



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)
Committee Meeting
September 15, 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/84677966358>

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.
4. New Business
 - a. Action Item: Approval of the Madera County Groundwater Sustainability Agency Committee Meeting Minutes from July 14, 2026





Committee Members
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Jordan Wamhoff

- b. Action Item: Discussion and consideration of entering into an Agreement with Asellus – Madera Vitis, LLC to partially fund a Domestic Well Mitigation Program for a portion of the Chowchilla Subbasin in the Madera County Groundwater Sustainability Agency (GSA) and to develop a working relationship between Madera County and Asellus – Madera Vitis, LLC.
- c. Action Item: Consideration and recommendation to the Board of Directors to enter into a three-year contract for Water Years 2026-2028 MOU Cost Sharing for Madera Subbasin GSP Annual Report, in the amount of \$196,000.00 with approximately \$160,000.00 reimbursed by other agencies.
- d. Action Item: Consideration and recommendation to the Board of Directors to approve a three-year agreement with Davids Engineering for the Madera Subbasin Annual Report.
- e. Action Item: Review and consideration of recommendation to Board of Directors of Domestic Well Mitigation Resolution Amendment.
- f. Action Item: Review and consideration of recommendation to Board of Directors of Grant-funded Agreement Amendment with Davids Engineering for Talley Diversion Recharge Project.
- g. Action Item: Review and consideration of recommendation to Board of Directors for agreement and easement with Goose Pond Ag, Inc. related to grant-funded recharge

5. Directors' Report

6. Adjourn





Committee Members
Robert Macaulay
Jordan Wamhoff
Alternate: Leticia Gonzalez

ITEM 4.a

Madera County Groundwater Sustainability Agency
(in the Madera, Chowchilla, and Delta-Mendota Subbasins)
Committee Meeting
July 14, 2026; 1:30 p.m.

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

Attendance:

County GSA Directors: Robert Macaulay, Leticia Gonzalez

County GSA Staff: Stephanie Anagnoson, Tukta Phetasa, Jerod Weeks, Mayumi Ploszaj, Emily Garcia, Nayely Chavez

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

4 members of the public in person; 27 members of the public on-line

1. Call to Order: 1:30pm
Meeting was called to order by Director Macaulay
2. Flag Salute
This was led by Director Gonzalez
3. Public Comment
There were zero in-person or on-line comments.
4. New Business
 - a. Action Item: Approval of the Madera County Groundwater Sustainability Agency Committee Meeting Minutes from May 5, 2026
There were zero in-person or on-line comments.





Committee Members
Robert Macaulay
Jordan Wamhoff
Alternate: Leticia Gonzalez

ITEM 4.a

Result: Motion passed
Moved: Director Gonzalez
Second: Director Macauley
Ayes: Director Macaulay; Director Gonzalez
Vote passes: 2-0

- b. Informational Item: Discussion and recommendation to Board of Directors to apply existing cost-sharing agreement in Chowchilla Subbasin to share costs across six subbasins for subsidence monitoring data formerly collected by the Bureau of Reclamation under the San Joaquin River Restoration Program.
This was presented by Tukta Phetasa.
There were zero in-person or on-line comments.
- c. Action Item: Consider and recommend to Board of Directors adoption of a transfer of appropriations to reimburse the General Fund.
This was presented by Nayely Chavez.
There were zero in-person or on-line comments.

Result: Motion passed
Moved: Director Gonzalez
Second: Director Macauley
Ayes: Director Macaulay; Director Gonzalez
Vote passes: 2-0

- d. Informational Item: Discussion and recommendation to Board of Directors to adopt a Resolution declaring Special Assessments and the Notice of Levy of Special Assessments in the Madera County Groundwater Sustainability Agency-Madera Subbasin against the real property owned by responsible parties subject to unpaid and past-due penalties imposed for excessive groundwater extraction pursuant to California Water Code section 10732.

Discussion and recommendation to Board of Directors adopt a Resolution declaring Special Assessments and the Notice of Levy of Special Assessments in the Madera County Groundwater Sustainability Agency-Chowchilla Subbasin against the real property owned by responsible parties subject to unpaid and past-due penalties





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Alternate: Leticia Gonzalez

ITEM 4.a

imposed for excessive groundwater extraction pursuant to California Water Code section 10732.

This item is not a project within the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) ("CEQA") pursuant to Sections 15378(b)(4) and 15378(b)(5) of the State CEQA Guidelines, because the confirmation of penalties and the direction that corresponding special assessments be entered on the tax roll for collection constitute government fiscal activities that do not involve any commitment to any specific project that may result in a potentially significant physical impact on the environment, and are administrative activities of government that will not result in direct or indirect physical changes in the environment.

This was presented by Emily Garcia. There were 1 in-person comment and 1 on-line comment.

Result: Motion passed
Moved: Director Gonzalez
Second: Director Macauley
Ayes: Director Macaulay; Director Gonzalez
Vote passes: 2-0

- e. Informational Item: Update on Domestic Well Mitigation
This was presented by Jerod Weeks. There were 1 in-person comment and 1 on-line comment.
- f. Informational Item: Farm Unit Concept and Formation Process
Suggestion from Director - if you are making agreements with family or friends work on ironing out any details so there are no issues to come before the Board.
This was presented by Stephanie Anagnoson. There were 0 in-person comments and 2 on-line comments.

5. Directors' Report

- a. Focus Group on Recharge
- b. Outreach: American Pistachio Growers and Sustainable Conservation Conference, California State Association of Counties Legislative Conference, Fresno State Recharge conference

6. Adjourn 2:15pm





Committee Members
Robert Macaulay
Jordan Wamhoff

ITEM 4.b

Date: September 15, 2026

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

From: Stephanie Anagnoson, Director of Water and Natural Resources

Subject: Discussion and consideration of entering into an Agreement with Asellus – Madera Vitis, LLC to partially fund a Domestic Well Mitigation Program for a portion of the Chowchilla Subbasin in the Madera County Groundwater Sustainability Agency (GSA) and to develop a working relationship between Madera County GSA and Asellus – Madera Vitis, LLC.

DISCUSSION:

The Chowchilla Subbasin is identified by the California Department of Water Resources (DWR) as a critically overdrafted subbasin and is collectively managed by four Groundwater Sustainability Agencies (GSAs). Per the Groundwater Sustainability Plan (GSP) regulations, the four Chowchilla Subbasin GSAs (Chowchilla Water District, County of Madera - Chowchilla, County of Merced - Chowchilla, and Triangle T Water District) were required to develop, adopt, and submit a GSP to DWR by January 31, 2020, which outlined a plan for achieving groundwater sustainability in the Subbasin by 2040, in accordance with the Sustainable Groundwater Management Act (SGMA).

In 2022, the County GSA conducted a rate study under proposition 218 to be able to adopt and collect fees to implement projects, such as recharge, land repurposing, and domestic well mitigation. There was a majority protest completed in the Chowchilla Subbasin, which means there is no means of collecting GSP Project Fees in the Chowchilla Subbasin.

This Memorandum of Understanding (MOU) between Madera County GSA and Asellus – Madera Vitis, LLC., outlines a collaborative effort to implement SGMA and achieve groundwater sustainability in accordance with the Chowchilla GSP. The agreement acknowledges potential adverse impacts on domestic wells due to declining groundwater levels and partially funds a Domestic Well Mitigation Program (Program) to address these impacts.





Committee Members
Robert Macaulay
Jordan Wamhoff

ITEM 4.b

Under the terms of the MOU, Asellus – Madera Vitis, LLC., agrees to annually fund the Program on a per-acre basis, with a specified rate per acre. Funds for the Program will be held in an interest-bearing account managed by one of the GSAs, currently Chowchilla Water District GSA. Regular meetings between the parties will be held to discuss various aspects of groundwater management, including the Program, recharge projects, land repurposing, purchases of water, and potential grants.

Overall, the MOU represents a commitment by both Asellus – Madera Vitis, LLC., and Madera County GSA to work together to implement sustainable groundwater management practices and mitigate the impacts of declining groundwater levels on domestic wells within the service area outlined in Exhibit B. The agreement provides a framework for ongoing collaboration and communication to achieve the goals outlined in the GSP and ensure groundwater sustainability for the future.

FISCAL IMPACT:

There is no impact to the general fund as the Program's financial support comes from Asellus – Madera Vitis, LLC, and the funds will be securely stored and managed in an account with interest, overseen by the Chowchilla Water District GSA.

ATTACHMENTS:

Asellus Madera Vitis DWM Chowchilla Subbasin MOU

TP



MADERA COUNTY CONTRACT NO. _____

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

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into this ____
day of _____, 2024 (the “Effective Date”), by and between the Madera
County GSA – Chowchilla (“Madera County”), and Asellus - Madera Vitis, LLC,
collectively hereinafter referred to as the “Parties,” or individually as the “Party.”

RECITALS

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

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

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

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

E. **WHEREAS**, on January 29, 2020, the four (4) Groundwater Sustainability Agencies in the County submitted a GSP (the "Chowchilla GSP") to DWR; and

F. **WHEREAS**, Asellus - Madera Vitis, LLC is the owner of property located in Madera County and designated by the assessor parcel numbers listed on Exhibit B (the "AMV Property"), and Asellus - Madera Vitas, LLC intends to support Madera County's efforts which are intended to manage groundwater consistent with the Chowchilla GSP within the Madera County GSA service area and to develop a working relationship between Madera County GSA and Asellus - Madera Vitis, LLC; and

G. **WHEREAS**, the Parties agree that for the purposes of this MOU, "Domestic Wells" shall be limited to individual private domestic wells; and

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

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

AGREEMENT

1. The Parties agree to mitigate for domestic well impacts resulting from declining groundwater levels that occur from groundwater management activities outlined in the Chowchilla GSP for a Domestic Well Mitigation Program ("Program"), a complete excerpt of which is attached hereto as Exhibit C, and work collaboratively to implement SGMA and achieve groundwater sustainability.

2. **PROPORTIONATE SHARE**. Asellus - Madera Vitis, LLC agrees to partially fund the Program on a per acre basis, at the rate of Sixteen Dollars and Eighty-Nine Cents (\$16.89)/acre per year for the AMV Property, paid annually. Asellus - Madera Vitis, LLC

shall not be responsible for other SGMA costs pertaining to properties other than the AMV Property. Other parties in the Madera County GSA may or will contribute to the Program using the same per acre rate and MOU process. Any penalties collected by the Madera County GSA from non-Asellus Madera Vitas, LLC members will be allocated to the Program.

3. **ACCOUNTING.** Annual funding for the Program shall be placed in an interest-bearing account managed by one of the GSAs in the Chowchilla GSP, currently Chowchilla Water District, or another party identified by Madera County GSA. Notwithstanding the foregoing, Madera County shall be fully responsible and liable to account to Asellus - Madera Vitis, LLC, for proper use of the funding contributed to the Program, and will indemnify Asellus - Madera Vitis, LLC for any losses incurred by it related to any improper accounting or use of Program funds.

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

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

- Domestic Well Mitigation Program;
- Recharge Project;
- Land fallowing or land repurposing;
- Purchases of water;

- Other implementation of sustainable groundwater management;
- LAFCO options, status and progress;
- Collection of funds; changes in acres represented;
- Penalties; and
- Potential grants.

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

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

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

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

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

8. **TERM.** The Program shall begin no later than January 1, 2024, shall cover eligible mitigation as of January 31, 2020, and shall continue for the duration of the GSP Implementation Period through 2040, or until groundwater sustainability is achieved in the Chowchilla Subbasin or until terminated as provided in Section 9 below.

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

COUNTY

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

ASELLUS - MADERA VITIS, LLC

Devon Hammack 5 River Park Place East, Ste 460
→ 7108 N. Fresno Street, Suite 400 R
Fresno, CA 93720

With Copy to

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

Any Party may, by written notice to each of the other Parties, specify a different address for notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, three days after the postmark date. If sent by regular mail, the notice shall be deemed given five (5) calendar days 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 overnight courier. Notices transmitted by facsimile transmission or similar means (including email) shall be deemed delivered upon telephone or similar confirmation of delivery (confirmation report from fax machine is sufficient), provided a copy is also delivered via personal delivery or mail. If notice is received after 4:00 p.m. or on a Saturday, Sunday, or legal holiday, it shall be deemed received on the next business day.

10. **TERMINATION**. Either Party to this MOU may terminate it by giving the other Party thirty (30) days written notice. In the event this Agreement is terminated as a result of the implementation of an alternate Program in a final GSP, or by order of DWR or a court of competent jurisdiction, then unless Asellus - Madera Vitis, LLC has consented to the transfer of unused Program funds to a replacement program, Madera County shall, within sixty (60) days of termination, refund to Asellus - Madera Vitis, LLC, its prorated share of unused funding contributed therefrom.

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

COUNTY OF MADERA

Chairman, Board of Supervisors

ATTEST:

Clerk, Board of Supervisors

ASELLUS - MADERA VITIS, LLC

By: 
(Signature)

Jason Puchen
(Print Name)

Title: Vice President

Approved as to Legal Form:
COUNTY COUNSEL

Dale E.
By: Bacigalupi

Digitally signed by Dale E. Bacigalupi
DN: CN = Dale E. Bacigalupi email =
dbacigalupi@lozanosmith.com C =
US O = Lozano Smith
Date: 2024.05.07 16:13:44 -07'00'

ACCOUNT NUMBER(S)

Exhibit A

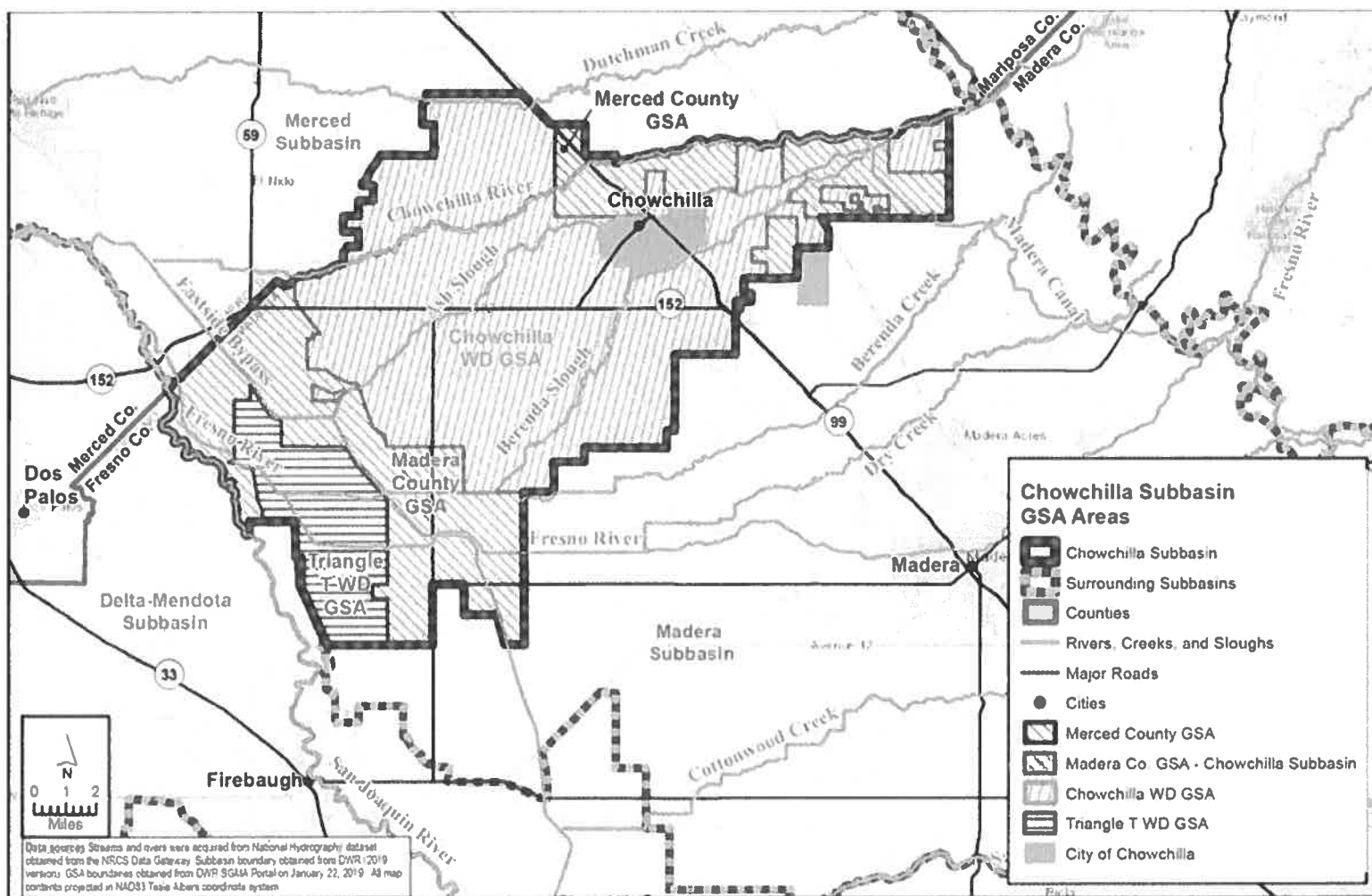


Exhibit B

APN	OWNER	ACRES
020-190-009	ASELLUS - MADERA VITIS LLC	884.25
020-220-003	ASELLUS - MADERA VITIS LLC	994.35
021-100-014	ASELLUS - MADERA VITIS LLC	913.07
021-100-016	ASELLUS - MADERA VITIS LLC	52.23
	Total Acreage	2843.90

Exhibit C

**APPENDIX 3.D. CHOWCHILLA SUBBASIN
DOMESTIC WELL MITIGATION PROGRAM
MEMORANDUM OF UNDERSTANDING**

Prepared as part of the
**Groundwater Sustainability Plan
Chowchilla Subbasin**

January 2020
Revised July 2022

GSP Team:
Davids Engineering, Inc
Luhdorff & Scalmanini
ERA Economics
Stillwater Sciences and
California State University, Sacramento

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

This Memorandum of Understanding ("MOU") is entered into this 26TH day of JULY 2022 (the "Effective Date"), by and between the Chowchilla Water District GSA (Chowchilla WD), Madera County GSA – Chowchilla (Madera County), Merced County GSA – Chowchilla (Merced County), and Triangle T Water District GSA (Triangle T WD), collectively hereinafter referred to as the "Parties," or individually as the "Party."

RECITALS

- A. **WHEREAS**, groundwater and surface water resources within the Chowchilla Subbasin of the San Joaquin Valley Groundwater Basin (DWR Bulletin 118 No. 5-022.05) (Subbasin) are vitally important resources, in that they provide the foundation to maintain and fulfill current and future environmental, agricultural, domestic, municipal, and industrial needs, and to maintain the economic viability, prosperity, and sustainable management of the Subbasin; and
- B. **WHEREAS**, agriculture has been prominent in making Madera County and Merced County one of the world's foremost agricultural areas and plays a major role in the economy of both Madera County and Merced County; and
- C. **WHEREAS**, in 2014 the California Legislature passed a statewide framework for sustainable groundwater management, known as the Sustainable Groundwater Management Act, California Water Code § 10720-10737.8 (SGMA), pursuant to Senate Bill 1168, Senate Bill 1319, and Assembly Bill 1739, which was approved by the Governor on September 16, 2014. and went into effect on January 1, 2015; and
- D. **WHEREAS**, the Subbasin has been designated by the California Department of Water Resources (DWR) as a high-priority subbasin in a condition of critical groundwater overdraft and is subject to the requirements of SGMA; and
- E. **WHEREAS**, SGMA requires that all medium and high priority groundwater basins in California be managed by a Groundwater Sustainability Agency (GSA), or multiple GSAs, and that such management be implemented pursuant to an approved Groundwater Sustainability Plan (GSP), or multiple GSPs; and
- F. **WHEREAS**, in accordance with Resolution No. 2016-17, Chowchilla Water District elected to become the exclusive GSA for those portions of the Subbasin as shown in Exhibit A; and
- G. **WHEREAS**, in accordance with Resolution No. 2017-014, the County of Madera elected to become the exclusive GSA for those portions of the Subbasin as shown in Exhibit A; and

- H. **WHEREAS**, in accordance with Resolution No. 2017-15, County of Merced elected to become the exclusive GSA for those portions of the Subbasin as shown in Exhibit A; and
- I. **WHEREAS**, in accordance with Resolution No. 17-7, Triangle T Water District elected to become the exclusive GSA for those portions of the Subbasin as shown in Exhibit A; and
- J. **WHEREAS**, on January 29, 2020, the Parties submitted a GSP to DWR; and
- K. **WHEREAS**, the Parties agree, and as SGMA allows, a transition to sustainability over the 20-year GSP Implementation Period is in the best overall interest of the Subbasin, although this approach is expected to result in some continued groundwater level declines during the GSP Implementation Period; and
- L. **WHEREAS**, the Parties agree that for the purposes of this MOU, "Domestic Wells" shall be limited to individual private domestic wells.
- M. **WHEREAS**, the Parties agree that as a result of the continued decline in groundwater levels anticipated to occur over the GSP Implementation Period, there may be adverse impacts to some domestic wells in the Subbasin.
- N. **WHEREAS**, the Parties have reviewed and considered the content and recommendations set-forth by Self-Help Enterprises, Leadership Counsel for Justice and Accountability, and the Community Water Center in their publication titled, "Framework for a Drinking Water Well Impact Mitigation Program."
- O. **NOW, THEREFORE**, in consideration of the mutual promises, covenants and conditions contained herein and these Recitals, which are hereby incorporated herein by this reference, the Parties agree to mitigate for domestic well impacts resulting from declining groundwater levels that occur from groundwater management activities outlined in the GSP through creation and implementation of a Domestic Well Mitigation Program (Program) as follows:

AGREEMENT

- 1. **PROPORTIONATE SHARE.** The Parties agree to fund the Program on a proportional basis consistent with that set-forth in Exhibit B. Each Party shall be responsible for its proportionate share of the funding requirements.
- 2. **FUNDING.** The Parties agree to fund the Program on an annual basis consistent with Section 9 set-forth herein. Estimated expenses through 2032 are set-forth in Exhibit C. Expenses for 2033 through 2040, or as may required until groundwater sustainability is achieved, shall be recommended by the GSP Advisory Committee and approved by the Parties no later than December 31, 2030.

