



Committee Members

Robert Macaulay
Jordan Wamhoff

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)
Special Committee Meeting
February 3, 2026
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/87594364987>

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
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.





Committee Members

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Jordan Wamhoff

4. New Business

- a. Action Item: Approval of the Madera County Groundwater Sustainability Agency Committee Meeting Minutes from November 12, 2025
- b. Informational Item: Look Back, Look Ahead: Review 2025 Accomplishments and 2026 goals for the Madera County GSA
- c. Action Item: Consideration and recommendation to the Board of Directors to approve Transfer of Appropriations to Allocate Appropriations to the Refunds and Reimbursements
- d. Action Item: Consideration and recommendation to the Board of Directors to:
 - 1) Find that the Prop 68 Chowchilla Subbasin Round 1 Funding Construction Project, including construction, is exempt from CEQA pursuant to Executive Order N-7-22.
 - 2) Approve the agreement for the Prop 68 Chowchilla Subbasin Round 1 Funding Construction Project.
- e. Action Item: Consideration and recommendation to the Board of Directors to approve a one-year agreement with Madera Subbasin Annual Report – 7 party Cost Sharing
- f. Action Item Consideration and recommendation to the Board of Directors to approve a one-year agreement with Davids Engineering for the Madera Subbasin Annual Report
- g. Action Item: Consideration and recommendation to the Board of Directors to approve an agreement with Davids Engineering for allocation support for a three-year agreement
- h. Informational Item: Review of Groundwater Accounting Platform Status
- i. Action Item: Consideration and recommendation to the Board of Directors to approve a receipt of unanticipated revenue for groundwater sustainability plan (domestic well mitigation) appropriations
- j. Action Item: Consideration and recommendation to approve a resolution amending rules and eligibility criteria for implementing the Domestic Well Mitigation Program in the Madera County Groundwater Sustainability Agency – Madera Subbasin





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

5. Directors' Report
 - a. Hydrosat-Irrisat Training
 - b. Outlook for weather
 - c. USDA NIFA grant conference
6. Adjourn





Committee Members

Leticia Gonzalez

Robert Macaulay

Item 4.a

MINUTES

**MADERA COUNTY GROUNDWATER SUSTAINABILITY AGENCY
(In the Madera, Chowchilla, and Delta-Mendota Subbasins) COMMITTEE MEETING**
Wednesday, November 12, 2025; 01:30 PM
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>

Attendance:

County GSA Directors: Leticia Gonzalez, Robert Macaulay

County GSA Staff: Stephanie Anagnoson, Jeannie Habben, Leticia Tapia, Allison Medley, Jerod Weeks, Jacinta Cabral, Aleta Allen

County staff attending on behalf of the GSA: Regina Garza, Melisa DaSilva, Sarah Anderson

13 members of the public in person; 26 members of the public on Zoom

1. Call to Order: 1:33pm
Meeting was called to order by Director Gonzalez.
2. Flag Salute
This was led by Director Gonzalez.
3. Public Comment – There were 2 public comments.
4. New Business
 - a. Action Item: Approval of the Madera County Groundwater Sustainability Agency Committee Meeting Minutes from October 7, 2025
There were 0 public comments

Result: Motion passed

Moved: Director Macaulay

Second: Director Gonzalez

Ayes: Director Gonzalez; Director Macaulay





Committee Members

Leticia Gonzalez

Robert Macaulay

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b. Action Item: Consideration and recommendation to the Board of Directors to sign a letter to the state Department of Water Resources (DWR) relating to implementation of the Domestic Well Mitigation Program in 2026
This was presented by Ms. Anagnoson.
There were 0 public comments.

Result: Motion passed

Moved: Director Macaulay

Second: Director Gonzalez

Ayes: Director Gonzalez; Director Macaulay

c. Action Item: Consideration and recommendation to approve a resolution to adopt rules for Domestic Well Mitigation in the Madera Subbasin, Madera County GSA

- 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).
This was presented by Mr. Weeks.
There were 4 public comments.

Result: Motion passed

Moved: Director Macaulay

Second: Director Gonzalez

Ayes: Director Gonzalez; Director Macaulay

d. Action Item: Consideration and recommendation to the Board of Directors to enter into a contract with Davids Engineering for management of Domestic Well Mitigation Program in 2026
This was presented by Mr. Weeks.
There were 3 public comments.

Result: Motion passed

Moved: Director Macaulay

Second: Director Gonzalez

Ayes: Director Gonzalez; Director Macaulay

e. Action Item: Consideration and recommendation to the Board of Directors to enter into a contract with Hydrosat for satellite measurement of water use
This was presented by Ms. Anagnoson.





Committee Members

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There was 1 public comment.

Motion to move forward with the contract as presented to the Board of Director for further discussion.

Result: Motion passed

Moved: Director Macaulay

Second: Director Gonzalez

Ayes: Director Gonzalez; Director Macaulay

- f. Informational Item: Well Driller Contract(s) for Domestic Well Mitigation in 2026
This was presented by Ms. Anagnoson.
There was 1 public comment.
- g. Informational Item: Prop 68 funded contracts with landowners related to recharge
This was presented by Ms. Habben.
There was 1 public comment.
- h. Informational Item: Prop 68 Chowchilla 1 Construction
This was presented by Ms. Habben.
There was 1 public comment.
- i. Informational Item: Demand Management Policy Options Moving Ahead
This was presented by Ms. Anagnoson.
There were 7 public comments.
- j. Informational Item: Joint Power Authority in the Madera County GSA Delta-Mendota Subbasin for overall governance
This was presented by Ms. Cabral.
There was 0 public comment.

5. Directors' Report
This was presented by Ms. Anagnoson.
There was 0 public comment.

- a. Farm unit changes
- b. Opt-In letters
- c. Measurement choice forms
- d. Penalty warnings
- e. Bulletin 118 comments
- f. No Miscellaneous

6. Adjourn: 3:13pm





Committee Members

Jordan Wamhoff

Robert Macaulay

ITEM 4.b

Date: February 3, 2026

To: Madera County Groundwater Sustainability Agency (GSA) Committee
Robert Macaulay, Jordon Wamhoff

From: Stephanie Anagnoson, Director of Water and Natural Resources

Subject: Informational Item: Review 2025 Accomplishments and 2026 goals for the Madera County GSA

DISCUSSION:

2025 Accomplishments

Regulatory Compliance

In accordance with the Sustainable Groundwater Management Act (SGMA) administered by the State Department of Water Resources (DWR), Madera County Groundwater Sustainability Agency (Madera County GSA) was able to complete the following actions:

- **Madera Subbasin Groundwater Sustainability Plan:**
 - Submitted Plan Amendment to DWR on January 31, 2025, for review
 - Submitted 2024 Madera Subbasin Annual Report to DWR in April 2025
- **Chowchilla Subbasin Groundwater Sustainability Plan:**
 - Submitted 2024 Chowchilla Subbasin Annual Report to DWR in April 2025
 - Removed from jurisdiction of the State Water Resources Control Board on June 03, 2025
- **Delta Mendota Groundwater Sustainability Plan:**
 - Adopted Memorandum of Understanding with Valley Water Collaborative on August 12, 2025 for water quality mitigation
 - Adopted Revised Domestic Well Mitigation Policy on October 14, 2025





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Public Meetings

The board of directors created a Madera County Groundwater Sustainability Agency Committee that met monthly to review informational and action items for the board of directors. This created an additional opportunity for feedback from the public.

GSA Committee Meetings	GSA Board Meetings
March 4	March 11
April 1	April 8
May 6	May 13
June 3	June 10
July 1	July 8
August 5	August 12
September 2	September 9
October 7	October 14
November 12	November 18
--	December 9

Due to previously scheduled conferences and IT renovations to the board chambers, the GSA Committee did not meet in December 2025 or January 2026 but will resume in February 2026.

Other Opportunities for Feedback

In addition to the Madera County GSA public meetings, there were additional opportunities for input:

- Chowchilla Subbasin Revised GSP Public Comment Periods from 1/15/25 to 2/17/25 and 3/26/2025 to 6/4/2025
- Chowchilla Advisory Committee Meetings: 1/08/25, 3/26/25, 8/27/25, 9/03/25, and 12/11/25





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- Delta-Mendota Subbasin Coordination Committee Meetings: 1/13/25, 2/6/25, 3/10/25, 3/31/25, 4/14/25, 5/19/25, 6/4/25, 6/9/25, 7/1/25, 7/14/25, 8/11/25, 9/8/25, 10/13/25, 11/10/25, and 12/3/25
- Office Hour Appointments
- Phone calls and Emails
- Focus Groups
- Questionnaires on Satellite Measurement Method and Accounting Platforms

Additional Outreach

A critical component of the work in the Madera County GSA is outreach to the growers, the Valley communities, and the world at large. Staff spoke at a number of public events with an emphasis on conveying the hard work of growers with compliance with SGMA and regulatory struggles with recharge:

- 02/24/2025: Fresno State/Uzbekistan Delegation SGMA – SGMA Implementation in Madera County GSA
- 02/28/2025: Colusa Groundwater – Demand Management
- 04/03/2025: Uzbekistan Space Agency – SGMA Implementation in Madera County GSA
- 05/07/2025: American Pistachio Growers State of Affairs – SGMA Implementation in Madera County GSA
- 11/05/2025: Flood MAR Conference – Recharge Lessons from Madera County GSA
- 11/21/2025: Fresno State Faculty – SGMA Implementation in Madera County GSA
- 12/17/2025: Sacramento Valley Flood Diversion and Recharge Enhancement Workgroup – Recharge Lessons from Madera County GSA

In addition to in-person outreach, Madera County GSA published a monthly grower enewsletter, a monthly newsletter on more broad water resources issues, and a 2025 summary of rules booklet.

Next Steps in 2026

In terms of goals in 2026, these are proposed goals divided into implementation of board-adopted processes and policies (shown as Implement below) and potential policy





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development that need substantial Madera County GSA and Board and public input (shown as Develop below):

Implement

- Recertification/retrain for all vendors for meter installation / calibration
- Train growers on Hydrosat
- Begin Domestic Well Mitigation (with quarterly updates)
- Anticipate Delta Mendota coming out of State Water Resources Control Board jurisdiction
- Publish 2026 Summary of Rules Booklet

Develop (for feedback)

- Evaluate Department of Water Resources Subsidence Guidance
- Evaluate and potentially develop Fallow Fields Program
- Evaluate and potentially develop Madera County GSA Groundwater Export Rule
- Evaluate and develop a Groundwater Demand Management Program and Subsidence Mitigation Measures for the Chowchilla Subbasin GSP

FISCAL IMPACT:

This is an informational item.

ATTACHMENTS:

N/A

S.A





Committee Members

Jordan Wamhoff
Robert Macaulay

ITEM 4.c

Date: February 3, 2026

To: Madera County Groundwater Sustainability Agency (GSA) Committee
Robert Macaulay, Jordan Wamhoff

From: Stephanie Anagnoson, Director of Water and Natural Resources

Subject: Action Item: Consideration of approval of Request for Transfer of Appropriations NO.25-068, in the amount of \$26,120, transfer from the Appropriation for Contingency Account to the Refunds and Reimbursements Account, for Fiscal Year 2025-2026.

DISCUSSION

Transfer of Appropriations No. 25-068 moves \$26,120 within the GSA Administration Fee budget from the Contingency account to the Refunds and Reimbursements account for a 2024 groundwater overuse penalty that was determined to no longer apply following an approved appeal, related to one master account. This action does not increase the overall budget.

Key Dates in this process:

- April 15, 2025 – 2024 groundwater overuse penalty issued to the master account
- May 29, 2025 – Penalty was paid through two separate payments under one master account
- August 6, 2025 – Appeal approved pursuant to GSA Resolution 2024-121; penalty recalculated to zero and determined to no longer apply
- October 2, 2025 – Refund memorandum issued
- October 17, 2025 to December 31, 2025 – Requested a W-9 from the master account, completed W-9 corrections as needed, and worked with the Auditor's Office to establish the master account in the County financial system to enable reimbursement processing.

Approval of this item provides the necessary authority to complete the reimbursement process and does not increase overall appropriations.





Committee Members

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FISCAL IMPACT:

\$26,120.00 needs to be allocated in the Refunds and Reimbursements Account in the GSA Adm. Fee budget and does not increase overall appropriations.

ATTACHMENTS:

Budget Adjustments Authorization TOA 25-068

E.G





Budget Adjustment Authorization

Submittal Date *

1/7/2026

For Fiscal Years *

2025-2026

Contact First Name *

Emily

Contact Last Name *

Garcia

Department *

WNR

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: ***

2/10/2026

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	26,120

Total

\$ 26,120.00

Transfer To

Org #*	Org Description*	Account #*	Account Description*	Amount*
15020	GSA Fee Revenue	721210	Refunds and Reimbursements	26,120

Total

\$ 26,120.00

Explanation of Transfer*

A Transfer of Appropriations to the Refunds and Reimbursements account is required to process a refund of 2024 penalty payments to two growers within the Madera County GSA – Madera 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 of Water and Natural Resources

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 #*

25-068

Signature



Auditor Name*

David Richstone

Date*

1/8/2026

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*

1/12/2026

Attached for Board Approval

*

Completed



Committee Members

Jordan Wamhoff
Robert Macaulay

ITEM 4.d

Date: February 3, 2026

To: Madera County Groundwater Sustainability Agency (GSA) Committee
Robert Macaulay, Jordan Wamhoff

From: Stephanie Anagnoson, Director of Water and Natural Resources

Subject: Action Item: Consideration and recommendation to the Board of Directors to:

- 1) Find that the Prop 68 Chowchilla Subbasin Round 1 Funding Construction Project, including construction, is exempt from CEQA pursuant to Executive Order N-7-22.
- 2) Approve the agreement for the Prop 68 Chowchilla Subbasin Round 1 Funding Construction Project.

DISCUSSION:

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. The County of Madera Groundwater Sustainability Agencies (GSAs) covers portions of the Chowchilla, Delta Mendota, and Madera Subbasins, not already covered by another agency within Madera County. Furthermore, through the implementation of Groundwater Sustainability Plans (GSPs), the Groundwater Sustainability Agencies are required to meet sustainability goals for groundwater.

The GSPs must develop Project and Management Actions (P/MAs) to address the six sustainability indicators (lowering of groundwater levels, reduction of aquifer storage, land subsidence, degraded quality, surface water depletion, and seawater intrusion which is not applicable to Madera County). Madera County Groundwater Sustainability Agencies are currently working to implement multiple groundwater recharge projects to help address the six sustainability indicators.

The first of the four recharge projects funded through Proposition 68, is the Chowchilla Bypass Recharge for Subsidence and Flood Risk Reduction Phase1 (Chow 1). The projects under Chow 1 are beneficial to the Red Top area. This portion of our county exhibits an





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upper unconfined aquifer and lower confined aquifer. The separation of the lower and upper aquifer is created by what is known as the Corcoran Clay layer. Areas with the Corcoran Clay layer are known to have increased subsidence issues, since the lower confined aquifers cannot rebound the way unconfined aquifers can. Implementing recharge in these areas will enhance water availability in the unconfined upper aquifer (above the Corcoran Clay layer). This is expected to reduce reliance on pumping from the lower confined aquifer and can bring balance to the hydrological pressures of the aquifer.

Environmental permitting and 100% design plans have been completed for the Chow 1 projects. The initial bid for Chow 1 was posted on November 19, 2025, to Bid Express, Builders Exchange, and the Madera County Public Works Bid Opportunities Page. This is the standard format Madera County Public Works uses for public bidding processes.

A notice to bidders was also published in the Madera Tribune on November 22 and November 29, 2025. An onsite pre-bid meeting occurred on December 2, 2025, with 13 businesses in attendance. During the meeting, all three construction sites were visited. Questions and answers from the pre-bid meeting were posted to Bid Express.

The question period ran from November 19, 2025, through December 8, 2025, during which a total of 36 questions were asked and answered on Bid Express. Bids were then opened on December 15, 2025, and one responsive bid was received. However, the bid was rejected because the proposal exceeded the base bid by \$500,000.

The project was rebid on January 2, 2026, with a reduced scope due to the lack of grant funding. The rebid process included reposting the project on Bid Express, Builders Exchange, and the Madera County Public Works Bid Opportunities Page. A notice to bidders was also published in the Madera Tribune on January 6 and January 13, 2026.

The rebid, onsite pre-bid meeting occurred on January 9, 2026, with 17 businesses in attendance. During the meeting, all three construction sites were visited. Questions and answers from the pre-bid meeting were posted to Bid Express. The question period ran from January 2, 2026, through January 16, 2026. A total of 17 questions were asked and answered. Bids were opened on January 23, 2026. The lowest responsive and responsible bidder will have a contract brought to the February 10, 2026, Board of Directors meeting. This process was reviewed at the Madera County Groundwater Sustainability Agency Committee on November 12, 2025.





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FISCAL IMPACT:

This project is funded by Grants from the California Department of Water Resources. There are no impacts to the general fund.

ATTACHMENTS:

1. Madera_Recharge_1_Concurrence Letter
2. MaderaCOTTWD_RechargeProj1_att_A
3. Revised Prop 68 Chow 1 Construction

J.C



DEPARTMENT OF WATER RESOURCES

P.O. BOX 942836
SACRAMENTO, CA 94236-0001
(916) 653-5791



Ms. Stephanie Anagnoson
Madera County
200 W. Fourth Street
Madera, CA 93637

RE: Self-Certification Form for Executive Order N-7-22, Action 13

Dear Ms. Anagnoson:

The Department of Water Resources (DWR) has reviewed the self-certification form submitted by Madera County consistent with the intent and requirements of the Executive Order N-7-22, Action 13 (EO 13). Based upon the unpredictable and severe circumstances created by the state's increasingly hotter and drier climate, Governor Newsom enacted EO 13 to suspend the California Environmental Quality Act for groundwater recharge projects that capture available water for the purposes of recharging groundwater basins through the application on open and working lands to help mitigate drought impacts on groundwater conditions.

The submitted self-certification form (Attachment A) identifies the Chowchilla Subbasin Recharge Project 1 as a project that meets the criteria of EO 13. DWR has reviewed the project information in the submitted self-certification form and has determined that the project is consistent with the requirements of EO 13. As your project efforts progress, all other necessary permits or areas of compliance should be upheld. Please retain a copy of this letter as documentation of DWR's concurrence on your project eligibility.

If you have any questions, please contact our Sustainable Groundwater Management Office at SGMPS@water.ca.gov.

Sincerely,

Original document signed by Cindy Messer on 9/7/2023.

Cindy Messer
Lead Deputy Director

Attachment

Agency: Madera County

Drought Executive Order N-7-22, Action 13

Self-Certification Form

BACKGROUND: Consistent with the March 28, 2022 Drought Executive Order N-7-22 Action 13, the California Department of Water Resources (DWR) developed this self-certification form to allow local agencies to submit their proposed recharge projects to DWR and that the project is eligible for the CEQA suspension. After reviewing the information submitted via this self-certification form, DWR will review and may concur. A list of activities eligible for the CEQA suspension is maintained on DWR's website at: <https://water.ca.gov/Water-Basics/Drought>.

