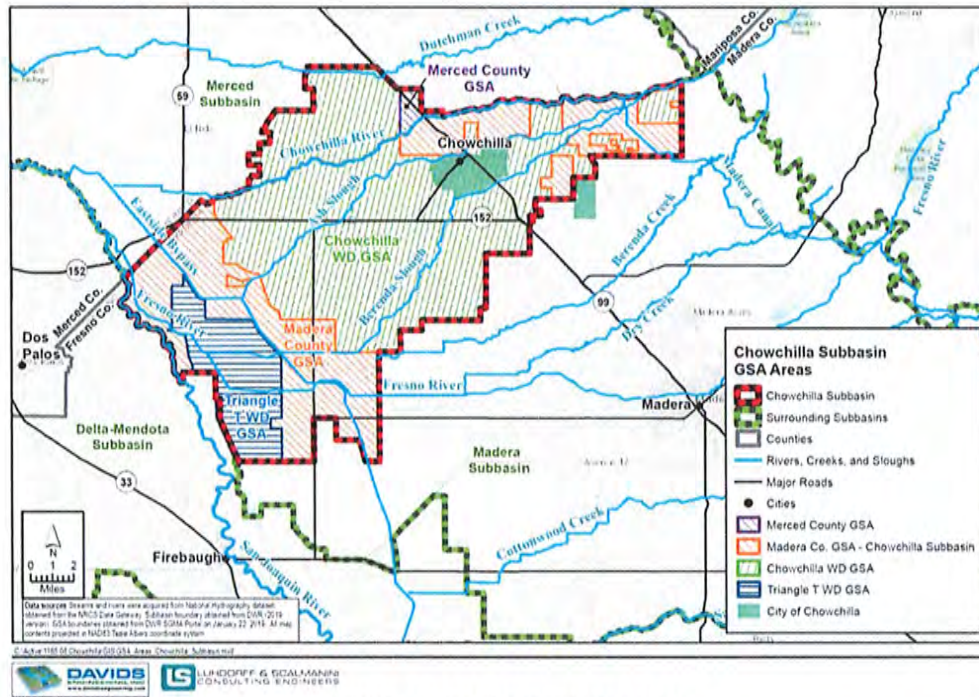


Figure ES-1. Chowchilla Subbasin GSAs Map.¹

¹In February 2023, TTWD annexed approximately 3,062 acres formerly located in the Madera County GSA within portions of the Chowchilla, Madera, and Delta-Mendota Subbasins. GSA boundary modifications will be shown in the five-year GSP update and will be reflected in future water budget updates.

Chowchilla Subbasin Demand Management Program DRAFT Organizational Structure

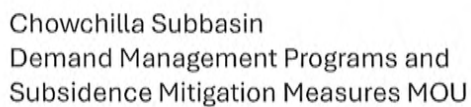
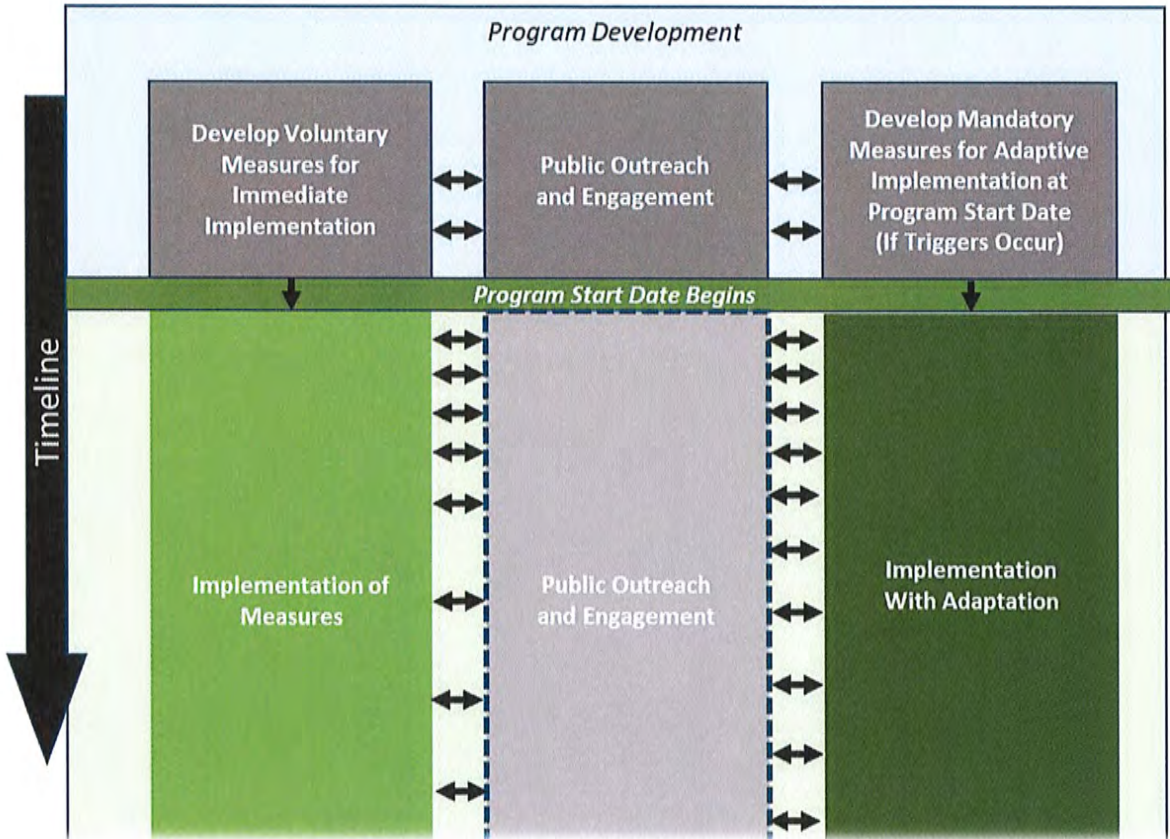


Exhibit C

Chowchilla Subbasin Demand Management Program DRAFT Implementation Flowchart



Notes:

1. Steps shown herein are intended to demonstrate critical components and is not intended to be indicative of all steps that may be required for Program implementation.
2. Steps shown herein are subject to revision by the Parties.



Committee Members
Leticia Gonzalez
Robert Macaulay

ITEM 4.f

Date: October 3, 2025

To: Madera County Groundwater Sustainability Agency (GSA) Committee
Leticia Gonzalez, Robert Macaulay

From: Stephanie Anagnoson, Director of Water and Natural Resources

Subject: Informational Item: Fiscal Year 2024-2025 Financial Analysis Update

DISCUSSION:

The Madera County Groundwater Sustainability Agencies (Madera County GSAs) continue to receive revenue primarily through the Groundwater Sustainability Agency Admin Fee (GSA Adm. Fee). The GSA Admin Fee was adopted by the Board of Supervisors (acting as the Board of Directors for the Madera County GSAs) prior to adoption of the Groundwater Sustainability Plans (GSPs). It provides funding for services related to regulation, administration, and planning, but does not fund projects such as land repurposing payments or recharge facility construction. The GSA Admin Fee has supported compliance with the Sustainable Groundwater Management Act (SGMA), including multiple revisions of GSPs and the acceptance of the Joint GSP in the Madera Subbasin.

Each year, Madera County's budget planning process runs from January through June, prior to the start of the fiscal year in July. The Water and Natural Resources Department develops and administers the Madera County GSA budget, which is reviewed by multiple County offices. Budget hearings occur in June and are open to the public.

In an effort to increase transparency, the County GSA has expanded its fiscal analysis beyond the original 2019 Rate Study. That study outlined five primary categories: Regulatory Compliance, Professional Services, Staffing, Administration, and Reserve. The updated analysis provides additional breakdown within Professional Services, including land repurposing, financial, measurement, recharge, and miscellaneous subcategories. This year's presentation will highlight how financial responsibilities and priorities continue to shift, as well as anticipated upcoming costs and cost-saving measures.





Committee Members
Leticia Gonzalez
Robert Macaulay

ITEM 4.f

For Fiscal Year 2024-2025, the County GSA's major revenue sources include grant funds and the GSA Admin Fee, which also collects penalties and interest. It is important to note that grant funds are not true revenue, but rather reimbursements for eligible expenses the County GSA has already incurred. Expenditures for the year continue to focus on regulatory compliance, professional support services, staffing, and administrative needs. Within professional support services, the budget includes funding for legal, financial, recharge, measurement, and land repurposing work.

While grants have temporarily expanded the County GSA's capacity for projects and planning, they are not considered a sustainable long-term funding source. Technical expertise remains costly, and state grant availability is currently limited. Litigation should be anticipated, and maintaining a reserve plus funds for five-year GSP updates remains essential. Grower input has guided program design, including offering three measurement options.