3. **ACCOUNTING.** Annual funding shall be placed in an interest-bearing account managed by one of Parties.
4. **PROGRAM DEVELOPMENT COMMITTEE.** The Parties shall establish a Program Development Committee (Committee) that will oversee Program development consistent with Section 11. The Committee shall include at least one technical staff representative from each of the Parties. Decisions of the Committee shall be made through simple majority of the Committee. The Committee shall cease to exist upon the start date of the Program as set-forth in Section 10.
5. **PROGRAM ORGANIZATIONAL STRUCTURE.** Unless otherwise amended and approved by the Parties, the Program organizational structure shall be as shown in Exhibit D.
6. **BUDGET CYCLE.** The budget cycle of the Program shall be on a calendar year basis.
7. **BUDGET REVIEW.** Not less than once per year, the Parties shall convene a meeting of the GSP Advisory Committee to review Program implementation progress in that year and plan for Program implementation in the subsequent year.
8. **IN-KIND SERVICES.** Each Party is likely to provide in-kind services and subsequently incur in-kind costs as part of continued program development and management. Said costs shall be the responsibility of each Party unless otherwise agreed to by the Parties.
9. **FAILURE TO PAY.** The Parties recognize that any Party's failure to pay its respective share of any Annual Budget or budget increase when due, whether or not that Party's Governing Body approved the Annual Budget or the budget increase, places the Subbasin in jeopardy of being subject to intervention by the State Water Resources Control Board (SWRCB), including being designated on probationary status, and being subject to an interim plan promulgated by the SWRCB. Recognizing the importance of this Program, the parties agree to the following potential actions should any Party fail to pay consistent with this Section 9:
 - a. The Party that fails to pay shall be ineligible to vote on any subject or issue unless such failure is excused by the Committee through formal action and majority approval of the Committee. During any period of time during which a Party is ineligible to vote on a matter by reason of the application of this Section 9, such Party shall not be counted as a Party in determining a quorum, or in determining a "majority" with regard to the approval of any action. In order to restore its eligibility to vote, a Party must be current on all amounts due, including any expenditures approved by the Committee while such Party was ineligible to vote.

- b. Failure to pay shall be explicitly noted in the Annual Report for the Subbasin.
 - c. Within 10 days after such failure to pay, the Parties shall attempt in good faith to resolve the dispute through informal means for a period of 30 days. If the Parties, through informal means, cannot agree upon a resolution of the failure to pay within 30 days, the Parties shall submit the dispute to mediation prior to commencement of legal action. The cost of mediation shall be split equally between the Parties. Upon completion of mediation and if the dispute has not been resolved, any Party may exercise any and all rights to bring a legal action relating to the dispute.
10. **TERM.** The Program shall begin no later than January 1, 2023, shall cover eligible mitigation as of January 31, 2020, and shall continue for the duration of the GSP Implementation Period or until groundwater sustainability is achieved.
11. **PROGRAM ELIGIBILITY AND TERMS AND CONDITIONS.** The Parties agree to develop Program eligibility and terms and conditions for Program implementation as generally defined in Exhibit E. Said eligibility and terms and conditions shall include, but shall not be limited to:
- a. Definitions
 - b. Property eligibility
 - c. Property owner eligibility
 - d. Program application process
 - e. Preferred contractors
 - f. Preliminary inspection process
 - g. Program form development
 - h. Priority
 - i. Eligible mitigation
 - j. Non-eligible mitigation
 - k. Maximum mitigation award
 - l. Recordation of mitigation award
12. **PROGRAM MANAGEMENT.** Program management shall be facilitated by one of the Parties. If one of the Parties doesn't elect to program management duties and through recommendation of the GSP Advisory Committee and approval of the Parties, Program management shall be facilitated through a third party.
13. **ENVIRONMENTAL REVIEW.** The Parties agree to cooperatively complete any environmental review as may be determined necessary for Program implementation. Any costs associated with environmental review shall be per the proportionate share as set-forth in this MOU.

14. OTHER COSTS. Any and all other costs not specifically included in this MOU shall be attributed to the Parties per the proportionate share as set-forth in this MOU.

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

To Madera County:	County of Madera Stephanie Anagnoson 200 W 4 th Street, 4 th Floor Madera, CA 93637
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To Chowchilla WD:	Chowchilla Water District Brandon Tomlinson 327 South Chowchilla Blvd. Chowchilla, CA 93610
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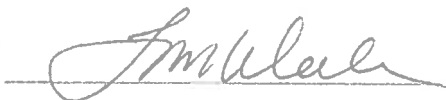
To Merced County:	County of Merced Lacey McBride 2222 M Street Merced, CA 95340
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To Triangle T WD:	Triangle T Water District Brad Samuelson P.O. Box 2657 Los Banos, CA 93635
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Any Party may, by written notice to each of the other Parties, specify a different address for notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, three days after the postmark date. If sent by regular mail, the notice shall be deemed given 48 hours after it is addressed as required in this section and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed given 24 hours after delivery to the Postal Service or overnight courier. Notices transmitted by facsimile transmission or similar means (including email) shall be deemed delivered upon telephone or similar confirmation of delivery (confirmation report from fax machine is sufficient), provided a copy is also delivered via personal delivery or mail. If notice is received after 4:00 p.m. or on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

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

County of Madera



7/26/2022
Date

Chowchilla Water District


Brandon Tomlinson

7/13/22
Date

County of Merced



JUL 19 2022
Date

Triangle T Water District



07/14/2022
Date

Approved as to Legal Form:
COUNTY COUNSEL

Michael
R. Linden
By: 
Digitally signed by: Michael R. Linden
DN: CN = Michael R. Linden,
email = mlinden@cozanosmith,
C = US, O = LOZANO
SMITH
Date: 2022.07.08 11:02:03 -
07'00'

APPROVED AS TO LEGAL FORM:
FORREST W. HANSEN
MERCED COUNTY COUNSEL

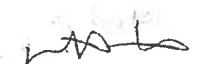
BY: 
Jeffrey B. Grant

EXHIBIT A

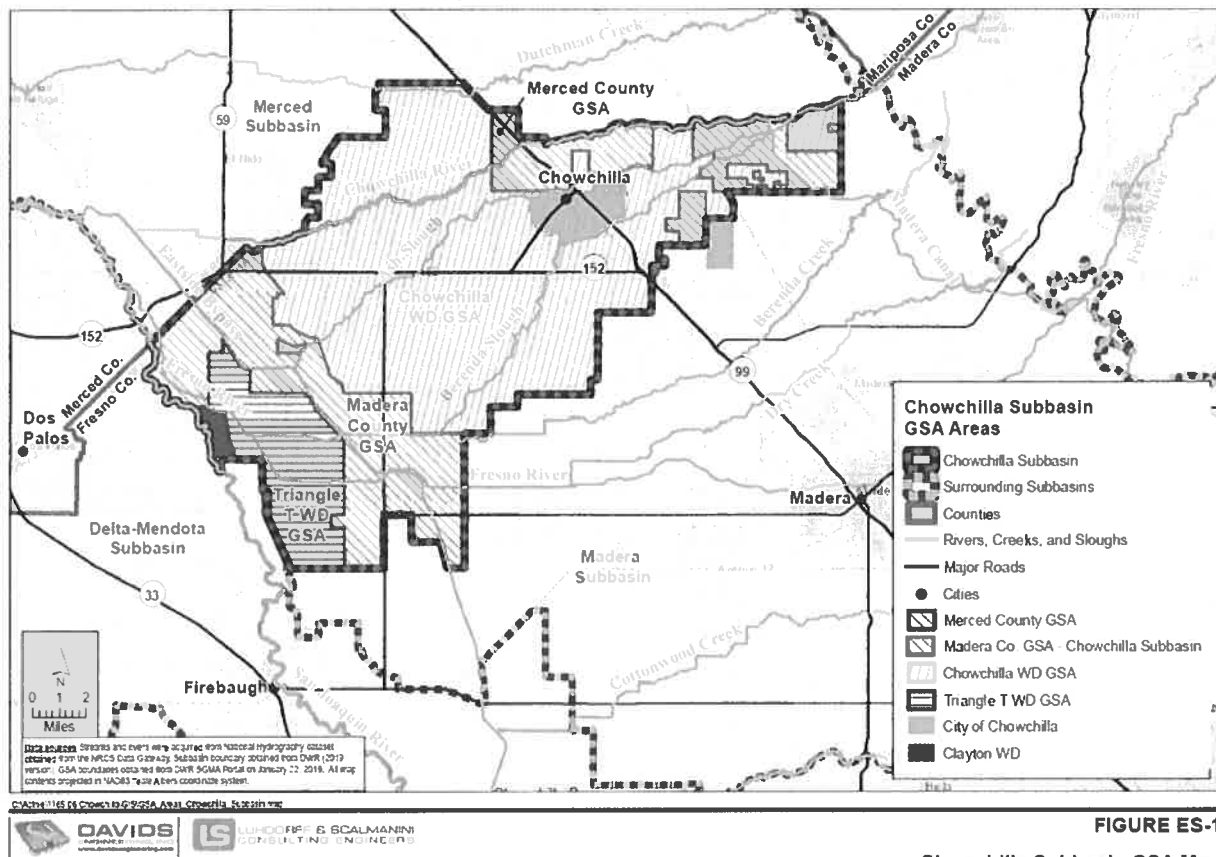


FIGURE ES-1

Chowchilla Subbasin GSA Map

Madera County - Chowchilla Subbasin
SGMA Data Collection and Analysis

EXHIBIT B

GSA	Average Shortage (AF) ¹	Net Recharge (AF) ²	Proportionate Share (%)
Chowchilla WD	22800	-22800	30%
Madera County ³	39700	-39700	53%
Madera County - Sierra Vista MWC ⁴	1800	-1800	2%
Merced County - Sierra Vista MWC ⁴	900	-900	1%
Triangle T WD	10200	-10200	14%
Subbasin Totals =	75400	-75400	100%

Notes:

¹ Average Shortage is defined as groundwater extraction minus total recharge from the SWS (deep percolation and seepage), thus a positive value indicates more water is taken from a subbasin than is recharging from the surface. This is equivalent to the inverse of Net Recharge from SWS as defined in some presentations and documents.

² Net Recharge is defined as total recharge minus groundwater extraction, thus a positive value indicates that more water is recharged from the surface than is taken from the surface.

³ Net Recharge summarized from the Madera County - East and Madera County West subregion water budgets developed for the Chowchilla Subbasin GSP.

⁴ Sierra Vista MWC spans the Merced County GSA - Chowchilla area (1,300 ac) and part of the Madera County GSA - Chowchilla area (2,600 ac). Total Sierra Vista MWC average shortage is 2,700 AF. Using the acreage distribution previously noted, one-third of the average shortage has been assigned to Merced County and two-thirds has been assigned to Madera County. Merced County will bill Sierra Vista MWC for their proportionate share (1%) for lands within Merced County.

EXHIBIT C

GSA ^{1,2}	Description	Proportionate Share ¹	FYE 2023	FYE 2024	FYE 2025	FYE 2026	FYE 2027	FYE 2028	FYE 2029	FYE 2030	FYE 2031	FYE 2032
Madera County	Capital Costs	55%	\$ 552,602	\$ 570,285	\$ 588,533	\$ 260,299	\$ 268,629	\$ 277,226	\$ 286,097	\$ 295,252	\$ 4,353	\$ 4,492
	Admin/Operating Costs		\$ 53,251	\$ 54,955	\$ 56,713	\$ 25,083	\$ 25,886	\$ 26,714	\$ 27,569	\$ 28,452	\$ 419	\$ 433
	Total Costs		\$ 605,853	\$ 625,240	\$ 645,246	\$ 285,382	\$ 294,515	\$ 303,940	\$ 313,666	\$ 323,704	\$ 4,772	\$ 4,925
Merced County	Capital Costs	1%	\$ 10,047	\$ 10,369	\$ 10,701	\$ 4,733	\$ 4,884	\$ 5,040	\$ 5,202	\$ 5,368	\$ 79	\$ 82
	Admin/Operating Costs		\$ 1,005	\$ 1,037	\$ 1,070	\$ 473	\$ 488	\$ 504	\$ 520	\$ 537	\$ 8	\$ 8
	Total Costs		\$ 11,052	\$ 11,406	\$ 11,771	\$ 5,206	\$ 5,373	\$ 5,545	\$ 5,722	\$ 5,905	\$ 87	\$ 90
Triangle T WD	Capital Costs	14%	\$ 140,662	\$ 145,163	\$ 149,808	\$ 66,258	\$ 68,378	\$ 70,567	\$ 72,825	\$ 75,155	\$ 1,108	\$ 1,144
	Admin/Operating Costs		\$ 14,066	\$ 14,516	\$ 14,981	\$ 6,626	\$ 6,838	\$ 7,057	\$ 7,282	\$ 7,516	\$ 111	\$ 114
	Total Costs		\$ 154,728	\$ 159,680	\$ 164,789	\$ 72,884	\$ 75,216	\$ 77,623	\$ 80,107	\$ 82,671	\$ 1,219	\$ 1,258
Chowchilla WD	Capital Costs	30%	\$ 301,419	\$ 311,064	\$ 321,018	\$ 141,982	\$ 146,525	\$ 151,214	\$ 156,053	\$ 161,047	\$ 2,375	\$ 2,450
	Admin/Operating Costs		\$ 30,142	\$ 31,106	\$ 32,102	\$ 14,198	\$ 14,653	\$ 15,121	\$ 15,605	\$ 16,105	\$ 237	\$ 245
	Total Costs		\$ 331,561	\$ 342,171	\$ 353,120	\$ 156,180	\$ 161,178	\$ 166,336	\$ 171,658	\$ 177,151	\$ 2,612	\$ 2,695
	% Responsibility	100%										
	Total Capital Costs		\$ 1,004,730	\$ 1,036,881	\$ 1,070,060	\$ 473,272	\$ 488,417	\$ 504,047	\$ 520,175	\$ 536,823	\$ 7,915	\$ 8,168
	Total Admin/Operating Costs		\$ 98,464	\$ 101,615	\$ 104,866	\$ 46,380	\$ 47,865	\$ 49,396	\$ 50,977	\$ 52,609	\$ 775	\$ 801
	Total Costs		\$ 1,103,194	\$ 1,138,496	\$ 1,174,926	\$ 519,652	\$ 536,282	\$ 553,443	\$ 571,152	\$ 589,432	\$ 8,690	\$ 8,968

Notes:

¹ Proportionate share is as determined in a spreadsheet prepared by Davids Engineering titled Chowchilla_Historical_Projected_Water_Budget_Shortage dated May 21, 2021

² Merced County, Triangle T WD, and Chowchilla WD GSA costs have been scaled from the Madera County GSA costs.

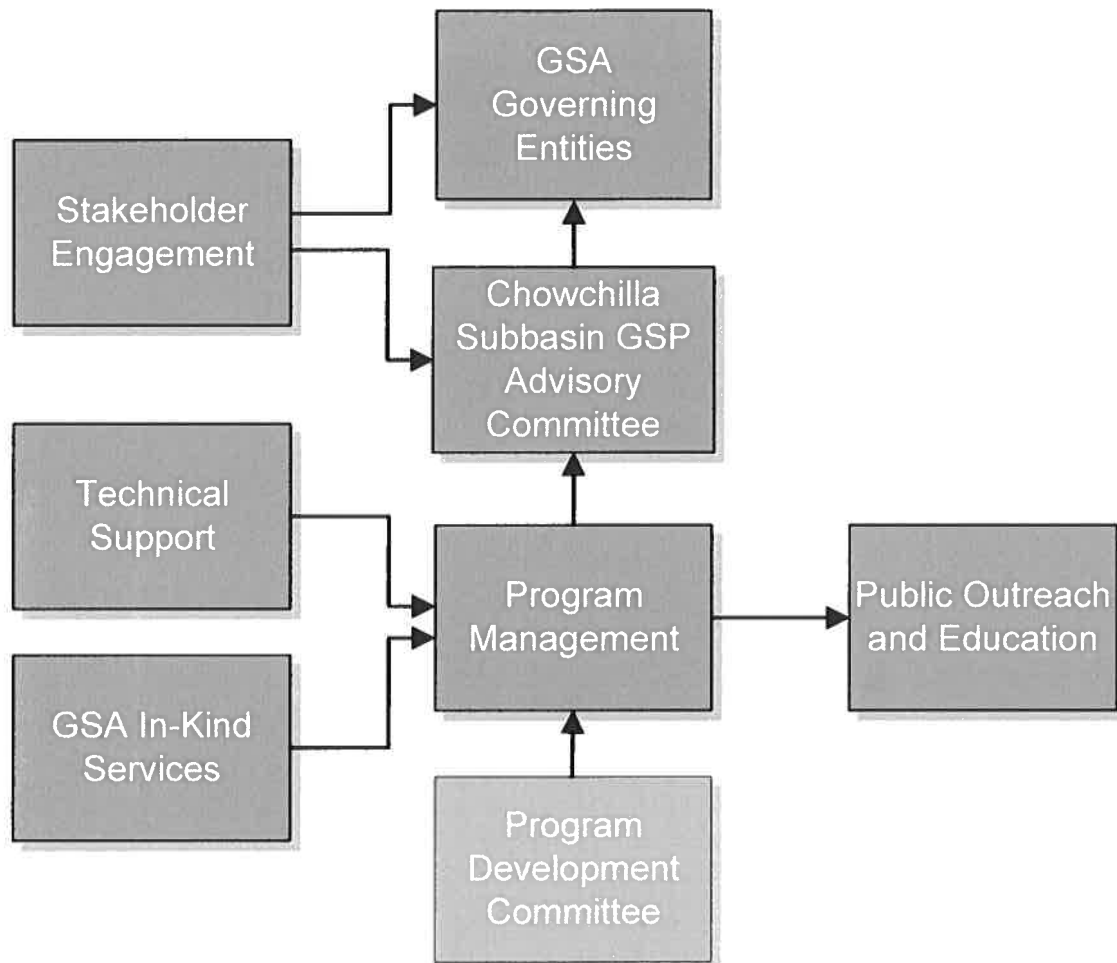
³ Sierra Vista MWC spans the Merced County GSA - Chowchilla area (1,300 ac) and part of the Madera County GSA - Chowchilla area (2,600 ac). Total Sierra Vista MWC average shortage is 2,700 AF. Using the acreage distribution previously noted, one-third of the average shortage has been assigned to Merced County and two-thirds has been assigned to Madera County. Merced County will bill Sierra Vista MWC for their proportionate share (1%) for lands within Merced County.

Exhibit D

Chowchilla Subbasin – Domestic Well Mitigation Program

Organizational Structure

June 6, 2022



Notes:

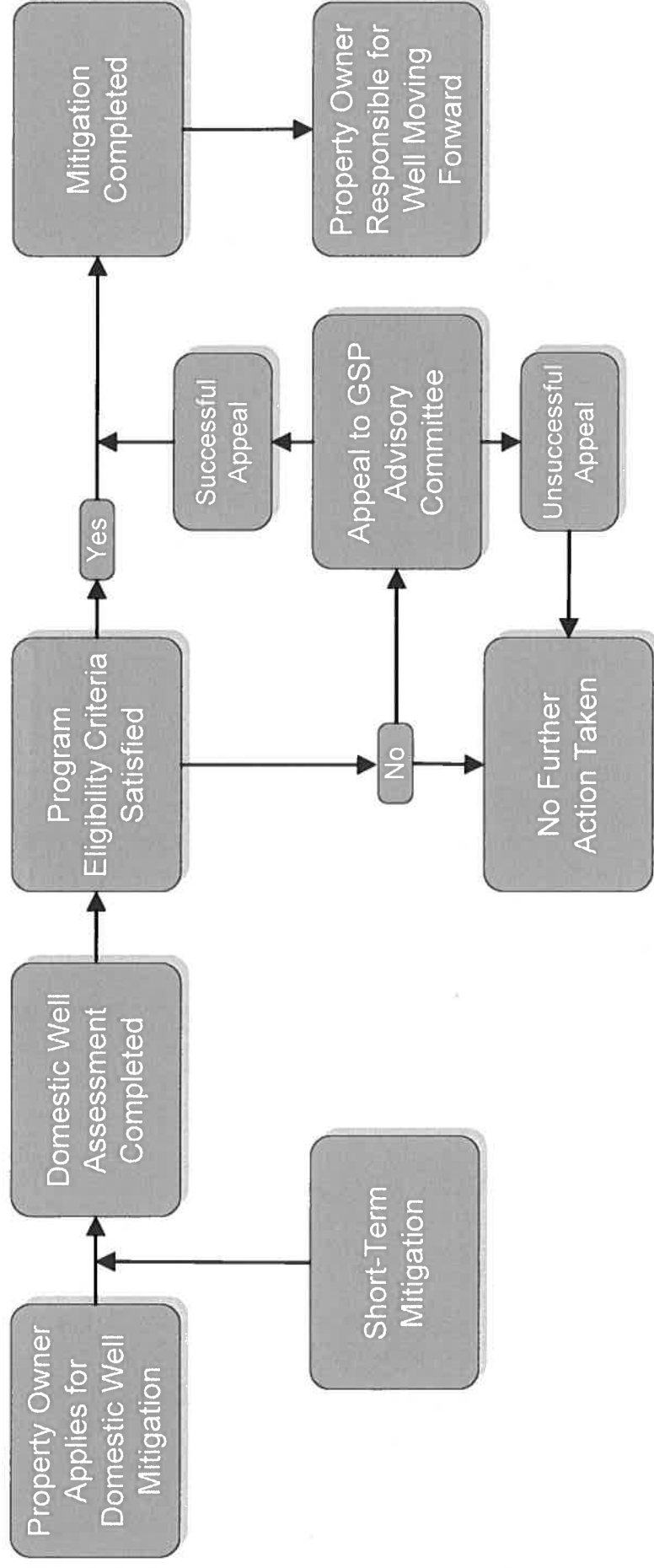
1. That shown herein is subject to revision by the Parties.
2. Public Outreach and Engagement is a necessary component as outlined by Self-Help Enterprises, Leadership Counsel for Justice and Accountability, and the Community Water Center in their publication titled, "Framework for a Drinking Water Well Impact Mitigation Program."
3. The Chowchilla Subbasin GSP Advisory Committee is as defined and established under Section 3 of the Memorandum of Understanding with Respect to the Coordination, Cooperation and Cost Sharing in the Implementation of Chowchilla Subbasin Groundwater Sustainability Plan entered into by the Parties on December 17, 2019.