INSTRUCTIONS: Entities carrying out a proposed recharge project that may meet the objectives of Executive Order N-7-22 Action 13 should complete this self-certification form as soon as possible to initiate DWR's review and potential concurrence that the project is eligible for the CEQA suspension. Please submit one self-certification form for each individual project. For questions, please email SGMPS@water.ca.gov.

1. Please provide a short description of the proposed recharge project in which you are seeking a CEQA suspension, demonstrating how it is consistent with Executive Order N-7-22, Action 13 (include historical land use and current land use on the proposed project location):

To contribute to sustainable groundwater management in the Chowchilla Subbasin, the Madera County Groundwater Sustainability Agency (GSA) is beginning to implement a phased flood water recharge program to divert and recharge flood flows from the Eastside Bypass (Bypass). Flood flows diverted from the Bypass will be recharged on lands in the Madera County GSA and in the Triangle T Water District (TTWD) GSA. The recharge will occur in the western management area of the Chowchilla Subbasin, which spans the western portion of the Madera County GSA and the TTWD GSA. The Chowchilla Subbasin Recharge Project 1 (proposed project) consists of a group of recharge areas that, taken together, can recharge large amounts of water when it is available. The combination of recharge basins and flood managed aquifer recharge (Flood-MAR) in a single project allows for a larger total recharge capacity while maintaining much of that capacity in productive farmland when water is not being applied for recharge. The proposed project includes two groundwater recharge projects - Clayton (consisting of lands within the Clayton Water District including properties owned by Harman, N&W, Blech, Brazil, Menefee and Soares) and Viet-Haynes (consisting of Viet and Haynes properties) referred to in this document collectively as the Study Area or proposed project sites. The proposed project sites are located in Madera County, west of State Route 99 and south of State Route 152. The proposed project would construct three new points of diversion (PODs) on the Eastside Bypass and the conveyance required (approximately 20,400 feet of pipeline) to divert flood flows to two dedicated recharge basins for direct recharge, and to approximately 2,900 acres of existing farmland for recharge through application to cropped areas, also described as Flood-MAR. The Clayton group of parcels would be utilized for Flood-MAR and the Viet-Haynes parcels would be utilized for both direct recharge and Flood-MAR.

2. Please describe the anticipated benefits and the basis of those benefits from implementing the proposed recharge project (in acre-feet/year or estimated volume of water, if possible):

The proposed recharge project is anticipated to: increase groundwater levels, increase groundwater storage, prevent subsidence (by reducing lowering of groundwater levels), and increase water supply reliability. The Clayton POD would have a capacity of 40 cubic feet per second (cfs) while Vlot and Haynes PODs would each have a maximum capacity of 20 cfs. The combined maximum capacity of these three PODs is 80 cfs, or approximately 160 acre-feet (AF) per day. Assuming that sufficient water is available in the Eastside Bypass to operate all PODs at their maximum capacity for 50 to 150 days, the maximum diversion volume would range between approximately 8,000 and 24,000 AF in years with available flood flows. This represents between 10 and 30 percent of the total estimated recharge of 79,000 acre-feet that could be obtained in years with bypass flows as outlined in the GSP.

- 3. Please identify the category this proposed recharge project would fall under (multiple answer can be selected):**
 Flood Managed Aquifer Recharge. (selected option)
 DWR Sustainable Groundwater Management Grant Program. (selected option).
 Other: In Lieu Recharge.
- 4. Please identify which of the objectives the proposed recharge project meets as described in the Executive Order (multiple answers can be selected):**
 Projects is on Open Lands (which are those lands that are native or largely undeveloped from agricultural or industrial practices. These lands could include flood bypasses, natural areas, wildlife preserves, or existing managed wetlands.)
 Project is on Working Lands (which are those lands that have been previously developed for agricultural or other industrial practices. These lands could include active or fallowed agricultural lands, gravel and sand operations, open storage fields, or other similar working lands.) (selected option).
- 5. Please describe how the proposed recharge project meets the following objectives as described in the Executive Order:**
 Project will help mitigate groundwater conditions impacted by the drought (To mitigate groundwater conditions impacted by drought, projects should include the replenishment of groundwater resources to the subsurface, especially shallow aquifers, for the purpose of storage, temporary or otherwise. Drought impacts to groundwater conditions would include lowering of groundwater levels that may have occurred due to lack of natural recharge or groundwater pumping that may especially impact shallow aquifers.) (selected option).
- 6. What funding sources are supporting the proposed recharge project? (Please list all local, state, federal, private or public funding sources):**
The proposed project is supported with funding from the Proposition 68 Sustainable Groundwater Management Program and received a grant from DWR of approximately \$4,200,000 for the proposed project.
- 7. Please provide the estimated project start date:**
[left blank]

8. Please provide the estimated project end date or date project can be considered operational: [left blank]

9. Please identify if the proposed recharge project requires a new water right permit to be issued by the State Water Board under their Groundwater Storage Water Rights Permitting process. If an existing water right is being used, please provide the permit number under the 'Other' category (For more information, visit:

https://www.waterboards.ca.gov/waterrights/water_issues/programs/applications/groundwater_recharge/):

- No new water right is needed; already have existing water rights or agreements for this proposed recharge project. (selected option).*
- Need a temporary water right for this recharge project (180 days).*
- Need a temporary water right for this recharge project (1 to 5 years). (selected option).*
- Need a streamlined permit for a standard water right.*
- Need a standard water right for this recharge project. (selected option).*
- Other.*

10. When do you anticipate your proposed recharge project will be ready for construction phase (i.e. shovel ready)?

Proposed project is anticipated to begin in October 2023.

11. Are there other permitting requirements necessary to carry out the proposed recharge project. If so, please describe.

A lake and Streambed Alteration Agreement will be obtained for the proposed project.

12. Please describe if there are any anticipated water quality or other environmental impacts associated with the propose recharge project (if so, please describe the mitigation measures that will be taken to remedy or offset those impacts):

The following BMPs shall be incorporated into the construction contract for the proposed project to minimize potential releases of soils or sediments, hazardous materials spills, and minimize air quality emissions:

- *All equipment and vehicles would be checked daily for the prevention of material leaks. Staging/storage areas for equipment, materials, fuels, and lubricants would be located as far away as possible from open water. A spill kit would be present on site in the event of fuel leaks or spills.*
- *All fueling of equipment would be done more than 50 feet away from open water and with a spill containment kit present.*
- *If the potential exists for loose sediment to runoff into nearby waterways, use straw waddles or other sediment control measure to prevent sediment runoff.*
- *All areas would be cleaned of any trash and debris and returned, as close as possible, to the condition prior to initiation of proposed project activities.*
- *To minimize air quality impacts, shut off all equipment not in use. If idling is necessary construction or operation, plan operations to limit idling time as much as practicable.*

- *Limit equipment to 15 mph on site to reduce dust produced by equipment. The following measures, as developed in the Biological Constraints Report, are proposed to protect wildlife:*
 1. *If ground disturbance is scheduled to occur during the avian nesting season (February 1 through August 31), Madera County or its contractor may implement the following measures to avoid potential adverse effects to nesting raptors, including burrowing owl, Swainson's hawk, and white-tailed kite, and other common and special status nesting birds.*
 - a) *No more than two weeks prior to ground disturbance, a qualified biologist shall perform proactivity surveys for nesting birds within 500 feet of the work areas, where access is available. If pre-activity surveys indicate that nests are inactive or potential habitat is unoccupied during the construction activities period, no further surveys or avoidance are required.*
 - b) *If active nests are detected during pre-activity surveys, Madera County shall create a no disturbance buffer around active raptor nests and nests of other special status birds during the breeding season, or until it is determined that young birds have fledged. Buffers shall be at least 250 feet for raptors and at least 150 feet for other nesting birds. Nests initiated within the active work area may have reduced buffer sizes due to the increased tolerance of disturbance. Reductions to nest buffer distances may be allowed on a case by case basis in coordination with the CDFW based on site specific factors such as the existing disturbance levels, the species of nesting bird, and the magnitude of the proposed disturbance.*
 2. *Clearing of vegetation and ground disturbance in waters and wetlands will be confined to the minimal area necessary for project related impacts.*
 3. *Areas of temporary impacts will be restored to pre-project conditions. Due to limited permanent impact to the bypass bank and the lack of habitat and aquatic functions and values at the site, no compensatory mitigation is proposed. All disturbed areas (except roadways) will be reseeded with a seed mix approved by the property owner or jurisdictional agency.*

13. Please provide the name of the Local Agency implementing the proposed recharge project:
Madera County.

14. Please provide a Project Manager Point of Contact First and Last Name:
Stephanie Anagnoson.

15. Please provide a Project Manager Point of Contact Email and Phone Number:
stephanie.anagnoson@maderacounty.com, 559-598-0362.

16. Please identify the groundwater basin in which the proposed recharge project will be located.
 If possible, please provide the proposed project location coordinates (latitude, longitude). (For more information, visit:
<https://sgma.water.ca.gov/webgis/index.jsp?appid=gasmaster&rz=true>):
The proposed project would occur in the Chowchilla Subbasin.

The Clayton-Flood parcel point-of-diversion (POD) is located at 37.054309° North latitude, -120.500734° West longitude, to the southwest of the City of Chowchilla, along the western edge of the Eastside Bypass (Bypass). The location is just south of the Avenue 21 crossing of the Bypass.

The Vlot parcel POD is located at 37.040063° North latitude, -120.486515° West longitude, to the southwest of the City of Chowchilla, along the western edge of Bypass. The location is approximately 1.25 miles south of the Avenue 21 crossing of the Bypass, however there is no direct public access to the site.

The Haynes parcel POD is located at 37.040002° North latitude, -120.482915° West longitude, to the southwest of the City of Chowchilla, along the eastern edge of Bypass. The location is approximately 1.25 miles south of the Avenue 21 crossing of the Bypass, however there is no direct public access to the site.

The project sites are located on the U.S. Geological Survey (USGS) Bliss Ranch quadrangle map.

- 17. Please provide the Groundwater Sustainability Agency (GSA) and Groundwater Sustainability Plan (GSP) or Alternative to a GSP that the proposed recharge project is associated:**
Madera County Groundwater Sustainability Agency Chowchilla Subbasin Groundwater Sustainability Plan.
- 18. Please provide any additional information you would like to include in your Self-Certification Form:**
None.

In signing this self-certification form, I understand that the Department of Water Resources will rely on this signed certification form to determine if a concurrence with the Drought Executive Order N-7-22, Action 13 is granted for the project described and that false and/or inaccurate representations in this self-certification form may result in the invalidation of the CEQA suspension.

Furthermore, I understand that by receiving concurrence from the Department of Water Resources concerning eligibility for the CEQA suspension outlined in EO N-7-22, DWR makes no claims, promises, or guarantees about the project feasibility, benefits claimed from the completed project, adequacy of the project, potential environmental impacts of the construction activities or completed project, and expressly disclaims liability for project performance, environmental impacts during and after construction, project construction disturbances, unmitigated environmental impacts post-construction, or project failures.

Original document signed by Stephanie Anagnoson on 7/26/2023

Name of Authorized Representative

Signature

Date

Title

Agency

SECTION 00 52 13: DRAFT CONTRACT

MADERA COUNTY GSA CONTRACT NO. 26-01-GSA

(CHOWCHILLA SUBBASIN RECHARGE PROJECT 1)

THIS AGREEMENT is made and entered into effective on _____, 2026, by and between the COUNTY OF MADERA (acting as Madera County GSA), a political subdivision of the State of California ("COUNTY"), and _____, a California corporation ("CONTRACTOR").

AGREEMENT

1. **TERM**. CONTRACTOR's work and services under this Agreement shall be commenced on the date stated in the Notice to Proceed issued by COUNTY upon or following the COUNTY's award of this Agreement and shall continue through completion of the Chowchilla Subbasin Recharge Project 1 (hereinafter "Project") for a maximum of _____ working days to be completed no later than _____, 20__. In entering into this Agreement, CONTRACTOR acknowledges and agrees that the construction duration provided herein is adequate and reasonable for the size and scope of the Project and the work to be performed by CONTRACTOR.
2. **SCOPE OF WORK**. CONTRACTOR's scope of work and services under this Agreement shall be as set forthin CONTRACTOR's Bid Form for the Project dated _____, and County's Request for Proposal (RFP) 26-01-GSA Project Manual Construction Documents, copies of which are attached hereto as Exhibits "A" and "B," respectively, and incorporated herein by reference.
3. **INCORPORATION OF COUNTY MASTER CONTRACT**. Madera County Master Contract No. 011 is incorporated herein by reference as if fully stated. CONTRACTOR shall adhere to all terms and conditions of Master Contract No. 011, a copy of which has been provided to CONTRACTOR and is available at:
<https://www.maderacounty.com/home/showpublisheddocument/9870/636637277301900000>
4. **COMPENSATION AND COSTS**. CONTRACTOR's total compensation for the satisfactory completion of Project work under this Agreement shall be the sum of _____ Dollars (\$______).

5. **NOTICES.** All notices required by this Agreement shall be in writing and shall be effective upon personal service or deposit in the mail, postage prepaid and addressed as follows:

<u>COUNTY</u>	<u>CONTRACTOR</u>
Stephanie Anagnoson, Water and Natural Resources Department 200 West Fourth Street Madera, CA 93637	Contractors Name Company Name Street City, State, zip code

COPY TO:

Karen Scrivner, Chief Clerk
Madera County Board of
Supervisors (acting as the GSA
Board of Directors)
200 West Fourth Street
Madera, CA 93637

6. **INSURANCE.** CONTRACTOR shall not commence work under this Agreement until first obtaining and providing proof of the following insurance coverage to COUNTY at the address above: general liability insurance in the amount of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate; automobile insurance in the amount of One Million Dollar (\$1,000,000.00) per occurrence, combined single limits, including bodily injury and property damage; and workers' compensation insurance as required by California law. General liability policies shall name the County of Madera GSA, its officers, employees, agents, and volunteers as additional insureds.

7. **BONDS.** CONTRACTOR shall obtain a performance bond and a payment (labor and materials) bond in accordance with Section 33 of Madera County Master Contract No. 011.

8. **LIQUIDATED DAMAGES.** Liquidated Damages in the daily amount of One Thousand Dollars (\$1,000.00) per day shall apply pursuant to Section 35 of Madera County Master Contract No. 011, and as provided in the General Conditions and Special Conditions for the Project.

9. **PREVAILING WAGES.** CONTRACTOR shall comply with the prevailing wage provisions of the Labor Code and the prevailing wage rate determinations of the Department of Industrial Relations. These rates are posted on the State of California Department of Industrial Relations website at www.dir.ca.gov. Copies may be obtained on request. A copy of these rates shall be posted at the job site. CONTRACTOR and all subcontractors shall comply with all applicable Labor Code provisions, including but not limited to prevailing wages, employment of apprentices, hours of labor, and debarment of contractors and subcontractors.

10. **DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE.** CONTRACTOR and any subcontractors shall be duly registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 before commencing work on the Project. This Agreement is subject to compliance monitoring and enforcement by the Department of Industrial Relations. CONTRACTOR and any subcontractors must furnish electronic certified payroll records to the Labor Commissioner in the eCPR data system, or equivalent as authorized by the Labor Commissioner.

11. **ENTIRE AGREEMENT.** This Agreement, including any referenced Exhibits and Madera County Master Contract No. 011 incorporated herein, represents the entire Agreement between COUNTY and CONTRACTOR for the Project, and supersedes all prior negotiations, representations or agreements, either written or oral with respect to the subject matter herein. This Agreement may be amended only by written instrument signed by both the COUNTY and CONTRACTOR.

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

COUNTY OF MADERA GSA

CONTRACTOR:

Chairman, Board of Supervisors (acting as the GSA Board of Directors)

By: _____
Signature

Print Name and Title

ATTEST:

Clerk, Board of Supervisors (acting as the GSA Board of Directors)

Approved as to Legal Form:

COUNTY COUNSEL

By: _____

ACCOUNT NUMBER(S)

[END OF DOCUMENT 00 52 13]



Committee Members

Jordan Wamhoff
Robert Macaulay

ITEM 4.e

Date: February 3, 2026

To: Madera County Groundwater Sustainability Agency (GSA) Committee
Robert Macaulay, Jordan Wamhoff

From: Stephanie Anagnoson, Director of Water and Natural Resources

Subject: Action Item: Consideration of entering into a Cost Sharing Agreement, under a Memorandum of Understanding (MOU), for the coordination among the Groundwater Sustainability Agencies (GSAs) within the Madera Subbasin (Subbasin) to develop the Water Year 2025 Madera Subbasin Groundwater Sustainability Plan (GSP) Annual Reports.

DISCUSSION

The Sustainable Groundwater Management Act was signed into law on September 16, 2024, and local agencies formed Groundwater Sustainability Agencies with the intent of creating local control of groundwater management for subbasins through the implementation of Groundwater Sustainability Plans. The California Code of Regulations Title 23 (23 CCR) §356.2 requires that Groundwater Sustainability Plan Annual Reports be submitted to the California Department of Water Resources by April 1 of each year following the adoption of a Groundwater Sustainability Plan.

The seven Subbasin Groundwater Sustainability Agencies are County of Madera, City of Madera, Madera Irrigation District, Madera Water District, Root Creek Water District, Gravelly Ford, and New Stone Water District, collectively hereinafter referred to as the "Parties." The Subbasin is cooperatively managed by the Parties under four Groundwater Sustainability Plans and one Coordination Agreement. In reflection of ongoing coordination across the Subbasin and consistent with Department Water Resources guidance, the Subbasin's Groundwater Sustainability Agencies have developed one coordinated joint Groundwater Sustainability Plan Annual Report for the Subbasin Groundwater Sustainability Plan.

The Parties entering the Memorandum of Understanding agree to share the costs of preparing of the Water Year 2025 Madera Subbasin Groundwater Sustainability Plan Annual Reports, which include a Subbasin-wide Annual Report and a joint Groundwater Sustainability Plan Annual Report. The cost of the Subbasin-wide Annual Report is





Committee Members

Jordan Wamhoff
Robert Macaulay

ITEM 4.e

estimated to be \$55,500.00. The cost of the joint Groundwater Sustainability Plan Annual Report is estimated to be \$46,600.00. Costs will be allocated among the Parties as shown on the Table in Exhibit "A" of the Memorandum of Understanding.

The term of this Memorandum of Understanding shall be in effect as of the Effective Date and shall remain in effect until June 30, 2026.

FISCAL IMPACT:

Costs are shared among parties. The County Groundwater Sustainability Agency cost is funded through the Groundwater Sustainability Agency Admin Fee.

ATTACHMENTS:

1. MOU Cost Sharing for the Water Year 2025 Madera Subbasin GSP Annual Reports
2. DE Proposal Madera 2025 GSP Annual report.

A.A



**MEMORANDUM OF UNDERSTANDING
WITH RESPECT TO THE COST SHARING FOR THE
WATER YEAR 2025
MADERA SUBBASIN GSP ANNUAL REPORTS**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into the ____ day of _____, 2026 (the “Effective Date”), by and among the Groundwater Sustainability Agencies (“GSAs”) for the CITY OF MADERA (“City”), the COUNTY OF MADERA (“County”), the MADERA IRRIGATION DISTRICT (“MID”), the MADERA WATER DISTRICT (“MWD”), the ROOT CREEK WATER DISTRICT (“Root Creek”), the GRAVELLY FORD WATER DISTRICT (“Gravelly Ford”), and the NEW STONE WATER DISTRICT (“New Stone”), collectively hereinafter referred to as the “Parties.”