To offset costs, the County GSA continues to pursue efficiencies by conducting field work, financial analysis, translation, communications, grant administration, and legislative tracking in-house. Based on grower feedback, no verification project is planned for 2025. Looking forward, anticipated costs include the Chowchilla GSP amendment, Delta-Mendota GSP revisions, gaps in recharge grant funding, augmentation of the well monitoring network, and monitoring under land repurposing programs.

FISCAL IMPACT:

There is no fiscal impact with the analysis of the Madera County GSA Admin Fee.

ATTACHMENTS:

N/A

EG





Committee Members
Leticia Gonzalez
Robert Macaulay

ITEM 4.g

Date: October 3, 2025

To: Madera County Groundwater Sustainability Agency (GSA) Committee
Leticia Gonzalez, Robert Macaulay

From: Stephanie Anagnoson, Director of Water and Natural Resources

Subject: Informational Item: Domestic Well Mitigation in the Madera Subbasin

DISCUSSION:

Background

Madera County Groundwater Sustainability Agency (Madera County GSA) and four other parties signed a Memorandum of Understanding in March 2023 outlining a domestic well mitigation program based on proportional cost sharing based on historical and future contribution to overdraft. The Madera County GSA share is 73% using this methodology. This number has not changed.

In August of 2025, a number of parties elected to cover their own geographic area (within their groundwater sustainability agency). As a result, the Madera County GSA must work alone to fund the area within its boundaries.

A Subbasin Framework

Using funds from an SB 552 grant for facilitation in the Madera Subbasin, a draft framework has been developed. A proposed framework among the GSAs includes:

1. Subbasin Eligibility: Wells eligible for mitigation must be located within the legal boundaries of the Madera Subbasin.
2. Mitigation Eligibility: Wells eligible for mitigation must be domestic wells.
3. Mitigation Costs: Mitigation of a well will have a maximum reimbursement of





ITEM 4.g

\$35,000 for the cost of drilling a new well only.

4. Mitigation Frequency: Wells found eligible will be mitigated once and will be recorded against the parcel.
5. Mitigation Provider: Eligible mitigation will be provided by the respective GSA in which the well is located. Official boundaries of a GSA can be found on the website of a respective GSA.
6. Public Disclosure: The domestic well mitigation information will be included in the Annual Reports.
7. Public Outreach: The GSAs in the Subbasin agree to coordinated and consistent public outreach, to the extent possible, regarding domestic well mitigation in the Subbasin.

Comparison Among Subbasins within Madera County

The proposed framework is significantly different (and more pared back) than funding in the Chowchilla Subbasin or Delta-Mendota Subbasin, both of which had additional requirements imposed on them by State Board staff.

	Madera Subbasin	Chowchilla Subbasin	Delta-Mendota Subbasin
Funds cost of well	35K (well only)	30K (well only)	Up to GSA; no cap in program
Funds domestic Wells	Yes	Yes	Yes
Funds Small Systems	No	Yes	Yes
Funds Shallow Ag Wells	No	No	Potentially
Funds emergency supply of water delivery	No	Yes	Yes
Funds temporary	No	Yes	Yes; capped at





Committee Members
Leticia Gonzalez
Robert Macaulay

ITEM 4.g

water quality mitigation			\$2500
Funds permanent water quality mitigation	No	Yes in conjunction with Nitrate Management	Yes; capped at \$2500
Funds cost of old well destruction	No	No	Yes

Next Steps: Receive Feedback

A number of items are included for feedback, including draft framework for the subbasin, draft program rules, a draft application, a draft RFQ for well drillers and a draft scope for program managers.

FISCAL IMPACT:

Funds for domestic well mitigation are collected from a GSP fee within the Madera Subbasin, County GSA, and penalty for overuse within the Madera Subbasin, County GSA.

ATTACHMENTS:

1. Appendix 3E
2. Madera DWM Framework with comments
3. Draft Program Rules
4. Draft Application
5. Draft RFQ for Well Drillers
6. Draft Scope for Program Manager: Davids Engineering

SA



**MEMORANDUM OF UNDERSTANDING ESTABLISHING A DOMESTIC WELL MITIGATION
PROGRAM FOR THE MADERA SUBBASIN OF THE SAN JOAQUIN VALLEY GROUNDWATER BASIN**

This Memorandum of Understanding (“MOU”) is entered into this 21 day of March 2023 (the “Effective Date”), by and between the Groundwater Sustainability Agencies of the COUNTY OF MADERA (“COUNTY”), the CITY OF MADERA (“CITY”), the MADERA IRRIGATION DISTRICT (“MID”), the MADERA WATER DISTRICT (“MWD”), and the GRAVELLY FORD WATER DISTRICT (“GFWD”), collectively hereinafter referred to as the “Parties,” or individually as the “Party.”

RECITALS

- A. **WHEREAS**, groundwater and surface water resources within the Madera Subbasin of the San Joaquin Valley Groundwater Basin (DWR Bulletin 118 No. 5-22.06) (Subbasin) are vitally important resources, in that they provide the foundation to maintain and fulfill current and future environmental, agricultural, domestic, municipal, and industrial needs, and to maintain the economic viability, prosperity, and sustainable management of the Subbasin; and
- B. **WHEREAS**, agriculture has been prominent in making Madera County one of the world’s foremost agricultural areas and plays a major role in the economy of Madera County; and
- C. **WHEREAS**, in 2014 the California Legislature passed a statewide framework for sustainable groundwater management, known as the Sustainable Groundwater Management Act, California Water Code § 10720-10737.8 (SGMA), pursuant to Senate Bill 1168, Senate Bill 1319, and Assembly Bill 1739, which was approved by the Governor on September 16, 2014. and went into effect on January 1, 2015; and
- D. **WHEREAS**, the Subbasin has been designated by the California Department of Water Resources (DWR) as a high-priority subbasin in a condition of critical groundwater overdraft and is subject to the requirements of SGMA; and
- E. **WHEREAS**, SGMA requires that all medium and high priority groundwater basins in California be managed by a Groundwater Sustainability Agency (GSA), or multiple GSAs, and that such management be implemented pursuant to an approved Groundwater Sustainability Plan (GSP), or multiple GSPs; and
- F. **WHEREAS**, there are seven GSAs within the Subbasin as set-forth in Exhibit A; and
- G. **WHEREAS**, County, City, MID, and MWD have developed one GSP; Root Creek Water District has developed one GSP; GFWD has developed one GSP; and New Stone Water District has developed one GSP, such that the Subbasin is governed by four separate GSPs unified through the Subbasin Coordination Agreement; and
- H. **WHEREAS**, in January 2020, the Parties submitted four GSPs to DWR; and

- I. **WHEREAS**, the Parties agree, and as SGMA allows, a transition to sustainability over the 20-year GSP Implementation Period is in the best overall interest of the Subbasin, although this approach is expected to result in some continued groundwater level declines during the GSP Implementation Period; and
- J. **WHEREAS**, the Parties agree that as a result of the continued decline in groundwater levels anticipated to occur over the GSP Implementation Period, there may be adverse impacts to some domestic and municipal wells in the Subbasin; and
- K. **WHEREAS**, the Parties acknowledge that the number of domestic and municipal wells dewatered during implementation of the GSP (prior to 2040) is heavily dependent on precipitation and snowpack during that time period; and
- L. **WHEREAS**, the Parties acknowledge that wet conditions may result in few dewatered wells; and
- M. **WHEREAS**, the Parties acknowledge that substantial numbers of domestic and municipal wells may be dewatered if prolonged drought occurs during implementation of the GSP, while project and management actions are still being developed and implemented; and
- N. **WHEREAS**, the Parties acknowledge that they cannot control groundwater conditions not caused by regional groundwater conditions; and
- O. **WHEREAS**, the Parties do not intend to resolve or otherwise mitigate for issues related to normal wear and tear; and
- P. **WHEREAS**, the Parties as part of their future analysis agree to review potential impacts to both domestic and municipal wells in the Subbasin; and
- Q. **WHEREAS**, the Parties have reviewed and considered the content and recommendations set-forth by Self-Help Enterprises, Leadership Counsel for Justice and Accountability, and the Community Water Center in their publication titled, "Framework for a Drinking Water Well Impact Mitigation Program."
- R. **NOW, THEREFORE**, in consideration of the mutual promises, covenants and conditions contained herein and these Recitals, which are hereby incorporated herein by this reference, the Parties agree to review and consider mitigation for domestic and municipal well impacts resulting from declining groundwater levels that occur from groundwater management activities outlined in the four GSPs through development of a Domestic Well Mitigation Program (Program) as follows:

AGREEMENT

1. **POTENTIAL PROGRAM MITIGATION MEASURES.** Potential Program mitigation measures may include, but are not limited to:
 - a. Short-term solutions in emergencies, such as delivery of bottled water and/or water tanks.
 - b. Setting well pump at deeper depths, replacement of well pump, or well replacement.
 - c. Residential water treatment equipment.
 - d. Connection to or development of public water systems to serve impacted communities.
 - e. Municipal service connections.
2. **PROPORTIONATE RESPONSIBILITY.** The Parties agree to work cooperatively together to determine the proportionate responsibility of each Party.
3. **FUNDING.** The Parties agree to fund the Program on an annual basis consistent with the final determination of each Party's proportionate responsibility.
4. **PROGRAM DEVELOPMENT COMMITTEE.** The Parties shall establish a Program Development Committee (Committee) that will oversee Program development. The Committee shall include at least one technical staff representative from each of the Parties. The Committee will define the purpose, objectives, roles, responsibilities, requirements, and potential outcomes of the Program. Items for consideration and development by the Committee include, but are not limited to:
 - a. Definitions
 - b. Property eligibility
 - c. Property owner eligibility
 - d. Program application process
 - e. Preferred contractors
 - f. Preliminary inspection process
 - g. Program form development
 - h. Priority
 - i. Eligible mitigation
 - j. Non-eligible mitigation
 - k. Maximum mitigation award
 - l. Recordation of mitigation award
5. **PROGRAM ORGANIZATIONAL STRUCTURE.** To aid the Committee in Program development and implementation, a DRAFT Program organizational structure is as shown in Exhibit B. That shown in Exhibit B is only a DRAFT and shall not limit or otherwise constrain the Committee in their analysis.