Exhibit E

Chowchilla Subbasin – Domestic Well Mitigation Program

Implementation Flowchart

June 6, 2022



Notes:

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



Committee Members
Robert Macaulay
Jordan Wamhoff

ITEM 4.c

Date: September 15, 2026

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

From: Stephanie Anagnoson, Director of Water and Natural Resources

Subject: Consideration and recommendation to the Board of Directors to enter into a three-year contract for Water Years 2026-2028 MOU Cost Sharing for Madera Subbasin Groundwater Sustainability Plan (GSP) Annual Report, in the amount of \$196,000.00 with approximately \$160,000.00 reimbursed by other agencies.

DISCUSSION:

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

The seven Subbasin GSAs 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 GSPs and one Coordination Agreement. In reflection of ongoing coordination across the Subbasin and consistent with DWR’s guidance, the Subbasin’s GSAs have developed one coordinated joint GSP Annual Report for the Subbasin GSP.

The Parties entering the MOU agree to share the costs of preparing of the Water Year 2026 Madera Subbasin GSP Annual Reports, which include a Subbasin-wide Annual Report and a joint GSP Annual Report. The costs of the Annual Reports for Water Years 2026 through 2028 are estimated to be \$196,000, which is mostly reimbursed with this Cost Sharing Agreement. The reimbursed cost to the Madera County GSA over three years is \$160,000 of the joint GSP Annual Reports and is estimated to be \$37,417.16. Annual costs will be





Committee Members
Robert Macaulay
Jordan Wamhoff

ITEM 4.c

allocated among the Parties shown on the Table in Attachment “A”.

The term of this MOU 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 GSA cost is funded through the GSA Admin Fee.

ATTACHMENTS:

1. MOU Cost Sharing for the Water Year 2026 Madera Subbasin GSP Annual Reports.

AA



**MEMORANDUM OF UNDERSTANDING
WITH RESPECT TO THE COST SHARING FOR THE
WATER YEARS 2025-2028
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 years ("WY") 2026 through 2028, consistent with the requirements of SGMA, GSP regulations, and applicable guidance from DWR (the "Project"), whereby costs of the Subbasin-wide annual report are allocated equally among all Parties, and costs of the Joint GSP annual report supplemental document are allocated equally among the County, the City, MID, and MWD (collectively, the "Joint GSP GSAs").

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 2026 through WY 2028 Madera Subbasin GSP Annual Reports, which include, for each water year, 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.
- (c) Each Party's total financial responsibility under this MOU shall not exceed the amount shown for that Party in Exhibit "A," unless modified by written amendment pursuant to Section 8

3. **TERM**. This MOU shall be effective as of the Effective Date, and shall remain in effect until June 30, 2029.

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 Irrigation District
12152 Rd 28 ¼
Madera, CA 93637
(559) 673-3514

MADERA WATER DISTRICT:

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

ROOT CREEK WATER DISTRICT:

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

GRAVELLY FORD WATER DISTRICT:

Gravelly Ford Water District
1516 Howard RD #324
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 (confirmation report from fax machine is sufficient), provided a copy is also delivered via personal delivery or mail. If notice is received after 4:00 p.m. or on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

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.

//

//

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

Nick Clair

Digitally signed by: Nick Clair
DN: CN = Nick Clair email =
nclair@lozanosmith.com C = US
Date: 2026.09.09 14:43:25 -0700'

By: _____

EXHIBIT A

Exhibit A – Cost Breakdown for each GSA in the Subbasin (Water Years 2026-2028)

Water Year	Subbasin-wide Annual Report (All GSAs)	Joint GSP Supplemental Document (Joint GSP GSAs)	Total Estimated Fee
WY 2026	\$35,000.00	\$28,400.00	\$63,400.00
WY 2027	\$36,000.00	\$29,300.00	\$65,300.00
WY 2028	\$37,100.00	\$30,200.00	\$67,300.00
Total	\$108,100.00	\$87,900.00	\$196,000.00

GSA	WY 2026 Share	WY 2027 Share	WY 2028 Share	Total Financial Responsibility
MID	\$12,100.00	\$12,467.86	\$12,850.00	\$37,417.86
City of Madera	\$12,100.00	\$12,467.86	\$12,850.00	\$37,417.86
MWD	\$12,100.00	\$12,467.86	\$12,850.00	\$37,417.86
County of Madera	\$12,100.00	\$12,467.86	\$12,850.00	\$37,417.86
GFWD	\$5,000.00	\$5,142.86	\$5,300.00	\$15,442.86
RCWD	\$5,000.00	\$5,142.86	\$5,300.00	\$15,442.86
NSWD	\$5,000.00	\$5,142.86	\$5,300.00	\$15,442.86
Total =	\$63,400.00	\$65,300.00	\$67,300.00	\$196,000.00



Committee Members
Robert Macaulay
Jordan Wamhoff

ITEM 4.d

Date: September 15, 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 approve a three-year agreement with Davids Engineering for the Madera Subbasin Annual Report.

DISCUSSION:

Madera County, in coordination with multiple Groundwater Sustainability Agencies (GSAs) within the Madera Subbasin, is required to submit coordinated Annual Reports to the California Department of Water Resources (DWR) under the Sustainable Groundwater Management Act (SGMA). 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 GSP Annual Report supplemental document
- Compilation of all necessary documents for submission to DWR
- Coordination efforts with technical consultants from all involved GSAs

Tasks 1, 3, and 5 are for professional services to develop the Subbasin-wide Annual Report document with content relevant to the entire Madera Subbasin.

Tasks 2, 4, and 6 scope of services are to develop the Joint GSP Annual Report Supplemental Document.

The total annual cost for the services is estimated at \$63,400.00 for Water Year 2026. This amount encompasses all work done under Tasks 1 and 2 in the proposed agreement, which





Committee Members
Robert Macaulay
Jordan Wamhoff

ITEM 4.d

pertains to WY 2026 only.

The proposed agreement would extend the contract for three years for a total cost of \$196,000.00. This will cover Tasks 3 and 4 for WY 2027 and Tasks 5 and 6 for WY 2028. It is anticipated that the GSAs will share the costs of these tasks according to the 7-Party Cost Sharing Agreement.

FISCAL IMPACT:

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

ATTACHMENTS:

Dauids Engineering Agreement for Annual Reports WY 2026-2028

LT



MADERA COUNTY CONTRACT NO. _____
(Davids Engineering, Inc. Contract for Groundwater Sustainability Plan Annual Report
Development Services, Water Years 2026-2028)

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 July 13, 2026, to develop the Annual Report for water years 2026 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.

//

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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, 2029, 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 cost of Sixty-Three Thousand Four Hundred Dollars (\$63,400.00) to prepare the water year 2026 Annual Report, Sixty-Five Thousand Three Hundred Dollars (\$65,300.00) to prepare the water year 2027 Annual Report, and Sixty-Seven Thousand Three Hundred Dollars (\$67,300.00) to prepare the water year 2028 Annual Report, for a total amount not to exceed One Hundred Ninety-Six Thousand Dollars (\$196,000.00). CONSULTANT's compensation for each water year's Annual Report shall not exceed the estimated cost stated above for that report. 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.

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:

COUNTY

Stephanie Anagnoson, Director
County of Madera
Water and Natural Resources Dept.
200 West 4th Street
Madera, CA 93637

CONSULTANT

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 Directors

Clerk, Board of Directors

DAVIDS ENGINEERING, INC.

Approved as to Legal Form:
COUNTY COUNSEL

Nick Clair

Digitally signed by: Nick Clair
DN: CN = Nick Clair email =
nclair@lozanosmith.com C = US
Date: 2026.08.19 16:07:33
+0700

By: _____

By: _____

(Signature)

John R. Davids

(Print Name)

Title: _____

Principal Engineer

ACCOUNT NUMBER(S)

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: 07/13/2026

Subject: Madera Subbasin GSP Annual Reports for Water Years 2026-2028 – 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 year¹ (WY) 2026 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 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. Water year 2026 includes the period from October 1, 2025 through September 30, 2026.

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

- Total groundwater extractions for the reported water year
- Surface water supply used or available for use in the reported 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 detail about how the Plan 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 documenting 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 each year that the WY 2026 through WY 2028 Annual Reports are due, 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. Together with the Joint GSP Annual Report supplemental document, these will result in four GSP Annual Report supplemental documents. The four supplemental documents will be compiled with the coordinated Subbasin-wide Annual Report document 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 complete the following actions:

- 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 GSAs. 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 2024-2025 Annual Reports 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 each year to complete the Project for WY 2026 through WY 2028.

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) and seasonal low (fall) 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. Groundwater elevation contour maps will be prepared using the most recent measurements pending data availability.

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

Hydrographs from January 1, 2015, through the reported water year 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 the reported water year. In accordance with GSP regulations, these maps will represent spring-to-spring groundwater storage changes between spring of the preceding year and spring of the reported year. The resulting groundwater storage change maps will be reviewed in light of recent 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 the reported water year) will be developed based on the content 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 in coordination with the other three GSAs and their technical consultants.

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

The DE-LSCE Team will coordinate and manage 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 reported water year. It is assumed that the Madera-

Chowchilla Groundwater-Surface Water Simulation Model (MCSim) – which was refined through WY 2025 as a part of the 2025 Periodic Evaluation and WY 2024-2025 GSP Annual Reports – will be updated through the reported water year to quantify the water budget components. Consistent with the GSP regulations, water budget components will include:

- Groundwater extraction in the reported 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) in the reported water year, including that used for groundwater recharge and in-lieu use.
- Total water use in the reported water year, 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 anticipates up to four (4) two-hour coordination meetings each year during the development of the 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, submitted to DWR in coordination with the other three GSAs and their technical consultants (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 scope of services provided in this proposal is expected to be performed each year for WY 2026 through WY 2028 (three years total) according to the schedule provided in Section 3.4 and the cost proposal provided in Section 3.5.
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 the scope of services for WY 2026 through WY 2028 according to the schedule in Table 1. 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 Each Year for WY 2026 through WY 2028 Annual Reports, Including Key Milestones and Milestone Dates.

Milestone	Milestone Date
Notice to Proceed	October 2026
Draft Annual Report Document Submitted to Subbasin GSAs for Review (Each Year for WY 2026 through WY 2028)	Early March ¹
Comments on Draft Annual Report Document Received from Subbasin GSAs (Each Year for WY 2026 through WY 2028)	Mid-Late March ¹
Final Annual Report Document and Monitoring Data Submitted to DWR (Each Year for WY 2026 through WY 2028)	April 1 ¹

¹ Specific milestone dates will correspond with the Annual Report year. For WY 2026, milestone dates will occur in March-April 2027. For WY 2027, milestone dates will occur in March-April 2028. For WY 2028, milestone dates will occur in March-April 2029.

3.5 Cost Proposal

The estimated budget required to perform the scope of services for WY 2026 through WY 2028 is shown in Table 2. Estimated costs for the WY 2026 Annual Report were prepared and then escalated by 3% for each subsequent year through the WY 2028 Annual Report. 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. It is anticipated that the GSAs will share the costs of these tasks according to the cost-sharing arrangement shown in Table 3.

Table 2. Summary of Project Budget for WY 2026 through WY 2028 Annual Reports.

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 (WY 2026).	\$10,700	\$24,300	\$35,000
2	Develop the Joint GSP Annual Report Supplemental Document (WY 2026).	\$19,100	\$9,300	\$28,400
3	Develop the Subbasin-wide Annual Report Document with Content Relevant to the Entire Subbasin (WY 2027).	\$11,000	\$25,000	\$36,000
4	Develop the Joint GSP Annual Report Supplemental Document (WY 2027).	\$19,700	\$9,600	\$29,300
5	Develop the Subbasin-wide Annual Report Document with Content Relevant to the Entire Subbasin (WY 2028).	\$11,300	\$25,800	\$37,100
6	Develop the Joint GSP Annual Report Supplemental Document (WY 2028).	\$20,300	\$9,900	\$30,200
Total, WY 2026 (Tasks 1-2)		\$29,800	\$33,600	\$63,400
Total, WY 2027 (Tasks 3-4)		\$30,700	\$34,600	\$65,300
Total, WY 2028 (Tasks 5-6)		\$31,600	\$35,700	\$67,300

Table 3. Summary of GSA Cost Share for WY 2026 through WY 2028 Annual Reports.

Task Number (Applicable GSAs)	GSA							Total Financial Responsibility
	City of Madera	County of Madera	MID	MWD	GFWD	NSWD	RCWD	
1 (All GSAs)	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$35,000.00
2 (Joint GSP GSAs)	\$7,100.00	\$7,100.00	\$7,100.00	\$7,100.00	\$ -	\$ -	\$ -	\$28,400.00
Total, WY 2026 Tasks 1-2	\$12,100.00	\$12,100.00	\$12,100.00	\$12,100.00	\$5,000.00	\$5,000.00	\$5,000.00	\$63,400.00
3 (All GSAs)	\$5,142.86	\$5,142.86	\$5,142.86	\$5,142.86	\$5,142.86	\$5,142.86	\$5,142.86	\$36,000.00
4 (Joint GSP GSAs)	\$7,325.00	\$7,325.00	\$7,325.00	\$7,325.00	\$ -	\$ -	\$ -	\$29,300.00
Total, WY 2027 Tasks 3-4	\$12,467.86	\$12,467.86	\$12,467.86	\$12,467.86	\$5,142.86	\$5,142.86	\$5,142.86	\$65,300.00
5 (All GSAs)	\$5,300.00	\$5,300.00	\$5,300.00	\$5,300.00	\$5,300.00	\$5,300.00	\$5,300.00	\$37,100.00
6 (Joint GSP GSAs)	\$7,550.00	\$7,550.00	\$7,550.00	\$7,550.00	\$ -	\$ -	\$ -	\$30,200.00
Total, WY 2028 Tasks 5-6	\$12,850.00	\$12,850.00	\$12,850.00	\$12,850.00	\$5,300.00	\$5,300.00	\$5,300.00	\$67,300.00
Total, WY 2026 through 2028 Tasks 1-6	\$37,417.86	\$37,417.86	\$37,417.86	\$37,417.86	\$15,442.86	\$15,442.86	\$15,442.86	\$196,000.00

EXHIBIT B

Cost Sharing Agreement

**MEMORANDUM OF UNDERSTANDING
WITH RESPECT TO THE COST SHARING FOR THE
WATER YEARS 2025-2028
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 years ("WY") 2026 through 2028, consistent with the requirements of SGMA, GSP regulations, and applicable guidance from DWR (the "Project"), whereby costs of the Subbasin-wide annual report are allocated equally among all Parties, and costs of the Joint GSP annual report supplemental document are allocated equally among the County, the City, MID, and MWD (collectively, the "Joint GSP GSAs").

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 2026 through WY 2028 Madera Subbasin GSP Annual Reports, which include, for each water year, 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.
- (c) Each Party's total financial responsibility under this MOU shall not exceed the amount shown for that Party in Exhibit "A," unless modified by written amendment pursuant to Section 8

3. **TERM**. This MOU shall be effective as of the Effective Date, and shall remain in effect until June 30, 2029.

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 Irrigation District
12152 Rd 28 ¼
Madera, CA 93637
(559) 673-3514

MADERA WATER DISTRICT:

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

ROOT CREEK WATER DISTRICT:

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

GRAVELLY FORD WATER DISTRICT:

Gravelly Ford Water District
1516 Howard RD #324
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 (confirmation report from fax machine is sufficient), provided a copy is also delivered via personal delivery or mail. If notice is received after 4:00 p.m. or on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

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

Nick Clair

By: _____

Digitally signed by: Nick Clair
DN: CN = Nick Clair email =
nclair@jozanosmith.com C = US
Date: 2026.08.19 16:18:31
-07'00'

EXHIBIT A

Exhibit A – Cost Breakdown for each GSA in the Subbasin (Water Years 2026-2028)

Water Year	Subbasin-wide Annual Report (All GSAs)	Joint GSP Supplemental Document (Joint GSP GSAs)	Total Estimated Fee
WY 2026	\$35,000.00	\$28,400.00	\$63,400.00
WY 2027	\$36,000.00	\$29,300.00	\$65,300.00
WY 2028	\$37,100.00	\$30,200.00	\$67,300.00
Total	\$108,100.00	\$87,900.00	\$196,000.00

GSA	WY 2026 Share	WY 2027 Share	WY 2028 Share	Total Financial Responsibility
MID	\$12,100.00	\$12,467.86	\$12,850.00	\$37,417.86
City of Madera	\$12,100.00	\$12,467.86	\$12,850.00	\$37,417.86
MWD	\$12,100.00	\$12,467.86	\$12,850.00	\$37,417.86
County of Madera	\$12,100.00	\$12,467.86	\$12,850.00	\$37,417.86
GFWD	\$5,000.00	\$5,142.86	\$5,300.00	\$15,442.86
RCWD	\$5,000.00	\$5,142.86	\$5,300.00	\$15,442.86
NSWD	\$5,000.00	\$5,142.86	\$5,300.00	\$15,442.86
Total =	\$63,400.00	\$65,300.00	\$67,300.00	\$196,000.00



Committee Members
Robert Macaulay
Jordan Wamhoff

ITEM 4.e

Date: September 15, 2026

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

From: Stephanie Anagnoson, Director of Water and Natural Resources

Subject: Review and consideration of recommendation to Board of Directors of Domestic Well Mitigation Resolution Amendment

DISCUSSION:

The Domestic Well Mitigation Program (Program) was established to provide financial assistance to eligible homeowners whose domestic wells have been impacted by declining groundwater levels attributable to basin overdraft. The Program is intended to restore reliable domestic water service by funding either the installation of a replacement domestic well or, where appropriate, connection to an existing community water system.

While replacement domestic wells will continue to be the most common mitigation solution, connection to an existing community water system is generally the preferred long-term alternative whenever it is feasible. Community water systems are professionally operated and maintained, provide a reliable and regulated source of drinking water, eliminate future reliance on declining groundwater levels for the affected residence, and reduce the likelihood that the homeowner will require additional groundwater-related mitigation in the future. In many cases, connecting to an existing public water system provides a more sustainable and resilient solution than constructing another private domestic well.

Although connection to a community water system provides significant long-term benefits, it is also substantially more expensive than drilling a replacement domestic well. In addition to connection fees, projects often require construction of transmission or service lines, easement acquisition, meter installation, and other infrastructure improvements. As a result, total project costs frequently exceed the Program's current funding limit, making this preferred mitigation option financially unattainable for many otherwise eligible property owners.





Committee Members
Robert Macaulay
Jordan Wamhoff

ITEM 4.e

Staff has also found that properties located near existing community water systems may not satisfy certain Program eligibility requirements that were originally developed for replacement well projects. For example, the existing well may exceed the Program's maximum allowable age but still be experiencing groundwater-related impacts, or the cost of connecting to a community water system may substantially exceed the current funding cap despite representing the most effective long-term solution. Strict application of these requirements could prevent the Program from implementing the mitigation alternative that provides the greatest long-term benefit to both the property owner and groundwater sustainability objectives.

To better accommodate projects involving connection to an existing community water system, staff recommends amending the Domestic Well Mitigation Program to waive the maximum well age requirement and increase the maximum Program funding limit from \$35,000 to \$50,000 for those projects to provide an incentive to joining the system. These amendments recognize that connection to a community water system provides the most reliable and sustainable long-term mitigation solution but often involves costs that exceed those associated with drilling a replacement domestic well. The proposed changes will provide the flexibility necessary to implement this preferred mitigation option while ensuring that homeowners are not excluded due to eligibility criteria or funding limits that were originally established for replacement well projects.

FISCAL IMPACT:

This item is paid for by the Groundwater Sustainability Project fees and Groundwater over extraction penalties; there is no impact on the General Fund.