RECITALS

A. On September 16, 2014, the Governor of the State of California signed the Sustainable Groundwater Management Act (“SGMA”) into law, consisting of Senate Bills 1168 and 1319, and Assembly Bill 1739 collectively, codified at Water Code Sections 10720 *et seq.*;

B. 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;

C. Each of the Parties is a GSA within its territorial boundaries;

D. The County, the City, MID, MWD, Root Creek, Gravelly Ford, and New Stone (collectively hereinafter “Madera Subbasin GSAs”) comprise the totality of GSAs for the Madera Groundwater Subbasin (“Madera 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;

E. In the Madera Subbasin, the County, the City, MID, and MWD have jointly prepared the Madera Subbasin Joint GSP, while Root Creek, Gravelly Ford, and New Stone have prepared individual GSPs within their respective territorial boundaries; and

F. The Parties desire, through this MOU, to enter into a cost sharing agreement with respect to development of the Madera Subbasin GSP Annual Reports for water year (“WY”) 2025, consistent with the requirements of SGMA, GSP regulations, and applicable guidance from DWR (the “Project”), whereby costs are allocated equally among the parties.

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. **OBJECTIVE.** The objective of the Parties in entering into this MOU is to share the costs of preparation of the WY 2025 Madera Subbasin GSP Annual Reports, which includes the Subbasin-wide annual report and a joint GSP annual report.

2. **COST SHARING.** With respect to the sharing of costs, the Parties to this MOU agree as follows:

- (a) Costs will be allocated among the Madera Subbasin GSAs as shown on the Table in Exhibit "A," attached hereto and incorporated herein by reference.
- (b) Each Party shall pay any invoice associated with this MOU within thirty (30) days of the date of the invoice.

3. **TERM.** This MOU shall be effective as of the Effective Date, and shall remain in effect until June 30, 2026.

4. **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.

5. **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.

CITY OF MADERA:

City of Madera
205 W. Fourth Street
Madera, CA 93637
(559) 661-5400

COUNTY OF MADERA:

County of Madera
Dept. of Water and Natural Resources
200 W. Fourth Street
Madera, CA 93637
(559) 675-7703

MADERA IRRIGATION DISTRICT: **MADERA WATER DISTRICT:**

Madera Irrigation District
12152 Rd 28 1/4
Madera, CA 93637
(559) 673-3514

Madera Water District
16943 Rd 26, Suite 103
Madera, CA 93637
(559) 674-4944

ROOT CREEK WATER DISTRICT: GRAVELLY FORD WATER DISTRICT:

Root Creek Water District
P.O. Box 27950
Fresno, CA 93729
(559) 326-2222

Gravelly Ford Water District
25176 Avenue 5 1/2,
Madera, CA 93637

NEW STONE WATER DISTRICT:

New Stone Water District
P.O. Box 1350
Selma, CA 93662
(559) 834-6677

Any Party may, by written notice to 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 (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 (conformation 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.

6. **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.

7. **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.

8. **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.

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

10. **BINDING EFFECT.** This MOU shall apply to and bind successors, assignees, contractors, subcontractors, transferees, agents, employees, and representatives of the respective Parties hereto.

11. **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).

12. **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.

13. **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.

14. **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.

15. **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.

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

CITY OF MADERA

By: _____

Name: _____

Title: _____

MADERA WATER DISTRICT

By: _____

Name: _____

Title: _____

MADERA IRRIGATION DISTRICT

By: _____

Name: _____

Title: _____

ROOT CREEK WATER DISTRICT

By: _____

Name: _____

Title: _____

GRAVELLY FORD WATER DISTRICT

By: _____

Name: _____

Title: _____

NEW STONE WATER DISTRICT

By: _____

Name: _____

Title: _____

COUNTY OF MADERA

By: _____

Name: _____

Title: _____

Approved as to Legal Form:
COUNTY OF MADERA
COUNTY COUNSEL

By: _____

EXHIBIT A

Exhibit A - Cost Breakdown for each GSA in the Subbasin

Task 1 Estimated Fee (All GSAs) = \$55,500

Task 2 Estimated Fee (Joint GSP GSAs) = \$46,600

GSA	Task 1 Share	Task 2 Share	Total Financial Responsibility
MID	\$ 7,928.57	\$ 11,650.00	\$ 19,578.57
City of Madera	\$ 7,928.57	\$ 11,650.00	\$ 19,578.57
MWD	\$ 7,928.57	\$ 11,650.00	\$ 19,578.57
County of Madera	\$ 7,928.57	\$ 11,650.00	\$ 19,578.57
GFWD	\$ 7,928.57	\$ -	\$ 7,928.57
RCWD	\$ 7,928.57	\$ -	\$ 7,928.57
NSWD	\$ 7,928.57	\$ -	\$ 7,928.57
Total =	\$ 55,500	\$ 46,600	\$ 102,100

Proposal for Professional Engineering Services

To: Stephanie Anagnoson
Director of Water and Natural Resources
Madera County

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

Date: 12/01/2025

Subject: Madera Subbasin GSP Annual Reports – Development of Coordinated Subbasin-wide Annual Report and Joint GSP Annual Report Supplemental Document

Davids Engineering, Inc. (DE) is pleased to provide this proposal to assist the Groundwater Sustainability Agencies (GSAs) in the Madera Subbasin (Subbasin) with development of the Subbasin Groundwater Sustainability Plan (GSP) Annual Reports for water years¹ (WY) 2025 through WY 2028, consistent with the requirements of the Sustainable Groundwater Management Act of 2014 (SGMA), GSP regulations², and applicable guidance from DWR (the Project). The Project will include development of the coordinated Subbasin-wide Annual Report and the Joint GSP Annual Report supplemental document.

1 Project Overview and Objective

1.1 Background

The Subbasin is collectively managed by seven GSAs under four GSPs and one Coordination Agreement (referred to as the “Plan” for the Subbasin). The four GSAs that have jointly developed one GSP, referred to as the Joint GSP, include: City of Madera GSA (CM GSA), County of Madera GSA – Madera Subbasin (MC GSA), Madera Irrigation District GSA (MID GSA), and Madera Water District GSA (MWD GSA). These four GSAs are collectively referred to as the Joint GSP GSAs. The remaining three GSAs – Gravelly Ford Water District GSA (GFWD GSA), New Stone Water District GSA (NSWD GSA), and Root Creek Water District GSA (RCWD GSA) – have each developed their own GSPs.

The GSP regulations (23 CCR §356.2) require that Annual Reports be submitted to the California Department of Water Resources (DWR) by April 1 of each year following GSP adoption. The Subbasin GSAs initially submitted their GSPs to DWR in January 2020, and have subsequently developed and submitted separate Annual Reports for each GSP each year. Content covered in each Annual Report since April 2020 has included the following, consistent with the requirements of 23 CCR §356.2:

- Groundwater elevation data from monitoring wells
- Hydrographs of groundwater elevations

¹ Each water year corresponds to the period beginning October 1 of the prior year through September 30 of the current year. For example, water year 2025 includes the period from October 1, 2024 through September 30, 2025.

² California Code of Regulations Title 23 (23 CCR) §356.2.

- Total groundwater extractions for the prior water year
- Surface water supply used or available for use in the prior water year, including for groundwater recharge or other in-lieu uses
- Change in groundwater storage
- Progress towards implementing the GSP, specifically related to projects and management actions (PMAs) and groundwater conditions in relation to the sustainable management criteria (SMC) for all applicable sustainability indicators.

Following approval of the Plan in 2023, DWR completed reviews of the WY 2023-2024 Annual Reports for the Subbasin and requested the Subbasin GSAs provide more details about how the Plan for the Subbasin is being implemented in a manner likely to achieve the sustainability goal of the Subbasin. Specific refinements and additional information requested by DWR include:

- Continued coordination among the Subbasin GSAs to develop and submit one cohesive, unified Annual Report for the Subbasin.
- Additional information related to monitoring networks in the Subbasin (specifically for missing data in the water quality representative monitoring network).
- Additional, detailed information related to progress towards implementing the Plan (i.e., explaining groundwater conditions in relation to SMC, and PMAs to achieve the sustainability goal including the GSAs' adaptive management approach and actions to address current conditions).
- Additional information related to effects to beneficial uses and users of groundwater.

1.2 Project Objective

In reflection of ongoing coordination and active GSP implementation efforts across the Subbasin, the Subbasin GSAs desire to develop one combined Annual Report, including a coordinated Subbasin-wide Annual Report document that evaluates and documents content relevant to the Subbasin as a whole, together with four GSP Annual Report supplemental documents that each evaluate and document content specific to each of the four GSPs, as applicable.

The Project objective is to develop the following Annual Report documents for submittal to DWR by no later than April 1 of each year from WY 2025 through WY 2028, consistent with SGMA and the GSP regulations:

- One coordinated Subbasin-wide Annual Report document that evaluates and documents content relevant to the Subbasin as a whole.
- One Joint GSP Annual Report supplemental document that evaluates and documents content relevant to the Joint GSP specifically.

It is understood that the other three GSAs will develop their own GSP Annual Report supplemental documents, resulting in the four GSP Annual Report supplemental documents. The documents will be compiled into one combined Annual Report to comply with all requirements of 23 CCR §356.2 and substantively respond to DWR's request for coordination across the Subbasin.

1.3 Project Overview

To complete the Project, DE and Luhdorff & Scalmanini Consulting Engineers (LSCE; collectively the DE-LSCE Team) will prepare the following content:

- **The DE-LSCE Team will develop the Subbasin-wide Annual Report document** with content relevant to the entire Subbasin and references, as appropriate, to content within the four GSP Annual Report supplemental documents. Content in the Subbasin-wide Annual Report document is anticipated to include content described in Section 3.1 (Task 1).
- **The DE-LSCE Team will develop the Joint GSP Annual Report supplemental document** with content relevant specifically to the Joint GSP. Content in the Joint GSP Annual Report supplemental document is anticipated to include content described in Section 3.1 (Task 2).
- **The DE-LSCE Team will compile the combined Annual Report and submit it to DWR.** However, the DE-LSCE Team will not develop the Annual Report supplemental documents for the GFWD GSA, NSWG GSA, or RCWD GSA GSPs. That content is expected to be developed by the technical consultants for those GSAs and provided to the DE-LSCE Team in a format that will be directly folded into the combined Annual Report.

2 Project Approach

The DE-LSCE Team will complete the Project by leveraging analyses and processes developed for prior Annual Reports and the Subbasin 2025 Periodic Evaluation, and through ongoing coordination with the technical consultants for the GFWD, NSWG, and RCWD GSAs.

The Project assumes that the general approach and content of the GSP Annual Reports prepared to date are deemed generally adequate by DWR, with the exception of additional requested information and refinements identified by DWR in their review of the WY 2023-2024 Annual Reports.

The combined Annual Report for the Subbasin will follow the structure of the WY 2024 Annual Report to comply with the requirements of 23 CCR §356.2 and substantively respond to DWR's request for additional information and coordination across the Subbasin.

3 Project Proposal

3.1 Scope of Services

The scope of professional services to be performed by the DE-LSCE Team is organized into two (2) tasks as described below. These tasks describe the work that will be performed to complete the Project for WY 2025. Similar efforts are expected to be completed each year for each subsequent Annual Report through WY 2028, although a new budget and schedule is anticipated to be developed each year, pending further review and feedback from DWR.

Task 1. Develop the Subbasin-wide Annual Report Document with Content Relevant to the Entire Subbasin

Subtask 1.1. Prepare General Information, Including an Executive Summary and Map of the Subbasin

General information will include an executive summary that highlights the key content of the combined Annual Report. This content will include a description of the Subbasin sustainability goal and provide a concise description of the annual groundwater conditions, a summary of water supply and water use information (from the four GSP Annual Report supplemental documents), progress towards Plan implementation, and a map of the Subbasin. Any important changes or updates with regard to water use, the basin setting, or information supporting the SMC defined in the Plan will be noted and described.

Subtask 1.2. Prepare a Detailed Description and Graphical Representation of Groundwater Elevation and Groundwater Storage in the Subbasin

Subtask 1.2.1. Develop Groundwater Elevation Contour Maps

Groundwater elevation contour maps will be prepared for each principal aquifer for seasonal high (Spring 2025) and low (Fall 2025) conditions since the previous Annual Report using data from representative monitoring site (RMS) wells in conjunction with consideration of any supplemental groundwater elevation data available from other (non-GSP) monitoring programs. Although the most recent Fall measurements collected in October/November fall outside of the Water Year that is subject to the Annual Report, groundwater elevation contour maps will be prepared for these recent measurements if sufficient data are available.

Subtask 1.2.2. Develop Hydrographs of Groundwater Elevations and Water Year Type.

Hydrographs from January 1, 2015, through water year 2025 will be prepared for RMS wells using available data.

Subtask 1.2.3. Calculate Change in Groundwater Storage

- Groundwater level data from RMS and other appropriate monitoring network wells will be used to develop groundwater storage change maps for each principal aquifer for water year 2025. In accordance with GSP regulations, these maps will represent changes in groundwater storage between springtime periods from Spring 2024 to Spring 2025. The resulting groundwater storage change maps will be reviewed in light of climatic and surface water supply conditions.
- A graph showing water year type, groundwater use, annual change in storage, and the cumulative change in storage (including from October 1, 2014, through water year 2025) will be developed based on the contents of the combined Annual Report.

Subtask 1.3. Prepare a Description of Progress Towards Implementing the Plan for the Subbasin.

This task will summarize information applicable to the entire Subbasin to describe progress towards implementing the Plan, with particular focus on activities since the previous Annual Report. This task will include the following items, consistent with the GSP regulations and requests from DWR following their review of the WY 2023-2024 Annual Reports:

- Information related to monitoring and monitoring networks (including additional updates to the water quality representative monitoring network using available data).

- Information related to groundwater conditions, in relation to the SMC for all applicable sustainability indicators.
- Information related to effects to beneficial uses and users of groundwater.
- Information related to PMAs, compiled from the GSP Annual Report supplemental documents (focusing on the GSAs' adaptive management approach and actions to address current conditions).

Subtask 1.4. Prepare and Submit the Combined Annual Report Containing All Components Required by DWR as Stated in the GSP Regulations.

In accordance with the GSP regulations, the DE-LSCE Team will compile the combined Annual Report for the Subbasin. The combined Annual Report will include all required GSP Annual Report submittals, including the Subbasin-wide Annual Report document, the four GSP Annual Report supplemental documents, and a copy of the GSP monitoring data. The DE-LSCE Team will prepare the coordinated Subbasin-wide Annual Report document and the Joint GSP Annual Report supplemental document. It is understood that the other three GSAs will develop their own GSP Annual Report supplemental documents.

A draft version of the combined Annual Report will initially be prepared using the results of the other tasks in this scope and information received from the other GSAs. Following review and feedback from the GSAs, the DE-LSCE Team will revise the draft combined Annual Report, in coordination with the other three GSAs, and will assemble the final combined Annual Report in a format suitable for submittal to DWR through the SGMA Portal. A copy of the monitoring data collected from all available RMS sites will be submitted to DWR through the SGMA Portal Monitoring Network Module.

Subtask 1.5. Coordinate and Manage Annual Report Development Across all Subbasin GSAs.

The DE-LSCE Team will coordinate and manage the Annual Report development efforts across the technical consultants for all Subbasin GSAs.

Task 2. Develop the Joint GSP Annual Report Supplemental Document

The DE-LSCE Team will also develop the Joint GSP Annual Report supplemental document with content relevant specifically to the Joint GSP. This content will be incorporated into the combined Annual Report for the Subbasin (described in Task 1).

Subtask 2.1. Quantify Water Budget Components for the Joint GSP GSAs

The DE-LSCE Team will quantify all required water budget components for the Joint GSP GSAs to describe water supply and water use in the preceding water year. It is assumed that the Madera-Chowchilla Groundwater-Surface Water Simulation Model (MCSim) – which was refined through WY 2024 as a part of the 2025 Periodic Evaluation and WY 2024 GSP Annual Report – will be updated through WY 2025 to quantify the water budget components. Consistent with the GSP regulations, water budget components will include:

- Groundwater extraction data for the preceding water year, including a summary by water use sector, a description of measurement methods and accuracy, and a map showing the location/volume of extractions.

- Surface water supply used (or available for use), including that used for groundwater recharge and in-lieu use.
- Total water use, summarized by water use sector and water source type, including a description of the measurement method and accuracy.

Subtask 2.2. Prepare a Description of Progress Towards Implementing the Joint GSP.

This task will summarize applicable information to describe progress towards implementing the Joint GSP, specifically focusing on the Joint GSP GSAs' efforts to implement PMAs since the prior Annual Report and actions to address current conditions.

Subtask 2.3. Prepare the Joint GSP Annual Report Supplemental Document.

The DE-LSCE Team will develop a draft version of the Joint GSP Annual Report supplemental document with content relevant specifically to the Joint GSP. Following review and feedback from the Joint GSP GSAs, the DE-LSCE Team will revise the draft and incorporate the Joint GSP Annual Report supplemental document in the draft and final combined Annual Report for the Subbasin (described in Task 1).

Subtask 2.4. Participate in Coordination Meetings with Technical Consultants for all Subbasin GSAs.

The DE-LSCE Team will complete the Project through ongoing coordination with the technical consultants for the GFWD, NSWD, and RCWD GSAs. This will ensure continued coordination across the Subbasin and consistency among all Annual Report materials for the Subbasin, in alignment with guidance from DWR. The DE-LSCE Team anticipate up to 10 two-hour coordination meetings during the development of each Annual Report, with participation of up to four DE-LSCE Team staff members at each meeting.

3.2 Deliverables

The following deliverable(s) will be provided to the Joint GSP GSAs and/or the Subbasin GSAs each year:

1. Draft Joint GSP Annual Report supplemental document, prepared and submitted to the Joint GSP GSAs for review (Subtask 2.3).
2. Draft combined Annual Report, prepared and submitted to the Subbasin GSAs for review (Subtask 1.4).
3. Final combined Annual Report, including the final Joint GSP Annual Report supplemental document, revised per comments from the Subbasin GSAs and submitted to DWR (Subtasks 1.4 and 2.3).
4. A copy of the monitoring data collected from all available RMS sites, included in the Annual Report submittal to DWR (Subtask 1.4).

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 professional services could be affected.

1. The Subbasin GSAs and their technical consultants will work cooperatively with the DE-LSCE Team and will respond in a timely manner to the DE-LSCE Team's information requests.
2. The DE-LSCE Team will not be responsible for providing any legal advice, legal guidance and/or legal opinions.
3. The Subbasin GSAs will be the lead for all stakeholder outreach, as required.
4. All meetings will be held remotely.
5. There will be one round of comments and revisions for each draft GSP Annual Report deliverable.
6. The GSP Annual Report deliverables will be provided in digital format according to the formats required by DWR.
7. The schedule and cost proposal provided in this proposal is for work that will be performed to complete the Project for WY 2025. Similar efforts are expected to be completed each year for each subsequent Annual Report through WY 2028. It is assumed that the schedule and cost proposal will be updated accordingly in a task order for each subsequent year.
8. Project work required and/or requested by the Subbasin GSAs which is not covered in this proposal shall be paid for by the Subbasin GSAs on a time and materials basis at the applicable DE-LSCE Team rates then in effect.
9. The DE-LSCE Team will not develop the Annual Report supplemental documents for the GFWD GSA, NSWG GSA, or RCWD GSA GSPs.
10. The DE-LSCE Team cannot guarantee approval of the Annual Report by DWR.