6. **PROGRAM IMPLEMENTATION.** To aid the Committee in Program development and implementation, a DRAFT implementation flowchart is as shown in Exhibit C. That shown in Exhibit C is only a DRAFT and shall not limit or otherwise constrain the Committee in their analysis.
7. **TERM.** The Program shall be developed within the first 5 years of GSP implementation (by 2025) and upon implementation, shall continue for the duration of the GSP Implementation Period, until groundwater sustainability is achieved and/or as otherwise directed by the Parties.
8. **PROGRAM MANAGEMENT.** Program management shall be facilitated by one of the Parties. If one of the Parties doesn't elect to program management duties and through recommendation of the Coordination Workgroup and approval of the Parties, Program management shall be facilitated through a third party.
9. **ENVIRONMENTAL REVIEW.** The Parties agree to cooperatively complete any environmental review as may be determined necessary for Program implementation. Any costs associated with environmental review shall be per the proportionate share as set-forth in this MOU.
10. **NOTICES.** All notices required or permitted by the MOU shall be made in writing, and may be delivered in person (by hand or by courier) or may be sent regular, certified, or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by electronic transmission (email) and shall be deemed sufficiently given if served in a manner specified in this Section 16. The addresses and addressees noted below are the Party's designated address and addressee for deliver or mailing notices.

To Madera County:	County of Madera Stephanie Anagnoson 200 W 4 th Street, 4 th Floor Madera, CA 93637
To MID:	Madera Irrigation District Thomas Greci 12152 Road 28 1/4 Madera, CA 93637
To GFWD:	Gravelly Ford Water District Don Roberts 18811 Road 27 Madera, CA 93638
To City:	City of Madera

Keith Helmuth
428 East Yosemite Avenue
Madera, CA 93638

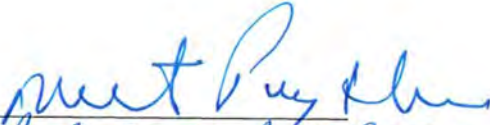
To MWD:

Madera Water District
Melanie J. Aldridge
1663 N. Schnoor Street, Suite 105
Madera, CA 93638

Any Party may, by written notice to each of the other Parties, specify a different address for notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, three days after the postmark date. If sent by regular mail, the notice shall be deemed given 48 hours after it is addressed as required in this section and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed given 24 hours after delivery to the Postal Service or overnight courier. Notices transmitted by facsimile transmission or similar means (including email) shall be deemed delivered upon telephone or similar confirmation of delivery (confirmation report from fax machine is sufficient), provided a copy is also delivered via personal delivery or mail. If notice is received after 4:00 p.m. or on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed, each signatory hereto represents that he/she has been appropriately authorized to enter into this MOU on behalf of the Party whom he/she signs.

County of Madera


ROBERT L. POYTARESS
CHAIRMAN PRO-TEM

3.21.23

Date

Madera Irrigation District


Thomas Greci

3/21/2023

Date

Gravelly Ford Water District


Don Roberts

3-21-23

Date

City of Madera


Santos Garcia, Mayor

March 21, 2023

Date

Madera Water District


Phil Janzen

3-21-23

Date

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EXHIBIT A

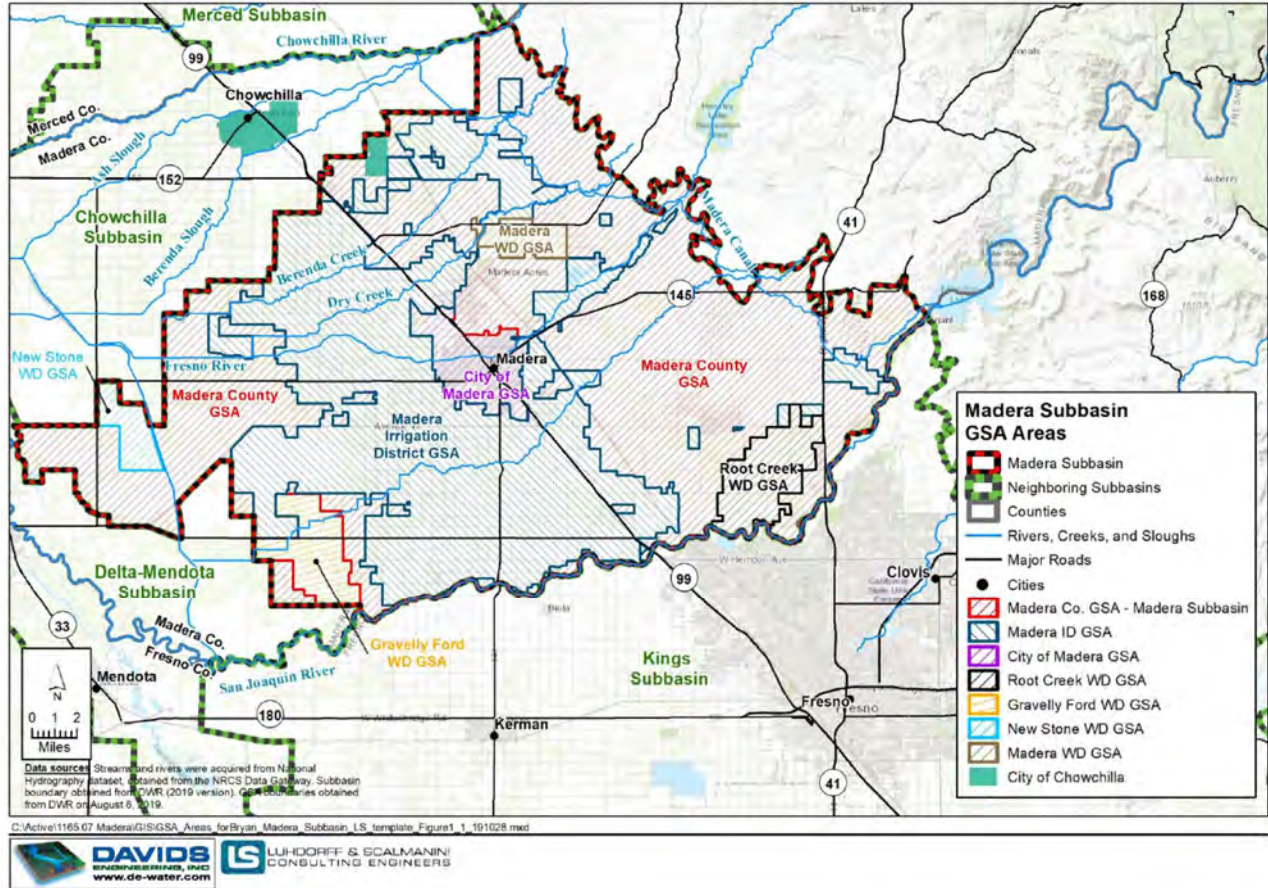
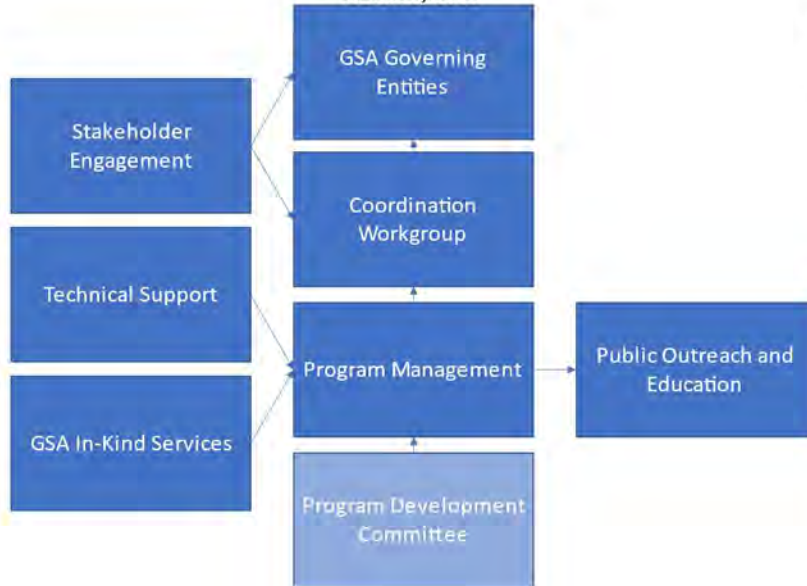