ATTACHMENTS:

Resolution Amending DWMP Madera Subbasin

JW



**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, on February 10, 2026, the County GSA Board of Directors adopted Resolution No. 2026-017, which amended the Domestic Well Mitigation Program to revise procedures to improve implementation of the Program;

WHEREAS, on April 14, 2026, the County GSA Board of Directors adopted Resolution No. 2026-041, which further amended the Domestic Well Mitigation Program to refine the Program rules, including providing that the maximum Program amount includes the reasonable components necessary to complete and operate a replacement domestic well;

WHEREAS, the Domestic Well Mitigation Program provides mitigation either through the drilling of a replacement domestic well or through connection to an existing community water system;

WHEREAS, connection to an existing community water system, where feasible, provides a more durable long-term source of domestic water than a replacement domestic well, and reduces the number of domestic wells that may be subject to future impacts from declining groundwater levels, thereby advancing the objectives of the Joint GSP;

WHEREAS, the County GSA desires to encourage eligible landowners to pursue connection to an existing community water system where feasible, and has determined that the age of an applicant's existing domestic well does not bear on the suitability of mitigation accomplished by connection to an existing community water system;

WHEREAS, the County GSA desires to amend the Domestic Well Mitigation Program to waive the age limitation applicable to an applicant's existing domestic well, and to increase the maximum Program amount, where mitigation is accomplished by connection to an existing community water system, 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, to approve individual Program projects meeting the criteria set forth in Exhibit "A," in amounts not the exceed Thirty-Five Thousand Dollars (\$35,000) where mitigation is accomplished by the drilling of a replacement domestic well, and not to exceed Fifty Thousand Dollars (\$50,000) where mitigation is accomplished by connection to an existing community water system, 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

Nick Clair
Digitally signed by: Nick Clair
DN: CN = Nick Clair email =
nclair@lozanosmith.com C = US
Date: 2026.08.19 16:42:58 -07'00'
By _____

EXHIBIT “A”

MADERA COUNTY GROUNDWATER SUSTAINABILITY AGENCY MADERA SUBBASIN 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. Where mitigation is accomplished by drilling a replacement domestic well, the existing domestic well must not have exceeded 30 years of age. The 30-year age limitation does not apply where mitigation is accomplished by connection to an existing community water system. 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

Program funding shall be managed to ensure that funds are used only for item directly related to restoring domestic water service to an eligible residence. Funding shall be used for all reasonable components necessary to establish a new functioning domestic well system or connection to an existing community water system that delivers water to the residence for domestic use as approved by the County GSA.

Examples of Authorized and Unauthorized well components include, but are not limited to the below.

Authorized

- Well drilling and installation of casing and sanitary seals
- Installation of a submersible pump (new or existing, if in good working order)
- Electrical wiring, conduit, and pump control components necessary to operate the domestic well

- Pitless adapter and wellhead fittings
- Pressure tank and pressure switch necessary to regulate household water pressure
- Trenching and installation of the water service line connecting the well to the residence
- Basic plumbing connections, valves, and appurtenances necessary to deliver water into the home
- Well completion activities, including system testing, startup, and disinfection
- Other reasonable and necessary components required to establish a functional domestic water supply system for the residence (e.g., minor fittings, connectors, or appurtenances integral to system operation)

Unauthorized

- Lowering pump, deepening, or modifying an existing well in lieu of replacement
- Installation of a well with capacity exceeding that necessary for domestic household use ("oversized well")
- Storage tanks not necessary for basic domestic service
- Electrical upgrades beyond those required to operate the domestic well
- Water lines or plumbing systems serving non-residential structures (e.g., barns, shops, or agricultural uses)
- Backup, standby, or redundant water supply systems
- Irrigation, landscaping, or other non-domestic water system components (including sprinkler system connections)
- Landscaping, site improvements, or aesthetic enhancements (e.g., decorative enclosures, concrete pads beyond functional necessity, fencing for non-operational purposes) around the well site
- Any costs, components, or improvements that are not directly and solely necessary to restore basic domestic water service to the residence (e.g., system upgrades for increased capacity, convenience features, or non-essential improvements)

Funding will also be available for the destruction of the existing well. Existing well components will be reused when appropriate. Program funding shall not be used for any item that serves a purpose other than delivering water to the home for domestic use, or that is upgraded or equipped to serve a non-domestic use (i.e., a dual-purpose system).

All work performed under the Program shall be coordinated and completed by contractors authorized by the County GSA. Costs associated with work performed independently by the homeowner or by contractors or subcontractors not authorized by the County GSA shall not be eligible for Program funding.

The Program provides funding of up to \$35,000 for the cost of drilling a new well, and up to \$50,000 for the cost of connecting to an existing community water system. Any costs exceeding this amount shall be the responsibility of the landowner.

If the home is sold within one year, 100% of Program costs must be repaid; if sold within one to two years, 50% of costs 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 deposit that will be credited toward payment if qualified. The deposit is non-refundable for applicants that do not qualify.
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 or contractors to perform the connection to an existing community water system. Two (2) bids must be from the Madera County GSA qualified well driller list. The County GSA will approve the landowners bid selection and authorize work to begin.
4. Payment: Payment shall be made to the landowner and/or selected contractor pursuant to an agreed upon schedule as provided in the Landowner Agreement.
5. Record: After completion, the mitigation record will be filed on the property deed with agreement terms.



Committee Members
Robert Macaulay
Jordan Wamhoff

ITEM 4.f

Date: September 15, 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: Review and consideration of recommendation to Board of Directors of Grant-funded Agreement Amendment with Davids Engineering for Talley Diversion Recharge Project

DISCUSSION:

The Madera County Groundwater Sustainability Agencies (GSAs) are currently implementing Groundwater Sustainability Plans (GSPs) for the Chowchilla, Madera, and Delta-Mendota Subbasins to achieve groundwater sustainability by 2040. The GSPs include a mix of projects and management actions that will lead to sustainable groundwater management. A key component of these GSPs is the development of projects that enable groundwater to recharge through in-lieu practices, Flood-MAR, and spreading basins. To aid in groundwater recharge project development, the County GSA is currently engaged in development of a strategic recharge plan and Implementation program.

The Project is located in the western portion of the Chowchilla Subbasin and lies solely within the management area shared with Triangle T Water District. Recharge activities will occur on lands adjacent to or within short proximity of the Chowchilla Bypass. As defined in the Chowchilla Subbasin GSP, the Project will divert flood flows from the Chowchilla Bypass in years when water is available and apply the water onto participating lands for Flood Managed Aquifer Recharge (Flood-MAR) and into a dedicated recharge basin for direct recharge.

The Project will construct a single Point of Diversion (POD) on the Chowchilla Bypass and build a conveyance pipeline to deliver the water to the participating agricultural lands. The combination of a recharge basin and 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. In addition, the combination of recharge methods into one project results in a 100% more cost-effective overall project.





Committee Members
Robert Macaulay
Jordan Wamhoff

ITEM 4.f

FISCAL IMPACT:

There is no fiscal impact to the general fund; all costs are paid by Prop 68 grant funds received from the Department of Water Resources.

ATTACHMENTS:

1. DE Contract Amendment Chowchilla Subbasin Recharge Project
2. Bidding & Construction Management - Chowchilla Subbasin Recharge Project 2
3. 100% Design and Bidding Support for the Talley Diversion Recharge Project

AA



MADERA COUNTY CONTRACT NO. _____
(Contract Amendment; Davids Engineering, Inc.
Contract for Groundwater Recharge Study)

THIS EIGHTH AMENDMENT 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. The parties previously executed Madera County Contract No. 11686-20 (the “Agreement”) on July 21, 2020, for the purpose of having CONSULTANT performed those services described in CONSULTANT’s May 15, 2020, Proposal (“First Proposal”) entitled “Recharge Study Consulting Services RFP 2020-06.” The Agreement terminates upon completion of the services outlined in the First Proposal, or June 30, 2023, whichever is sooner.

B. On August 17, 2021, the parties executed Madera County Contract No. 11686A-21 (the “First Amendment”), amending the Agreement to add services outlined in CONSULTANT’s Proposal (“Second Proposal”), dated July 29, 2021, for the development of a Temporary Emergency Recharge Plan (“Plan”).

C. On February 1, 2022, the parties executed Madera County Contract No. 11686B-21 (the “Second Amendment”), amending the Agreement to add services outlined in CONSULTANT’s Proposal for Professional Engineering Services – 30% Design for Projects 1 – Chowchilla Bypass Recharge for Subsidence and Flood Risk Reduction Phase 1 and East Madera Subbasin Recharge Phase 1 (“Third Proposal”), dated December 10, 2021 and CONSULTANT’s Proposal for Professional Engineering Services – Fairmead Groundwater Resilience Project (“Fourth Proposal”), dated January 7, 2022.

D. On July 12, 2022, the parties executed Madera County Contract No. 11686C-22 (the “Third Amendment”), amending the Agreement to add services outlined in CONSULTANT’s “Proposal for Professional Engineering Services” (the “Fifth Proposal”) dated April 29, 2022, for engineering services associated with 60% design for Projects 1 – Chowchilla Bypass Recharge for Subsidence and Flood Risk Reduction Phase 1 and East Madera Subbasin Recharge Phase 1.

E. On April 11, 2023, the parties executed Madera County Contract No. 11686D-23 (the “Fourth Amendment”) to add services outlined in CONSULTANT’s “Proposal for Professional Engineering Services” (the “Sixth Proposal”) dated February 21, 2023, for engineering services associated with 30% and 60% Designs for Chowchilla Subbasin Project 2- Madera County Eastside Bypass Flood Flow Recharge Program.

F. On September 12, 2023, the parties executed Madera County Contract No. 11686E-23 (the “Fifth Amendment”) to extend the term of the Agreement to June 30, 2027.

G. On August 6, 2024, the parties executed Madera County Contract No. 11686F-24 (the “Sixth Amendment”) to add services outlined in CONSULTANT’s “Proposal for Professional Engineering Services” (the “Seventh Proposal”) dated May 28, 2024, for engineering services associated with 30% and 60% Designs for Madera Subbasin Project 2 - Chowchilla Bypass Flood Water Recharge and “Proposal for Professional Engineering Services” (the “Eighth Proposal”) dated May 28, 2024, for engineering services associated with 100% Design and Environmental Compliance Permitting for Project 1 - Chowchilla Bypass Recharge for Subsidence and Flood Risk Reduction Phase 1.

H. On August 12, 2025, the parties executed Madera County Contract No. 11686G-25 (the “Seventh Amendment”) to add services outlined in CONSULTANT’s “Proposal for Professional Engineering Services” (the “Ninth Proposal”) dated July 1, 2025, for engineering services associated with 100% Design and Environmental Permitting for

Madera Subbasin Recharge Project 1; CONSULTANT's "Proposal for Professional Engineering Services" (the "Tenth Proposal") dated July 1, 2025, for Bidding and Construction Management – Chowchilla Bypass Recharge for Subsidence and Flood Risk Reduction Project 1; CONSULTANT's "Proposal for Professional Engineering Services" (the "Eleventh Proposal") dated May 2, 2025, for engineering services associated with 100% Design and Environmental Compliance Permitting for Chowchilla Subbasin Recharge Project 2; and CONSULTANT's "Proposal for Professional Engineering Services" (the "Twelfth Proposal") dated June 3, 2025, for engineering services associated with 30% and 60% Designs for Chowchilla Recharge Project 2 – Talley Diversion System.

I. Now, the parties desire to amend the Agreement to revise and expand the scope of services provided by CONSULTANT.

NOW, THEREFORE, the parties agree as follows:

AMENDMENTS

1. Section 2 ("Scope of Services") is amended to add and revise additional services to be provided by CONSULTANT as follows:

"CONSULTANT shall perform (a) those additional services described in its Proposal dated July 10, 2026 (the "Thirteenth Proposal"), attached herewith as Exhibit A (Proposal for 100% Design and Bidding Support for the Talley Diversion Recharge Project), and (b) those additional services described in its Proposal dated July 10, 2026 (the "Fourteenth Proposal"), attached herewith as Exhibit B (Proposal for Bidding and Construction Management – Chowchilla Subbasin Recharge Project 2)."

2. Section 3 ("Compensation and Invoicing") is amended to read as follows:

"CONSULTANT shall be compensated in an amount not to exceed:

- Six Hundred Fifty Thousand Dollars (\$650,000.00) for the First Proposal.
- One Hundred Eighty-Six Thousand Nine Hundred Sixty-Two Dollars (\$186,962.00) for the Second Proposal.
- One Hundred Seventeen Thousand Four Hundred Forty-Six Dollars (\$117,446.00) for the Third Proposal.
- Sixty-Six Thousand Seven Hundred Twenty Dollars (\$66,720.00) for the Fourth Proposal.
- Nine Hundred Thirty-Nine Thousand Five Hundred Seventy-One Dollars (\$939,571.00) for the Fifth Proposal.
- Four Hundred Eleven Thousand Four Hundred Sixty-Five Dollars (\$411,465.00) for the Sixth Proposal.
- Four Hundred Forty-Seven Thousand Five Hundred Eighty Dollars (\$447,580.00) for the Seventh Proposal.
- Sixty Thousand Three Hundred Thirty-One Dollars (\$60,331.00) for the Eighth Proposal.
- Eighty-Five Thousand Three Hundred Twenty-Five Dollars and Fifty Cents (\$85,325.50) for the Ninth Proposal.
- Three Hundred Eighty-Three Thousand Five Hundred Twenty-Eight Dollars (\$383,528.00) for the Tenth Proposal.
- One Hundred Eighty Thousand Dollars (\$180,000.00) for the Eleventh Proposal.
- Three Hundred Twenty-Six Thousand Four Hundred Seventeen Dollars (\$326,417.00) for the Twelfth Proposal.

- One Hundred Sixty-Five Thousand Dollars (\$165,000.00) for the Thirteenth Proposal, attached herewith as Exhibit A.
- Three Hundred Sixty-Six Thousand Seven Hundred Dollars (\$366,700.00) for the Fourteenth Proposal, attached herewith as Exhibit B.

(Referred to collectively herein as Proposals). CONSULTANT's total combined compensation for the Thirteenth and Fourteenth Proposals shall not exceed Five Hundred Thirty-One Thousand Seven Hundred Dollars (\$531,700). CONSULTANT's compensation under this Agreement, including the labor rates charged for work 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 Proposals. Also, CONSULTANT shall be solely responsible for compensating any of its sub-consultants under this Agreement."

3. Except as otherwise amended herein, all other provisions of the Agreement shall remain in full force and effect.

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

COUNTY OF MADERA

ATTEST:

Chair, Board of Directors

Clerk, Board of Directors

DAVIDS ENGINEERING, INC.

By: _____


(Signature)

JOHN R. DAVIDS

(Print Name)

Title: PRINCIPAL ENGINEER

Approved as to Legal Form:
COUNTY COUNSEL

Nick Clair

Digitally signed by: Nick Clair
DN: CN = Nick Clair email =
nclair@lozanosmith.com C = US
Date: 2026.09.09 16:33:25 -07'00'

By: _____

ACCOUNT NUMBER(S)



Proposal for Professional Engineering Services

To: Ms. Stephanie Anagnoson
Department of Water and Natural Resources
Madera County Groundwater Sustainability Agency

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

Date: 7/10/2026

Subject: Bidding & Construction Management - Chowchilla Subbasin Recharge Project 2

Davids Engineering, Inc. (DE) is pleased to provide this proposal to the Madera County Groundwater Sustainability Agency (County GSA) for professional engineering services associated with providing bidding support and construction management services for the Chowchilla Subbasin Recharge Project 2 (Project). While DE will complete the majority of work associated with construction management of the Project, a team of subconsultants will provide assistance within their specific areas of expertise as indicated below. DE, Environmental Science Associates (ESA), BSK, Provost and Pritchard (P&P), and Luhdorff and Scalmanini Consulting Engineers (LSCE), are collectively referred to as the DE Team.

- ESA will perform environmental surveys as required by Project permits
- BSK will perform soils and materials testing
- P&P will provide on-site inspection as well as construction staking and as-built surveys
- LSCE will perform test hole drilling and monitoring well evaluation and inspection

1 Project Overview and Objective

The Madera County Groundwater Sustainability Agencies (GSAs) are currently implementing Groundwater Sustainability Plans (GSPs) for the Chowchilla, Madera, and Delta-Mendota Subbasins to achieve groundwater sustainability by 2040. The GSPs include a mix of projects and management actions that will lead to sustainable groundwater management. A key component of these GSPs is the development of projects that enable groundwater recharge through in-lieu practices, Flood-MAR, and spreading basins. To aid in groundwater recharge project development, County GSA is currently engaged in development of a strategic recharge plan and implementation program.

The Project as identified in the strategic recharge plan includes the planning, design, environmental permitting, construction, construction management, monitoring, assessment, stakeholder outreach, and education associated with the construction a new turnout with appropriate conveyance to divert flood flows to approximately 420 acres of existing farmland for flood-managed aquifer recharge (Flood-MAR) and a dedicated groundwater recharge basin of approximately 65 acres in total area.

2 Project Approach

In completion of providing construction management services and bidding support for the Project, the DE Team proposes a comprehensive approach building off past and ongoing work being performed on behalf of the County GSA by the DE Team.

3 Project Proposal

3.1 Scope of Services

The scope of professional services includes work activities in three (3) tasks as set-forth below.

Task 1. Provide Bidding Support and Perform Preconstruction Activities

Upon completion of bid documents, the DE Team will assist County GSA staff with coordinating an on-site pre-bid meeting and publicly advertising the Project in accordance with the public bidding practices adopted by County GSA. Upon acceptance of public bids, the DE Team will provide support in reviewing received bids and making a recommendation of award.

The DE Team will advance the construction/implementation phase from bid award to the beginning of construction by coordinating with landowners, sending pre-construction notification to permitting agencies, and coordinating the pre-construction meeting. The DE team will also coordinate pre-construction surveys & reporting for permit compliance.

Deliverables:

- Recommendation of Award
- Pre-construction notifications to permitting agencies and landowners
- Pre-construction surveys and reports for permit compliance and documentation of pre-construction conditions
- Pre-construction meeting minutes

Task 2. Facilitate Construction Management

In performing construction management duties, the DE Team will provide the following:

- Engineering and management services during construction to ensure that the Project is built per the approved plans and specifications, meets the designer's intent, and methods, products, materials, and equipment used are pre-approved and documented.
- Day-to-day management of construction activities with the objective of 1) ensuring that contractual and design-related requirements are being met by the contractor, 2) construction-related costs and schedule are monitored and controlled, 3) construction activities are tracked, documented, and relayed to the County GSA staff and other project partners, and 4) the transitional stages (i.e., close-out and hand-over) of the Project are completed efficiently and effectively.
- Preparation of progress payments.
- Onsite oversight and inspection of construction activities as dictated by construction progress and focusing on critical stages of work, underground work prior to covering, and items requiring special inspection.

- Facilitate biological and permit compliance monitoring.
- Participate in one pre-, during, and post-construction site visit with the DWR Grant Manager and/or other representative of DWR as required.
- Construction staking consisting of one set of construction stakes to provide general layout allowing contractor to set line and grade for all Project features and components.
- Materials and soils testing to ensure work performed meets the project plans and specifications.
- Test hole drilling and downhole geophysical surveys for preparation of the monitoring well design.
- Analysis of monitoring well water quality post construction.

Deliverables:

- Construction documentation – daily reports, submittals, schedules, requests for information, progress payments, etc.
- Construction staking records
- Materials and soils testing records
- Preconstruction and Postconstruction photo documentation
- Site visit write ups
- Environmental compliance reports
- Investigation Summary Report

Task 3. Perform Construction Contract Close-Out

The DE Team will prepare a summary and reconciliation of all payments, certification of completion by the design engineer and a notice of final completion to close-out the construction contract. The Project Manager will review and confirm accuracy of the record/as-built drawings to indicate all changes made during the construction process. The Project Manager will complete the final close-out walk-through and inspection (with County GSA staff), including any permit inspections showing all commitments and compliance.

Deliverables:

- Record/As-built drawings
- Certification of completion
- Assistance in preparing the Grant Completion Report
- Notice of completion

3.2 Assumptions

- The DE Team will not be responsible for providing any legal advice, legal guidance and/or legal opinions.
- County GSA shall provide the DE Team with all landowner contact information as may be required.
- County GSA will work cooperatively with the DE Team and respond timely to the DE Team's information requests.
- County GSA will facilitate DE Team access to lands as may be required during completion of the work outlined in tasks 1 - 3.

- County GSA agrees that final implementation and subsequent use of the Project is contingent on successful environmental permitting, successful water rights permitting, and DWR approval as applicable in the grant agreement and the DE Team cannot guarantee completion of these items by a specified date.
- County GSA will provide legal review and/or assistance as may be required during completion of the work outlined in tasks 1 - 3.
- County GSA will be the lead for stakeholder outreach beyond that set-forth in tasks 1 - 3.
- County GSA will be the lead and facilitate landowner and/or GSA agreement preparation, review, and execution as may be required.
- Any and all fees associated with environmental permitting and CEQA will be the responsibility of CLIENT.
- Any and all fees associated with Project advertising will be the responsibility of CLIENT.
- Project work required and/or requested by the County GSA which is not covered in this proposal shall be paid for by the County GSA on a time and materials basis at the applicable DE Team rate then in effect.
- County GSA shall immediately notify the DE Team of any proposed and/or final changes to the grant agreement that materially impact the DE Teams ability to perform the work set-forth herein.
- County GSA shall be responsible for grant agreement administration.
- The DE Team reserves the right to augment the DE Team with additional team members and remove team members as may be required to facilitate successful Project completion.
- One set of construction stakes will be provided for each project feature (pump sump, control structure, pipelines, etc.). Any re-staking or staking outside of this scope of shall be paid for by the County GSA on a time and materials basis at the applicable DE Team rate then in effect.
- Only one round of water quality testing will be completed as a part of the monitoring well evaluation.
- County GSA will be responsible for review of certified payroll.
- The estimated need for construction oversight for the project is up to 60 field days, which is reflected in the fees outlined in this proposal. Services may include on-site observation during active construction activities as well as off-site support tasks such as coordination, documentation, review of contractor submittals, and progress tracking. Each field day is based on an 8-hour workday. Mileage will be reimbursed for required site visits only.