3.4 Schedule

DE proposes to complete all work for the Project for WY 2025 no later than April 1, 2026 (Table 1). Similar efforts are expected to be completed each year for each subsequent Annual Report through WY 2028. It is assumed that the schedule will be updated accordingly in a task order for each subsequent year. Work will progress to meet milestones on a timeline as defined in the table below. Delays in the notice to proceed 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 the Subbasin GSAs as soon as practicable.

Table 1. Summary of Project Schedule including Key Milestones and Milestone Dates.

Milestone	Milestone Date
Notice to Proceed	December 2025
Draft Annual Report Document Submitted to Subbasin GSAs for Review	March 6, 2026
Comments on Draft Annual Report Document Received from Subbasin GSAs	March 20, 2026
Final Annual Report Document and Monitoring Data Submitted to DWR	March 31, 2026

3.5 Cost Proposal

The estimated budget required to perform the work for the Project for WY 2025 is \$102,100 (Table 2). Similar efforts are expected to be completed each year for each subsequent Annual Report through WY 2028. It is assumed that the cost proposal will be updated accordingly in a task order for each subsequent year. 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. Summary of Project Budget Summary.

Task Number	Task Name	DE Labor Cost	LSCE Labor Cost	Estimated Total Cost
1	Develop the Subbasin-wide Annual Report Document with Content Relevant to the Entire Subbasin.	\$11,100	\$44,400	\$55,500
2	Develop the Joint GSP Annual Report Supplemental Document.	\$30,600	\$16,000	\$46,600
Total (Tasks 1-2)		\$41,700	\$60,400	\$102,100



Committee Members

Jordan Wamhoff
Robert Macaulay

ITEM 4.f

Date: February 3, 2026

To: Madera County Groundwater Sustainability Agency Committee
Robert Macaulay, Jordan Wamhoff

From: Stephanie Anagnoson, Director of Water and Natural Resources

Subject: Action Item: Consideration of entering into an Agreement with Davids Engineering, Inc. in the amount of \$102,100.00 for the development of the Madera Subbasin Groundwater Sustainability Plan Annual Reports for Water year 2025.

DISCUSSION:

Madera County, in coordination with multiple Groundwater Sustainability Agencies within the Madera Subbasin, is required to submit coordinated Annual Reports to the California Department of Water Resources under the Sustainable Groundwater Management Act. These reports ensure compliance with groundwater sustainability regulations and provide critical data on groundwater conditions, storage changes, and sustainability progress.

The proposed agreement with Davids Engineering, Inc. includes:

- Development of a coordinated Subbasin-wide Annual Report
- Development of the Joint Groundwater Sustainability Plan Annual Report supplemental document
- Compilation of all necessary documents for submission to Department Water Resources
- Coordination efforts with technical consultants from all involved Groundwater Sustainability Agencies

The total cost for the services is estimated at \$102,100.00 for Water Year 2025 and costs will be shared among seven Groundwater Sustainability Agency in the Madera Subbasin.





Committee Members

Jordan Wamhoff
Robert Macaulay

ITEM 4.f

FISCAL IMPACT:

No impact on the general fund. This project will be funded through existing Groundwater Sustainability Agency Administrative Fees.

ATTACHMENTS:

1. Contract - DE GSP Annual Report

L.T



MADERA COUNTY CONTRACT NO. _____
(Davids Engineering, Inc. Contract for Groundwater Sustainability Plan Annual Report
Development Services)

THIS AGREEMENT is made and entered into this _____ day of
_____ 2026 (the "Effective Date"), by and between the COUNTY OF
MADERA, a political subdivision of the State of California and a Groundwater
Sustainability Agency ("GSA") within the Madera Subbasin ("COUNTY"), and DAVIDS
ENGINEERING, INC. ("CONSULTANT").

RECITALS

A. COUNTY is a GSA within the Madera Subbasin, and the COUNTY Board of Supervisors sits as the Board of Directors for the COUNTY GSA.

B. COUNTY is required to submit an annual report to the California Department of Water Resources ("DWR") by April 1 of each year ("Annual Report") and CONSULTANT submitted a proposal on December 1, 2025, to develop the Annual Report for water years 2024 through 2028 ("Proposal"). Said Proposal is attached hereto as Exhibit "A," and incorporated herein by this reference.

C. COUNTY has determined the project involves the performance of professional engineering consultation services of a temporary nature.

D. COUNTY does not have available employees to perform the services required for the project.

E. CONSULTANT has the experience and expertise necessary for the performance of the professional engineering services required for the project.

F. COUNTY has requested that CONSULTANT perform services for the project and CONSULTANT has agreed to do so under the terms and conditions of this Agreement.

AGREEMENT

1. **TERM.** This Agreement shall be effective as of the Effective Date and will terminate upon completion of the services outlined in the Proposal, or on June 30, 2026, whichever is sooner.

2. **SCOPE OF SERVICES.** CONSULTANT shall perform its services in accordance with the Proposal, a copy of which is attached hereto as Exhibit "A," and incorporated herein by this reference.

3. **COMPENSATION AND INVOICING.** CONSULTANT shall be compensated as set forth in the Proposal, attached hereto as Exhibit "A," with an estimated total cost to prepare the water year 2025 report of One Hundred Two Thousand One Hundred Dollars (\$102,100.00). CONSULTANT's compensation under this Agreement shall not be increased without the written modification of this Agreement by the COUNTY and CONSULTANT. Invoices shall be issued, and payments shall be made under this Agreement as set forth in the Madera Subbasin GSP Annual Reports Cost Sharing Agreement ("Cost Sharing Agreement"), attached hereto as Exhibit "B." Payment obligations under this Agreement are contingent upon the receipt, in a form and substance acceptable to COUNTY, of the deliverables required under the Proposal. COUNTY shall have no payment obligation to any consultant or contractor utilized by CONSULTANT for its work under this Agreement, including those listed in the Proposal.

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4. **NOTICES.** All notices required by this Agreement shall be in writing and shall be effective upon personal service or deposit in the mail, postage prepaid, and addressed as follows:

<u>COUNTY</u>	<u>CONSULTANT</u>
Stephanie Anagnoson, Director County of Madera Water and Natural Resources Dept. 200 West 4 th Street Madera, CA 93637	John Davids, Principal Engineer Davids Engineering, Inc. 1772 Picasso Avenue, Suite A Davis, CA 95618

With Copy to

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

5. **INSURANCE.** CONSULTANT shall maintain the following insurance: General liability, One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate, with additional-insured endorsement; automobile liability, One Million Dollars (\$1,000,000.00); workers' compensation as required by California law; and professional liability, One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) aggregate.

6. **CONFLICT OF INTEREST AND REPORTING.** CONSULTANT shall at all times avoid any conflict of interest, or appearance of a conflict of interest, in performance of this Agreement. CONSULTANT represents that CONSULTANT, its officers, and employees have no present financial or other conflict of interest that would disqualify any or all of them from entering into or performing services under this Agreement.

7. **INDEPENDENT CONTRACTOR.** All services performed pursuant to this Agreement by CONSULTANT shall be performed as an independent contractor. Under no circumstances shall CONSULTANT, its officers, employees, or agents, look to COUNTY as its employer, or as a partner, agent, or principal. CONSULTANT shall not be entitled to any benefits accorded to COUNTY's employees. CONSULTANT shall be responsible for providing, at its own expense, and in its name, disability, workers' compensation, or other insurance as well as licenses or permits usual or necessary for conducting the services hereunder. CONSULTANT shall pay, when and as due, any and all taxes incurred as a result of CONSULTANT's compensation hereunder.

8. **PERFORMANCE OF SERVICES.** CONSULTANT represents that it has the qualifications and ability to perform the services required under this Agreement. CONSULTANT will perform such services with reasonable care and diligence, and in a professional manner according to accepted standards. CONSULTANT shall be solely responsible for the performance of the services hereunder, and shall receive no assistance, direction, or control from COUNTY. CONSULTANT shall have sole discretion and control of its services and the manner in which performed. However, COUNTY retains the right to administer this Agreement so as to verify that CONSULTANT is performing its obligations in accordance with the terms and conditions of the Agreement.

9. **COMPLIANCE WITH APPLICABLE LAW.** CONSULTANT shall use reasonable care and diligence to comply with the applicable federal, state, and local laws in performance of work under this Agreement.

10. **NON-DISCRIMINATION.** During the performance of this Agreement, CONSULTANT will not discriminate against any employee or applicant for employment

on any basis prohibited by state or federal law including race, religion, creed, color, national origin, sex, age or disability.

11. **OWNERSHIP AND RETENTION OF DOCUMENTS.** All reports and other documents prepared by CONSULTANT pursuant to this Agreement shall become the property of COUNTY. COUNTY is entitled to full and unrestricted use of such reports and other documents for this Project. COUNTY may also retain the original of the reports and other documents upon request. CONSULTANT shall not apply for copyrights or patents on all or any part of the work performed under this Agreement.

12. **TERMINATION FOR CONVENIENCE.** COUNTY may terminate this Agreement without cause by giving at least thirty (30) days written notice to the other party, which notice shall include the date of termination. If this Agreement is terminated prior to completion, CONSULTANT shall be paid for all work satisfactorily performed through the date of termination.

13. **REMEDIES UPON BREACH.** If CONSULTANT materially breaches the terms of this Agreement, COUNTY shall have all of the following remedies:

- 13.01: Immediately terminate the Agreement with CONSULTANT;
- 13.02: Retain the reports and other documents prepared by CONSULTANT;
- 13.03: Complete the unfinished work under this Agreement with a different consultant;
- 13.04: Charge CONSULTANT with the difference between the cost of completion of the unfinished work pursuant to this Agreement and the amount that would otherwise be due CONSULTANT, had CONSULTANT completed the work.

14. **SUCCESSION AND ASSIGNMENT.** This Agreement is binding on CONSULTANT and its successors. Except as otherwise provided herein, CONSULTANT shall not assign, sublet, or transfer its interest in this Agreement or any part thereof, or delegate its duties hereunder without the prior written consent of the COUNTY.

15. **ENTIRE AGREEMENT.** This Agreement, and any exhibits attached hereto and incorporated by reference, shall constitute the entire agreement between CONSULTANT and COUNTY with respect to the subject matter hereof, and supersedes in its entirety all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this Agreement. No other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the Parties herein.

16. **GOVERNING LAW.** The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the Parties to this Agreement and shall also govern the interpretation of this Agreement. Venue for any dispute arising under this Agreement shall be the Superior Court for the County of Madera, California.

17. **INDEMNITY.** To the fullest extent allowed by law, CONSULTANT shall defend, indemnify, and hold harmless COUNTY, its officers, employees, and agents from any loss, cost, expense (including attorneys' fees), damage, claim, or liability resulting from, arising out of, or is in any way connected with the performance of this Agreement by CONSULTANT, its officers, employees, or agents, except to the extent that such damage, claim, or liability is proven to be caused exclusively by COUNTY's sole negligence or willful misconduct in its performance of this Agreement. COUNTY

will not be liable for any accident, loss, or damage to the work prior to its completion and acceptance.

18. **SURVIVAL OF OBLIGATIONS.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Parties shall survive the completion of the services hereunder and/or the termination of this Agreement.

19. **SEVERABILITY.** In the event that one or more provisions of this Agreement may be deemed unenforceable, the remainder of the Agreement shall continue in full force and effect.

20. **SECTION HEADINGS.** The section headings, enumeration, and sequence of sections appearing herein are for convenience purposes only and shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions of this Agreement.

21. **TIME OF ESSENCE.** Time is of the essence to this Agreement.

22. **FORCE MAJEURE.** Neither the COUNTY nor CONSULTANT shall be liable to the other for damages or delay in performing under this Agreement, or for the direct or indirect costs resulting from such delay, arising out of labor strikes, riot, public disturbances, war, fire, accidents, extraordinary weather conditions, natural catastrophes, or any other cause beyond the control of either Party.

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

COUNTY OF MADERA

ATTEST:

Chair, Board of Supervisors

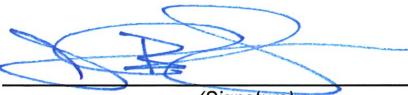
Clerk, Board of Supervisors

Approved as to Legal Form:
COUNTY COUNSEL

Rebecca
D. Wilson
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: 2026.01.16 12:07:33 -08'00'

DAVIDS ENGINEERING, INC.

By: 

(Signature)

John B. DAVIDS

(Print Name)

Title: PRINCIPAL ENGINEER

ACCOUNT NUMBER(S)

4905-5073-1401 v.2

EXHIBIT A

Proposal

Proposal for Professional Engineering Services

To: Stephanie Anagnoson
Director of Water and Natural Resources
Madera County

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

Date: 12/01/2025

Subject: Madera Subbasin GSP Annual Reports – Development of Coordinated Subbasin-wide Annual Report and Joint GSP Annual Report Supplemental Document

Davids Engineering, Inc. (DE) is pleased to provide this proposal to assist the Groundwater Sustainability Agencies (GSAs) in the Madera Subbasin (Subbasin) with development of the Subbasin Groundwater Sustainability Plan (GSP) Annual Reports for water years¹ (WY) 2025 through WY 2028, consistent with the requirements of the Sustainable Groundwater Management Act of 2014 (SGMA), GSP regulations², and applicable guidance from DWR (the Project). The Project will include development of the coordinated Subbasin-wide Annual Report and the Joint GSP Annual Report supplemental document.

1 Project Overview and Objective

1.1 Background

The Subbasin is collectively managed by seven GSAs under four GSPs and one Coordination Agreement (referred to as the “Plan” for the Subbasin). The four GSAs that have jointly developed one GSP, referred to as the Joint GSP, include: City of Madera GSA (CM GSA), County of Madera GSA – Madera Subbasin (MC GSA), Madera Irrigation District GSA (MID GSA), and Madera Water District GSA (MWD GSA). These four GSAs are collectively referred to as the Joint GSP GSAs. The remaining three GSAs – Gravelly Ford Water District GSA (GFWD GSA), New Stone Water District GSA (NSWD GSA), and Root Creek Water District GSA (RCWD GSA) – have each developed their own GSPs.

The GSP regulations (23 CCR §356.2) require that Annual Reports be submitted to the California Department of Water Resources (DWR) by April 1 of each year following GSP adoption. The Subbasin GSAs initially submitted their GSPs to DWR in January 2020, and have subsequently developed and submitted separate Annual Reports for each GSP each year. Content covered in each Annual Report since April 2020 has included the following, consistent with the requirements of 23 CCR §356.2:

- Groundwater elevation data from monitoring wells
- Hydrographs of groundwater elevations

¹ Each water year corresponds to the period beginning October 1 of the prior year through September 30 of the current year. For example, water year 2025 includes the period from October 1, 2024 through September 30, 2025.

² California Code of Regulations Title 23 (23 CCR) §356.2.

- Total groundwater extractions for the prior water year
- Surface water supply used or available for use in the prior water year, including for groundwater recharge or other in-lieu uses
- Change in groundwater storage
- Progress towards implementing the GSP, specifically related to projects and management actions (PMAs) and groundwater conditions in relation to the sustainable management criteria (SMC) for all applicable sustainability indicators.

Following approval of the Plan in 2023, DWR completed reviews of the WY 2023-2024 Annual Reports for the Subbasin and requested the Subbasin GSAs provide more details about how the Plan for the Subbasin is being implemented in a manner likely to achieve the sustainability goal of the Subbasin. Specific refinements and additional information requested by DWR include:

- Continued coordination among the Subbasin GSAs to develop and submit one cohesive, unified Annual Report for the Subbasin.
- Additional information related to monitoring networks in the Subbasin (specifically for missing data in the water quality representative monitoring network).
- Additional, detailed information related to progress towards implementing the Plan (i.e., explaining groundwater conditions in relation to SMC, and PMAs to achieve the sustainability goal including the GSAs' adaptive management approach and actions to address current conditions).
- Additional information related to effects to beneficial uses and users of groundwater.

1.2 Project Objective

In reflection of ongoing coordination and active GSP implementation efforts across the Subbasin, the Subbasin GSAs desire to develop one combined Annual Report, including a coordinated Subbasin-wide Annual Report document that evaluates and documents content relevant to the Subbasin as a whole, together with four GSP Annual Report supplemental documents that each evaluate and document content specific to each of the four GSPs, as applicable.

The Project objective is to develop the following Annual Report documents for submittal to DWR by no later than April 1 of each year from WY 2025 through WY 2028, consistent with SGMA and the GSP regulations:

- One coordinated Subbasin-wide Annual Report document that evaluates and documents content relevant to the Subbasin as a whole.
- One Joint GSP Annual Report supplemental document that evaluates and documents content relevant to the Joint GSP specifically.

It is understood that the other three GSAs will develop their own GSP Annual Report supplemental documents, resulting in the four GSP Annual Report supplemental documents. The documents will be compiled into one combined Annual Report to comply with all requirements of 23 CCR §356.2 and substantively respond to DWR's request for coordination across the Subbasin.

1.3 Project Overview

To complete the Project, DE and Luhdorff & Scalmanini Consulting Engineers (LSCE; collectively the DE-LSCE Team) will prepare the following content:

- **The DE-LSCE Team will develop the Subbasin-wide Annual Report document** with content relevant to the entire Subbasin and references, as appropriate, to content within the four GSP Annual Report supplemental documents. Content in the Subbasin-wide Annual Report document is anticipated to include content described in Section 3.1 (Task 1).
- **The DE-LSCE Team will develop the Joint GSP Annual Report supplemental document** with content relevant specifically to the Joint GSP. Content in the Joint GSP Annual Report supplemental document is anticipated to include content described in Section 3.1 (Task 2).
- **The DE-LSCE Team will compile the combined Annual Report and submit it to DWR.** However, the DE-LSCE Team will not develop the Annual Report supplemental documents for the GFWD GSA, NSWD GSA, or RCWD GSA GSPs. That content is expected to be developed by the technical consultants for those GSAs and provided to the DE-LSCE Team in a format that will be directly folded into the combined Annual Report.

2 Project Approach

The DE-LSCE Team will complete the Project by leveraging analyses and processes developed for prior Annual Reports and the Subbasin 2025 Periodic Evaluation, and through ongoing coordination with the technical consultants for the GFWD, NSWD, and RCWD GSAs.

The Project assumes that the general approach and content of the GSP Annual Reports prepared to date are deemed generally adequate by DWR, with the exception of additional requested information and refinements identified by DWR in their review of the WY 2023-2024 Annual Reports.

The combined Annual Report for the Subbasin will follow the structure of the WY 2024 Annual Report to comply with the requirements of 23 CCR §356.2 and substantively respond to DWR's request for additional information and coordination across the Subbasin.