EXHIBIT B

DRAFT

Madera Subbasin – Domestic Well Mitigation Program Organizational Structure March 5, 2023



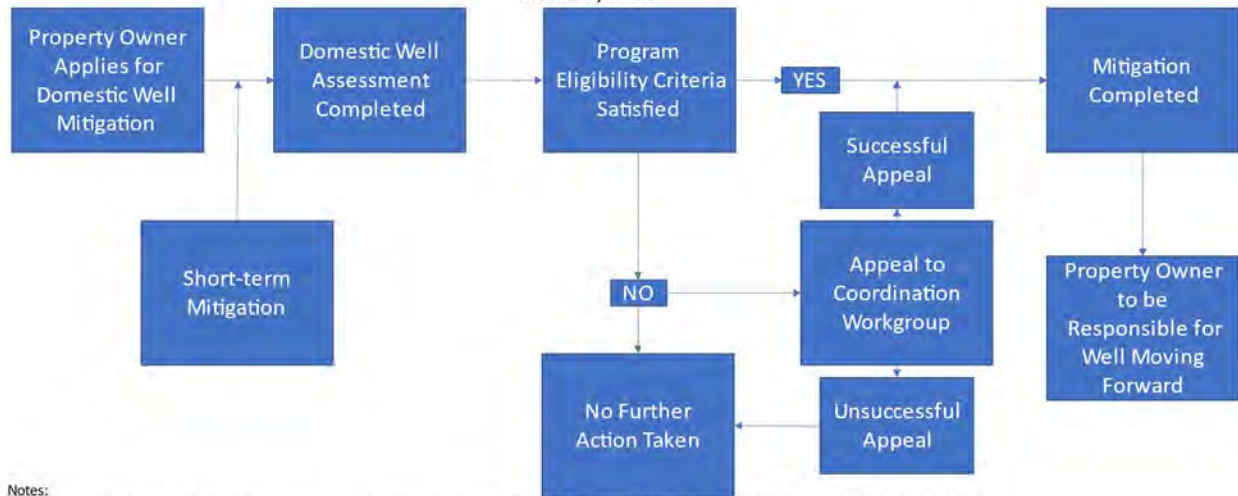
Notes:

1. That shown herein is subject to revision by the Parties.
2. Public Outreach and Engagement is a necessary component as outlined by Self-Help Enterprises, Leadership Counsel for Justice and Accountability, and the Community Water Center in their publication titled, "Framework for a Drinking Water Well Impact Mitigation Program."
3. The Madera Subbasin Coordination Workgroup is defined in the Madera Subbasin Coordination Agreement entered into January 22, 2020.

EXHIBIT C

DRAFT

Madera Subbasin – Domestic Well Mitigation Program Implementation Flowchart March 5, 2023



Notes:

1. Steps shown herein are intended to demonstrate critical decision points and is not intended to be indicative of all steps that may be required.
2. That shown herein is subject to revision by the Madera Subbasin GSAs.
3. The GSAs have reviewed and considered the content and recommendations set forth by Self-Help Enterprises, Leadership Counsel for Justice and Accountability, and the Community Water Center in their publication titled, "Framework for a Drinking Water Well Impact Mitigation Program."



MADERA
IRRIGATION DISTRICT



NEW STONE WATER DISTRICT
Madera, California



Gravelly Ford Water
District



Date: XX, 2025

To: TBD – DWR

Subject: ~~Framework Agreement~~ for Uniform Domestic Well Mitigation Implementation in the Madera Subbasin of the San Joaquin Valley Groundwater Basin

The signatories to this ~~document Agreement~~ represents all seven Groundwater Sustainability Agencies (GSA) in the Madera Subbasin (Subbasin) of the San Joaquin Groundwater Basin (5-022.06 Madera) and include: County Of Madera GSA (“County”), City Of Madera GSA (“City”), Madera Irrigation District GSA (“MID”), Madera Water District GSA (“MWD”), Gravelly Ford Water District GSA (“GFWD”), New Stone Water District GSA (NSWD) and Root Creek Water District GSA (RCWD), collectively referred to as the “GSAs,” or individually as a “GSA”. The signatories acknowledge that the Subbasin must be covered in its entirety by domestic well mitigation programs and agree that each GSA will adopt a program that is funded and executed in its respective jurisdiction, in compliance with state requirements.

This ~~document Agreement~~ defines an agreed-on Framework for uniform Subbasin-wide implementation of for Domestic Well Mitigation. The Framework will be implemented by respective GSAs, or groups of GSAs, to mitigate impacts experienced by domestic water users whose wells have gone dry due to declining groundwater levels in the Subbasin during the implementation period (~~December 31, 2020~~ - 2040) or until sustainability is achieved as set forth in the governing Groundwater Sustainability Plans (GSPs). ~~It is mutually understood that failure to implement domestic well mitigation in any respective GSA (as a result of lowered groundwater levels) may result in a lack of water availability for parcel inhabitants which may in turn be defined by the California Department of Water Resources (DWR) as an Undesirable Result. This could result in State intervention to the Subbasin to address said conditions.~~

It is mutually understood that failure to implement domestic well mitigation in any respective GSA (as a result of lowered groundwater levels) may result in the Department of Water Resources (DWR) determining that the Madera Subbasin GSPs are not being implemented in a manner that will likely achieve the sustainability goal, and the Subbasin being designated a probationary subbasin. a lack of water availability for parcel inhabitants which may in turn be defined by the California Department of Water Resources (DWR) as an Undesirable Result. This could result in State intervention to the Subbasin to address said conditions.

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Commented [SA2]: This is reworded by us.

DWR does not define what is an “undesirable result” the GSA does. As explained in Section 354.26 of Title 23 of the California Code of Regulations (promulgated by DWR): “Each [GSA] shall describe in its [GSP] the process and criteria relied upon to define undesirable results applicable to the basin.” DWR’s initial role is to review how the GSA defined each “undesirable result” and the minim threshold and measureable objectives that each GSA is using to define each undesirable result, and determine whether they are reasonable. (CCR 355.4(b).)

Also, see Water Code section 10735.2(a)(3): SWRCB may designate a basin as a probationary basin if DWR in consultation with the SWRCB “determines that a groundwater sustainability plan is inadequate or that the groundwater sustainability program is not being implemented in a manner that will likely achieve the sustainability goal”

And: 23 CCR 355.6(a) - “[DWR] shall periodically review an approved Plan to ensure the Plan, as implemented, remains consistent with the Act and in substantial compliance with this Subchapter, and is being implemented in a manner that will likely achieve the sustainability goal for the basin.”

The Implementation of the Framework ~~is defined as having started~~ will begin on the date of the last signatory to this letter or ~~by on~~ January 1, 2026 (whichever occurs first).

1. **Subbasin Eligibility:** Wells eligible for mitigation must be located within the legal boundaries of the Madera Subbasin. Madera Subbasin boundaries are available at the following URL and on the websites of the respective individual GSAs within the Madera Subbasin.

<https://sgma.water.ca.gov/webgis/index.jsp?appid=gasmaster&rz=true>

In the event that a land parcel is annexed from one GSA into another, the original GSA in which the parcel was located shall maintain mitigation responsibility for said parcel through December 31, 2040, after which GSA boundaries are anticipated to be finalized in perpetuity (unless DWR defines a period of time for basin boundary modification proposals in the future).

2. **Mitigation Eligibility:** Wells eligible for mitigation must be at least, domestic wells that have lost connectivity due to declining regional groundwater levels resulting from overdraft. No other impacts to wells are required to will be considered as a basis for mitigation. Wells found eligible will be mitigated once and said mitigation will be recorded on the property deed. Any subsequent impacts to a well potentially requiring additional mitigation will be at the property owner's expense.

2. **Mitigation Costs:** Mitigation of a well will have a maximum reimbursement reimbursement of \$35,000 for the cost of drilling a new well only. Annual well mitigation costs will be adjusted annually for inflation at a rate not to exceed 3% per year.

3. 4. Mitigation Frequency: Wells found eligible will be mitigated once and said mitigation will be recorded on the property deed. Any subsequent impacts to a well potentially requiring additional mitigation will be conducted at the property owner's expense.

5. 4. Mitigation Frequency: Wells found eligible for mitigation under the Framework will be mitigated once and said mitigation will be recorded on the property deed. Any subsequent impacts to a well potentially requiring additional mitigation will be conducted at the property owner's expense.