3.3 Schedule

DE will initiate this scope of work as soon as practically possible after receiving notice to proceed from County GSA. DE proposes to complete scope of work by April 30, 2027, or as mutually agreed between County GSA and DE. Deviations from the agreed upon schedule that occur during the work will be made known to County GSA as soon as practicable.

3.4 Cost Proposal

DE Team costs associated with performing tasks 1 – 3 as set-forth herein will be billed to the County GSA on a time and materials basis not to exceed \$353,800. Actual project costs will not be tracked on a task basis, nor will individual task budgets constrain charges for work performed up to the total estimated



budget. Table 1 below provides a Fee Summary by Task of the costs associated with the work contemplated herein.

TABLE 1. FEE SUMMARY

Task Number	Task Name	DE Labor Cost	Sub - Contractor Cost	Direct Cost	Estimated Total Cost
1	Provide Bidding Support and Perform Preconstruction Activities	\$33,100	\$5,400	\$200	\$38,700
2	Facilitate Construction Management	\$62,900	\$250,400	\$700	\$314,000
3	Perform Construction Contract Close-Out	\$14,000	\$0	\$0	\$14,000
Totals		\$110,000	\$255,800	\$900	\$366,700



Proposal for Professional Engineering Services

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

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

Date: July 10, 2026

Subject: 100% Design and Bidding Support for the Talley Diversion Recharge Project

Davids Engineering, Inc. (DE) is pleased to provide this proposal to the Madera County GSA (County GSA) for professional engineering services associated with 100% design and bidding support for the Talley Diversion Recharge Project (Project). Completion of 100% design will include additional diversion system design and technical specifications preparation to be performed by Provost and Pritchard Consulting Group (P&P). DE and P&P are collectively referred to as the DE Team.

1 Project Overview and Objective

The Madera County Groundwater Sustainability Agencies (GSAs) are currently implementing Groundwater Sustainability Plans (GSPs) for the Chowchilla, Madera, and Delta-Mendota Subbasins to achieve groundwater sustainability by 2040. The GSPs include a mix of projects and management actions that will lead to sustainable groundwater management. A key component of these GSPs is the development of projects that enable groundwater recharge through in-lieu practices, Flood-MAR, and spreading basins. To aid in groundwater recharge project development, the County GSA is currently engaged in development of a strategic recharge plan and implementation program.

The Project is located in the western portion of the Chowchilla Subbasin and lies solely within the management area shared with Triangle T Water District. Recharge activities will occur on lands adjacent to or within close proximity to the Chowchilla Bypass. As defined in the Chowchilla Subbasin GSP, the Project will divert flood flows from the Chowchilla Bypass in years when water is available and apply the water onto participating lands for Flood Managed Aquifer Recharge (Flood-MAR) and into a dedicated recharge basin for direct recharge. The Project will construct a single Point of Diversion (POD) on the Chowchilla Bypass and build a conveyance pipeline to deliver the water to the participating agricultural lands. The combination of a recharge basin and 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. In addition, the combination of recharge methods into one project results in a more cost-effective overall project.

2 Project Approach

In completion of the 100% design and bidding support of the Project, the DE Team proposes a comprehensive approach building off past and ongoing work being performed on behalf of the County GSA by the DE Team.

3 Project Proposal

3.1 Scope of Services

This scope of professional services includes work activities in five (5) tasks as set-forth below.

Task 1. Update Basis of Design Report – The DE Team will work closely with Madera County GSA staff and interested stakeholders to update the DRAFT Basis of Design (BOD) Report prepared as part of the 60% design. Upon completion of the BOD Report, the DE Team (including up to two DE team members) will facilitate one, 1-hour remote meeting with applicable County GSA staff to review the updated BOD Report and solicit input. Following the meeting with County GSA staff, the DE Team will finalize the BOD Report. The County GSA shall be responsible for conveying copies of the BOD Reports to the DWR Grant Manager as may be required.

Task 2. Integrate Environmental Compliance and Permits

DE will assist County GSA staff in review and incorporation of all environmental and encroachment permits into the bid documents. The County GSA shall be responsible for conveying copies of all required permits and any required CEQA documentation to the DWR Grant Manager. Any and all filing and permit application fees will be the responsibility of the County GSA.

Task 3. Prepare 100% Project Specifications and Bid Documents – The DE Team will prepare a complete working draft of the technical specifications for the Project. Technical specifications will be integrated into the bid documents to be used in the public bidding process. The technical specifications and bid documents will incorporate environmental constraints, avoidance measures or mitigation deemed necessary by permits applicable to the Project. Bid Documents provided by the DE Team will include Scope of Work, General Specifications, Technical Specifications, Engineers Estimate, Bid Quantities Sheet, and Design Drawings. The DE Team will assist the County GSA in developing the Construction Contract Agreement(s) and General Conditions.

County GSA staff will be responsible for sharing the draft specifications and bid documents with the DWR Grant Manager and subsequently sharing any and all comments from the DWR Grant Manager with the DE Team as applicable.

Task 4. Complete 100% Design Drawings – The DE Team will facilitate the completion of 100% Design Drawings for the Project. 100% Design Drawings will include full design of all Project components and relevant details. The 100% design drawings will incorporate environmental constraints, avoidance measures or mitigation measures deemed necessary as part of completion of Task 2.

Upon completion of the 100% Design Drawings, the DE Team (including up to two DE team members) will facilitate one, 1-hour remote meeting with applicable County GSA staff to review the 100% Design Drawings and solicit input. Following the meeting with the County GSA, the DE Team will finalize the 100% Design Drawings. County GSA staff will be responsible for sharing the 100% Design Drawings with the DWR Grant Manager and subsequently sharing any and all comments from the DWR Grant Manager with the DE Team as applicable.

Task 5. Update Engineer's Estimate of Probable Construction Cost (Engineer's Estimate) – Using the 100% Design Drawings, the DE Team will update the Engineer's Estimate. The Engineer's Estimate will reflect the scope of the Project as set-forth in the 100% Design Drawings, the requirements and standards set-forth in the Project specifications, measures required by permits and current construction costs.

The 100% Engineer's Estimate will be reviewed during the meeting facilitated as part of Task 4. Any Project scope changes stemming from the review shall be conveyed to the DE Team in writing.

3.2 Deliverables

1. Electronic copy of Final BOD Report
2. Electronic copy of 100% Design Drawings
3. Electronic copy of 100% Engineer's Estimate
4. Electronic copy of 100% Project Specifications and Bid Documents

3.3 Assumptions

- The DE Team will not be responsible for providing any legal advice, legal guidance and/or legal opinions.
- County GSA will be responsible for coordination with DWR Grant Manager as required.
- Any Project changes stemming from review meetings shall be conveyed to the DE Team in writing.
- Any and all filing and permit application fees will be the responsibility of the County GSA.
- Any and all mitigation (environmental or other) required will be the responsibility of the County GSA.
- County GSA will work cooperatively with the DE Team and respond timely to the DE Teams information requests.
- County GSA agrees that the DE Team can't guarantee timely action by the permitting agencies and therefore, any delay on behalf of the permitting agencies will impact the schedule set-forth in section 3.4 of this proposal.
- County GSA will facilitate DE Team access to lands as may be required during completion of the work outlined in tasks 1 - 5.
- County GSA agrees that final implementation and subsequent use of the Project is contingent on successful environmental permitting, successful water rights permitting, and DWR approval as applicable in the grant agreement and the DE Team cannot guarantee completion of these items by a specified date.

- County GSA will provide legal review and/or assistance as may be required during completion of the work outlined in tasks 1 - 5.
- County GSA will provide any templates or boiler plate documents necessary for completion of Task 3.
- Bid Documents provided by the DE Team will include Scope of Work, General Specifications, Technical Specifications, Engineers Estimate, Bid Quantities Sheet, and Design Drawings. The County GSA will be responsible for providing Construction Contract Agreement(s) and General Conditions.
- County GSA will be the lead for stakeholder outreach beyond that set-forth in this proposal.
- County GSA will be the lead and facilitate landowner and/or GSA agreement preparation, review, and execution as may be required.
- Project work required and/or requested by the County GSA which is not covered in this proposal shall be paid for by the County on a time and materials basis at the applicable DE Team rate then in effect.
- County GSA shall immediately notify the DE Team of any proposed and/or final changes to the grant agreement that materially impact the DE Teams ability to perform the work set-forth herein.
- County GSA shall be responsible for grant agreement administration.
- The DE Team reserves the right to augment the DE Team with additional team members and remove team members as may be required to facilitate successful Project completion.
- County GSA agrees that the DE Team will perform subsequent design and construction services associated with the Project through future task amendments.

3.4 Schedule

The DE Team will initiate the scope of work set-forth in this proposal as soon as practically possible after receiving a signed agreement from the County GSA.

3.5 Cost Proposal

DE Team costs associated with performing Tasks 1 – 5 as set-forth herein will be billed to the County GSA on a time and materials basis not to exceed \$165,000. Actual Project costs will not be tracked on a task basis, nor will individual task budgets constrain charges for work performed up to the total estimated budget. Table 1 below provides a Fee Summary by Task of the costs associated with the work contemplated herein.

TABLE 1. FEE SUMMARY

Task Number	Task Name	DE Labor Cost	Sub - Contractor Cost	Direct Cost	Estimated Total Cost
1	Update Basis of Design Report	\$5,830	\$0	\$0	\$5,830
2	Integrate Environmental Compliance and Permits	\$14,900	\$10,000	\$0	\$24,900
3	Prepare 100% Project Specifications and Bid Documents	\$58,230	\$10,000	\$0	\$68,230
4	Complete 100% Design Drawings	\$12,540	\$47,200	\$0	\$59,740
5	Update Engineer's Estimate of Probable Construction Cost	\$6,300	\$0	\$0	\$6,300
Totals		\$97,800	\$67,200	\$0	\$165,000



Committee Members
Robert Macaulay
Jordan Wamhoff

ITEM 4.g

Date: September 15, 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: Review and consideration of recommendation to Board of Directors for agreement and easement with Goose Pond Ag, Inc. related to grant-funded recharge

DISCUSSION:

The Sustainable Groundwater Management Act requires that each California groundwater basin be managed by a Groundwater Sustainability Agency, and that such management be implemented pursuant to an approved Groundwater Sustainability Plan. In accordance with The Sustainable Groundwater Management Act, the Chowchilla subbasin submitted a GSP in January of 2020, which showed a plan to achieve “sustainability” by the year 2040. A key component of the GSPs is the development of projects that enable groundwater recharge through in-lieu practices, Flood-MAR, and spreading basins.

This project is focused on the Eastside/Chowchilla bypass grant-funded recharge. This landowner and his property were chosen based on having existing planning work already completed and were in County GSA’s survey of interested acres for recharge. This is a grant-funded recharge project that has the responsibilities, costs, and benefits divided between both parties. The arrangement includes a basin built by the landowner and the project facilities built and owned by the Madera County GSA on the easement granted to Madera County GSA by the landowner.

The landowner is tasked with the active operation and maintenance of the project facilities, including the day-to-day operation and maintenance as well as the responsibility for addressing any immediate operational issues to maximize the effectiveness of groundwater recharge efforts.

Madera County GSA, as the facility owner, retains oversight responsibilities, ensuring that operations align with project goals and grant requirements and will perform all monitoring and reporting activities related to project performance with the landowner being responsible





Committee Members
Robert Macaulay
Jordan Wamhoff

ITEM 4.g

for addressing any immediate operational issues to maximize the effectiveness of groundwater recharge efforts.

The Project facilities are anticipated to be used into perpetuity by the owner with the ongoing and preventative maintenance work performed by staff or contractors as needed. The anticipated life of the Project is 50+ years.

FISCAL IMPACT:

There is no fiscal impact to the general fund; all costs are paid by a grant received from the Department of Water Resources.

ATTACHMENTS:

1. Landowner Agreement
2. CP2 Cost Share Analysis
3. CP2 Facilities

AA



MADERA COUNTY CONTRACT NO. _____

**LANDOWNER AGREEMENT FOR GROUNDWATER RECHARGE ACTIVITIES IN
THE COUNTY OF MADERA GROUNDWATER SUSTAINABILITY AGENCY –
CHOWCHILLA SUBBASIN**

**THIS LANDOWNER AGREEMENT FOR GROUNDWATER RECHARGE
ACTIVITIES WITHIN THE COUNTY OF MADERA GROUNDWATER
SUSTAINABILITY AGENCY - CHOWCHILLA SUBBASIN** (“Landowner Agreement”) is
made and entered into as of _____, 2026
by and between the County of Madera Groundwater Sustainability Agency – Chowchilla
Subbasin (“MADERA COUNTY GSA”), organized and existing under the Sustainable
Groundwater Management Act of 2014 Water Code Sections 10720-107237.8, and
Goose Pond Ag, Inc., a Florida not for profit corporation (“LANDOWNER”), each of
which is at times referred to individually as “Party” and all of which are at times
collectively referred to as “Parties.”

RECITALS

- A. The Sustainable Groundwater Management Act (“SGMA”) requires each California groundwater basin be managed by a Groundwater Sustainability Agency (“GSA”), or multiple GSAs, and that such management be implemented pursuant to an approved Groundwater Sustainability Plan (“GSP”) or multiple GSPs.
- B. Madera County is located within three subbasins (Chowchilla, Madera, and Delta-Mendota), designated by the California Department of Water Resources (“DWR”) as critically over-drafted and high priority.
- C. In accordance with Madera County Resolution No. 2017-014, Madera County elected to be the exclusive GSA for a portion of the Chowchilla subbasin.
- D. In accordance with Madera County Resolution No. 2017-015, Madera

County elected to be the exclusive GSA for a portion of the Madera subbasin.

E. In accordance with Madera County Resolution No. 2017-016, Madera County elected to be the exclusive GSA for a portion of the Delta-Mendota subbasin.

F. In accordance with SGMA, each of the Chowchilla, Madera, and Delta-Mendota subbasins submitted a GSP in January of 2020, which showed a plan to achieve “sustainability” by the year 2040.

G. The MADERA COUNTY GSAs (Chowchilla, Madera, and Delta-Mendota subbasins) are currently implementing the GSPs for the Chowchilla, Madera, and Delta-Mendota subbasins.

H. A key component of the GSPs is the development of projects that enable groundwater recharge as described in Exhibit B, attached hereto and incorporated herein by reference.

I. The MADERA COUNTY GSA received a Proposition 68 grant from DWR for construction of recharge facilities using a public-private partnership model.

J. LANDOWNER is willing to implement certain recharge activities on the LANDOWNER’s real property in accordance with the terms and conditions set forth herein, in order to assist MADERA COUNTY GSA with implementation of the GSP for the Chowchilla subbasin.

K. Participation by the LANDOWNER in this Landowner Agreement does not imply or guarantee participation in subsequent recharge activities by MADERA COUNTY GSA or the County of Madera. Moreover, LANDOWNER’s future eligibility for participation in recharge activities during the term of this Landowner Agreement is subject to the eligibility requirements and participation guidelines outlined in this Landowner Agreement.

L. MADERA COUNTY GSA and the LANDOWNER now desire to enter into an agreement for groundwater recharge activities subject to the terms and conditions of this Landowner Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and obligations set-forth herein, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. This Landowner Agreement shall begin on the date of the last signature and expire fifty (50) years after execution of this Landowner Agreement (“Initial Term”), unless sooner terminated. After the Initial Term, the Parties may mutually agree in writing to extend the term of this Landowner Agreement for additional ten (10) year terms.

2. This Landowner Agreement shall include recharge activities by the LANDOWNER on LANDOWNER’s real property located at 9511 Avenue 14 Madera, CA 93637 (APNs 043-030-014, 043-030-031, 043-030-005, 043-030-012, 043-030-011, 022-220-012, 043-030-019) with a mailing address of 301 East Main Street, Turlock, California 95380, (“Participating Land”) as described in Exhibit “A,” attached hereto and incorporated herein by reference, and by MADERA COUNTY GSA on the easement granted to MADERA COUNTY GSA by LANDOWNER, as a condition for this Landowner Agreement, located on Participating Land.

3. LANDOWNER agrees to participate in MADERA COUNTY GSA recharge activities on Participating Land as outlined in Exhibit “B,” (“Recharge Activity”), and subsequent refinements of MADERA COUNTY GSA recharge activities on the Participating Land during the term of this Landowner Agreement.

4. As a condition of this Landowner Agreement, LANDOWNER shall make an offer of dedication of land adjacent to the Eastside Bypass owned and operated by DWR for a groundwater recharge easement, including related access rights, (the "Easement") to MADERA COUNTY GSA. MADERA COUNTY GSA shall accept the offer of dedication and record the Easement deed, a copy of which is attached hereto in Exhibit "C," and incorporated herein by reference. The Easement deed shall be recorded by MADERA COUNTY GSA as soon as practicable after execution of this Landowner Agreement. MADERA COUNTY GSA shall deliver to Landowner a copy of the recorded Easement deed promptly after recordation thereof. All rights and obligations contained in the Easement deed, including GSA access rights, shall be effective immediately upon execution of this Landowner Agreement, provided that, concurrently with execution of this Landowner Agreement, the parties hereto shall execute and acknowledge the Easement deed and make same suitable for immediate recording.

5. MADERA COUNTY GSA shall construct on the Easement recharge facilities including a diversion facility, pipeline and pipeline to pump connection ("GSA Recharge Facilities") for the Participating Land. MADERA COUNTY GSA shall provide access to GSA Recharge Facilities to LANDOWNER during the term of the Landowner Agreement, subject to the limitations contained herein. Initial construction costs for GSA Recharge Facilities shall be the responsibility of MADERA COUNTY GSA, as detailed in Exhibit "D" ("Cost Share Summary"), attached hereto and incorporated herein by reference. Funding for construction costs is subject to the terms of the grant award from DWR ("Grant Agreement").

6. Landowner Obligations.

a. Construction of Landowner Recharge Facilities. LANDOWNER shall construct a recharge basin and all necessary infrastructure to enable groundwater recharge on Participating Land sufficient to satisfy the volumes set forth in Exhibit D attached hereto and as described in Exhibit H attached hereto ("Landowner Recharge Facilities"). Construction costs for Landowner Recharge Facilities shall be the responsibility of LANDOWNER as detailed in Exhibit "D." LANDOWNER shall be responsible for using commercially reasonable efforts to secure and construct any and all necessary or appropriate private encroachments through adjacent parcels for the diversion of recharge water to Participating Land, if needed, including all associated costs.

b. Completion Deadline. LANDOWNER shall complete construction of the Landowner Recharge Facilities, and the Landowner Recharge Facilities shall be operational and capable of receiving recharge water, no later than October 1, 2027 ("Completion Deadline"), subject to extension solely as provided in subsection (d).. For purposes of this paragraph, the Landowner Recharge Facilities shall be deemed operational if (i) all permits, approvals, and regulatory clearances necessary to construct Landowner Recharge Facilities and/or receive recharge water have been obtained and remain in effect, and (ii) the Landowner Recharge Facilities are physically connected to the GSA Recharge Facilities and capable of receiving the full project capacity of recharge water, notwithstanding the existence of customary punch-list items that do not impair operation. If MADERA COUNTY GSA is required to repay, return, or forfeit any grant funds as a result of the Landowner Recharge

Facilities not being completed and operational by the Completion Deadline (as extended under subsection (d)), LANDOWNER shall reimburse MADERA COUNTY GSA in an amount equal to the grant funds actually repaid, returned, or forfeited, together with any associated interest, penalties, and costs, within thirty (30) days of MADERA COUNTY GSA's written demand, except to the extent the failure to timely complete the Landowner Recharge Facilities was caused by MADERA COUNTY GSA. .

c. *Notice and Documentation.* LANDOWNER shall provide MADERA COUNTY GSA with written notice of completion, accompanied by reasonable documentation demonstrating operational status on or before the Completion Deadline. MADERA COUNTY GSA shall have thirty (30) days after receipt of such notice to inspect the Landowner Recharge Facilities and confirm completion.

d. *Extension for Delays Outside Landowner's Control.* The Completion Deadline shall be extended on a day-for-day basis for any delay arising from causes, any Force Majeure Event, not caused by LANDOWNER's act or omission. LANDOWNER shall provide MADERA COUNTY GSA with written notice of any claimed delay within thirty (30) days after LANDOWNER becomes aware of the cause, describing the cause and the anticipated length of delay. In no event shall extensions under this subparagraph (i) exceed twelve (12) months in the aggregate without the written consent of MADERA COUNTY GSA, or (ii) extend the Completion Deadline beyond the latest date that would allow MADERA COUNTY GSA to remain in full compliance with the terms of the Grant Agreement funding the GSA Recharge Facilities,

including any applicable construction, expenditure, performance, or reporting deadlines thereunder. MADERA COUNTY GSA shall, upon LANDOWNER's written request, provide LANDOWNER with reasonable information regarding the grant deadlines relevant to the Completion Deadline and shall keep LANDOWNER reasonably apprised of any updates or adjustments to such deadlines relevant to the Completion Deadline.

e. Failure to Meet Completion Deadline. Failure to obtain operational status by the Completion Deadline, as it may be extended under subsection (d) above, shall constitute a material breach of this Landowner Agreement subject to the notice and cure provisions of Paragraph 21. Upon any uncured breach, MADERA COUNTY GSA shall be entitled to all remedies available under this Landowner Agreement and at law or in equity.