3 Project Proposal

3.1 Scope of Services

The scope of professional services to be performed by the DE-LSCE Team is organized into two (2) tasks as described below. These tasks describe the work that will be performed to complete the Project for WY 2025. Similar efforts are expected to be completed each year for each subsequent Annual Report through WY 2028, although a new budget and schedule is anticipated to be developed each year, pending further review and feedback from DWR.

Task 1. Develop the Subbasin-wide Annual Report Document with Content Relevant to the Entire Subbasin

Subtask 1.1. Prepare General Information, Including an Executive Summary and Map of the Subbasin

General information will include an executive summary that highlights the key content of the combined Annual Report. This content will include a description of the Subbasin sustainability goal and provide a concise description of the annual groundwater conditions, a summary of water supply and water use information (from the four GSP Annual Report supplemental documents), progress towards Plan implementation, and a map of the Subbasin. Any important changes or updates with regard to water use, the basin setting, or information supporting the SMC defined in the Plan will be noted and described.

Subtask 1.2. Prepare a Detailed Description and Graphical Representation of Groundwater Elevation and Groundwater Storage in the Subbasin

Subtask 1.2.1. Develop Groundwater Elevation Contour Maps

Groundwater elevation contour maps will be prepared for each principal aquifer for seasonal high (Spring 2025) and low (Fall 2025) conditions since the previous Annual Report using data from representative monitoring site (RMS) wells in conjunction with consideration of any supplemental groundwater elevation data available from other (non-GSP) monitoring programs. Although the most recent Fall measurements collected in October/November fall outside of the Water Year that is subject to the Annual Report, groundwater elevation contour maps will be prepared for these recent measurements if sufficient data are available.

Subtask 1.2.2. Develop Hydrographs of Groundwater Elevations and Water Year Type.

Hydrographs from January 1, 2015, through water year 2025 will be prepared for RMS wells using available data.

Subtask 1.2.3. Calculate Change in Groundwater Storage

- Groundwater level data from RMS and other appropriate monitoring network wells will be used to develop groundwater storage change maps for each principal aquifer for water year 2025. In accordance with GSP regulations, these maps will represent changes in groundwater storage between springtime periods from Spring 2024 to Spring 2025. The resulting groundwater storage change maps will be reviewed in light of climatic and surface water supply conditions.
- A graph showing water year type, groundwater use, annual change in storage, and the cumulative change in storage (including from October 1, 2014, through water year 2025) will be developed based on the contents of the combined Annual Report.

Subtask 1.3. Prepare a Description of Progress Towards Implementing the Plan for the Subbasin.

This task will summarize information applicable to the entire Subbasin to describe progress towards implementing the Plan, with particular focus on activities since the previous Annual Report. This task will include the following items, consistent with the GSP regulations and requests from DWR following their review of the WY 2023-2024 Annual Reports:

- Information related to monitoring and monitoring networks (including additional updates to the water quality representative monitoring network using available data).

- Information related to groundwater conditions, in relation to the SMC for all applicable sustainability indicators.
- Information related to effects to beneficial uses and users of groundwater.
- Information related to PMAs, compiled from the GSP Annual Report supplemental documents (focusing on the GSAs' adaptive management approach and actions to address current conditions).

Subtask 1.4. Prepare and Submit the Combined Annual Report Containing All Components Required by DWR as Stated in the GSP Regulations.

In accordance with the GSP regulations, the DE-LSCE Team will compile the combined Annual Report for the Subbasin. The combined Annual Report will include all required GSP Annual Report submittals, including the Subbasin-wide Annual Report document, the four GSP Annual Report supplemental documents, and a copy of the GSP monitoring data. The DE-LSCE Team will prepare the coordinated Subbasin-wide Annual Report document and the Joint GSP Annual Report supplemental document. It is understood that the other three GSAs will develop their own GSP Annual Report supplemental documents.

A draft version of the combined Annual Report will initially be prepared using the results of the other tasks in this scope and information received from the other GSAs. Following review and feedback from the GSAs, the DE-LSCE Team will revise the draft combined Annual Report, in coordination with the other three GSAs, and will assemble the final combined Annual Report in a format suitable for submittal to DWR through the SGMA Portal. A copy of the monitoring data collected from all available RMS sites will be submitted to DWR through the SGMA Portal Monitoring Network Module.

Subtask 1.5. Coordinate and Manage Annual Report Development Across all Subbasin GSAs.

The DE-LSCE Team will coordinate and manage the Annual Report development efforts across the technical consultants for all Subbasin GSAs.

Task 2. Develop the Joint GSP Annual Report Supplemental Document

The DE-LSCE Team will also develop the Joint GSP Annual Report supplemental document with content relevant specifically to the Joint GSP. This content will be incorporated into the combined Annual Report for the Subbasin (described in Task 1).

Subtask 2.1. Quantify Water Budget Components for the Joint GSP GSAs

The DE-LSCE Team will quantify all required water budget components for the Joint GSP GSAs to describe water supply and water use in the preceding water year. It is assumed that the Madera-Chowchilla Groundwater-Surface Water Simulation Model (MCSim) – which was refined through WY 2024 as a part of the 2025 Periodic Evaluation and WY 2024 GSP Annual Report – will be updated through WY 2025 to quantify the water budget components. Consistent with the GSP regulations, water budget components will include:

- Groundwater extraction data for the preceding water year, including a summary by water use sector, a description of measurement methods and accuracy, and a map showing the location/volume of extractions.

- Surface water supply used (or available for use), including that used for groundwater recharge and in-lieu use.
- Total water use, summarized by water use sector and water source type, including a description of the measurement method and accuracy.

Subtask 2.2. Prepare a Description of Progress Towards Implementing the Joint GSP.

This task will summarize applicable information to describe progress towards implementing the Joint GSP, specifically focusing on the Joint GSP GSAs' efforts to implement PMAs since the prior Annual Report and actions to address current conditions.

Subtask 2.3. Prepare the Joint GSP Annual Report Supplemental Document.

The DE-LSCE Team will develop a draft version of the Joint GSP Annual Report supplemental document with content relevant specifically to the Joint GSP. Following review and feedback from the Joint GSP GSAs, the DE-LSCE Team will revise the draft and incorporate the Joint GSP Annual Report supplemental document in the draft and final combined Annual Report for the Subbasin (described in Task 1).

Subtask 2.4. Participate in Coordination Meetings with Technical Consultants for all Subbasin GSAs.

The DE-LSCE Team will complete the Project through ongoing coordination with the technical consultants for the GFWD, NSWD, and RCWD GSAs. This will ensure continued coordination across the Subbasin and consistency among all Annual Report materials for the Subbasin, in alignment with guidance from DWR. The DE-LSCE Team anticipate up to 10 two-hour coordination meetings during the development of each Annual Report, with participation of up to four DE-LSCE Team staff members at each meeting.

3.2 Deliverables

The following deliverable(s) will be provided to the Joint GSP GSAs and/or the Subbasin GSAs each year:

1. Draft Joint GSP Annual Report supplemental document, prepared and submitted to the Joint GSP GSAs for review (Subtask 2.3).
2. Draft combined Annual Report, prepared and submitted to the Subbasin GSAs for review (Subtask 1.4).
3. Final combined Annual Report, including the final Joint GSP Annual Report supplemental document, revised per comments from the Subbasin GSAs and submitted to DWR (Subtasks 1.4 and 2.3).
4. A copy of the monitoring data collected from all available RMS sites, included in the Annual Report submittal to DWR (Subtask 1.4).

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 professional services could be affected.

1. The Subbasin GSAs and their technical consultants will work cooperatively with the DE-LSCE Team and will respond in a timely manner to the DE-LSCE Team's information requests.
2. The DE-LSCE Team will not be responsible for providing any legal advice, legal guidance and/or legal opinions.
3. The Subbasin GSAs will be the lead for all stakeholder outreach, as required.
4. All meetings will be held remotely.
5. There will be one round of comments and revisions for each draft GSP Annual Report deliverable.
6. The GSP Annual Report deliverables will be provided in digital format according to the formats required by DWR.
7. The schedule and cost proposal provided in this proposal is for work that will be performed to complete the Project for WY 2025. Similar efforts are expected to be completed each year for each subsequent Annual Report through WY 2028. It is assumed that the schedule and cost proposal will be updated accordingly in a task order for each subsequent year.
8. Project work required and/or requested by the Subbasin GSAs which is not covered in this proposal shall be paid for by the Subbasin GSAs on a time and materials basis at the applicable DE-LSCE Team rates then in effect.
9. The DE-LSCE Team will not develop the Annual Report supplemental documents for the GFWD GSA, NSWG GSA, or RCWD GSA GSPs.
10. The DE-LSCE Team cannot guarantee approval of the Annual Report by DWR.

3.4 Schedule

DE proposes to complete all work for the Project for WY 2025 no later than April 1, 2026 (Table 1). Similar efforts are expected to be completed each year for each subsequent Annual Report through WY 2028. It is assumed that the schedule will be updated accordingly in a task order for each subsequent year. Work will progress to meet milestones on a timeline as defined in the table below. Delays in the notice to proceed 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 the Subbasin GSAs as soon as practicable.

Table 1. Summary of Project Schedule including Key Milestones and Milestone Dates.

Milestone	Milestone Date
Notice to Proceed	December 2025
Draft Annual Report Document Submitted to Subbasin GSAs for Review	March 6, 2026
Comments on Draft Annual Report Document Received from Subbasin GSAs	March 20, 2026
Final Annual Report Document and Monitoring Data Submitted to DWR	March 31, 2026

3.5 Cost Proposal

The estimated budget required to perform the work for the Project for WY 2025 is \$102,100 (Table 2). Similar efforts are expected to be completed each year for each subsequent Annual Report through WY 2028. It is assumed that the cost proposal will be updated accordingly in a task order for each subsequent year. 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. Summary of Project Budget Summary.

Task Number	Task Name	DE Labor Cost	LSCE Labor Cost	Estimated Total Cost
1	Develop the Subbasin-wide Annual Report Document with Content Relevant to the Entire Subbasin.	\$11,100	\$44,400	\$55,500
2	Develop the Joint GSP Annual Report Supplemental Document.	\$30,600	\$16,000	\$46,600
Total (Tasks 1-2)		\$41,700	\$60,400	\$102,100

EXHIBIT B

Cost Sharing Agreement



Committee Members

Jordan Wamhoff
Robert Macaulay

ITEM 4.g

Date: February 3, 2026

To: Madera County Groundwater Sustainability Agency (GSA) Committee
Robert Macaulay, Jordan Wamhoff

From: Stephanie Anagnoson, Director of Water and Natural Resources

Subject: Action Item: Consideration and recommendation to the Board of Directors to enter into a three-year contract with Davids Engineering to continue providing the Madera County Groundwater Sustainability Agencies with professional engineering allocation support for a total amount not to exceed \$927,000 for services from 2026 through 2028.

DISCUSSION:

The Madera County Groundwater Sustainability Agencies are currently implementing Groundwater Sustainability Plans for the Chowchilla, Madera, and Delta Mendota subbasins to achieve groundwater sustainability by 2040. Demand management is an important component in reducing consumptive use of groundwater.

In 2020, the Madera County Groundwater Sustainability Agency developed an allocation framework through a series of public meetings with the Madera County Groundwater Sustainability Agency Advisory Committee.

In 2022, the Madera County Board of Directors adopted three Resolutions related to penalties for over consumption of groundwater. Since 2023, Davids Engineering has supported the County Groundwater Sustainability Agencies enforcement of allocations via penalties.

From 2023 through 2025, growers had three measurement method options, including (1) Flowmeters, (2) Hydrosat (formerly Irriwatch), and (3) Land IQ.

The Hydrosat (Irriwatch) and Land IQ contracts expired at the end of 2025. Based on feedback received through a grower questionnaire and following a comprehensive public request for proposals (RFP) process, the Board of Directors approved a resolution to enter into an agreement with Hydrosat to provide remote sensing services for the County Groundwater Sustainability Agencies on December 09, 2025.





Committee Members

Jordan Wamhoff
Robert Macaulay

ITEM 4.g

For 2026 through 2028, growers have the option of choosing Hydrosat (Irriwatch) or Flowmeters. Davids Engineering will continue to support the County Groundwater Sustainability Agencies in managing and implementing the groundwater allocation. Both Hydrosat (a remote sensing measurement method) and Flowmeter measurement method options require maintenance of related input data, data management and analysis procedures, quality control processes, and grower report materials. Davids Engineering will continue to work closely with the County Groundwater Sustainability Agencies to develop and implement the required processes, with an emphasis on training Madera County Groundwater Sustainability Agencies staff throughout the process.

The scope of professional services to be performed by Davids Engineering Inc. are as follows:

Task 1: Support Implementation of the Flowmeter Water Accounting Method:

Total of \$375,000 for 2026-2028.

DE will coordinate closely with applicable County staff and growers, develop and implement procedures for data management and QA/QC, create allocation reports, support dissemination of allocation reports, and provide grower coordination as needed to support successful implementation of the allocation program for growers using flowmeters for water accounting.

Task 2. Support Implementation of the Hydrosat (Irriwatch) Water Accounting Method:

Total of \$225,000 for 2026-2028

DE will coordinate closely with applicable County and Hydrosat staff, develop and implement procedures for data management and QA/QC, create allocation reports, support dissemination of allocation reports, and provide grower coordination as needed to support successful implementation of the allocation program for growers using IrriWatch for water accounting. This task does not include any costs associated with Hydrosat for provision of their services and/or IrriWatch product.

Task 3. Perform On-Call Tasks: \$100,000 Davids Engineering will work closely with applicable County Staff as requested on an on-call basis to assist with other Project-related





Committee Members

Jordan Wamhoff
Robert Macaulay

ITEM 4g

tasks that are not currently identifiable in this proposal but may be necessary for successful Project completion.

The estimated budget required to perform these tasks per year is:

2026: \$300,000,

2027: \$309,000,

2028: \$318,000

Total: \$927,000

Project Task No	Project Task Description	2026	2027	2028	Total
1	Support Implementation of the Flowmeter Water Accounting Method	\$125,000	\$129,000	\$133,000	\$375,000
2	Support Implementation of the IrriWatch by Hydrosat Water Accounting Method	\$75,000	\$77,000	\$79,000	\$225,000
3	Perform On-Call Tasks	\$100,000	\$103,000	\$106,000	\$100,000
Totals		\$300,000	\$309,000	\$318,000	\$927,000

FISCAL IMPACT:

There is no impact to the General Fund; this is funded through the Groundwater Sustainability Agency Administration Fee.

ATTACHMENTS:

DE Allocation Support Agreement



MADERA COUNTY CONTRACT NO. _____
(Davids Engineering, Inc. Contract for Allocation Support)

THIS AGREEMENT is made and entered into this _____ day of _____, 2026, by and between the COUNTY OF MADERA, a political subdivision of the State of California and a Groundwater Sustainability Agency (“GSA”) within the Madera, Chowchilla, and Delta-Mendota Groundwater Subbasins (“COUNTY”), and DAVIDS ENGINEERING, INC. (“CONSULTANT”).

RECITALS

A. COUNTY is a GSA within the Madera, Chowchilla, and Delta-Mendota Subbasins under the Sustainable Groundwater Management Act (“SGMA”) and the COUNTY Board of Supervisors sits as the Board of Directors for the COUNTY GSAs.

B. COUNTY has determined that it is in the public interest to have performed those services described in CONSULTANT’s January 20, 2026, proposal (“Proposal”) entitled 2026-2028 Allocation Support. The Proposal is attached hereto as Exhibit “A” and incorporated in this Agreement.

C. COUNTY has determined the project involves the performance of professional engineering consultation services of a temporary nature.

D. COUNTY does not have available employees to perform the services required for the project.

E. CONSULTANT has the experience and expertise necessary for the performance of the professional engineering services required for the project.

F. COUNTY has requested that CONSULTANT perform services for the project and CONSULTANT has agreed to do so under the terms and conditions of this Agreement.

AGREEMENT

1. **TERM.** This Agreement will commence upon execution by both parties and will terminate upon completion of the services outlined in the Proposal, or February 28, 2029, whichever is sooner.

2. **SCOPE OF SERVICES.** CONSULTANT will perform its services in accordance with the Proposal, a copy of which is attached as Exhibit "A" and incorporated herein by this reference.

3. **COMPENSATION AND INVOICING.** CONSULTANT shall be compensated in an amount not to exceed Nine Hundred Twenty-Seven Thousand Dollars (\$927,000) for the services performed pursuant to the terms of this Agreement. The Cost Proposal included in Section 3.5 of Exhibit "A," represents estimated budgets and not actual costs for the task or the year. CONSULTANT shall charge for all work performed under this Agreement on a time and materials basis consistent with CONSULTANT's rate schedule in effect at the time the work is performed. CONSULTANT's total compensation under this Agreement shall not be increased without the written modification of this Agreement by the COUNTY and CONSULTANT. Payments under this Agreement shall be made within thirty (30) days after CONSULTANT's regular monthly invoicing. Payment obligations under this Agreement are contingent upon the receipt, in a form and substance acceptable to COUNTY, of the deliverables required under the Proposal.

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4. **NOTICES.** All notices required by this Agreement shall be in writing and shall be effective upon personal service or deposit in the mail, postage prepaid and addressed as follows:

<u>COUNTY</u>	<u>CONSULTANT</u>
Stephanie Anagnoson County of Madera Water and Natural Resources 200 West 4 th Street Madera, CA 93637	John Davids Davids Engineering, Inc. 1772 Picasso Avenue, Suite A Davis, CA 95618

With Copy to

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

5. **INSURANCE.** CONSULTANT shall maintain the following insurance: General liability, One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate, with additional-insured endorsement; Automobile liability, One Million Dollars (\$1,000,000.00); Workers' Compensation as required by California law; Professional liability, One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) aggregate.

6. **CONFLICT OF INTEREST AND REPORTING.** CONSULTANT shall at all times avoid any conflict of interest, or appearance of a conflict of interest, in performance of this Agreement. CONSULTANT represents that CONSULTANT and its officers and employees have no present financial or other conflict of interest that would disqualify any or all of them from entering into or performing services under this Agreement.

7. **INDEPENDENT CONTRACTOR.** All services performed pursuant to this Agreement by CONSULTANT shall be performed as an independent contractor. Under

no circumstances shall CONSULTANT, its officers, employees, or agents, look to COUNTY as its employer, or as a partner, agent, or principal. CONSULTANT shall not be entitled to any benefits accorded to COUNTY's employees. CONSULTANT shall be responsible for providing, at its own expense, and in its name, disability, workers' compensation, or other insurance as well as licenses or permits usual or necessary for conducting the services hereunder. CONSULTANT shall pay, when and as due, any and all taxes incurred as a result of CONSULTANT's compensation hereunder.

8. **PERFORMANCE OF SERVICES.** CONSULTANT represents that it has the qualifications and ability to perform the services required under this Agreement. CONSULTANT will perform such services with reasonable care and diligence, and in a professional manner according to accepted standards. CONSULTANT shall be solely responsible for the performance of the services hereunder, and shall receive no assistance, direction, or control from COUNTY. CONSULTANT shall have sole discretion and control of its services and the manner in which those services are performed. However, COUNTY retains the right to administer this Agreement so as to verify that CONSULTANT is performing its obligations in accordance with the terms and conditions of the Agreement.