6. 5. Mitigation Provider: Each GSA shall be responsible for the funding and implementation of this Framework within its own jurisdictional boundaries. Eligible mitigation will be

Commented [SA3]: This is not an acceptable term for the County GSA. And I'm not sure it's legal. How do we give up authority for something and then continue to pay for it?

To the extent a property is removed from the jurisdiction of 1 GSA and placed into the jurisdiction of a separate GSA, then the 1st GSA would no longer have the power or authority to regulate or mitigate that property.

Annexation is typically accomplished through an application to the Local Agency Formation Commission. But, here, in SGMA, the boundaries of a GSA are set in the formation documents that are submitted to DWR when the GSA is formed. (Water Code 10723.8.) Further, you cannot have overlapping GSAs. (See Water Code section 10723.8.)

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Commented [SA4]: I think this should be "cost" as I'm not sure we are all reimbursing. We might pay the driller. We might pay the landowner.

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provided by the respective GSA in which the well is located. Official boundaries of a GSA can be found on the website of [the individual a respective](#) GSA.

Commented [DC7]: County comment

7.6. Public Disclosure: ~~Each GSA will convene a public meeting to discuss annual mitigation conditions, present an annual summary to the public, and solicit public input.~~ The domestic well mitigation information will be included in the Annual Reports of the respective GSAs.

8.7. Public Outreach: The GSAs in the [Madera](#) Subbasin agree to ~~provide coordinated and consistent public outreach, to the extent possible,~~ regarding domestic well mitigation in the [Madera](#) Subbasin.

DRAFT

Program Rules

It is the intent of these rules to make the process as simple as possible.

1. Eligibility: If you are a landowner with a domestic well within the Madera Subbasin and within the Madera County GSA, you may be eligible for funding with this program.
2. Qualifications: To qualify, the domestic well must have gone dry due to agricultural overpumping. Wells with subsidence (collapsed casing) may also qualify. An initial assessment will be conducted after application to determine eligibility.
3. Funding: Mitigation of a well will have a maximum reimbursement of \$35,000 for the cost of drilling a new well only. Items that would not qualify include pumps, electrical work, and landscaping. Landowner must pay any costs to the driller over \$35,000.
4. Mitigation Frequency: Landowners are only eligible one time per APN and use of the Program will be recorded on the property deed.
5. Process: A landowner fills out and signs an application and submits a \$100 deposit. The landowner is contacted by Madera County GSA's Program Manager or its agents for an initial assessment of the well. If the well is qualified, then a driller is contacted by the Program Manager. The Madera County GSA can pay up to \$35,000 for the drilling, and the landowner must pay for anything over this cost. After the well is drilled, the presence of a mitigated well is recorded on the property deed.

Program Application

Instructions

This Program Application shall be completed by the property owner of record (Applicant). Completion of this Program Application by the Applicant is not a guarantee of eligibility and does not guarantee funding. This Program Application is intended to initiate the review process. Should the Applicant qualify for mitigation, additional consultation, analysis, and documentation will be required.

Initial well assessment

An initial well assessment is required to determine the issues with the existing well. You will be contacted about this assessment.

One-time fee

Costs associated with determining eligibility shall be covered by the Applicant through a one-time fee of \$100. Review of this Program Application will not be initiated until receipt of the one-time fee is received by the Program Manager. If the Applicant is awarded mitigation under the Program, the one-time fee will be reimbursed.

Madera Subbasin, Madera County GSA Domestic Well Mitigation Application

Name *

Mailing Address:

Property Address:

Phone: *

Secondary Phone:

Email

Property and Well Information

Parcel Number:

Number of Occupants at Dwelling:

Do you live on Property? Yes/No

Well Primary Purpose is to Meet Domestic Needs? Yes/No

Well Completion report and any other well construction information attached? Yes/No

Have you participated in the program previously for this well? Yes/No

Status of Well? Producing/Low Producing/Not Producing

Depth of Well:

Depth to Water:

Age of Well:

Pump Capacity in GPM:

Reasons for Current or Anticipated Dry Well:

Groundwater Conditions (if known): Static Water level:

Groundwater Conditions (if known): Pumping level:

Water Quality Records / Lab Reports Yes/No

Water Level Records: Yes/No

Well Completion Report: Yes/No

Date Issue Arose:

Casing Material:

Casing Diameter

Depth to Bottom

Property Owner's Signature

Date

By submitting this form, I affirm that the information I have provided is accurate and I agree to pay the \$100 fee.

**REQUEST FOR QUALIFICATIONS
FOR
MADERA COUNTY GSA, MADERA SUBBASIN
DOMESTIC WELL INSTALLATION
RFQ - XXXXX**

ANNOUNCEMENT

It is the objective of this Request for Qualifications (RFQ) for Madera County Groundwater Sustainability Agency in the Madera Subbasin to develop a list of qualified **local** Contractors to provide well drilling for domestic well installation services on an as needed basis as part of the Madera Subbasin Domestic Well Mitigation Program (Program). The Madera County GSA shall select Contractors to provide domestic well installation services for well owners based on qualifications, experience, comprehensive Statement of Qualifications (SOQs), and cost.

DATE OF ADVERTISEMENT: **Date**

DEADLINE FOR SUBMITTAL: **Date, Time**

1. PROJECT BACKGROUND

The Domestic Well Mitigation Program (Program) is a cooperative effort funded and implemented by the Groundwater Sustainability Agencies (GSAs) in the Madera Subbasin (Subbasin). This RFQ only applies to the Madera County GSA, Madera Subbasin, **but results could be made available to other GSAs.** Collectively, and consistent with the Sustainable Groundwater Management Act (SGMA), the GSAs in the Madera Subbasin have agreed to mitigate for domestic well impacts resulting from declining groundwater levels that occur from groundwater management activities outlined in the Groundwater Sustainability Plan (GSP) through creation and implementation of this Program.

Program applicants approved for inclusion in the Program will receive funding to support installation of a new domestic well (or the driller will be paid directly). Funding of \$35,000 is available per well. Any costs over \$35,000 will need to be paid by the landowner in a separate contract between the driller and the landowner. In order to receive funding support, only well drilling contractors approved by the GSA may be used for new well installation.

2. PROJECT INFORMATION

The purpose of this RFQ is to develop a list of pre-qualified well drilling contractors to provide domestic well design and installation services for well owners located within the Madera Subbasin, County GSA determined eligible for the Program.

3. REQUIRED SCOPE OF SERVICES

Well installation Contractors shall provide all the services required to site, design, permit, drill, construct, develop, and leave the well structure and site ready for the installation of pumping equipment and connection to the existing site distribution system. Those items specifically required for successful project completion, but not listed below, shall be included when preparing site specific work plans and cost estimates. The requested scope of services include:

- Preparation of preliminary well designs that consider the design of the well to be replaced ~~well~~, current water levels, and project water levels.
- Preparation of detailed work plans and cost estimates to install a new well per the requirements of this RFQ
- Well siting consistent with all applicable state and local laws and ordinances
- Obtaining well location clearance from USA North 811
- Obtaining all required permits to drill and install a new domestic well
- Keeping a daily record of all project activities
- Mobilization and demobilization of all required workers, equipment, and materials to and from the project site
- Drilling a borehole using the direct rotary method of drilling
- Collection of drill cuttings for inspection for every 10-feet of hole drilled and development of lithologic log based on changes in observed lithology
- Conducting downhole geophysical surveys. Surveys shall include Single Point, 16 and 64-inch resistivity, Natural Gamma, and Spontaneous Potential
- Preparation of final well design with either PVC or steel blank casing and screen
- Installation of well casing
- Installation of a gravel envelope via tremie pipe
- Installation of a sand/cement grout annular seal via tremie pipe
- Development of the well via airlifting and pumping until the water produced is clear (5 NTU or less) and sand free
- Installing a cement pad at the surface around the well casing
- Site cleanup/restoration
- Submission of Water Completion Report (WCR) to the California Department of Water Resources and appropriate County
- Delivery of daily project records, WCR, as-built well diagram, and copies of project permits to the well owner

All work must be done in accordance with California Department of Water Resources Well Standards Bulletin 74-81/Supplement 74-90 or latest applicable edition/revision and all local ordinances and laws.