7. LANDOWNER shall be solely responsible for any and all permitting or other regulatory requirements or approvals necessary to construct Landowner Recharge Facilities and/or receive recharge water, including all federal, state, County of Madera, and/or other local agency statutory or regulatory requirements.

8. The responsibilities for this grant-funded recharge project are divided between MADERA COUNTY GSA and LANDOWNER to ensure effective implementation and oversight as follows:

a. The GSA Recharge Facilities described in Exhibit "H," attached hereto and incorporated by reference, are owned by MADERA COUNTY GSA. MADERA COUNTY GSA shall retain ownership and ultimate authority over the grant-funded GSA Recharge Facilities to ensure the long-term integrity of the infrastructure and the alignment of the use of GSA Recharge Facilities with

regional sustainability goals. Subject to the mutual agreement of the parties hereto evidenced by prior written consent, MADERA COUNTY GSA may construct or allow the construction of additional recharge facilities in Easement to facilitate recharge to other parcels, and MADERA COUNTY GSA shall retain ownership and authority over all such recharge facilities provided same does not materially adversely affect LANDOWNER'S ability to operate and maintain the GSA Recharge Facilities and Landowner Recharge Facilities servicing the Participating Land. Landowner Recharge Facilities described in Exhibit "H" are owned by the LANDOWNER. LANDOWNER shall retain ownership and authority over the Landowner Recharge Facilities.

b. LANDOWNER shall be responsible for the day-to-day operation and maintenance of both the GSA Recharge Facilities and the Landowner Recharge Facilities. This includes managing daily operations, including but not limited to controlling water flow for recharge, ensuring equipment functionality, and performing routine upkeep to maintain the recharge facilities in optimal condition. LANDOWNER is responsible for ensuring the recharge facilities function properly and efficiently at all times to optimize recharge efforts on the Participating Land. Any ongoing maintenance or repair including catastrophic failures of either GSA Recharge Facilities or Landowner Recharge Facilities as identified in this Agreement during the term of this Landowner Agreement is the responsibility of the LANDOWNER. LANDOWNER shall pay for all operations, maintenance, and repair costs including but not limited to energy costs, parts, and labor, for the GSA Recharge Facilities and Landowner Recharge Facilities during the term of this Landowner Agreement.

c. LANDOWNER shall address and repair any operational issues in a commercially reasonable time to maximize the effectiveness of groundwater recharge efforts.

d. MADERA COUNTY GSA shall develop and provide reasonable maintenance and operation standards ("GSA Standards") for GSA Recharge Facilities and Landowner Recharge Facilities before completion of facility construction. GSA Standards shall be developed with input from LANDOWNER. All decisions regarding the GSA Standards shall be at the MADERA COUNTY GSA's reasonable discretion.

e. LANDOWNER shall operate and maintain the GSA Recharge Facilities and Landowner Recharge Facilities after construction for the term of this Landowner Agreement in line with the GSA Standards developed by MADERA COUNTY GSA. MADERA COUNTY GSA shall inspect GSA Recharge Facilities and Landowner Recharge Facilities at least annually between September 1st and October 31st to confirm compliance with the GSA Standards. MADERA COUNTY GSA shall provide at least twenty-four (24) hours' notice of the date and time of inspections, except in circumstances requiring immediate inspection to protect public health, safety, or welfare. LANDOWNER will be notified in writing within five (5) business days following the inspection regarding results of inspection. If GSA Recharge Facilities or Landowner Recharge Facilities fail to comply with GSA Standards, MADERA COUNTY GSA will notify LANDOWNER of necessary corrective work and provide a reasonable time for LANDOWNER to cure noncompliance. When LANDOWNER has completed corrective work, LANDOWNER will notify MADERA COUNTY GSA, who will

timely reinspect recharge facilities.

f. LANDOWNER shall not be eligible to receive recharge water until corrective work has been performed, and MADERA COUNTY GSA verifies compliance with the GSA Standards. If LANDOWNER fails to maintain, both, the GSA Recharge Facilities and Landowner Recharge Facilities in compliance with the GSA Standards for two (2) consecutive rainy seasons, MADERA COUNTY GSA may terminate this Landowner Agreement and disconnect Landowner Recharge Facilities from GSA Recharge Facilities.

g. MADERA COUNTY GSA will perform all monitoring and reporting activities related to recharge activities, including data collection, analysis, and submission of required reports to ensure compliance with the requirements of the Grant Agreement and to demonstrate the effectiveness of groundwater recharge activities.

h. Parties shall perform all operations and maintenance responsibilities outlined in this Landowner Agreement and as detailed in Exhibit "E" ("Operation and Maintenance Responsibilities"), attached hereto and incorporated herein by reference, and GSA Standards to ensure successful project implementation and operation of GSA Recharge Facilities and Landowner Recharge Facilities during this Agreement.

9. Parties understand recharge activities under this Landowner Agreement are subject to the terms of Grant Agreement including but not limited to monitoring requirements. Parties agree to participate in the monitoring program outlined in Exhibit "F," ("Monitoring Plan"), attached hereto and incorporated herein by reference. Moreover, Parties agree that the monitoring plan may be adjusted as necessary to

ensure compliance with grant requirements and applicable state, federal, and local law without written amendment of this Landowner Agreement, but with a minimum of sixty (60) days prior written notice to Landowner, including specific reference to the applicable law requiring the change; provided that where the change must take effect sooner to maintain compliance with applicable law or the Grant Agreement, MADERA COUNTY GSA shall provide as much prior written notice as is reasonably practicable.

10. Parties agree to share recharge yields resulting from recharge activities under this Landowner Agreement based on the costs and yield shares set forth in Exhibit "D."

11. Parties understand and agree that recharge yields will only be available during years with water available for recharge activities, which is not guaranteed by this Landowner Agreement or MADERA COUNTY GSA. MADERA COUNTY GSA's approval of this Landowner Agreement, construction of GSA Recharge Facilities, actions taken by either Party under this Landowner Agreement, and/or the LANDOWNER's receipt of recharge water at any time during the term of this Landowner Agreement shall not be construed as a guarantee, representation, or promise that the LANDOWNER will receive or continue to receive recharge water during the term of this Landowner Agreement or subsequent renewals. Subject to the foregoing, when recharge water is available for diversion through the GSA Recharge Facilities under MADERA COUNTY GSA's authorization to divert, MADERA COUNTY GSA shall exercise its discretion in good faith and shall not arbitrarily exclude LANDOWNER from, or unreasonably discriminate against LANDOWNER in, any allocation of available recharge water or diversion capacity among participating landowners served through the same diversion facility, taking into account operational and hydrologic conditions,

the capacity and condition of the applicable recharge facilities, the Grant Agreement, MADERA COUNTY GSA's GSP, and applicable law. Nothing in this Section obligates MADERA COUNTY GSA to divert any particular quantity of recharge water or to divert recharge water at any particular time, and nothing in this Section creates any right to the delivery of water.

12. MADERA COUNTY GSA makes no representation, guarantee, or warranty to LANDOWNER regarding the quantity, quality, or diversion times of recharge water during the term of this Landowner Agreement.

13. MADERA COUNTY GSA may discontinue or modify the diversion of recharge water: (a) to comply with the Grant Agreement or applicable state, federal, or local law, or with any order or directive of a court or governmental agency with jurisdiction, including flood control operations affecting the Eastside Bypass; (b) as reasonably necessary for the maintenance, repair, replacement, inspection, or safe operation of the GSA Recharge Facilities; (c) during any emergency threatening public health, safety, or property; or (d) during any period in which LANDOWNER's failure to perform its operation and maintenance obligations under this Landowner Agreement creates a risk of damage to the recharge facilities or of unsafe conditions. MADERA COUNTY GSA shall provide LANDOWNER written notice of any discontinuation or modification as soon as reasonably practicable, describing the basis and the anticipated duration. Any discontinuation or modification shall be limited to the period reasonably necessary, and MADERA COUNTY GSA shall resume diversion promptly once the basis for it no longer applies. No discontinuation or modification of diversion under this Section shall affect the Parties' other rights and obligations under this Landowner Agreement.

14. All recharge water diverted by MADERA COUNTY GSA shall be used solely for recharge purposes as described in Exhibit "B" on the Participating Land within the MADERA COUNTY GSA areas. LANDOWNER shall only use recharge water on Participating Land, and water cannot be transferred and/or sold to another party or property without prior written approval from MADERA COUNTY GSA and within the provisions of any water transfer policy having jurisdiction over LANDOWNER and the Participating Land.

15. LANDOWNER may request written permission from MADERA COUNTY GSA to allow adjacent landowners to connect to Landowner Recharge Facilities to facilitate additional recharge in adjacent properties. Permission to connect to Landowner Recharge Facilities shall be granted solely at the discretion of MADERA COUNTY GSA. Failure to receive written permission before connecting an adjacent property to Landowner Recharge Facilities or connecting a property after the MADERA COUNTY GSA denied the request, shall be a material breach of this Landowner Agreement and may at MADERA COUNTY GSA's discretion result in termination of this Landowner Agreement, subject to the notice provisions of Section 21 hereof.

16. Each Party, upon the request of the other Party, agrees to perform those acts and execute and/or provide those documents which are reasonably necessary to carry out the provisions of this Landowner Agreement.

17. To the fullest extent allowed by law, LANDOWNER shall defend, indemnify, and hold harmless MADERA COUNTY GSA, Madera County, their officers, Board of Directors, Board of Directors members, Board of Supervisors, Board of Supervisors members, 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 Landowner Agreement by LANDOWNER, its officers, employees, or agents, except to the extent that such damage, claim, or liability is proven to be caused by MADERA COUNTY GSA's negligence or willful misconduct in its performance of this Landowner Agreement.

18. To the fullest extent allowed by law, MADERA COUNTY GSA shall defend, indemnify, and hold harmless LANDOWNER, Manulife Financial Corporation, their respective subsidiaries, and all of their respective 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 Landowner Agreement by MADERA COUNTY GSA, its officers, Board of Directors, Board of Directors members, employees, or agents, except to the extent that such damage, claim, or liability is proven to be caused by LANDOWNER's negligence or willful misconduct in its performance of this Landowner Agreement.

19. This Landowner Agreement is binding on LANDOWNER and its successors-in-interest in and to the Participating Lands. No Party may assign, delegate, or otherwise transfer this Landowner Agreement, any interest therein, or the Party's rights or obligations under this Landowner Agreement without the prior written consent of the other Party, not to be unreasonably withheld, conditioned or delayed, except that LANDOWNER may transfer the agreement with a sale of the Participating Lands on fifteen (15) days prior notice to MADERA COUNTY GSA subject to the following. As a condition to any such transfer related to a sale of the Participating Lands, the transferee shall assume in writing all of LANDOWNER's obligations under this Landowner Agreement, in a commercially reasonable assignment and assumption agreement. LANDOWNER shall deliver to MADERA

COUNTY GSA written notice of the transfer, together with the executed assignment and assumption agreement, no later than thirty (30) days after the transfer. Upon the transfer and delivery of the executed assignment and assumption agreement, the transferring LANDOWNER shall be released from obligations under this Landowner Agreement first arising on the effective date of the transfer. The transferring LANDOWNER shall remain liable for all obligations arising before the effective date of the transfer, including any obligation to reimburse grant funds attributable to events occurring before the transfer in accordance with the express terms of this Agreement.

20. Parties may mutually agree in writing to terminate this Landowner Agreement.

21. If LANDOWNER breaches the terms of this Landowner Agreement, MADERA COUNTY GSA may terminate this Landowner Agreement with LANDOWNER, provided that MADERA COUNTY GSA shall provide notice to LANDOWNER of notice of the breach in specificity and notice of intent to terminate and provide LANDOWNER sixty (60) days to cure breach, provided if such cure reasonably takes longer than 60 days to make, Landowner shall not be in default hereunder if it has commenced such cure within the 60-day period and at all times thereafter proceeds diligently to complete such cure. MADERA COUNTY GSA shall be entitled to seek damages incurred by MADERA COUNTY GSA arising directly from LANDOWNER's default under this Landowner Agreement, including but not limited to seeking repayment of any grant funds disbursed before termination of this Landowner Agreement.

22. LANDOWNER warrants that no legal impediment exists which would

prevent the LANDOWNER from entering into and performing under this Landowner Agreement.

23. MADERA COUNTY GSA and LANDOWNER agree that each had the opportunity to consult with legal counsel regarding this Landowner Agreement. Any ambiguities with respect to any provision of this Landowner Agreement will be construed fairly as to all Parties and not in favor of or against any Party.

24. Neither this Landowner Agreement nor any provision hereof may be waived, modified, amended, or discharged, except by an instrument in writing signed by all Parties and approved by the MADERA COUNTY GSA Board of Directors.

25. This Landowner Agreement, and any exhibits attached hereto and incorporated by reference, shall constitute the entire agreement between MADERA COUNTY GSA and LANDOWNER 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 Landowner Agreement. No other agreement, oral or otherwise, regarding the subject matter of this Landowner Agreement shall be deemed to exist or to bind either of the Parties herein. The above-referenced recitals are integral to this Landowner Agreement and are hereby incorporated into the Landowner Agreement by reference.

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

COUNTY

County of Madera
Groundwater Sustainability Agency
200 West 4th Street
Madera, CA 93637

LANDOWNER

Goose Pond Ag, Inc.
c/o Manulife Investment Management Timberland
and Agriculture Inc
197 Clarendon Street, C-08-99
Boston, MA 02116-5010

With Copy to

Clerk of the Board
County of Madera
Groundwater Sustainability Agency
Board of Directors
200 West 4th Street Madera, CA
93637

With Copy to

Manulife Investment Management Timberland
and Agriculture Inc
301 E. Main Street
Turlock, CA 95380
Attention: Brandon Spain, AFM, CCA
Senior Regional Manager

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

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

29. Force Majeure.

- a. Neither party hereto shall be liable for any delay or failure in performing its obligations under this Agreement (other than payment obligations) to the extent such delay or failure is caused by events beyond the reasonable control of the affected party, including acts of God, extreme weather events which are materially more severe than those reasonably anticipatable for the season at the Participating Land based on historical record for the

preceding ten (10) years, natural disasters, floods, hurricanes, earthquakes, fires, epidemics, pandemics, war, terrorism, civil unrest, labor disputes, governmental actions, including, without limitation, delays in permitting or approvals, moratoriums, embargoes, sanctions, power outages, telecommunications failures, labor or material shortages, or other similar events ("Force Majeure Event"). Force Majeure Event does not include economic or market conditions (including increases in the cost of labor or materials and shortages of the same that could be overcome through commercially reasonable efforts, including procurement from alternative sources), financial inability to perform, or failure to timely apply for or diligently pursue permits and approvals.

- b. The affected party shall promptly notify the other party in writing of the Force Majeure Event, its expected duration, and the steps being taken to mitigate its effects. The affected party shall use commercially reasonable efforts to minimize the impact of the Force Majeure Event and resume performance as soon as reasonably practicable.
- c. During the continuance of the Force Majeure Event, the affected party's obligations shall be suspended to the extent impacted by the Force Majeure Event. If the Force Majeure Event continues for more than 180 consecutive days and materially impairs performance of this Agreement, either party may terminate this Agreement upon written notice to the other party without further liability, except for obligations accrued prior to the effective date of termination, and except as otherwise expressly provided in this Agreement.

d. Notwithstanding any other provision of this Section 29, nothing in this Section excuses, suspends, or terminates any obligation of LANDOWNER to reimburse grant funds under Section 6(b), all of which constitute payment obligations for purposes of subsection (a) and shall survive any termination under subsection (c), regardless of whether MADERA COUNTY GSA's obligation to repay, return, or forfeit grant funds arises before or after the effective date of termination.

30. Execution of this Landowner Agreement by LANDOWNER constitutes certification to MADERA COUNTY GSA that the signatory is authorized to execute this Landowner Agreement.

31. Upon execution of this Landowner Agreement, the Parties agree to record a Memorandum of Agreement included in this Landowner Agreement in Exhibit "G," attached hereto and incorporated herein by reference, in the real property records for the Participating Lands.

32. Insurance.

a. *Coverage Required.* Throughout the term of this Landowner Agreement, LANDOWNER shall procure and maintain, at its sole cost and expense, commercial general liability insurance covering their respective activities, operations, and use of the GSA Recharge Facilities and Landowner Recharge Facilities under this Landowner Agreement, including bodily injury, property damage, and operations coverage, with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Throughout the term of this Landowner Agreement, MADERA COUNTY GSA shall maintain commercial general liability coverage or a program of self-insurance (which may include participation in a joint powers authority risk-sharing pool) covering its activities and

operations under this Landowner Agreement, and workers' compensation coverage as required by California law. Each party shall also maintain workers' compensation insurance as required by California law.

b. Additional Insured.

- i. During the Term of this Agreement, such insurance coverage maintained by LANDOWNER shall name MADERA COUNTY GSA, the County of Madera, and their respective officers, Board of Directors, Board of Directors members, employees, and agents as additional insureds on the commercial general liability policy required under this section, on a primary and non-contributory basis with respect to any insurance or self-insurance maintained by MADERA COUNTY GSA or the County of Madera, with respect to liability arising out of or connected with the LANDOWNER's performance under or activities pursuant to this Landowner Agreement.
- ii. During the Term of this Agreement, if and to the extent MADERA COUNTY GSA maintains the coverage required under this section through one or more policies of commercial general liability insurance, such insurance coverage maintained by MADERA COUNTY GSA shall name LANDOWNER and its directors, officers, and employees as additional insureds on the commercial general liability policy required under this section, on a primary and non-contributory basis with respect to any

insurance maintained by LANDOWNER, solely with respect to liability arising out of MADERA COUNTY GSA's activities under this Landowner Agreement or its exercise of rights under the Easement..

c. *Periodic Adjustment.* The coverage limits and terms required under this section shall be reviewed and adjusted every five (5) years during the term of this Landowner Agreement to conform to the insurance requirements then imposed by the County of Madera for comparable public works operations and maintenance contracts. MADERA COUNTY GSA shall provide LANDOWNER with written notice of any adjusted requirements not less than ninety (90) days before the adjustment takes effect, and LANDOWNER shall provide evidence of compliant coverage before the adjustment effective date. In no event shall the required limits be reduced below the initial limits set forth in subparagraph (a).

d. *Certificates and Notice.* LANDOWNER shall provide MADERA COUNTY GSA with certificates of insurance and required endorsements evidencing the coverage required under this section before commencing any activities on the GSA Recharge Facilities or Landowner Recharge Facilities, and thereafter annually upon renewal of each policy. Each policy shall provide, or be endorsed to provide, that the insurer shall give MADERA COUNTY GSA not less than thirty (30) days' written notice before cancellation or material reduction of coverage, except ten (10) days' notice for cancellation due to non-payment of premium. Upon LANDOWNER's written request, MADERA COUNTY GSA shall provide reasonable evidence of the coverage described in subsection (b), which may include a memorandum of coverage or letter of self-insurance.

e. *Relationship to Indemnity.* The insurance required under this paragraph is independent of, and shall not limit, either party's indemnification obligations under Paragraph 17 and 18 or any other obligation of either party under this Landowner Agreement.