9. **COMPLIANCE WITH APPLICABLE LAW.** CONSULTANT shall use reasonable care and diligence to comply with the applicable federal, state, and local laws in performance of work under this Agreement.

10. **NON-DISCRIMINATION.** During the performance of this Agreement, CONSULTANT will not discriminate against any employee or applicant for employment

on any basis prohibited by state or federal law including race, religion, creed, color, national origin, sex, age, or disability.

11. **OWNERSHIP AND RETENTION OF DOCUMENTS.** All reports and other documents prepared by CONSULTANT pursuant to this Agreement shall become the property of COUNTY. COUNTY is entitled to full and unrestricted use of such reports and other documents for this Project. COUNTY may also retain the original of the reports and other documents upon request. CONSULTANT shall not apply for copyrights or patents on all or any part of the work performed under this Agreement.

12. **TERMINATION.**

12.1 For Convenience. COUNTY may terminate this Agreement without cause by giving at least thirty (30) days written notice to the other party, which notice shall include the date of termination. If this Agreement is terminated prior to completion, CONSULTANT shall be paid for all work satisfactorily performed through the date of termination.

12.2 Due to Non-Allocation of Funds. The terms of this Agreement and the services to be provided hereunder are contingent upon the approval of funds by the appropriating government agency. In the event that funding from the applicable agency ceases or is decreased, authorization for funding is terminated, or subsequently enacted federal or state legislation, regulation, policy or procedure reduces or abolishes funding or otherwise renders performance of the provisions of the Agreement substantially more difficult, this Agreement may be terminated or modified by the parties hereto in writing. If the parties cannot reach an agreement regarding modifications which would permit performance under this Agreement to continue, the Agreement will automatically

terminate. Each party shall give the other thirty (30) days advance written notice of its intention to terminate or modify the Agreement pursuant to this provision, specifying the date of termination.

13. **REMEDIES UPON BREACH.** If CONSULTANT materially breaches the terms of this Agreement, COUNTY shall have all of the following remedies:

13.01: Immediately terminate the Agreement with CONSULTANT;

13.02: Retain the reports and other documents prepared by CONSULTANT;

13.03: Complete the unfinished work under this Agreement with a different consultant;

13.04: Charge CONSULTANT with the difference between the cost of completion of the unfinished work pursuant to this Agreement and the amount that would otherwise be due CONSULTANT, had CONSULTANT completed the work.

14. **SUCCESSION AND ASSIGNMENT.** This Agreement is binding on CONSULTANT and its successors. Except as otherwise provided herein, CONSULTANT shall not assign, sublet or transfer its interest in this Agreement, or any part thereof or delegate its duties hereunder without the prior written consent of the COUNTY.

15. **ENTIRE AGREEMENT.** This Agreement, any exhibits attached hereto and incorporated by reference, shall constitute the entire agreement between CONSULTANT and COUNTY with respect to the subject matter hereof, and supersedes in its entirety all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this

Agreement. No other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties herein.

16. **GOVERNING LAW.** The laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall also govern the interpretation of this Agreement. Venue for any dispute arising under this Agreement shall be the Superior Court for the County of Madera, California.

17. **INDEMNITY.** To the fullest extent allowed by law, CONSULTANT shall defend, indemnify, and hold harmless COUNTY, its officers, employees, and agents from any loss, cost, expense (including attorney's fees), damage, claim, or liability resulting from, arising out of, or is in any way connected with the performance of this Agreement by CONSULTANT, its officers, employees, or agents, except to the extent that such damage, claim, or liability is proven to be caused exclusively by COUNTY's sole negligence or willful misconduct in its performance of this Agreement. COUNTY will not be liable for any accident, loss, or damage to the work prior to its completion and acceptance.

18. **SURVIVAL OF OBLIGATIONS.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the parties shall survive the completion of the services hereunder and/or the termination of this Agreement.

19. **SEVERABILITY.** In the event that one or more provisions of this Agreement may be deemed unenforceable, the remainder of the Agreement shall continue in full force and effect.

20. **SECTION HEADINGS.** The section headings, enumeration, and sequence of sections appearing herein are for convenience purposes only and shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions of this Agreement.

21. **TIME OF ESSENCE.** Time is of the essence to this Agreement.

22. **FORCE MAJEURE.** Neither the COUNTY nor CONSULTANT shall be liable to the other for damages or delay in performing under this Agreement, or for the direct or indirect costs resulting from such delay, arising out of labor strikes, riot, public disturbances, war, fire, accidents, extraordinary weather conditions, natural catastrophes, or any other cause beyond the control of either party.

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

COUNTY OF MADERA

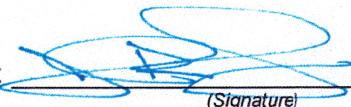
ATTEST:

Chair, Board of Supervisors

Clerk, Board of Supervisors

DAVIDS ENGINEERING, INC.

By:



(Signature)

JOHN B. DAVIDS

(Print Name)

Title: PRINCIPAL ENGINEER

Approved as to Legal Form:
COUNTY COUNSEL

Rebecca
D. Wilson
By: _____

Digitally signed by: Rebecca D.
Wilson
DN: CN = Rebecca D. Wilson
email = rwilson@lozanosmith.
com C = US O = Lozano Smith
Date: 2026.01.21 12:20:56 -08'00'

ACCOUNT NUMBER(S)

4899-6628-4170, v.1

EXHIBIT A

Proposal for Professional Engineering Services

To: Stephanie Anagnoson
Department of Water and Natural Resources
Madera County

From: Davids Engineering, Inc. (DE)
www.davidsengineering.com

Date: January 20, 2026

Subject: 2026-2028 Allocation Support

Davids Engineering, Inc. (DE) is pleased to provide this proposal to Madera County (County) for 2026 through 2028 Allocation Support.

1 Project Context, Overview and Objectives

The Madera County Groundwater Sustainability Agencies (GSAs) are currently implementing Groundwater Sustainability Plans (GSPs) for the “white areas” of the Chowchilla, Madera, and Delta-Mendota Subbasins to achieve groundwater sustainability by 2040. In most years, groundwater is the sole source of water for irrigation of agricultural lands in the Madera County GSAs. Where required, an important component of GSP implementation and achieving sustainability is reducing consumptive use of groundwater accomplished, at least in part, through implementation and enforcement of a groundwater allocation.

In late 2020, and through extensive public vetting by an independent advisory group, the GSAs’ Board of Directors¹ chose IrriWatch by Hydrosat² as the preferred approach for quantifying Evapotranspiration of Applied Water (ETAW) for comparison to groundwater allocations³. Prior to the enforcement of allocations and penalties, the 2021 and 2022 calendar years were used to configure, implement, and test the IrriWatch platform, including a more extensive review of ETAW from IrriWatch in 2022 through the 2022 Verification Project. In the fall of 2022, the GSAs’ Board of Directors adopted three Resolutions related to penalties⁴ for over consumption of groundwater. Since 2023, DE has supported the Madera County GSAs’ enforcement of allocations via penalties. From 2023 through 2025, growers had three water accounting options, including: (1) Flowmeters, (2) IrriWatch, and (3) Land IQ. In May of 2025, the Madera County GSAs sought proposals from qualified consultants to provide satellite measurement services from 2026 through 2028. In late 2025, the GSA’s Board of Directors selected IrriWatch by

¹ The Madera County Board of Supervisors acts as the Board of Directors for the Madera County Groundwater Sustainability Agencies.

² IrriWatch by Hydrosat uses remote sensing data and methods to quantify actual evapotranspiration. In 2023, IrriWatch was purchased by Hydrosat. All future references in this proposal will refer to the company as Hydrosat and the portal product as IrriWatch.

³ This is described in Resolution 2020-166, available at: <https://www.maderacountywater.com/allocations/>.

⁴ These three resolutions (2022-143, 2022-144, and 2022-145) are available at: <https://www.maderacountywater.com/allocations/>.

Hydrosat as the preferred remote sensing approach for 2026 through 2028⁵. Growers are required to select their preferred water accounting option (i.e., IrriWatch or Flowmeters) by the end of February each year. IrriWatch is the default water accounting option if growers do not specify a preference⁶.

From 2026 through 2028, DE proposes to build from the prior work completed⁷ to support Madera County GSAs in their continuing management and implementation of groundwater allocations. Both IrriWatch⁸ and Flowmeter water accounting options require the maintenance of related input data, data management and analysis procedures, quality control processes, and grower reporting materials. Similar to prior years, DE proposes to work closely with the Madera County GSAs to develop and implement the required processes, with an emphasis on training Madera County GSAs' staff throughout the process. As the processes are refined over time and training of staff continues, efficiencies have been realized and overall budgets have been reduced compared to prior years.

The objective of this work is to support Madera County GSAs' implementation and management of their 2026 through 2028 groundwater allocation program, involving parallel implementation and management of both IrriWatch and Flowmeter water accounting methods. DE's approach and proposal to accomplish the tasks related to this objective are described below.

2 Project Approach

Through close coordination with Madera County GSAs staff, DE proposes to build off of our past experience with the allocation program and water accounting, our extensive knowledge of remote sensing (the methodology used by IrriWatch by Hydrosat), the last five years of supporting IrriWatch implementation, the last three years of supporting three water accounting methods, the sustainability targets of the GSAs, the GSPs for the Madera/Chowchilla Subbasins, the groundwater allocations, and prior work performed on behalf of the Madera County GSAs to accomplish the tasks described below.

⁵ Additional details about the Measurement Request for Proposals (RFP) are available at:

<https://www.maderacountywater.com/measurement/>

⁶ Land IQ was the default water accounting option from 2023 through 2025.

⁷ Prior work includes support of IrriWatch-based water accounting from 2020 through 2025, support for three water accounting methods (Flowmeters, IrriWatch, and Land IQ) from 2023 to 2025 (and support for Flowmeters in 2022 as part of the Verification Project), and support for three years of the Verification Project (i.e., 2022 through 2024). After the focus of the 2022 Verification Project on IrriWatch, the 2023 and 2024 Verification Projects expanded to study all three water accounting options.

⁸ As part of the 2024 Allocation Support contract, Hydrosat served as a subcontractor under DE for the 2024 and 2025 Calendar Years, as described in the 2024 contract. Including Hydrosat as a subcontractor was solely done as a matter of convenience for Madera County; DE has no affiliation with Hydrosat. Data received from IrriWatch by Hydrosat is no different than data received from Land IQ or flowmeter readings submitted by growers, all of which are subsequently processed by DE and Madera County GSAs staff.

3 Project Proposal

3.1 Scope of Services

The scope of professional services to be performed by DE is organized into five tasks as described below:

Task 1. Support Implementation of the Flowmeter Water Accounting Method: DE will coordinate closely with applicable County staff and growers, develop and implement procedures for data management and QA/QC, create allocation reports, support dissemination of allocation reports, and provide grower coordination as needed to support successful implementation of the allocation program for growers using flowmeters for water accounting.

Task 2. Support Implementation of the IrriWatch by Hydrosat Water Accounting Method: DE will coordinate closely with applicable County and Hydrosat staff, develop and implement procedures for data management and QA/QC, create allocation reports, support dissemination of allocation reports, and provide grower coordination as needed to support successful implementation of the allocation program for growers using IrriWatch for water accounting. This task does not include any costs associated with Hydrosat for provision of their services and/or IrriWatch product.

Task 3. Perform On-Call Tasks: DE will work closely with applicable County Staff as requested on an on-call basis to assist with other Project-related tasks that are not currently identifiable in this proposal but may be necessary for successful Project completion.

3.2 Deliverables

The following deliverable(s) will be provided to the County:

Task 1. Support Implementation of the Flowmeter Water Accounting Method: Monthly allocation reports for all growers using the flowmeter water accounting method from 2026 through 2028. Ongoing documentation of this water accounting method via a shared allocation support document in digital format.

Task 2. Support Implementation of the IrriWatch by Hydrosat Water Accounting Method: Monthly allocation reports for all growers using the IrriWatch water accounting method from 2026 through 2028. Ongoing documentation of this water accounting method via a shared allocation support document in digital format.

Task 3. Perform On-Call Tasks: Deliverables to be defined through mutual agreement between DE and County.

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. DE will not be responsible for providing any legal advice, legal guidance and/or legal opinions.
2. County will ensure reasonable responsiveness from 3rd Party vendors supporting implementation of the allocation program.
3. DE shall not be liable or otherwise responsible and shall be held harmless for raw data provided by 3rd Party vendors supporting implementation of the allocation program.
4. DE cannot control the schedule or work products of 3rd Party vendors supporting implementation of the allocation program.
5. County shall provide DE with all landowner contact information as may be required.
6. County will work cooperatively with DE and respond timely to DE's information requests.
7. County will facilitate DE's access to lands as may be required during completion of the work.
8. County will provide legal review and/or assistance as may be required during completion of the work.
9. County will be the lead for stakeholder outreach.
10. Services provided for under this proposal reflect DE's costs only. Should additional team members be required, additional fees will be negotiated between DE and the County.
11. DE shall receive general direction from Madera County Department of Water and Natural Resources staff.
12. Any and all work performed under this proposal shall be on a time and materials basis consistent with DE's rate schedule then in effect.
13. DE shall not and cannot be held liable for non-participating landowners.
14. DE shall not and cannot be held liable for non-cooperating landowners.
15. DE shall not and cannot be held liable for errors or omissions in water accounting data provided by 3rd parties.
16. County IT and Assessor's Office shall cooperate with DE on tasks related to the development and dissemination of allocation reports.
17. Hydrosat will contract directly with the County for the IrriWatch product.

3.4 Schedule

DE proposes to complete all work set-forth herein by February 28, 2029. Work will progress to meet milestones on a timeline as defined in Table 1 below. Delays in the notice to proceed from the County will result in corresponding delays or shifts to the subsequent milestones. Schedule implications or deviations from the milestone dates that occur during work will be made known to the County as soon as practicable.

Table 3-1. Project schedule including milestones and corresponding dates.

Milestone	Milestone Date
Notice to Proceed	3/1/2026
Development and Dissemination of Allocation Reports	Occurring on a monthly basis each month for calendar years ⁹ 2026 through 2028
Madera County Staff Training and On-Call Support	March 2026 through February 2029

3.5 Cost Proposal

The estimated budget required to perform the work described above is \$300,000, \$309,000, and \$318,000 for allocation support for calendar years 2026, 2027, and 2028, respectively¹⁰. The total estimated budget for 2026 through 2028 is \$927,000. For budgeting purposes, a detailed task budget was prepared and is provided in Table 3-2. 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 for a given year constrain charges for work performed up to the total estimated budget for that year.

Table 3-2. Project estimated budget summary by task.

Project Task No	Project Task Description	2026	2027	2028	Total
1	Support Implementation of the Flowmeter Water Accounting Method	\$125,000	\$129,000	\$133,000	\$375,000
2	Support Implementation of the IrriWatch by Hydrosat Water Accounting Method	\$75,000	\$77,000	\$79,000	\$225,000
3	Perform On-Call Tasks	\$100,000	\$103,000	\$106,000	\$100,000
	Totals	\$300,000	\$309,000	\$318,000	\$927,000

⁹ IrriWatch results are ready with a few days after a new month begins and growers have until the 10th of the subsequent month to submit flowmeter readings to aggregate volumes from the prior month. With this in mind, DE aims to aggregate data, develop allocation reports, perform QA/QC, and disseminate allocation reports via email and PDF for the prior month within five business days of the 10th of the subsequent month.

¹⁰ Budget adjustments from 2026 to 2027 and 2027 to 2028 assume an approximately 3% escalator.



Committee Members

Robert Macaulay

Jordan Wamhoff

ITEM 4.h

Date: February 3, 2026

To: Madera County Groundwater Sustainability Agency (GSA) Committee
Robert Macaulay, Jordan Wamhoff

From: Stephanie Anagnoson, Director of Water and Natural Resources

Subject: Informational Item: Accounting Platform

DISCUSSION:

Background

Madera County Groundwater Sustainability Agency (Madera County GSA) tracks water use for irrigated acres within its boundaries using satellite measurements or meters. On May 15, 2025, staff issued a request for proposals (RFP) for measurement method(s) as well as an accounting platform. In a follow up questionnaire to growers, there were three accounting platform options that ranked approximately the same percentage: CA Water Data Consortium with Groundwater Accounting Platform, 4 Creeks with Basin Safe and Davids Engineering with H2O Tech.

Staff asked the top three to conduct longer demonstrations in a webinar on October 3, 2025 and re-issued a questionnaire. In the follow up questionnaire to growers, the accounting platform that ranked the highest is CA Water Data Consortium by number of farm units and acres that voted and 4 Creeks ranked the highest by number of APNs that voted.

Feedback from the reference check (for all vendors) indicated that additional costs might be incurred as the platform is customized.

Based on the mixed results from the questionnaire, including a significant amount of responses indicating no interest in a groundwater accounting platform, staff recommends waiting a year and re-issuing an RFP if requested by the board and growers.





Committee Members

Robert Macaulay

Jordan Wamhoff

ITEM 4.h

FISCAL IMPACT:

There is a significant fiscal impact with awarding a contract for a groundwater accounting platform.

ATTACHMENTS:

N/A

A.A





Committee Members

Jordan Wamhoff
Robert Macaulay

ITEM 4.i

Date: February 3, 2026

To: Madera County Groundwater Sustainability Agency Committee
Robert Macaulay, Jordan Wamhoff

From: Stephanie Anagnoson, Director of Water and Natural Resources

Subject: Action Item: Discussion and consideration of approval of Receipt of Unanticipated Revenue No. 25-072, in the amount of \$2,398,000, derived from the Groundwater Sustainability Agency Plan Project fee to Water & Natural Resource's Professional and Specialized Services for Fiscal Year 2025-2026.

DISCUSSION:

The Groundwater Sustainability Plan project fee was established to fund the implementation of specific projects identified in the adopted Groundwater Sustainability Plan. These projects are intended to address groundwater overdraft conditions and advance implementation of the Sustainable Groundwater Management Act.

The proposed appropriation is limited to the Domestic Well Mitigation Project, which is a core Groundwater Sustainability Plan implementation project. The Domestic Well Mitigation Project provides mitigation for domestic wells impacted by declining groundwater levels attributable to basin-wide overdraft, consistent with the adopted Groundwater Sustainability Plan.

This action does not establish a new fee or expand the scope of approved projects but aligns previously approved Groundwater Sustainability Plan revenues with their authorized use.





Committee Members

Jordan Wamhoff
Robert Macaulay

ITEM 4.i

FISCAL IMPACT:

Approval of this action will appropriate existing Groundwater Sustainability Plan Project fee revenues that were previously adopted and collected but not appropriated. There is no impact to the County General Fund.