4. CONTRACTOR QUALIFICATIONS AND EXPERIENCE

Contractors shall have the following qualifications:

- California Contractor with a C-57 license in good standing with the California Contractors State Licensing Board
- Over 5 years providing domestic well installation services
- Knowledgeable of hydrogeologic conditions (static and pumping water levels, groundwater level trends) within the Madera Subbasin
- Experience with domestic water well design, drilling, and construction
- Successful completion of 25 domestic wells in the last 5-years in and in the vicinity of the Madera Subbasin
- Ability to respond to requests in a timely manner

5. Statement of Qualifications (SOQ) Format and Content

5.1 General Statement of Qualifications Requirements

- 5.1.1. The Madera County GSA discourages lengthy and costly submittals. SOQs should be prepared simply and economically and provide a concise description of the Responding Contractor's capabilities in completing the requirements of this RFQ.
- 5.1.2. Responding Contractor's must follow all formatting and address all portions of the SOQ requirements outlined in this section.
- 5.1.3. Responding Contractor's must respond to every section under the SOQ and Fee Schedule sections below. Respondents must clearly label each response to RFQ requirements with the section and section numbers associated with the subject requirements.
- 5.1.4. Submittals shall be prepared on 8 ½" by 11" paper.
- 5.1.5. Responding Contractors must submit their SOQs by the Deadline for Submitting an SOQ in the RFQ schedule of events.

5.2 Statement of Qualifications (SOQ)

The SOQ shall be stylized and formatted using headings that clearly identify the required sections. The sections of the Response shall follow the order given below. No material other than that listed in this Section shall be included in the Response. The required sections are outlined below:

1. Cover Letter - A cover letter (limited to one page) indicating the interest in providing well installation services to well owners and a statement on why the Contractor should be selected to provide these services.
2. Qualifications - Up to five (5) pages, for resumes of the person(s) designing, drilling, and constructing the domestic wells including drillers, tool pushers, and Project Manager. The resumes shall include a description of projects providing services similar to those identified in the scope of services and will identify individuals' roles and responsibilities on those projects.
3. Project Understanding and Approach – Up to three (3) pages, summary of the approach to be taken for the project. Identify and include all tasks not under the Contractor's control

and provide estimated times to complete well installations based upon prior experience and project requirements. List any information expected from the well owner. Any information or tasks needed to complete well installations but not listed is the responsibility of the Contractor.

4. Project Experience, Success, and References - Up to five (5) pages, a description of projects providing services similar to those identified in the scope of services. The emphasis shall be given to the projects in the Madera Subbasin and surrounding area AND the tasks performed by the persons identified in the Response. Include in the project descriptions (a) the scope of services provided; (b) the type of contract (pro bono, retainer, project-based fee, other); (c) specific accomplishments, if any; and (d) a contact name, phone number and e-mail address for each client to serve as a reference.

All costs for preparation of SOQs shall be borne by the submitting Contractor.

6. RFQ SCHEDULE OF EVENTS

The following RFQ Schedule of Events represents the Madera County GSA's best estimate of the schedule that shall be followed during the contracting process. Unless otherwise specified, the time of day for the following events should be between 8:00 a.m. and 4:30 p.m., Pacific Time.

Event	Date	Time
Madera County GSA Issues RFQ		
Deadline for Written Questions		
Responses to Written Questions		
Deadline for Responding Contractors to Submit SOQs		

1. All responses must be received via email to x on or before **Month, Day, 2022, by 3:00 p.m. PDT**. Responses can be submitted via email to: [Email address:](#)
2. **an email submission is received after the due date and time**, a notification will be sent by reply that the submittal cannot be accepted.

7. General Requirements and Information

1. In addition to other requirements stated in this document, to be eligible to respond to this RFQ, the Contractor must have successfully completed, within the past three years, ten (10) domestic well installation projects similar to those described in this RFQ. Each Contractor shall meet all legal, technical, and professional requirements for providing the requested services.
2. The Madera County GSA reserves the right to make investigations of the Contractors' qualifications or any of its sub-contractors and to contact former clients to confirm qualifications as it deems appropriate.
3. Multiple contractors will be selected and approved to provide well installation services requested by well owners.

4. Well installation services will be on an on-call basis. The Madera County GSA does not guarantee that any services will be requested of the Contractor.

8. QUESTIONS AND RESPONSES

1. Written requests regarding information or clarification in reference to this RFQ must be submitted, electronically to the person below, within the timeframe identified. Include the project number with each question. Send all questions by e-mail by **Month, Day, 2022, at 3:00 p.m.** PT to:

Name

Madera County GSA

Email:

2. Contractors must clearly understand that the only official answer or position of the Madera County GSA will be the one stated in writing. Questions seeking clarification or interpretation of the RFQ must be made in writing via email to the contact person listed above. No inquiries received after the deadline will be considered. The question asked, along with any written response made thereto by the Madera County GSA, will be distributed as an amendment to the RFQ to all the persons on the bidders list. However, the Madera County GSA is not obligated to respond to any question asked, and the Madera County GSAs' failure to respond to any such question will not relieve the Contractor of any obligations or conditions imposed by this RFQ. Written response to the questions will be issued as an amendment no later than seven (7) calendar days before the SOQ due date.
3. If the Madera County GSA finds it necessary to add to, or amend this document prior to the Response submittal deadline, the Madera County GSA will issue written addenda/addendum all the persons on the bidders list. Each Consultant must acknowledge receipt of each addendum by signing the acknowledgement (Appendix A) and providing it with its Response.
4. The County shall keep a record of the submitters list. To be on the County's submitters list please contact:

Name:

Madera County GSA

E-mail:

9. EVALUATION AND SELECTION

1. The Madera County GSA may select one or more firms for the outlined Scope of Service on the basis of qualifications, experience, and cost. Designated staff of the Madera County GSA will conduct a review and evaluation of all SOQs and may, if necessary, invite submitters to interview. The Madera County GSA will review and evaluate SOQs against the following criteria:

#	Description	Points
---	-------------	--------

1	Qualifications: Do the qualifications of key personnel to be assigned to working on the Project Scope demonstrate sufficient experience and expertise?	25
2	Understanding and Approach: Based on the information provided and other available information, does the submitter understand the needs and goals and the obligation to minimize costs while at the same time achieving optimum results?	25
3	Project Experience and Success: Has the submitting firm demonstrated that they, or the staff assigned to the engagement, successfully completed services, similar to those specified in the Scope of Services section of this RFQ?	25
4	References: Are the firm's references from past clients and associates favorable?	25
5	Local Preference: Does the firm have an address within Madera, Merced, or Fresno County?	10

2. Madera County GSA staff will review the SOQs and select those Contactors that they believe are most advantageous to the Madera County GSA and well owners, prior to opening the rate sheet envelope.
3. The Madera County GSA may elect to conduct an oral interview with shortlisted Contractors. Additional details on interviews will be provided to the shortlisted Consultants.
4. The Madera County GSA reserves the right to select the Contractor(s) that, in the sole judgment of the Madera County GSA, can best accomplish the desired results. Selection criteria include, but are not limited to, consideration of the Contractor's qualifications and experience, the Contractor's understanding of and approach to the project, and the negotiated fee for services.
5. This request does not constitute an offer of employment or to contract for services.
6. The Madera County GSA reserves the option to reject any or all SOQs received in response to this Request for Qualifications, wholly or in part.
7. The Madera County GSA reserves the right to retain all SOQs, whether selected or rejected.
8. The successful Contractor will be expected to enter into a contract of substantially the same format as the attached sample form.

10. INSURANCE

1. Insurance coverage for proposed services shall include general liability and property damage insurance that shall include automobile liability insurance in a combined single limit of not less than \$1 million dollars. Professional Liability Insurance (E&O) coverage of \$1 million is also required.
2. The selected firm shall provide within ten (10) calendar days after the notice of award is issued a copy of their existing liability insurance certificate naming the County of Madera

and its officers and employees as an additionally named insured on said policies. Such insurance coverage shall be maintained in full force and effect for the duration of the Contract and must be in a form satisfactory to the County.

DRAFT

Proposal for Professional Engineering Services

To: Stephanie Anagnoson
Director of Water and Natural Resources
Madera County – Madera GSA

From: Davids Engineering, Inc.
www.davidsengineering.com

Date: 09/30/2025

Subject: Madera County – Madera GSA Domestic Well Mitigation Program Implementation Support

Davids Engineering, Inc. (DE) is pleased to provide this proposal to the Madera County Groundwater Sustainability Agency in the Madera Subbasin (Madera County - Madera GSA) for professional services associated with implementation of the Madera County - Madera GSA Domestic Well Mitigation Program (DWMP).

1 Project Overview and Objective

The Madera County – Madera GSA is currently implementing an approved Groundwater Sustainability Plan (Joint GSP) for the “white area” of the Madera Subbasin (Subbasin) in an effort to achieve groundwater sustainability by 2040. An important component of the Joint GSP is implementation of a DWMP to mitigate for impacts to domestic wells caused during the implementation period, or until sustainability is achieved. The intent of the Madera County – Madera GSA DWMP is to mitigate domestic well impacts caused by declining groundwater levels in the Subbasin.

Discussions and stakeholder input during Joint GSP development indicated a clear desire to balance the water supply needs of all beneficial uses and users of groundwater in the Subbasin, to the greatest extent practicable. Stakeholders expressed a clear desire to protect domestic well users that rely on groundwater, while allowing for some level of continued groundwater decline in support of the vitally important agricultural economy. As detailed in Appendix 3.D. of the Joint GSP, implementing the DWMP would provide the best and most economically reasonable outcome for beneficial uses and users of groundwater in the Subbasin by preserving the local economy and protecting domestic well users’ access to groundwater. For this reason, the Madera County - Madera GSA has elected to mitigate for potential impacts to domestic well users within the confines of their GSA, as a function of declining groundwater levels, during the Joint GSP implementation period or until groundwater sustainability is achieved.