* * * * *

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

COUNTY OF MADERA GROUNDWATER
SUSTAINABILITY AGENCY

GOOSE POND AG, INC., a Florida not for
profit corporation

By: _____
(Signature)

Chair, Board of Directors

Oliver Williams IV
(Print Name)

ATTEST:

Title: President

Clerk, Board of Directors

Approved as to Legal Form:
COUNTY COUNSEL

By: **Nick
Clair** _____
Digitally signed by: Nick
Clair
DN: CN = Nick Clair email
= nclair@lozanosmith.com
C = US
Date: 2026.09.09
16:45:44 -07'00'

ACCOUNT NUMBER(S)

4924-0304-9103, v. 1

**EXHIBIT “A”
PARTICIPATING LAND**

Chowchilla Project 2 Goose Pond Ag – Triangle T

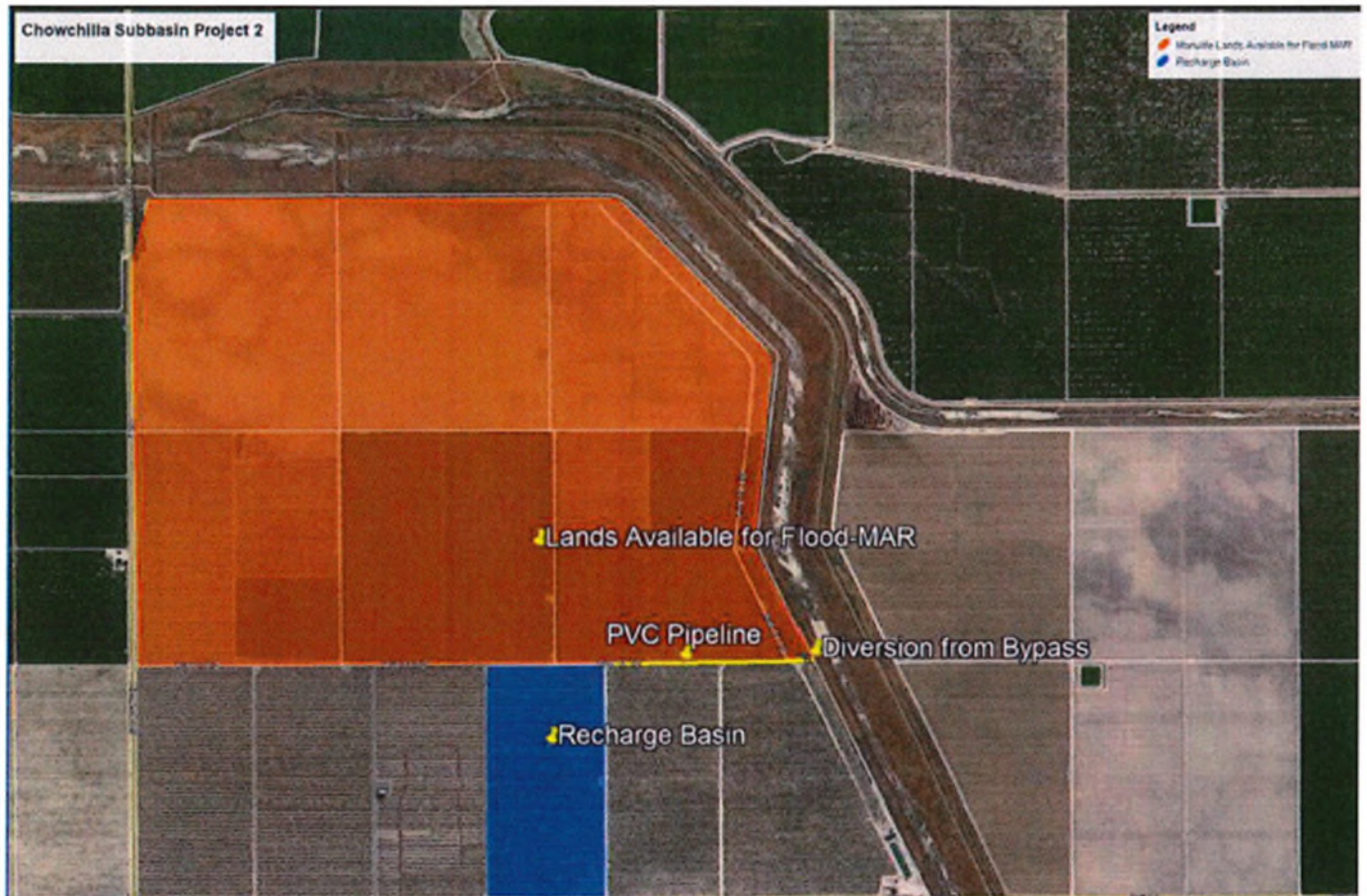


EXHIBIT “B”
RECHARGE ACTIVITY

Exhibit – B

RECHARGE

The County GSAs are currently evaluating several methods of enhancing recharge by diverting available flood water for recharge projects. The projects support the phased groundwater recharge plan for the Madera County GSA areas and will help to achieve the groundwater sustainability goal specified in the County GSPs. Recharge projects being evaluated include flood-managed aquifer recharge (Flood-MAR, or on-farm recharge), dedicated recharge or spreading basins, targeted in-lieu recharge opportunities (using flood water for irrigation instead of pumping groundwater), and others. The planning phase of the County's groundwater recharge plan will identify suitable locations for the recharge projects included in the GSP, determine the most cost-effective method to convey flood water to recharge locations, and refine GSP estimates of costs and benefits of recharge projects. Interactions between the recharge program and other projects and management actions will be evaluated. Projects will be ranked by cost effectiveness and scheduled for detailed design, permitting, environmental compliance and construction according to the ranking. The County is also identifying and pursuing funding opportunities to support recharge project construction.

“Groundwater recharge” or “recharge” is defined as the augmentation of groundwater by natural or artificial means. In other words, recharge occurs through water that percolates from the land surface downward through the soil to the water table. Examples include stream seepage, rainfall and irrigation water that percolates deeper than plant roots, and additional water applied to the land surface to percolate to the water table.

The first step in developing on-farm (Flood-MAR) recharge projects is to identify suitable lands that have high recharge potential and that are owned or managed by stakeholders willing to participate. The participants must be willing to allow their agricultural land to be flooded when flood waters are available. The County is working with interested stakeholders to secure appropriate easements for on-farm recharge, comply with the California Environmental Quality Act, and obtain required permits under local, state and federal laws and regulations.

In contrast to on-farm recharge projects, dedicated recharge basins require acquisition of land, or easements, to develop permanent recharge facilities. The County will identify potential sites in areas with

suitable soil and other subsurface conditions, assess feasibility, identify water supply and project partners, and pursue funding opportunities. Feasible recharge basin sites are near existing conveyance facilities and are cost-effective to develop. The County will assist in complying with the California Environmental Quality Act and obtaining required permits under local, state and federal laws and regulations.

Recharge, whether naturally occurring or enhanced through projects and management actions, can affect groundwater quality. For this reason, flood water and other water sources used for enhanced recharge must be of suitability quality and within standards defined for the project. Recharge can improve groundwater quality conditions by increasing the total volume of water in the groundwater system, thus diluting impaired or contaminated aquifers. However, when surface recharge mechanisms are used, recharge water percolating through soils and unsaturated sediments has some potential to mobilize pollutants from past and current land use activities, transporting these chemicals into the groundwater reservoir and causing contamination. Still, over the long-term enhanced recharge in Madera County is anticipated to improve regional groundwater quality through dilution, outweighing any possible short-term and localized adverse groundwater quality impacts. The need for monitoring in the areas of recharge projects will be evaluated, and such need will depend on site circumstances (especially proximity to domestic or public drinking water wells).

**EXHIBIT “C”
EASEMENT**

Recording requested by:

County of Madera
Madera County Groundwater Sustainability
Agency

When recorded, mail to:

County of Madera
Water and Natural Resources Department
Attn: Stephanie Anagnoson
200 W. 4th Street
Madera, CA 93637

No Documentary Transfer Tax per R&T Code § 11922
No Recording Fee per Government Code § 27383

EASEMENT DEED

(Groundwater Recharge — Sustainable Groundwater Management Act)

This Easement Deed ("Easement Deed") is made by Goose Pond Ag, Inc., a Florida not for profit corporation ("Landowner"), in favor of the County of Madera Groundwater Sustainability Agency (Chowchilla, Madera, and Delta-Mendota Subbasins) ("Madera County GSA").

RECITALS

A. Madera County GSA is the groundwater sustainability agency responsible for implementing the Sustainable Groundwater Management Act (Water Code § 10720 et seq.) ("SGMA") within the Chowchilla Subbasin.

B. Landowner owns the real property in Madera County described in Exhibit "B" attached hereto (the "Participating Land").

C. Landowner and Madera County GSA have entered into that certain Landowner Agreement for Groundwater Recharge Activities in the County of Madera Groundwater Sustainability Agency – Chowchilla Subbasin (the "Landowner Agreement"), under which Landowner agreed to dedicate the easement granted herein and which is incorporated herein by reference.

D. Landowner desires to dedicate, and Madera County GSA desires to accept, a perpetual easement for groundwater recharge and related purposes on the terms set forth herein, which terms are intended to be self-contained and to survive the termination or expiration of the Landowner Agreement.

NOW, THEREFORE, Landowner offers for dedication to Madera County GSA the easement and rights described below, and Madera County GSA, by its acceptance hereof, agrees to the terms applicable to it.

1. Grant of Easement; Purpose.

Landowner hereby grants for dedication to Madera County GSA a perpetual, non-exclusive easement in, on, over, under, across, and through the real property described in Exhibit "A" attached hereto (the "Easement Area"), for groundwater recharge and sustainable groundwater management purposes (the "Easement"). The Easement includes the right to divert, convey, spread, percolate, store, and recharge water, and to construct, install, operate, maintain, repair, replace, improve, inspect, and monitor the GSA Recharge Facilities and any additional recharge facilities within the Easement Area, together with all rights reasonably necessary to the full exercise and enjoyment of the rights expressly granted herein. Madera County GSA may construct or allow the construction of additional recharge facilities within the Easement Area to facilitate recharge to other parcels and shall retain ownership and authority over all such facilities.

2. Access.

Landowner grants Madera County GSA, its staff, agents, contractors, and assigns the right of ingress and egress to and from the Easement Area across and through the Participating Land, by existing roads and improved surfaces where available and otherwise by a reasonable route, for all purposes related to the exercise of the Easement, including construction, operation,

maintenance, repair, replacement, inspection, and monitoring of recharge facilities. This access right is appurtenant to the Easement, shall run with the land, and shall survive the termination or expiration of the Landowner Agreement. Madera County GSA acknowledges Landowner's agricultural use of the Participating Land and agrees that any vehicular ingress or egress by Madera County GSA, its staff, agents, contractors, and assigns shall not exceed a speed limit of ten (10) miles per hour.

3. GSA Recharge Facilities; Ownership.

"GSA Recharge Facilities" means the diversion facility, pipeline, pump connection, and related infrastructure owned by Madera County GSA, as more particularly described in Exhibit "C" attached hereto. The GSA Recharge Facilities are and shall remain the property of Madera County GSA, which shall retain ownership and ultimate authority over them to ensure the long-term integrity of the infrastructure and alignment with regional sustainability goals, notwithstanding their location on or affixation to the Participating Land. This provision shall survive the termination or expiration of the Landowner Agreement and run with the land.

4. Reservation; Limitations on Use.

Landowner reserves all right, title, and interest in the Easement Area that may be used and enjoyed for all purposes which do not unreasonably interfere with use or operation of the Easement. In exercising the Easement, Madera County GSA shall (a) comply with applicable law; (b) not materially interfere with Landowner's use and operations on the Participating Land; (c) schedule construction and non-emergency maintenance activities in reasonable coordination with Landowner so as to avoid material interference with active harvest operations on the Participating Land, provided that Landowner gives Madera County GSA written notice of anticipated harvest periods at least thirty (30) days in advance; and provided further that this subsection shall not apply to emergency work, work required to comply with applicable law, or work reasonably necessary to meet deadlines under the Grant Agreement.; and (d) following any construction or maintenance activity, restore the surface of disturbed areas to a condition reasonably comparable to their prior condition, to the extent practicable and consistent with the Easement's purpose. Madera County GSA hereby consents to Landowner's installation, maintenance and removal of improvements within the Easement area ("**Encroachments**") that do not unreasonably interfere with Madera County GSA's rights under this Easement Deed or with Madera County GSA's ability to access the GSA Recharge Facilities to perform the functions required by the Landowner Agreement. Such Encroachments shall be reasonably mobile, i.e., not permanently affixed to the land and shall be deemed the sole property of Landowner.

5. Maintenance; Allocation of Responsibility and Liability.

- (a) *During Term of Landowner Agreement.* During the term of the Landowner Agreement, Landowner shall operate, maintain, and repair the GSA Recharge Facilities as and to the extent provided in the Landowner Agreement.
- (b) *Following Termination of Landowner Agreement.* Upon the termination or expiration of the Landowner Agreement, Madera County GSA shall be responsible, at its sole cost, for the operation, maintenance, repair, and replacement of the GSA Recharge Facilities and for its exercise of the Easement. From and after such termination or expiration, Madera County GSA shall bear the liability arising from its operation of the GSA Recharge Facilities, any additional recharge facilities that it constructs and operates, and its use of the Easement, subject to Section 8 and to the immunities available to it as a public entity.

6. Intentionally deleted.

7. Insurance.

During the term of the Landowner Agreement, insurance shall be maintained as provided in the Landowner Agreement. Following the termination or expiration of the Landowner Agreement, Madera County GSA shall maintain commercially reasonable insurance or a program of self-insurance covering its operation of the GSA Recharge Facilities and its exercise of the Easement.

8. Indemnification.

(a) *By Madera County GSA.* To the fullest extent permitted by law, and subject to the immunities and limitations available to it as a public entity, Madera County GSA shall indemnify, defend, and hold harmless Landowner, Manulife Financial Corporation and their respective subsidiaries and all of their respective members, officers, employees, directors, managers, agents, successors and assigns from and against any and all claims (including bodily injury and death), liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) to the extent arising out of the (i) acts or omissions of Madera County GSA and its officers, agents, invitees and employees on the Participating Land; (ii) any breach of the Landowner Agreement or this Easement Deed by Madera County GSA; and (iii) Madera County GSA's exercise of the Easement or its operation of the GSA Recharge Facilities, except to the extent caused by the negligence or willful misconduct of Landowner.

(b) *By Landowner.* To the fullest extent permitted by law, Landowner shall indemnify, defend, and hold harmless Madera County GSA and Madera County and their respective governing boards, members of the governing boards, officers, agents, and employees from and against any and all claims (including bodily injury and death), liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) to the extent arising out of the (i) acts and omissions of Landowner, its subsidiaries, affiliates, officers, employees, agents, contractors, and invitees; and (ii) breach of the Landowner Agreement or this Easement Deed by Landowner, except to the extent caused by the negligence or willful misconduct of Madera County GSA.

(c) In no event shall either party hereto be liable to the other for indirect, consequential, punitive, exemplary or special damages in connection with any claim arising under this Easement Deed. The foregoing shall not limit either party's indemnification obligations under this Section 8 with respect to claims asserted by any person or entity other than a party hereto, including any such damages awarded to such a third party; or limit LANDOWNER's reimbursement obligations under Section 6(b) of the Landowner Agreement or MADERA COUNTY GSA's rights under Section 21 of the Landowner Agreement, which the parties acknowledge constitute direct payment obligations and direct damages, respectively.

(d) *Survival.* The obligations in this Section 8 shall survive the termination or expiration of the Landowner Agreement and this Easement Deed and shall run with the land.

9. No Public Dedication.

Nothing contained in this Easement Deed grants a dedication of any portion of the Participating Land to the general public or for any public use. No other right or privilege of any party hereto shall inure to the benefit of any third party, nor shall any third party be a beneficiary of any of the provisions of this Easement Deed, except as may be expressly provided herein.

10. Survival; Covenants Running with the Land; Successors.

The Easement and rights granted by this Easement Deed are perpetual. The provisions of this Easement Deed, including the grant of Easement, the access rights, the ownership of the GSA Recharge Facilities, the allocation of responsibility and liability, the indemnification obligations, and the insurance obligations, are intended to and shall survive the termination or expiration of the Landowner Agreement, shall bind and benefit the parties and their respective heirs, successors, and assigns, and shall run with the land. This Easement Deed is self-contained, and the termination or expiration of the Landowner Agreement shall not affect the Easement or any provision hereof.

GOOSE POND AG, INC., a Florida not for profit corporation

By: _____

Name: Oliver Williams IV

Title: President

Dated: _____, 2026

COUNTY OF MADERA GROUNDWATER SUSTAINABILITY AGENCY

By: _____

Name/Title: _____

Dated: _____, 2026

Exhibits: A — Legal Description of Easement Area; B — Legal Description of Participating Land; C — Description of GSA Recharge Facilities and Landowner Recharge Facilities.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of _____

County of _____

On _____ before me, _____, Notary Public, personally appeared Oliver Williams IV as President of Goose Pond Ag, Inc., a Florida not for profit corporation, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____(Seal)

EXHIBIT "A"

IRRIGATION PIPELINE EASEMENT

LEGAL DESCRIPTION

All that real property being a portion of Parcel No. 1 and Parcel No. 4 of those lands of Goose Pond Ag, Inc. as described in that Grant Deed filed for record on October 31, 1997 as Document Number 9729168, Madera County Records, said lands being a portion of Block 22 and the north half of Block 23 of Subdivision No. 2 of the Chowchilla Ranch as shown on the map thereof, filed for record in Book 3 of Maps at Page 9, Madera County Records, being more particularly described as follows:

Beginning at the northwest corner of Parcel 1 as shown on Parcel Map No. 2417, filed for record in Book 30 of Maps at Page 160, Madera County Records; thence along the west line of said Parcel 1, also being the east line of said Block 22; thence along said west line, South 00°35'11" East 5.63 feet; thence leaving said west line, the following (17) course:

1. South 89°17'16" West 574.27 feet;
2. North 45°42'41" West 32.48 feet;
3. North 00°42'44" West 671.74 feet;
4. North 89°03'51" East 30.00 feet;
5. South 00°42'44" East 659.37 feet;
6. South 45°42'41" East 7.63 feet;
7. North 89°17'16" East 561.91 feet to the northerly prolongation of the west line of said Parcel 1;
8. North 00°35'11" West 5.63 feet along said northerly prolongation;
9. Leaving said northerly prolongation, North 89°20'39" East 2211.54 feet;
10. North 63°28'33" East 28.95 feet;
11. North 26°31'27" West 10.00 feet;
12. North 63°28'33" East 75.00 feet to the easterly line of the 200.00 feet wide strip of land commonly known as the Chowchilla Canal;
13. South 26°31'27" East 50.00 feet along said easterly line;
14. Leaving said easterly line, South 63°28'33" West 75.00 feet;
15. North 26°31'27" West 10.00 feet;
16. South 63°28'33" West 35.84 feet;
17. South 89°20'39" West 2218.47 feet to the Point of Beginning.

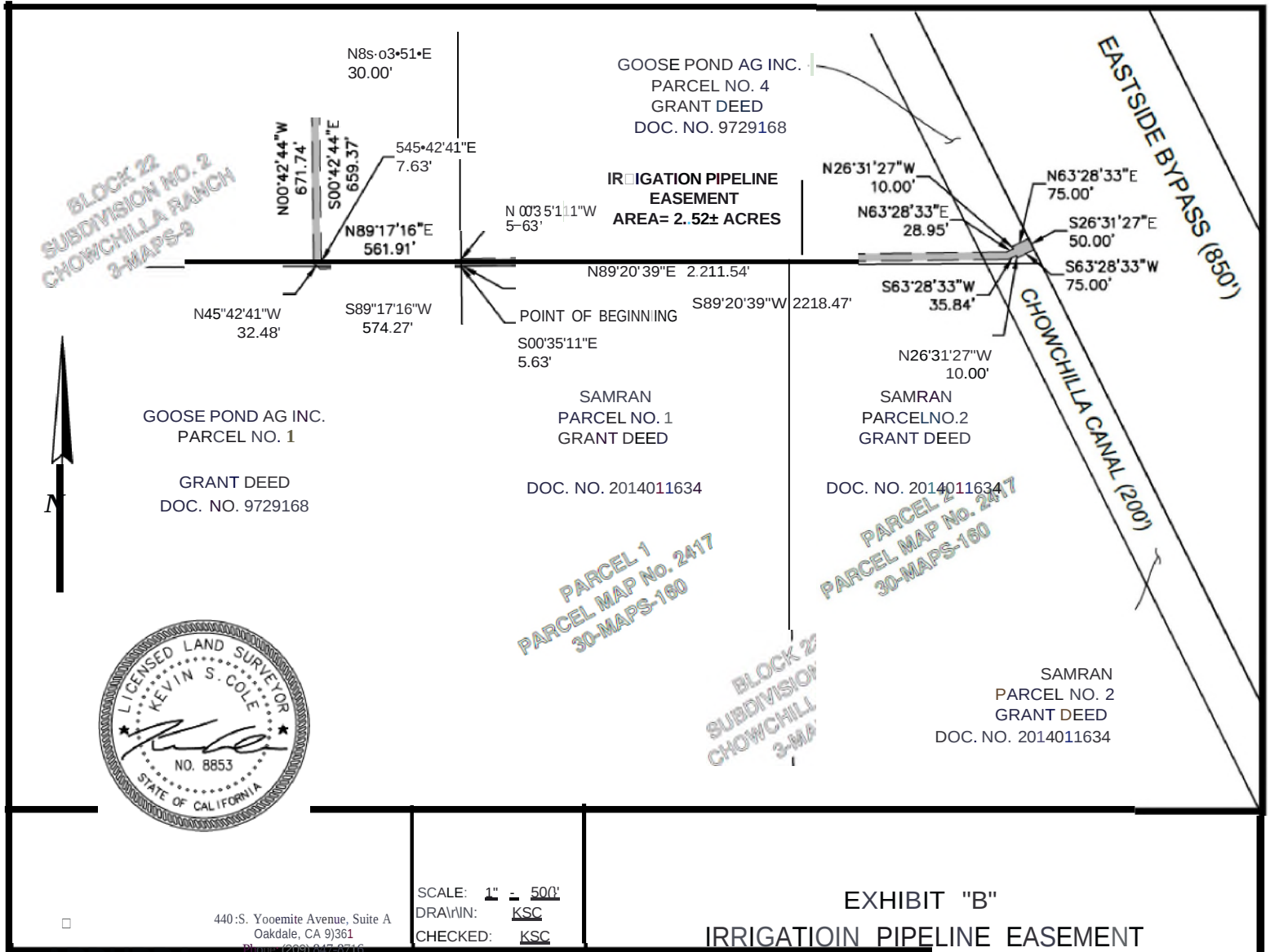
All as shown on attached Exhibit "B" and made a part hereof and containing 2.52 acres, more or less.

Bearings listed herein are based upon the North American Datum of 1983, NAD83 (2011).

END DESCRIPTION



EXHIBIT B IRRIGATION PIPELINE EASEMENT



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MADERA COUNTY, CALIFORNIA
SHEET: 2 OF 2

EXHIBIT “D”
COST SHARE SUMMARY

PROJECT INPUTS

CHOWCHILLA SUBBASIN RECHARGE PROJECT 2

This workbook is comprised of four (4) worksheets:

Worksheet 1, "Project Inputs" consists of the list of variables and assumptions that are utilized for the calculations contained herein.