ATTACHMENTS:

1. RES-No.-2025-067
2. Budget Adjustment Form

J.W



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

In the Matter of	)	Resolution No.: 2025 - <u>067</u>
)	
GROUNDWATER SUSTAINABILITY	)	RESOLUTION AMENDING RESOLUTION
AGENCY	)	2022-086 AND REPEALING AND
	)	REPLACING RESOLUTION 2022-198
	)	ESTABLISHING REVISED FEES FOR
	)	DOMESTIC WELL MITIGATION
	)	PROGRAM FOR THE MADERA
	)	SUBBASIN
)	

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 Madera Subbasin that are in unincorporated areas of Madera County, and 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, on December 17, 2019, the County GSA, along with the Madera Irrigation District GSA, the City of Madera GSA, and the Madera Water District GSA,

adopted a GSP (the "Joint GSP") for the portions of the Madera Subbasin within the control of these GSAs that described a "sustainable yield" ("SY") of native groundwater (water that naturally exists in the Madera Subbasin from seepage and percolation) of approximately 0.5 acre-feet per acre for the Madera Subbasin;

WHEREAS, in the Joint GSP the GSAs agreed to implement a Domestic Well Mitigation Program;

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 Subbasin, allowing parcels meeting certain criteria (hereafter "eligible parcels") to have access to groundwater classified using two designations:

- a. The SY of native groundwater; and
- b. "Transitional water" ("TW") that is continued overdraft of the Subbasin but will incrementally decrease during the GSP implementation period;

WHEREAS, in furtherance of the Allocation Approach, on June 8, 2021, the County GSA Board of Directors adopted Resolution No. 2021-069, providing for a per-acre allocation 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;

WHEREAS, the amount of groundwater available to properties under the Allocation Approach is calculated based on the overall acreage in the eligible enrolled parcel or approved farm unit;

WHEREAS, on August 17, 2021, the Board of Directors adopted Resolution No. 2021-113, establishing groundwater allocation refinements;

WHEREAS, Water Code section 10730.2, subdivision (a), provides that a GSA that has adopted a GSP “may impose fees on the extraction of groundwater from the basin to fund costs of groundwater management, including, but not limited to, the costs of the following:

- (1) Administration, operation, and maintenance, including a prudent reserve.
- (2) Acquisition of lands or other property, facilities, and services.
- (3) Supply, production, treatment, or distribution of water.
- (4) Other activities necessary or convenient to implement the plan(;)”

WHEREAS, Water Code section 10730.2, subdivision (d), provides that “[f]ees imposed pursuant to this section may include fixed fees and fees charged on a volumetric basis,”

WHEREAS, Water Code section 10730.2, subdivision (c), provides that “[f]ees imposed pursuant to this section shall be adopted in accordance with subdivisions (a) and (b) of Section 6 of Article XIII D of the California Constitution,”;

WHEREAS, Article XIII D of the California Constitution imposes certain procedural and substantive requirements for property related fees and charges (as defined);

WHEREAS, the County GSA will not have adequate funds for its share of the Domestic Well Mitigation Program without implementing a fee;

WHEREAS, under subdivision (a)(1) of Section 6 of Article XIII D of the California Constitution, “[t]he agency shall provide written notice by mail of the proposed fee or charge to the record owner of each identified parcel upon which the fee or charge is proposed for imposition, the amount of the fee or charge proposed to be imposed upon each, the basis upon which the amount of the proposed fee or charge was calculated, the

reason for the fee or charge, together with the date, time, and location of a public hearing on the proposed fee or charge;"

WHEREAS, under subdivision (a)(2) of Section 6 of Article XIII D of the California Constitution, "[t]he agency shall conduct a public hearing upon the proposed fee or charge not less than 45 days after mailing the notice of the proposed fee or charge to the record owners of each identified parcel upon which the fee or charge is proposed for imposition," and "[a]t the public hearing, the agency shall consider all protests against the proposed fee or charge, and "[i]f written protests against the proposed fee or charge are presented by a majority of owners of the identified parcels, the agency shall not impose the fee or charge;"

WHEREAS, on April 12, 2022, the Board of Directors, at a duly noticed public meeting, authorized staff to commence a proceeding under Proposition 218, as required by SGMA, for the proposed rate as set forth in the rate study report ("Report") prepared by Raftelis, an independent consulting firm, to determine the amount of revenue required to cover the costs of implementing GSP projects, including groundwater recharge, participation in the proposed Sites Reservoir, land repurposing, and domestic well mitigation;

WHEREAS, on May 2, 2022, notices for the proposed fee were sent by mail to all identified affected property owners within the County GSA for the Madera Subbasin, providing the proposed rate, the basis for the rate, the affected property owner's right to protest the rate, and the time, place, and location of the public hearing on June 21, 2022;

WHEREAS, in the above-referenced Proposition 218 notice, affected property owners were informed that to protest the rate, they would either need to send a letter to

the Chief Clerk of the Madera County Board of Supervisors, 4th floor, 200 West Fourth Street, Madera, CA, 93637, which would include the property owner's name, property owner's signature, and assessor's parcel number (APN), or appear in person on June 21, 2022, at Board of Supervisors' Chambers, 200 W. 4th Street, Madera, CA, 93637, at 10:30 a.m. to deliver the protest in person;

WHEREAS, on June 21, 2022, the Board of Directors conducted a duly noticed public hearing for the proposed fee to (1) determine whether there was a majority protest for the fee, and if not, (2) to consider whether to adopt the fee;

WHEREAS, at the hearing, the Chief Clerk to the Madera County Board of Supervisors, on behalf of the Board of Directors, received and tabulated all protests of the proposed fee made both prior to and during the hearing, and the protests did not amount to a majority of the affected parcels where notice of the proposed fee was provided;

WHEREAS, on June 21, 2022, having not received a protest from the majority of affected parcels, the Board of Directors adopted Resolution No. 2022-086, establishing a fixed fee (the "Project Fee") of \$246 per acre of land enrolled in the Allocation Approach ("Enrolled Acre"), to provide funds sufficient for the County GSA to cover the costs of implementing GSP projects;

WHEREAS, in December 2022, the Madera County Superior Court enjoined collection of the Project Fee;

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WHEREAS, following the Court's ruling, on December 20, 2022, the Board of Directors adopted Resolution No. 2022-198 removing the Madera Subbasin GSP Project Fee from the 2022-2023 tax year secured property tax bills, until such time as the Court's injunction was lifted;

WHEREAS, the Court dissolved the injunction on March 4, 2025, allowing the County GSA to resume collection of the Project Fee, but leaving the County GSA in a multi-year funding shortfall for the GSP projects;

WHEREAS, the County GSA is mindful of the hardship that would result from immediately collecting back-fees in excess of \$60 million to fill the funding shortfall created by the Court's injunction;

WHEREAS, the County GSA has proposed to repeal and replace Resolution No. 2022-198 and amend Resolution No. 2022-086 to revise the Project Fee ("Revised Fee") downward to collect funds sufficient for the County GSA to cover the costs of implementing a portion of the Domestic Well Mitigation Program only, while maintaining the ability to further amend the fee in the future, through an increase to what was previously approved or a further decrease, if conditions require;

WHEREAS, an updated study report ("Supplemental Report") to determine the amount of revenue required for the Domestic Well Mitigation Program for the Revised Fee was conducted by Raftelis, an independent consulting firm;

WHEREAS, agriculture water use represents the majority of water use in the Madera Subbasin;

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WHEREAS, the proposed Revised Fee will fund the Domestic Well Mitigation Program, as stated in the Supplemental Report, Exhibit "A," attached hereto and incorporated herein by reference, at the following five year rate schedule per Enrolled Acre per year:

Year	FYE 2026	FYE 2027	FYE 2028	FYE 2029	FYE 2030
Rate	\$59 per enrolled acre	\$67 per enrolled acre	\$69 per enrolled acre	\$42 per enrolled acre	\$43 per enrolled acre

The Revised Fee was calculated per Enrolled Acre and rounded to the nearest whole dollar;

WHEREAS, the proposed Revised Fee schedule in the Supplemental Report represents the annual cost of service and does not include the collection of more revenue than the cost of providing services for the Domestic Well Mitigation Program. The Revised Fee will be reviewed annually and brought before the Board of Directors to ensure it continues to represent the annual cost of service and does not include the collection of more revenue or less revenue than the cost of providing service; and

WHEREAS, during the annual review of the Revised Fee, monies from groundwater allocation exceedance penalties will be applied towards the rate.

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

1. The recitals set forth above are found to be true and correct and are incorporated herein by reference.
2. The Supplemental Report is hereby received and approved.

//

3. The previously approved Fee of \$246 per Enrolled Acre is hereby amended to the Revised Fee schedule on the terms and conditions set forth in Exhibit "A," attached hereto and incorporated herein by reference, with the ability to further amend the Revised Fee in the future, through an increase or decrease, if conditions require.

4. The Director of the County Department of Water and Natural Resources ("Department Director") is authorized and directed to annually request the County Treasurer-Tax Collector, on behalf of the Board of Directors, to collect the Revised Fee in the same manner as ad valorem property taxes and provide the County Auditor-Controller, with the required information no later than August 1 of each year.

5. If the Revised Fee is not able to be collected in the same manner as ad valorem property taxes for any reason, the Department Director is hereby authorized and directed to cause the direct billing of the Revised Fee.

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

7. This Resolution hereby amends Resolution No. 2022-086, and repeals and replaces Resolution No. 2022-198.

8. This Resolution is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to California Public Resources Code section 21080(b)(8) and CEQA Guidelines section 15273(a) because it concerns the establishment of operational rates and charges. Further, this Resolution is exempt from CEQA requirements pursuant to CEQA Guidelines section 15061(b)(3) because it can be seen with a certainty that this action will not have a significant effect on the environment. This Resolution is also exempt from CEQA requirements pursuant to CEQA Guidelines

section 15378(b)(5) because it involves administrative activities that will not result in direct or indirect physical changes in the environment. The Board of Directors therefore directs that a Notice of Exemption be filed with the County Clerk in accordance with the CEQA Guideline.

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The foregoing Resolution was adopted this 15TH day of JULY,
2025, by the following vote.

Director Warmhoff voted:

absent

Director Rogers voted:

Yes

Director Poythress voted:

Yes

Director Gonzalez voted:

Yes

Director Macaulay voted:

Yes


Chair, Board of Directors

ATTEST:



Karen Scirnici
Clerk, Board of Directors

Approved as to Legal form:
COUNTY COUNSEL

Rebecca Wilson
Digitally signed by: Rebecca Wilson
DN: CN = Rebecca Wilson email =
rwilson@lozanosmith.com C = US O =
LOZANO SMITH
Date: 2025.07.11 10:38:30 -07'00'

By _____

4906-0971-2981, v.1

EXHIBIT A



July 3, 2025

Stephanie Anagnoson
Director of Water and Natural Resources
Madera County
200 West Fourth Street, Suite 3100
Madera, CA 93637

Subject: County GSAs Domestic Well Mitigation Memo

Dear Ms. Anagnoson,

Raftelis Financial Consultants, Inc. (Raftelis) is pleased to provide this technical memorandum (memo) for the Madera County Groundwater Sustainability Agencies (County GSAs), Madera Subbasin. The memo updates prior analyses conducted as part of the County GSAs Rate Study (Rate Study¹) to reflect the current inventory of domestic wells and estimates of anticipated dry domestic wells, estimated well replacement costs, and the timing of dry well replacement. The methodology is consistent with the Rate Study which was developed in alignment with cost-of-service principles, as required by the Sustainable Groundwater Management Act (SGMA) statute and California's Proposition 218. This memo includes:

- » Updated cost estimates for replacing dewatered domestic wells within the Madera Subbasin, based on dry well projections from Luhdorff & Scalmanini Consulting Engineers (LSCE)
- » Updated projections for the number of dry wells over a five-year planning period² and the number of domestic wells planned to be replaced annually
- » A summary of program costs, including capital and program management expenses.
- » The status of domestic well replacements including the resolution timeline of the backlog of currently dewatered wells on interim solutions
- » The application of penalty payments collected to date which are available to partially offset program costs
- » Calculation of the fee per enrolled acre within a farm unit for the domestic wells replacement project alone (no other project or programmatic components included)

We appreciate the effort made by County GSAs staff, outside specialists, the Madera County GSA Committee, and partner entities to support this work product.

Sincerely,

A handwritten signature in black ink, appearing to read 'K. K.'

Kevin Kostiuk
Senior Manager

A handwritten signature in black ink, appearing to read 'Ellyse'.

Ellyse Ritchie
Senior Consultant

¹ County GSAs Rate Study – Final Report, dated May 6, 2022

² Five-year planning period begins with the Fiscal Year Ending (FYE) 2026 through FYE 2030

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Domestic Well Mitigation Program

This technical memorandum (memo or sometimes TM) documents updated information and cost estimates related to the Domestic Well Mitigation Program to replace domestic wells going dry within the Madera Subbasin based on updated estimates available through 2025. This memo relies on data from Luhdorff & Scalmanini Consulting Engineers (LSCE). Updated well replacement cost estimates, provided by local drilling contractors and environmental health, were considered for this update to compare against original estimates to represent recent costs of drilling new wells in the Madera Subbasin.

While the total estimate of well replacements relies on the original modeling by LSCE as part of the Rate Study, Raftelis has updated the estimated number of dry wells to account for dry wells that have been addressed and the remaining backlog of unresolved dry wells as of 2025³. Therefore, the counts between this memo and the previous study report may vary. Numbers shown in the tables of this memo are rounded up to the nearest integer. Therefore, calculations based on the displayed numbers, such as summing or multiplying, may not equal the exact results shown.

Program Background

The Domestic Well Mitigation Program involves replacing wells that have gone dry due to declining groundwater levels. This memo focuses solely on the Madera Subbasin. A program outlined by the GSAs of the Madera Subbasin as part of the original Joint Groundwater Sustainability Plan (GSP) development in 2019 to allow for continued drawdown in water levels (i.e. transition water within farm unit water allocations). Each GSA within the Madera Subbasin is responsible for generating their own proportional amount of revenue to contribute to a Subbasin-wide program.

In 2021, LSCE conducted analyses to estimate the number of domestic wells that may go dry within the Madera Subbasin over the Groundwater Sustainability Plan (GSP) implementation period. The analysis utilized the results from a domestic well inventory conducted for the Subbasin and compared simulated water levels from a hydrologic model to estimate the number of domestic wells that may go dry during the GSP implementation period.

Cost Responsibility

Seven groundwater Sustainability Agencies (GSAs) manage the Madera subbasin. The County GSAs will likely be responsible for the Domestic Well Mitigation program in proportion to their share of the average groundwater overdraft. Other GSAs will likely be responsible for the remaining overdraft and, therefore, the domestic well cost share. Table 1 shows the estimated cost share to the County GSA based on the historical, present, and future overdraft within the Madera subbasin. The County GSA is responsible for 73% of the Madera subbasin's total overdraft and, therefore will likely be responsible for 73% of the costs of replacing dry domestic wells.

Table 1: County GSAs Dry Well Cost Share Estimate

Line	A Dry Well Allocation	B County GSA's %	C Other GSAs %	D Total
1	Madera Subbasin	73%	27%	100%

³ Several hundred wells were programmed to be replaced within the first two years of implementation; however, without funding through the GSP fee of \$246 per enrolled acre no wells have been funded by the County GSAs as of July 2025.

Dry Well Estimation

The domestic well inventory involved assembling the best available information on domestic wells in the Subbasin derived from datasets including State Department of Water Resources (DWR) well construction records, County well permits, and assessor parcel data. Simulated water level conditions considered different hydrology (e.g., precipitation) scenarios over the implementation period, including average year and dry year starts to the GSP implementation period, to estimate the number of dry wells for two future scenarios. Based on recent historical hydrology in the area, simulated water levels in the dry year start scenario were utilized in the analysis.

Using historical data and future projections, LSCE modeled the groundwater conditions and associated overdraft for the Madera subbasin from 1989 to 2040. LSCE provided an estimate of the number of dry wells for the five years starting in 2026 and ending in 2030.

There are currently 247 properties in the subbasin with nonfunctioning wells that are being served by hauled water provided by Self-Help Enterprises (SHE). These residents do not have access to an operating well and rely on delivered water. Through mid-2024, 118 dewatered wells in the Madera Subbasin have been replaced and resolved through State SAFER funds. While this has provided a partial solution, it is not sustainable in the long term, as state funding for SAFER is expected to end. These 118 resolved wells are not included in the backlog count in Table 2 and are not included in the fee calculation in this memo.

Table 2: Dry Well Estimation – Madera Subbasin

Line	Description	Dry Well Estimation
1	Backlog (SHE Interim Services)	247
2	Estimated Dry Wells (2026-2030)	601
3	Total Dry Well Replacements 2025-2029 (Backlog + Five-Year Estimate)	848
4	Madera GSAs Likely Responsibility	73%
5	Total Dry Well Replacement Madera GSAs	621
6	Annual Five-Year Average Replacement Rate⁴	124

Despite an urgency to replace dewatered domestic wells, there is a limitation on the availability of resources, particularly the number of wells that regional drillers could reasonably replace annually. As a result, the plan laid out in this memo and built into the fee, spreads the backlog of replacements over three years from fiscal year ending (FYE) 2026⁵ through FYE 2028.

Table 2 shows the total estimated dry wells within the Madera subbasin as of 2025. Table 3 shows the updated estimated dry wells within the Madera subbasin (Line 3) and the proportionate number of dry wells the County GSA is responsible for replacing through 2030 (Line 6). Again, the number of dry wells within the County GSA's jurisdiction is based on its proportionate share of the average volume of groundwater shortage within the Madera subbasin (Table 1, column B) multiplied by the number of total dry wells in the Madera subbasin (Table 2, line 3).

⁴ Total dry well replacement Madera GSAs / 5

⁵ The County GSA's fiscal year begins on July 1 and ends on June 30. FYE 2026 is therefore July 1, 2025 through June 30, 2026

Table 3: Estimated Dry Wells Per Year

Line	Dry Well Estimation	A	B	C	D	E	F
			FYE 2026	FYE 2027	FYE 2028	FYE 2029	FYE 2030
All Dry Wells – Madera Subbasin							
1	Estimated Dry Wells (2026-2030)		120	120	120	120	120
2	Backlog (SHE Interim Services)		82	82	82	0	0
3	Total – All Dry Wells		203	203	203	120	120
County GSA Dry Well Responsibility							
4	Estimated Dry Wells (2026-2030)		88	88	88	88	88
5	Backlog (SHE Interim Services)		60	60	60	0	0
6	Total – County GSA Dry Wells		148	148	148	88	88

Capital Costs

LSCE originally estimated the cost of replacing a domestic well at \$30,960 in 2021. This figure was carried forward in an interim 2024 update. In 2025, the estimate was increased to \$35,000. Recent bids have ranged from \$23,800 to \$47,000. In 2024, two specific estimates from drillers placed the cost at \$34,350 and \$49,500 for constructing a 550-foot domestic well, including construction, permitting, and fuel. Despite the increases in estimated costs, Raftelis and County GSA staff chose to use a \$35,000 per-well estimate. This decision reflects recent well replacements in the neighboring Chowchilla Subbasin, which ranged from \$25,000 to \$30,000, and accounts for the fact that not all replacement wells will need to be drilled to a depth of 550 feet, however, depths to water in the Madera Subbasin are generally greater. A summary of these estimates is provided in Table 4.