This proposal details tasks currently thought to be necessary and relevant to support implementation of the Madera County – Madera GSA DWMP on an annual basis, along with preliminary deliverables, assumptions, and an annual schedule.

2 Project Approach

In support of the Madera County – Madera GSA DWMP implementation, DE will leverage its deep experience in the Subbasin, its thorough understanding of the Joint GSP, relationships with the other GSAs in the Subbasin and other local stakeholders. Importantly, it should be noted that DE anticipates soliciting the support of a Subconsultant whose area of focus is in hydrogeology. As currently envisioned, the Subconsultant's assistance is likely to be in siting analysis, determination of necessary depth of all proposed new wells, well construction, well abandonment, inspection of new wells, and inspection of wells that have potentially failed.

3 Project Proposal

3.1 Scope of Services

The scope of professional services to be performed by DE is organized into four tasks as described below:

Task 1. Support Implementation of the Madera County – Madera GSA DWMP: DE will support the Madera County - Madera GSA with implementation of the DWMP within the Madera County – Madera GSA jurisdictional boundaries. Potential support is thought to include, but is not limited to:

1. Development of an application and associated process to assist domestic well owners in applying for domestic well mitigation within the Madera County – Madera GSA. As part of this task, DE will conduct a preliminary completeness review of the application to determine DWMP eligibility.
2. Support and coordination of temporary mitigation, as may be required, and as directed.
3. DE will implement a technical review of applicants' existing domestic well.
4. DE will perform field inspections of domestic wells to determine whether applicants are eligible for mitigation (cause of well failure).
5. Following appropriate due-diligence and analysis, DE will determine whether the domestic well meets the eligibility criteria and make a recommendation to the Madera County – Madera GSA for mitigation.
6. Coordinate new well construction with the applicable driller(s). Inclusive of the bidding process, as may be required.
7. Coordinate with applicable permitting agencies.
8. Coordinate final inspection, inclusive of the well completion report.
9. Coordinate abandonment of the existing well.
10. Coordinate filing of the well completion report, as applicable.
11. Continuous landowner coordination and communication during the application and mitigation process.
12. Recordation of mitigation on deed.
13. Complete and provide quarterly reports to the Madera County – Madera GSA.

Task 2. Support DWMP Public Outreach: DE will support the Madera County - Madera GSA with public engagement and outreach activities, including, but not limited to:

1. Preparation of DWMP related documentation for website publication, website creation, and completion of website maintenance, as necessary and as requested.
2. Make public presentations and facilitate workshops to review important DWMP topics, solicit feedback from the public, and guide next steps for implementation of the Madera County – Madera GSA DWMP.
3. Attend public health events for continued outreach and implementation of the DWMP, as requested and/or required.

Task 3. Complete Annual Report: Complete an annual report of DWMP implementation, including, but not limited to:

1. Summary of implementation actions taken during the year.
 - Number of applications received, reviewed, approved, and denied.
 - Spatial representation of wells approved for mitigation.
 - Technical summary for each new well drilled.
2. Summary of annual public outreach.
3. Summary and description of any implementation hurdles.
4. Complete and transparent summary of DWMP revenue and expenditures.
5. Forecasted implementation costs for the coming year.

Task 4. Perform On-call Professional Services: DE will work closely with applicable Madera County - Madera GSA staff as requested on an on-call basis to assist with other DWMP tasks that are not currently identified in this proposal, but may be necessary for successful DWMP implementation. DE will only complete on-call professional services as requested by Madera County – Madera GSA staff. Any and all deliverables will be mutually agreed to between DE and Madera County – Madera GSA staff.

3.2 Deliverables

The following deliverable(s) will be provided to the Madera County - Madera GSA (all deliverables will be in electronic format, unless otherwise noted):

Task 1.:

1. DWMP Mitigation Application.
2. Application Completeness Checklist.
3. Bid packages.
4. Notice of Award.
5. Well Completion Report.
6. Initial inspection checklist.
7. Final inspection checklist.
8. Proof of recordation on deed.

Task 2.:

1. Functional DWMP website.
2. Meeting agendas.
3. Meeting notes.
4. Attendance logs.

5. Public outreach items (newsletters, fliers, etc.).
6. PowerPoint presentations.

Task 3.:

1. Draft Annual Report.
2. Final Annual Report.

Task 4. Perform On-Call Tasks: Deliverables to be defined through mutual agreement between DE and Madera County - Madera GSA staff.

3.3 Assumptions

The following assumptions were made in developing this proposal. To the extent that these assumptions do not hold true, the effort and therefore the cost and schedule required to perform the services could be affected.

1. All deliverables, unless mutually agreed upon prior to finalization, will be provided in electronic format.
2. Madera County - Madera GSA will provide required information requested by DE in a timely manner.
3. DE cannot control the schedule or work products of 3rd party vendors supporting implementation of the DWMP (well drillers, permitting agencies, etc.).
4. DE will not provide any legal guidance and/or direction.
5. DE reserves the right to augment the DE team throughout the course of the project as deemed necessary for successful project completion.
6. Specific schedule or milestone dates are to be determined through mutual agreement between DE and Madera County – Madera GSA staff.
7. DE will not be responsible for any and all mitigation costs. Any and all costs associated with DWMP implementation will be paid by the Madera County – Madera GSA.
8. DE shall not and cannot be held liable for non-participating applicants.
9. DE shall not and cannot be held liable for non-cooperating applicants.
10. DE will not be responsible for any environmental permitting.
11. Prior to initiation of work outside that set-forth herein, DE and Madera County – Madera GSA shall coordinate as necessary regarding a potential/required scope and fee amendment. Any fee amendment shall be in accordance with DE rates then in effect.
12. The Madera County – Madera GSA shall coordinate any and all necessary private property access.
13. The Madera County – Madera GSA and DE will collaborate for all outreach, logistics for in-person meetings, and noticing for any and all public workshops.

3.4 Schedule

DE proposes to complete all work by December 31, 2026. Work will progress to meet the milestones set-forth in Table 1. Delays in the notice to process from Madera County - Madera GSA will result in corresponding delays or shifts to the subsequent milestones. Schedule implications or deviations from

the milestone dates that occur during the work will be made known to Madera Subbasin Joint GSP GSA as soon as practicable.

Table 1. Summary of project schedule including key milestones and milestone dates.

Milestone	Milestone Deadline
Notice to Proceed	November 1, 2025
Implementation of Madera County – Madera GSA DWMP	All year.
DWMP Updates	Quarterly basis.
Annual Reports	December 2026.

3.5 Cost Proposal

The estimated budget required to perform the work described above is \$513,896. For budgeting purposes, a detailed task budget was prepared and is provided in Table 2. While estimated costs are based on a detailed task-by-task buildup, actual project costs will not necessarily be tracked on a task basis, nor will individual task budgets constrain charges for work performed up to the total estimated budget.

Table 2. Project estimated budget summary by task.

Project Task No	Project Task Description	DE Cost	Direct Cost	Total Budget
1	Support Implementation of the Madera County - Madera GSA DWMP	\$310,004	\$4,200	\$314,204
2	Support DWMP Public Outreach	\$142,788	\$700	\$143,488
3	Complete Annual Report	\$16,204	\$0	\$16,204
4	Perform On-call Professional Services	\$40,000	\$0	\$40,000
Totals		\$508,996	\$4,900	\$513,896



Committee Members
Leticia Gonzalez
Robert Macaulay

ITEM 4.h

Date: October 3, 2025

To: Madera County Groundwater Sustainability Agency (GSA) Committee
Leticia Gonzalez, Robert Macaulay

From: Stephanie Anagnoson, Director of Water and Natural Resources

Subject: Informational Item: Measurement Methods Distribution and Costs

DISCUSSION:

Background

Madera County Groundwater Sustainability Agency (Madera County GSA) tracks water use for irrigated acres within its boundaries using satellite measurements and/or meters. The choice of measurement tool is a grower decision. Two separate existing contracts for satellite measurement expire in 2025 at the end of the calendar year.

At the September 2, 2025, Madera County GSA Committee meeting, staff provided an update on a recent questionnaire. Based on results of a grower questionnaire, staff is moving ahead with contract negotiations with Hydrosat (Irrigatech) to begin a contract in 2026 for three years. Staff is also hosting a webinar on accounting platforms for three vendors that had the highest interest from growers to conduct public presentations.

Two additional requests were made for information:

1. the distribution of measurement choices; and
2. the costs associated with measurement method choices.

Distribution of Measurement Methods Choices

In late 2022, staff asked growers in a written form to choose for 2023 among Irrigatech (Hydrosat), Land IQ or private meters for 2023. Of the choices received, 28% of farm





Committee Members

Leticia Gonzalez

Robert Macaulay

ITEM 4.h

units chose Irriwatch, 7% chose Land IQ, 15% chose private meters; 50% did not respond. The non-responses defaulted to Land IQ and were notified of this. Written reports were mailed out monthly as the year progressed. Analysis in terms of number of APNs or number of acres shows the same trend in terms of a breakdown by measurement method. Each year, there is an option to change methods and less than 10 farm units changed each year. Currently, in 2025, 31% of farm units are on Irriwatch/Hydrosat, 6% are on Land IQ and 15% are on meters with the rest (approximately 50%) defaulting to Land IQ.

Costs Associated with Measurement

The table below shows 2023 costs (calendar year) 2024 costs (calendar year), partial 2025 costs (through August) and forecasted 2026 costs.

Measurement	2023 Costs	2024 Costs	2025 Costs (estimated)	Proposed 2026 (forecasted)
Hydrosat (Irriwatch)	\$176,284	\$157,837	\$157,837 (total)	\$164,340
Consultant support for Hydrosat	\$110,669	\$98,322	\$47,465 (to date)	\$100,000
Land IQ	\$193,048	\$159,181	\$126,204 (total)	\$---
Consultant support for Land IQ	\$97,324	\$86,567	\$39,425 (to date)	\$---
Consultant support for Meters	\$168,339	\$111,040	\$61,056 (to date)	\$100,000
Staff support for Meters	\$100,000 (total)	\$80,000 (total)	\$60,000 (total)	\$60,000
Appeal Process with GEI	\$13,793	\$16,480	\$35,832 (to date)	\$60,000
Total	\$859,457	\$708,428	\$467,819 (incomplete)	\$484,340





Committee Members
Leticia Gonzalez
Robert Macaulay

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It is worth noting that demand management is a bigger program than simply measurement and has additional costs for development and monitoring of allocations. However, specific to management, from the table, you can see that while the product costs for Hydrosat or Land IQ can be comparable, there are significant costs for consultant support to process the data and generate reports and that meters are considerably expensive to support.

ATTACHMENTS:

N/A

AA





Committee Members
Leticia Gonzalez
Robert Macaulay

ITEM 4.i

Date: October 3, 2025

To: Madera County Groundwater Sustainability Agency (GSA) Committee
Leticia Gonzalez, Robert Macaulay

From: Stephanie Anagnoson, Director of Water and Natural Resources

Subject: Informational Item: Demand Management Policy Options Moving Ahead

DISCUSSION:

Background

Madera County Groundwater Sustainability Agency (Madera County GSA) has a groundwater allocation program and associated penalties in place through 2040 for all three subbasins within which it has jurisdictional responsibility (Resolution 2025-085). The structure of these allocations was developed by the Madera County GSA Advisory Committee in 2019 and 2020 and resulted in Resolution No. 2020-166, which adopted key principles for a groundwater allocation approach. Allocations were further developed and defined in Resolution No. 2021-069 in which allocations per acre were determined. Additional questions relating to recharge credits and data regarding current water use were addressed in Resolution No. 2021-113 which included additional groundwater allocation program refinements.

Penalties for exceeding allocations were adopted separately (Resolution No. 2022-143, 144, and 145) setting a graduated penalty, starting at \$100/AF in 2023 for use over an allocation, increasing by \$100/AF each year thereafter, capped at \$500/AF by 2027 in terms of penalties over the allocation.

The following provides a brief representation of the estimated Evapotranspiration of Applied Water (ETAW) and the groundwater allocation program's impacts to each subbasins:





Committee Members
Leticia Gonzalez
Robert Macaulay

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Madera Subbasin, County GSA

Over a ten-year period, the Madera Subbasin, County GSA saw a peak estimated ETAW in 2022, the first year after allocations were adopted and a “critical” water year with limited precipitation. Penalty discussions were still on-going, so likely did not have any impact in grower decisions. The extremely wet 2023 resulted in reduced use of irrigation water to meet ET, resulting in a low point for the time frame. More recently, data for 2024 and to-date for 2025, indicate ETAW is seeing an overall reduction over time, reflecting the role of the groundwater allocation and increasingly higher fines when viewed across varying hydrologic conditions.

Chowchilla Subbasin, County GSA

Over a ten-year period, the Chowchilla Subbasin, County GSA saw a peak estimated ETAW in 2015 and nearly matched in 2020 and 2022. Penalty discussions were still on-going, so likely did not have any impact in grower decisions in 2022. The extremely wet 2023 resulted in reduced use of irrigation water to meet ET, resulting in a low point for the time frame. More recently, data for 2024 and to-date for 2025, indicate ETAW is seeing an overall reduction over time, reflecting the role of the groundwater allocation and increasingly higher fines when viewed across varying hydrologic conditions.

Delta Mendota Subbasin, County GSA

While there are only a few landowners in the Madera County GSA in the Delta Mendota Subbasin, one of them is the Bureau of Reclamation who leases a few hundred acres to private parties for irrigated agriculture. The overall increase in ETAW in this subbasin is not fully understood, including the contribution of the federal lands, which are not subject to the allocation nor is the tenant. It is also unclear how much of the ETAW is met with surface water versus groundwater, given the fact that most of the parcels adjoin the San Joaquin River and may have surface water entitlements.

OPTIONS FOR GROUNDWATER ALLOCATION PROGRAM REFINEMENTS

Based on the ETAW time series within each Subbasin, it appears that the groundwater allocation program is having some of the desired effect. However, the Board may want to consider refinements to the groundwater allocation program to assure the long-term objectives of the County GSA in each subbasin are achieved. Several options have been developed, including:





Committee Members
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ITEM 4.i

1. Increasing the penalty to \$500/AF effective beginning in 2026 – This seems consistent with other GSAs (see Attachment A).
2. Modifying the carryover policy – Introducing a limit on the time that water could be carried over or a decay factor for the water would mimic hydrologic realities. A cap per acre could also be introduced. Staff suggests an expiration for carryover water. Based on a survey of comparable agencies, limiting carryover to be used within five years maximum is a reasonable option.
3. Adjust allocations for “repeat offenders” – Upon the second year of incurring penalties for overuse, a quantity equivalent to the second-year overage could also be subtracted from the Farm Unit’s upcoming allocation – in addition to incurring the penalty. This also is an approach adopted by other GSAs facing groundwater allocation challenges. This could also be implemented for “first offenders”.

Staff developed a survey of agencies with allocations regarding the above suggestions. Results are summarized in Attachment A.

This item is for discussion and information only and will be brought back with refinements.

FISCAL IMPACT: Each option has different fiscal impacts both to the County GSA and to individual growers.

ATTACHMENT:

1. Survey of Comparable Agencies

SA



A Survey of Comparable Agencies related to Allocations, Penalties, and Carryover

	Madera County GSA	Merced Subbasin GSA	North Fork Kings GSA	Eastern Tule GSA	Eastern Kaweah GSA	Greater Kaweah GSA	Lower Tule River Irrigation District GSA
Penalties for Allocations	Starts at \$100/AF for 2023, increases to \$500/AF by 2027, with an additional \$1000/ farm unit penalty in Chowchilla Subbasin	\$500/AF + \$1000 + \$100/day; repeated violations may trigger additional restrictions	In process (allocation without penalties in 2026)	Penalties vary by year; \$392/AF in 2025 for Tier 1 (anything beyond SY) and \$500/AF for Tier 2	Yes; \$500/AF with a one-to-one loss in the following year allocations	Tier 3 is \$500/AF plus loss of that amount of water from the following years allocation	\$500/AF over an allocation, plus a consumption charge (buying an alternative supply)
Allocation Zones	Yes, 6 farm unit zones; allocations differ depending on subbasin	Yes, 8 zones; allocations are the same across all zones currently	In process	Land Subsidence Management Zone on Friant-Kern Canal (AF reduced depending on location)	No	No; may establish management areas soon to discourage lower aquifer pumping	No; may establish subsidence zones soon
Carryover Rules	No expiration; no decay	No decay; recharge credits decay after five years	In process, but discussed 2-year limit	Carryover expires in five years	Only native allocation can carryover; carryover expires in five years	Carryover expires in five years if paid for originally in the year it was allocated	No decay; order of water used by priority determined by GSA (Precipitation, SY, recharge, TW)
Number of Measurement Methods	Hydrosat, LandIQ, private meters with an option to appeal	OpenET, private party monthly satellite measurements; monthly meter data	Land IQ with ability to dispute with meter data (appeal)	Land IQ; meter data to appeal; special requirements in subsidence zone for metering	Land IQ; opt-in process for meters with substantial rules	Land IQ; opt-in process for meters with substantial rules	Land IQ; meter or other measurement for appeal

A Survey of Comparable Agencies related to Allocations, Penalties, and Carryover

Small Farm Rules	No	No	Potentially, in process	No	No	No	No