Table 4: Domestic Well Replacement Cost Estimates (\$ per Well Replacement)

Line	A Estimate	B Cost (\$)	C Depth (ft)
1	Rate Study Estimate	\$30,960	600 foot maximum
2	2024 Estimate 1	\$34,350	550 foot maximum
3	2024 Estimate 2	\$49,500	550 foot maximum
4	2024 Chowchilla Domestic Wells	\$25,000 – \$30,000	Variable
5	2025 Estimates	\$23,800 – \$47,000	Variable
6	Technical Memo Estimate	\$35,000	N/A

Table 5 shows the estimated capital costs of the Domestic Well Mitigation Program. The cost of replacing a well (Table 5, Line 1) is escalated each year based on the Capital cost escalation factor (Table 5, Line 2). The capital costs (Table 5, Line 5) are calculated by multiplying the number of the County GSA's dry wells (Table 5, Line 4) by the cost to replace a well in that year (Table 5, Line 3).

Table 5: Domestic Wells Capital Costs

A	B	C	D	E	F	
Line	Domestic Wells Capital Costs	FYE 2026	FYE 2027	FYE 2028	FYE 2029	FYE 2030
1	Well Replacement Cost (Base Year)	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000
2	Capital Cost Escalation Factor		3.00%	3.00%	3.00%	3.00%
3	Well Replacement Cost	\$35,000	\$36,050	\$37,132	\$38,245	\$39,393
4	Annual Well Replacements	148	148	148	88	88
5	Annual Capital Costs	\$5,194,395	\$5,350,227	\$5,510,734	\$3,368,640	\$3,469,699

Program Management Costs

Table 6 shows the operating costs associated with the Domestic Well Mitigation Program which consists of program management and program administration. These costs are estimated at 10% of the Domestic Well Mitigation Program capital costs (Table 5) based on estimates from County GSA's staff. As programmatic details are refined within the County GSA and between other Subbasin program partners, more informed estimates for project management will be possible.

Table 6: Domestic Wells Program Management Costs

A	B	C	D	E	F	
Line	Domestic Wells Program Mgt. Costs	FYE 2026	FYE 2027	FYE 2028	FYE 2029	FYE 2030
1	Annual Capital Costs	\$5,194,395	\$5,350,227	\$5,510,734	\$3,368,640	\$3,469,699
2	Program Management Cost - %	10%	10%	10%	10 %	10%
3	Total - Program Management Costs	\$519,440	\$535,023	\$551,073	\$336,864	\$346,970

Penalty Payments Application

In 2023, the Madera Subbasin collected \$55,620 in penalties, and in 2024, \$427,551 was collected, for a total of \$483,171. Based on discussion and direction from the County GSA Committee these funds will be applied to the FY 2026 fee to partially offset the per-acre fee for acres enrolled in a farm unit. Because penalty revenues are highly variable and the County GSA's goal is to minimize the collection of penalty revenues, they are not considered a reliable source of income. For this reason, penalties will be evaluated annually and are only applied to the first year of fees, as part of the financial review rather than included as a consistent funding source. The County GSA will conduct an annual financial review which will include an evaluation of penalties collected each year, which may be used to reduce the fee per enrolled acre in the following year.

Program Summary

Table 7 summarizes the costs of the Domestic Well Mitigation program for the Madera subbasin within the five-year planning period. Operating costs represent estimated program management and administration costs (Table 6). Capital costs represent estimated costs to replace dry wells based on the sequencing from Table 5.

Table 7: Domestic Wells Costs

Line	A Domestic Wells Total Costs	B FYE 2026	C FYE 2027	D FYE 2028	E FYE 2029	F FYE 2030
1	Operating Costs	\$519,440	\$535,023	\$551,073	\$336,864	\$346,970
2	Capital Costs	\$5,194,395	\$5,350,227	\$5,510,734	\$3,368,640	\$3,469,699
3	Balance of Penalty Payments	(\$483,171)	\$0	\$0	\$0	\$0
4	Total - Program Costs	\$5,230,664	\$5,885,250	\$6,061,807	\$3,705,504	\$3,816,669

Table 8 translates the costs of the Domestic Well Mitigation program into a fee per enrolled acre, by year, throughout the planning period. The planned fee per enrolled acre increases each year through 2028 due to the projected rise in capital and operating costs, while the total enrolled acreage remains unchanged. The planned fee per acre decreases significantly in 2029 after the backlog of dewatered wells are resolved and the program is limited to future dewatered wells. Note that unlike in the 2022 Rate Study, the fee is not averaged across the years, but calculated for each individual year. This is in part due to the desire to show the effect of applying existing penalty revenues immediately; and partly since there are two significantly different needs in the five-year horizon: pre and post-backlog. Proposed fees are rounded to the nearest whole dollar.

Table 8: Domestic Well Fee Assessed Per Enrolled Acre

Line	A Domestic Wells Total Costs	B FYE 2026	C FYE 2027	D FYE 2028	E FYE 2029	F FYE 2030
1	Total Program Costs	\$5,230,664	\$5,885,250	\$6,061,807	\$3,705,504	\$3,816,669
2	Madera Subbasin Enrolled Acreage	88,082	88,082	88,082	88,082	88,082
3	\$/Enrolled Acre	\$59.38	\$66.82	\$68.82	\$42.07	\$43.33
4	\$/Enrolled Acre (Rounded)	\$59	\$67	\$69	\$42	\$43

Annual Financial Review

As part of the adoption and implementation process for a Domestic Well Mitigation Fee Program, the County GSA will conduct an annual financial review to compare actual financial results—revenues, expenditures, and penalties collected—to available funding and projected future costs. As part of this review, the GSA will assess whether it is financially advisable to implement rates lower than originally planned.

The fees presented in Table 8 represent the best estimate at the current time. Rates adopted in the 2022 Rate Study remain the maximum implementable. Should programmatic costs be higher than planned, the County GSAs would be able to increase from the planned fees in Table 8. Conversely, if programmatic costs are lower than planned the County GSAs has the discretion to implement fees lower than those shown in Table 8.

APPENDIX A:

Domestic Well Mitigation

Fee Calculation (Consolidated)

Line	A	B	C	D	E	F
		FYE 2026	FYE 2027	FYE 2028	FYE 2029	FYE 2030
1	Madera Subbasin Dry Wells	203	203	203	120	120
2	Madera County Portion of Dry Wells	148	148	148	88	88
3						
4	Well Replacement Cost	\$35,000	\$36,050	\$37,132	\$38,245	\$39,393
5						
6	Program Management Costs	\$519,440	\$535,023	\$551,073	\$336,864	\$346,970
7	Balance of Penalty Payments	(\$483,171)	\$0	\$0	\$0	\$0
8	Annual Capital Costs	\$5,194,395	\$5,350,227	\$5,510,734	\$3,368,640	\$3,469,699
9	Total - Program Costs	\$5,230,664	\$5,885,250	\$6,061,807	\$3,705,504	\$3,816,669
10						
11	Madera Subbasin Enrolled Acreage	88,082	88,082	88,082	88,082	88,082
12	Total - \$/Enrolled Acre	\$59.38	\$66.82	\$68.82	\$42.07	\$43.33



Budget Adjustment Authorization

Submittal Date *

1/13/2026

For Fiscal Years *

2025-2026

Contact First Name *

Jerod

Contact Last Name *

Weeks

Department *

WNR

Department/Org

05950

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: *

2/10/2026

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.

Receipt of Unanticipated Revenue

Fund Name *

Madera Sub County GSA GSP Fee

Fund # *

1503

Appropriations

Org # *	Org Description *	Account # *	Account Description *	Amount *
15034	Madera GSP Fee Domestic Wells	721400	PROF & SPEC SVC	2,398,000

Total

\$ 2,398,000.00

Revenues

Org #*	Org Description*	Account #*	Account Description*	Amount*
15034	Madera GSP Fee Domestic Wells	662904	GSP Fees	2,398,000

Total

\$ 2,398,000.00

Totals in Appropriations and Revenues must match**Unanticipated Revenue is Derived from ***

Groundwater Sustainability Plan - Project Fee (GSP FEE)

Describe the Revenue Source, Grant Name, Legislation, etc.)

Section**Name ***

Jerod Weeks

Title *

Administrative Services Officer

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 #*

25-072

Signature**Auditor Name ***

David Richstone

*David Richstone***Date ***

1/14/2026

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***

1/15/2026

Attached for Board Approval

*

 Completed



Committee Members

Jordan Wamhoff
Robert Macaulay

ITEM 4.j

Date: February 3, 2026

To: Madera County Groundwater Sustainability Agency (GSA) Committee
Robert Macaulay, Jordan Wamhoff

From: Stephanie Anagnoson, Director of Water and Natural Resources

Subject: Action Item: Consideration and recommendation to approve a resolution amending rules and eligibility criteria for implementing the Domestic Well Mitigation Program in the Madera County Groundwater Sustainability Agency – Madera Subbasin

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

DISCUSSION:

This item provides an update on the status of the Madera County – Madera Groundwater Sustainability Agency Domestic Well Mitigation Program (Program) and amends the Program's rules and Resolution 2025-141. The most recent comprehensive update to the Board was provided on November 12, 2025. Since that time, substantial progress has been made toward full program implementation, including completion of program rules and materials, launch of public-facing resources, and initiation of program intake.

BACKGROUND

The Program is a core component of Groundwater Sustainability Plan implementation and is intended to provide mitigation for domestic wells impacted by declining groundwater levels attributable to basin-wide overdraft. The Program establishes eligibility criteria, application and review procedures, and mitigation coordination, while also emphasizing public outreach and transparency for domestic well owners within the Madera County – Groundwater Sustainability Agency.





Committee Members

Jordan Wamhoff

Robert Macaulay

ITEM 4j

PRIOR BOARD UPDATE

The November 12, 2025, Board update provided an overview of the Program framework, including development of Program Rules, outreach activities conducted to date, preparation of a draft application, approval of the selection and contract for the Program Administrator, development and release of a driller Request for Qualifications, and initial efforts to establish public-facing program resources.

CURRENT PROGRAM STATUS

Since the last Board update, the Domestic Well Mitigation Program has advanced from development into active implementation. Program Rules have been finalized, and the Program application has been completed and made available in both English and Spanish. A Landowner Agreement has also been developed and is currently undergoing legal review.

Public-facing program resources have been completed and launched, including a dedicated Program website. The website provides access to Program Rules, the application in English and Spanish, an interactive dynamic map for parcel and Groundwater Sustainability Agency information, contact information for all Madera Subbasin Groundwater Sustainability Agencies, and additional helpful resources for domestic well owners.

Significant progress has also been made on outreach and communications. Madera Dry Well Program branding has been completed, and outreach materials have been developed, including bilingual flyers and postcards. Public outreach has been conducted, and a dedicated Madera Dry Well Program telephone line has been established to support domestic well owners.

Program implementation activities are now underway, and the Program has received its first application for domestic well mitigation.





Committee Members

Jordan Wamhoff
Robert Macaulay

ITEM 4j

NEXT STEPS

Next steps for the Program include completion of legal review and execution of the Landowner Agreement, continued outreach and education efforts, ongoing application intake and eligibility review, finalization of driller selection, coordination of mitigation services as appropriate, and discussions with Counsel to establish a contracting process that complies with public contracting code. Staff will continue to provide updates to the Board as implementation progresses.

PROGRAM RULES AND RESOLUTION AMENDMENTS

Through multiple discussions with County Counsel regarding the Program Rules, implementation process, and public contracting requirements, it was determined that the process outlined in Exhibit A of Resolution No. 2025-141 would not provide the efficiency or timeliness necessary to ensure applicants receive an adequate domestic water supply. As a result, this item proposes amendments to Resolution No. 2025-141 to modify the Program Rules accordingly.

Additionally, the proposed amendments authorize the Director to approve Program projects that meet the criteria outlined in Exhibit A, with individual project approvals not to exceed \$35,000. These changes are intended to streamline implementation while maintaining consistency with Program eligibility requirements and applicable contracting laws.

FISCAL IMPACT:

This item has no impact on the General Fund.

ATTACHMENTS:

1. Resolution Amending DWMP



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

In the Matter of	)	Resolution No.: <u>2026 -</u>
)	
GROUNDWATER SUSTAINABILITY	)	RESOLUTION AMENDING
AGENCY	)	DOMESTIC WELL MITIGATION
	)	PROGRAM FOR THE
	)	MADERA SUBBASIN
)	

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 Madera Subbasin that are in unincorporated areas of Madera County, and 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, on December 17, 2019, the County GSA, along with the Madera Irrigation District GSA, the City of Madera GSA, and the Madera Water District GSA, adopted a GSP (the “Joint GSP”) for the portions of the Madera Subbasin within the

control of these GSAs that described a “sustainable yield” (“SY”) of native groundwater (water that naturally exists in the Madera Subbasin from seepage and percolation) of approximately 0.5 acre-feet per acre for the Madera Subbasin;

WHEREAS, in the Joint GSP the GSAs agreed to implement a Domestic Well Mitigation Program;

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 Madera Subbasin, allowing parcels meeting certain criteria (hereafter “eligible parcels”) to have access to groundwater classified using two designations:

- a. The SY of native groundwater; and
- b. “Transitional water” (“TW”) that is continued overdraft of the Madera Subbasin but will incrementally decrease during the GSP implementation period;

WHEREAS, in furtherance of the Allocation Approach, on June 8, 2021, the County GSA Board of Directors adopted Resolution No. 2021-069, providing for a per-acre allocation 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;

WHEREAS, the amount of groundwater available to properties under the Allocation Approach is calculated based on the overall acreage in the eligible enrolled parcel or approved farm unit;

WHEREAS, on August 17, 2021, the County GSA Board of Directors adopted Resolution No. 2021-113, establishing groundwater allocation refinements;

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WHEREAS, on June 21, 2022, the Board of Directors adopted Resolution No. 2022-086, establishing a fixed fee (the “Project Fee”) of \$246 per acre of land enrolled in the Allocation Approach (“Enrolled Acre”), to provide funds sufficient for the County GSA to cover the costs of implementing GSP projects, including the Domestic Well Mitigation Program;

WHEREAS, in December 2022, the Madera County Superior Court enjoined collection of the Project Fee;

WHEREAS, following the Court’s ruling, on December 20, 2022, the Board of Directors adopted Resolution No. 2022-198 removing the Madera Subbasin GSP Project Fee from the 2022-2023 tax year secured property tax bills, until such time as the Court’s injunction was lifted;

WHEREAS, the Court dissolved the injunction on March 4, 2025, allowing the County GSA to resume collection of the Project Fee, but leaving the County GSA in a multi-year funding shortfall for the GSP projects;

WHEREAS, the County GSA, mindful of the hardship that would result from immediately collecting back-fees in excess of \$60 million to fill the funding shortfall created by the Court’s injunction, proposed to repeal and replace Resolution No. 2022-198 and amend Resolution No. 2022-086 to revise the Project Fee downward to collect funds sufficient for the County GSA to cover the costs of implementing the Domestic Well Mitigation Program only;

WHEREAS, an updated study report (“Supplemental Report”) to determine the amount of revenue required for the Domestic Well Mitigation Program was conducted by Raftelis, an independent consulting firm;

WHEREAS, on July 15, 2025, the County GSA Board of Directors adopted Resolution No. 2025-067—which repealed and replaced Resolution No. 2022-198 and amended Resolution No. 2022-086—adopting a new five-year rate schedule designed to fund only the Domestic Well Mitigation Program;

WHEREAS, agriculture water use represents the vast majority of water use in the Madera Subbasin;

WHEREAS, the Domestic Well Mitigation Program will provide financial assistance to landowners impacted by declining groundwater levels in the Madera Subbasin;

WHEREAS, on December 9, 2025, the County GSA Board of Directors adopted Resolution No. 2025-141, which established the Domestic Well Mitigation Program including eligibility, funding, and procedures for domestic well mitigation in the Madera Subbasin;

WHEREAS, the County GSA desires to amend the Domestic Well Mitigation Program to revise procedures to improve implementation of the Domestic Well Mitigation Program as specified in Exhibit “A” attached hereto and incorporated herein by reference; 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).

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

1. The recitals set forth above are found to be true and correct and are incorporated herein by reference.
2. The amendment Madera Subbasin Domestic Well Mitigation Program for the Madera County GSA in the Madera Subbasin, attached hereto as Exhibit "A" is hereby approved and adopted.
3. That the Director of Water and Natural Resources is hereby authorized and directed to act on behalf of County GSA in connection with the County GSA's Madera Subbasin Domestic Well Mitigation Program, and to enter into, execute, and deliver any and all documents required or deemed necessary for the implementation of the Madera Subbasin Domestic Well Mitigation Program as amended herein including but not limited to execution of a grant agreement between the County GSA and the landowner in a form approved by County Counsel.
4. The Board of Directors directs that a Notice of Exemption be filed with the County Clerk in accordance with the CEQA Guideline.

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The foregoing Resolution was adopted this _____ day of _____, 2026, by the following vote.

Director Warmhoff 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 _____

EXHIBIT A

MADERA COUNTY GSA

Domestic Well Mitigation Program

Program Overview

The Domestic Well Mitigation Program provides financial assistance to landowners impacted by declining groundwater levels in the Madera Subbasin within the Madera County Groundwater Sustainability Agency. This program helps fund the drilling of new domestic wells or connecting to an existing community water system to replace domestic wells that have gone dry or been damaged by subsidence.

Program Rules

Eligibility

Must be a landowner with a domestic well located within the Madera Subbasin and within the Madera County GSA boundaries. The property must have a well that went dry after 1/1/2026 or is on the Self-Help Enterprises interim water assistance list (with a dry well due to declining groundwater levels that occurred after 1/1/2020 cutoff). The property owner must have owned the property for a minimum of one year. The dwelling unit must be considered “habitable.”

Qualifications

The domestic well must have gone dry due to declining groundwater levels and have not exceeded 30 years of age. Domestic wells impacted by subsidence (collapsed casing) may also qualify. The residence must be considered “habitable.” A qualified professional will conduct an assessment after application to confirm eligibility.

Funding

The program provides up to \$35,000 reimbursement for the cost of drilling a new well or connecting to an existing community water system. Any cost over \$35,000 is the landowner’s responsibility. Not covered: water quality testing or alternative sources, pump work, electrical repairs, landscaping, or lowering pumps. If the home is sold within one year, 100% of the costs up to \$35,000 must be repaid; if the home is sold within one to two years, 50% of the costs up to \$17,500 must be repaid.

Mitigation Frequency

Each property (by APN) may only receive one mitigation through the program. The use of the program will be recorded on the property deed.

Process

1. **Apply:** Complete and sign the application and submit a \$100 application and assessment fee. If the well qualifies for mitigation, the application and assessment fee will be reimbursed as an eligible mitigation cost. If the well does not qualify for mitigation, the application and assessment fee is non-refundable. .
2. **Assessment:** The Madera County GSA or its agents will conduct a well assessment.
3. **Approval:** If the well qualifies, the landowner will solicit and provide the GSA with three (3) bids from well drillers. at least two (2) bids must be from the Madera County GSA qualified well driller list. The County GSA will approve one of the bids and authorize work to begin.
4. **Payment:** The GSA will advance the landowner up to \$35,000 in eligible mitigation costs on a schedule deemed appropriate by the GSA. At completion the landowner must provide sufficient documentation to support the amount advanced by the GSA for eligible mitigation costs. Landowner must return any funds

advanced by the GSA in excess of the eligible mitigation costs as specified in the agreement between the GSA and the Landowner.

5. Record: After completion, the notice of the mitigation will be record on the property deed including a copy of the agreement between the GSA and Landowner.