Worksheet 2, "Cost and Maintenance" includes the most up to date construction cost estimate, as well as the annual maintenance cost estimates which are utilized in calculating the cost share between the contributing parties.

Worksheet 3, "Recharge Calculations" runs through the recharge that will occur through the project and determines the minimum required amount of land to be dedicated to Flood-MAR or a recharge basin to be utilized in cost share calculations as well.

Worksheet 4, "Cost Share Summary" presents the cost share analysis and takes into account: construction costs, annual operations and maintenances, land contributions for recharge, and easements for infrastructure.

Global Variables

Name	Value	Unit	Note
Project Life	50	yr	
Rate	3	%	

% Cost for Maintenance

Name	Value	Unit	Note
Earthwork	1	%	
Pipeline	1	%	
Infrastructure	1	%	
Mechanical	5	%	
Other	1	%	*Flowmeter, fish screen, etc

Life Spans for Replacement

Name	Value	Unit	Note
Earthwork	50	yr	
Pipeline	50	yr	
Infrastructure	50	yr	
Mechanical	20	yr	
Other	50	yr	*Flowmeter, fish screen, etc

Miscellaneous Inputs

Name	Value	Unit	Note
Replacement Included?	NO		Enter YES or NO
Project Year	2026		

Recharge Inputs

Name	Value	Unit	Note
Pump Capacity	20	CFS	
Recharge Event Duration	50	Days	typical recharge event duration
Frequency of Recharge Event	33.3	%	Once every three years
Recharge Credit	75	%	Water recharged that is not subsequently pumped based on MCGSA Recharge Policy
Typical Percolation Rate	0.35	ft/day	Generally the average recharge rate in the area is 0.35 ft/day
Basin Wetted Area	64.5	AC	Per basin design
Basin Max Volume	307	AF	Per basin design
Flood Mar Land Availability	25	%	Assume only 25% of acreage may be available due to farming/operational constraints
Total Landowner Acreage	420	AC	

Pump Operations

Name	Value	Unit	Note
Total Dynamic Head	24.23	ft	Per pipeline design
Cost of Electricity	\$ 0.26	\$/kW-hr	
Impeller & Bowl Asm Efficiency [E _i]	70	%	
Driver Efficiency [E _m]	95	%	

Easement

Name	Value	Unit	Note
Recharge Basin Footprint	80	AC	
Land Value	\$ 17,000	\$/AC	
Flood-MAR Duration	4	Months	
Pipeline Easement Width	30	feet	

CONSTRUCTION AND O&M COST ESTIMATES
CHOWCHILLA SUBBASIN RECHARGE PROJECT 2

	Input
	Calculation
###	Important Values

GRANT CONSTRUCTED FACILITIES COST ESTIMATE					
The values for NO. 1 are from a cost estimate prepared by Provost and Pritchard Consulting Group on February 12, 2026					
The values for NO. 2 are from a cost estimate prepared by Davids Engineering, Inc. on March 3, 2026					
NO.	Item Description	Quantity	Unit	Unit Cost	Extended Cost
1	Manulife Diversion Facilities/Pump Station				
	Clear and Grub	1	LS	\$ 4,200	\$ 4,200
	Excavate Low Water Level Channel	410	CY	\$ 8	\$ 3,280
	F&I Rip-Rap (Class II)	330	TON	\$ 90	\$ 29,700
	Excavate and Replace Earthen Material	4,350	CY	\$ 45	\$ 195,750
	Construct Fish Screen Concrete Vault	58	CY	\$ 2,500	\$ 145,000
	F&I Fish Screen (Dia = 14')	1	LS	\$ 120,000	\$ 120,000
	F&I 36" RGRCP ASTM C-361 D-25	159	LF	\$ 300	\$ 47,700
	Construct Gate Control Concrete Box	24	CY	\$ 2,500	\$ 60,000
	F&I 36" Slide Gate (H = 26')	1	EA	\$ 45,000	\$ 45,000
	Construct Reinforced Concrete Pump Box and Slab	40	CY	\$ 2,500	\$ 100,000
	F&I Class II Aggregate Base 3" Thick on Drive Road	7	CY	\$ 100	\$ 700
	Revegetation (SLB/ 1000SQFT)	14,252	SF	\$ 4	\$ 57,008
	Subtotal =				\$ 808,338
2	Manulife Pipeline Alignment				
	Clear and Grub	1	LS	\$ 19,500	\$ 19,500
	F&I 27" PVC PIP SDR 41	3,550	LF	\$ 137	\$ 485,640
	Shoring, Sheeting, and Bracing	1	LS	\$ 4,615	\$ 4,615
	F&I 15" Grower Turnouts and Appurtenances	1	LS	\$ 26,000	\$ 26,000
	Pump Station Manifold	1	LS	\$ 125,349	\$ 125,349
	Gravity Pipeline	1	LS	\$ 19,882	\$ 19,882
	Conveyance Pipeline Appurtenances	1	LS	\$ 124,295	\$ 124,295
	Pipe Stub Assembly	1	LS	\$ 13,194	\$ 13,194
	Basin Turnout	1	LS	\$ 75,198	\$ 75,198
	Subtotal =				\$ 893,674
	Total Base Cost =				\$ 1,702,012
	Mobilization/Demobilization, Bonds, Insurance, permits	5%			\$ 85,101
	Miscellaneous Facilities and Operations	3%			\$ 51,060
	Worker and Public Protection	2%			\$ 34,040
	Total Contract Cost =				\$ 1,872,214
	Construction Contingencies	10%			\$ 187,221
	Total Estimated Construction Cost=				\$ 2,059,435

GRANT CONSTRUCTED FACILITIES MAINTENANCE		
Category	Percent Annual Maintenance	Annual Maintenance Cost
Earthwork	1	\$ 42
Earthwork	1	\$ 33
Infrastructure	1	\$ 297
Earthwork	1	\$ 1,958
Infrastructure	1	\$ 1,450
Mechanical	5	\$ 6,000
Infrastructure	1	\$ 477
Infrastructure	1	\$ 600
Mechanical	5	\$ 2,250
Infrastructure	1	\$ 1,000
Earthwork	1	\$ 7
Earthwork	1	\$ 570
Subtotal =		\$ 14,683
Earthwork	1	\$ 195
Pipeline	1	\$ 4,856
Other	1	\$ 46
Mechanical	5	\$ 1,300
Mechanical	5	\$ 6,267
Pipeline	1	\$ 199
Pipeline	1	\$ 1,243
Pipeline	1	\$ 132
Pipeline	1	\$ 752
Subtotal =		\$ 14,991
Total Estimated Maintenance Cost= \$ 29,674		

LANDOWNER CONSTRUCTED FACILITIES COST ESTIMATE					
The values for NO. 3 are from a cost estimate prepared by Davids Engineering, Inc. based on the 60% design					
NO.	Item Description	Quantity	Unit	Unit Cost	Extended Cost
3	Manulife Recharge Basin				
	F&I 27" PVC PIP SDR 41	311	FT	\$ 137	\$ 42,607
	F&I Basin Discharge Structure	1	LS	\$ 4,000	\$ 4,000
	Clear and Grub	80	AC	\$ 100	\$ 8,000
	Compact Fill Areas	675,180	SF	\$ 0.10	\$ 67,518
	Earthwork Cut to Fill	90,000	CY	\$ 5	\$ 450,000
	Earthwork Stripping	26,000	CY	\$ 3	\$ 78,000
	F&I Basin Spillway	1	LS	\$ 15,000	\$ 15,000
	F&I Rip Rap at Spillway & Connection	90	TON	\$ 90	\$ 8,100
	F&I Basin Connection	3	EA	\$ 15,000	\$ 45,000
	Subtotal =				\$ 718,225
4	Pump Station				
	F&I 100 HP Motor, Pump, Power Supply, and Controls	100	HP	\$ 3,500	\$ 350,000
	Subtotal =				\$ 350,000
	Total Base Cost =				\$ 1,068,225
	Mobilization/Demobilization, Bonds, Insurance, permits	5%			\$ 53,411
	Miscellaneous Facilities and Operations	3%			\$ 32,047
	Worker and Public Protection	2%			\$ 21,365
	Total Contract Cost =				\$ 1,175,048
	Construction Contingencies	10%			\$ 117,505
	Total Estimated Construction Cost=				\$ 1,292,552

LANDOWNER CONSTRUCTED FACILITIES MAINTENANCE		
Category	Percent Annual Maintenance	Annual Maintenance Cost
Pipeline	1	\$ 426
Infrastructure	1	\$ 40
Earthwork	1	\$ 80
Earthwork	1	\$ 675
Earthwork	1	\$ 4,500
Earthwork	1	\$ 780
Infrastructure	1	\$ 150
Infrastructure	1	\$ 81
Infrastructure	1	\$ 450
Subtotal =		\$ 7,182
Mechanical	5	\$ 17,500
Subtotal =		\$ 17,500
Total Estimated Maintenance Cost= \$ 24,682		
Total Project Maintenance Cost= \$ 54,356		

BACKGROUND CALCULATIONS**CHOWCHILLA SUBBASIN RECHARGE PROJECT 2**

Input
Calculation
Important Values

###

Recharge Calculations

Name	Value	Unit	Equation	Note
Pump Capacity	20	CFS		
Recharge Event Duration	50	Days		
Total Recharge Volume	1,983	AF	= Pump Capacity * Recharge Event Duration	
Frequency of Recharge Event	33.3	% of years		
Average Recharge per Year	661.2	AF/yr	= Total Recharge Volume * Frequency of Recharge Event	
Recharge Credit	75	%		
Average Recharge Credit per Year	496	AF/yr	= Average Recharge per Year * Recharge Credit	

Basin Capacity

Name	Value	Unit	Equation	Note
Basin Percolation Rate	0.35	ft/day		
Basin Wetted Area	64.5	AC		
Basin Percolation Capacity	1,129	AF	= Basin Percolation Rate * Basin Wetted Area	
Basin Max Volume	307	AF		
Basin Recharge Capacity	1,436	AF	= Basin Percolation Capacity + Basin Max Volume	

Flood-MAR Capacity

Name	Value	Unit	Equation	Note
Flood-MAR Percolation Rate	0.35	ft/day		
Surplus Recharge Volume	548	AF	= Total Recharge Volume - Basin Recharge Capacity	
Flood-MAR Acreage Needed	31	AC		
Percentage of Land Available for Flood-MAR	25	%		
Total Available Acreage	420	AC		
Gross Flood-MAR Acreage Needed	130	AC	= Flood-MAR Acreage / Percentage	

Pump System

Name	Value	Unit	Equation	Note
TDH	24.23	ft		
Cost of Electricity	0.26	\$/kW-hr		
Impeller & Bowl Asm Efficiency [E _i]	70	%		
Driver Efficiency [E _m]	95	%		
Water Horsepower	54.92	HP	= Q*TDH/3960	*Q in gpm
Brake Horsepower	78.46	HP	= WHP/E _i	
Input Horsepower	82.59	HP	= BHP/E _m	
Overall Pump Efficiency [E _{pp}]	66.50	%	= WHP/IHP	
Cost per Acre Foot	9.70	\$/AF	= Cost of Electricity*TDH/Overall Efficiency	
Cost per Recharge Event	19,243.19	\$	= Cost per Acre Foot * Total Recharge Volume	
Annualized Pumping Costs	6,803.05	\$/yr		

Landowner Easements

Name	Value	Unit	Equation	Note
Recharge Basin Parcel	80	AC		
Recharge Basin Appraisal	13,122	\$/AC	PV of annual land cost over 50 years	Total cost over life of the project, not the cost to purchase outright. Annual land cost calculated as LandCost*RealInterestRate
Recharge Basin Contribution	1,049,774	\$		
Pipeline Length Requiring Private Easement	3,550	ft		
Easement Width	30	ft		
Easement Area	2.44	AC	= Pipe Length * Easement Width	
Pipeline Easement Appraisal	13,122	\$/AC	PV of annual land cost over 50 years	Total cost over life of the project, not the cost to purchase outright. Annual land cost calculated as LandCost*RealInterestRate
Pipeline Contribution	32,082	\$		
Flood-MAR Acreage	130	AC		
Flood-MAR Appraisal	4,374	\$/AC		
Flood-MAR Contribution	568,628	\$		
Total Contribution	1,650,485	\$		

COST SHARE SUMMARY
CHOWCHILLA SUBBASIN RECHARGE PROJECT 2

Landowner/Private Partner: *Manulife*
 Landowner Contribution(s): Land for life of Project (50 years)
 Operating Costs
 Maintenance and Repairs
 Capital Contribution =

\$1,292,552

	Calculation
	Madera County GSA
	Landowner/Private Partner
	Sums and Totals
###	Important Values

SUMMARY TABLE

Madera County GSA Amounts					
	Received Prop 68 Grant Amount (A)	MCGSA Amount (b1)	Landowner/Private Partner Amount (b2)	Total Local Cost Share Amount (B) = (b1)+(b2)	Total Project Cost (C) = (A)+(B)
Capital Costs (in 2026\$)	\$2,559,963	\$0	\$2,943,037	\$2,943,037	\$5,503,000
Capital Share in Pct	46.5%	0%	53.5%	53.5%	
O&M (PV in 2026\$)	\$0	\$771,893	\$1,573,617	\$2,345,509	\$2,345,509
OM&R Share in Pct	0%	32.9%	67.1%	100.0%	
Total Present Value Cost	\$2,559,963	\$771,893	\$4,516,653	\$5,288,546	\$7,848,510
Overall Share in Pct	32.6%	9.8%	57.5%	67.4%	
Total PV MCGSA+Grant Amount:		\$3,331,856			
Total MCGSA+Grant Share Pct:		42.5%			

	MCGSA	Landowner/Private Partner	Total Annualized Recharge Capacity
Annualized Recharge Quantity Share (acre-feet):	211	285	496
	42.5%	57.5%	

CAPITAL COST DETAIL

Capital Costs					
Budget Categories	(A) Grant Amount	(b1) Local Cost Share: Applicant	(b2) Local Cost Share: Private Partner	(B) = (b1)+(b2) Total Local Cost Share	(C) = (A)+(B) Total Cost
(a) Grant Administration	\$135,127	\$0	\$0	\$0	\$135,127
(b) Planning / Design / Environmental	\$350,853	\$0	\$0	\$0	\$350,853
Planning/Design	\$0	\$0	\$0	\$0	\$0
Water Rights/Contracts	\$0	\$0	\$0	\$0	\$0
Permits/Envir. Compliance	\$0	\$0	\$0	\$0	\$0
(c) Construction / Implementation	\$2,059,435	\$0	\$2,943,037	\$2,943,037	\$5,002,472
Land Purchase/Easement	\$0	\$0	\$1,650,485	\$1,650,485	\$1,650,485
Earthwork/Structures/Equip	\$0	\$0	\$1,292,552	\$1,292,552	\$1,292,552
(d) Monitoring / Assessment	\$9,699	\$0	\$0	\$0	\$9,699
(e) Stakeholder Outreach / Public Education	\$4,849	\$0	\$0	\$0	\$4,849
Grand Total	\$2,559,963	\$0	\$2,943,037	\$2,943,037	\$5,503,000
Sum rows (a) through (e) for each column	Grand Total from column (A)	Grand Total from column (b1)	Grand Total from column (b2)	Grand Total from column (B)	Grand Total from column (C)
Percent Capital Cost Contribution	46.5%	0.0%	53.5%	53.5%	

ANNUAL OPERATIONS AND MAINTENANCE COSTS (O&M)

Annual Operations and Maintenance Costs					
Budget Categories	(A) No Grant Funds Allowed	(b1) Local Cost Share: Applicant	(b2) Local Cost Share: Private Partner	(B) = (b1)+(b2) Total Local Cost Share	(C) = (A)+(B) Total Cost
Administration & Monitoring	\$0	\$30,000	\$0	\$30,000	\$30,000
Water Acquis./Conveyance	\$0	\$0	\$0	\$0	\$0
Recharge Operations/Energy	\$0	\$0	\$6,803	\$6,803	\$6,803
Maintenance and Repairs	\$0	\$0	\$54,356	\$54,356	\$54,356
Total	\$0	\$30,000	\$61,159	\$91,159	\$91,159
PV (3% for 50 years)	\$0	\$771,893	\$1,573,617	\$2,345,509	\$2,345,509
Percent O&M Cost Contribution	0.0%	32.9%	67.1%	100.0%	

Annual Average Cost of Yield	Include All Costs	Include Only Local Costs
Annualized total cost	\$305,036.20	\$205,541.97
Average cost of yield	\$615.16	\$414.51

For landowner share of annual yield based on OVERALL cost share	285.36	AF	285.36
Landowners contribution annualized	\$175,541.97		\$118,285.11
(If shared proportionate to cost, then the same as overall cost/AF)	\$615.16	per AF	\$414.51

For landowner share of annual yield based on CAPITAL cost share only	265.19		265.19
Landowners contribution annualized	\$175,541.97		\$118,285.11
(If landowner's share of capital cost is higher, lower cost/af)	\$661.94	per AF	\$446.03

EXHIBIT “E”
OPERATION AND MAINTENANCE
RESPONSIBILITIES

EXHIBIT E

OPERATION AND MAINTENANCE RESPONSIBILITIES

Operation Responsibilities

- **Water Management:** Landowners operate recharge facilities by controlling the application of water to recharge basins and Flood-MAR spreading grounds. This involves operation of pumps for diverting surface water or other approved water sources to the recharge site during appropriate times, such as during high-flow periods or when water from other sources are available.
- **System Monitoring:** Regularly checking water flow rates, water levels in recharge basins, or pump and filter systems. This may involve manual adjustments or automated controls, depending on the facility's setup.
- **Scheduling:** Coordinating recharge activities with water availability, seasonal conditions, and irrigation needs (if integrated with agricultural operations). Landowners must ensure recharge does not interfere with other land uses or cause flooding.
- **Coordination with GSA:** Communicating with Madera County GSA to align operations with project goals, water rights regulations, and grant requirements. This includes reporting operational issues or deviations from planned activities.

-

Maintenance Responsibilities

- **Routine Inspections:** Landowners conduct regular visual inspections of recharge facilities, including basins, channels, pipelines, valves, pumps, and monitoring equipment, to identify signs of wear, damage, or clogging.
- **Cleaning and Debris Removal:** Clearing debris, sediment, or vegetation from recharge basins, intake structures, or conveyance channels to maintain water flow and infiltration rates. This may involve periodic discing or ripping of basins to prevent clogging of the soil surface.
- **Equipment Upkeep:** Maintaining mechanical components such as pumps, gates, or flow meters. This includes lubricating moving parts, replacing worn components, and ensuring electrical or automated systems are functional.

- **Repairs:** Addressing minor damages promptly, such as fixing leaks in pipes, repairing eroded embankments, or patching cracks in concrete structures. Major repairs may require coordination with the GSA, especially if they involve significant costs or structural changes.
- **Soil and Infiltration Maintenance:** Ensuring the recharge site's soil retains its permeability by preventing compaction or excessive silt buildup. This may involve periodic tilling, harrowing, or other soil management practices to restore infiltration capacity.
- **Pest and Vegetation Control:** Managing rodents, weeds or invasive plants that could damage levees, berms or foundations or otherwise obstruct water flow or reduce recharge efficiency. In some cases, controlled vegetation may be maintained to stabilize soil, but excessive growth must be addressed.
-

Shared Responsibilities

- **Record-Keeping:** Landowners may need to log operational data (e.g., water volumes applied, hours of operation) and maintenance activities (e.g., cleaning schedules, repairs) to support Madera County GSA's monitoring and reporting obligations. The GSA typically provides templates or guidelines for these records.
- **Compliance:** Landowners ensure O&M activities comply with environmental regulations, water quality standards, and grant conditions, with guidance the project Monitoring and Maintenance Plan (Exhibit F).
- **Training and Support:** The GSA may provide training or technical assistance to landowners to ensure proper O&M practices. Landowners are expected to participate in such programs to maintain operational efficiency.

EXHIBIT “F” MONITORING PLAN

EXHIBIT F

Monitoring and Maintenance Plan

Introduction

Goals and Objectives of Project

1. Recharge approximately 8000 acre-feet per year into the aquifer.
2. Replenish the aquifer for nearby disadvantaged communities and rural residential water and improve the groundwater supplies available to domestic well users, especially those located within the immediate project area.
3. Provide additional groundwater recharge that will slow the decline of groundwater levels in the project area, helping to sustain water levels and maintaining available water supply for surrounding private agricultural and domestic wells in the area.
4. Help address groundwater impacts of future droughts and dry periods through additional groundwater recharge when waters are available.
5. Replenish the groundwater aquifer using existing available surface water supplies that may have otherwise been lost to the Chowchilla Subbasin.
6. Improve water quality through direct recharge of high-quality storm and surface water derived from the Sierra Nevada mountains (Eastside Bypass).
7. Decrease in land subsidence potential. Water recharge has been shown in past projects to help slow land subsidence due to overdraft of groundwater in subsidence prone areas.

Site Location, History, and Improvements Implemented

The Chowchilla Bypass Recharge for Subsidence and Flood Risk Reduction Phase 1 ("Project") is Component 5 of the Grant Agreement. The Project includes activities associated with the planning, design, permitting, and construction of two points of diversion ("PODs") (Manulife POD and Talley POD) from the Chowchilla Bypass and construction of one additional point of diversion (Vlot POD), with appropriate conveyance infrastructure (fish screen, magnetic flow meter, and approximately 6,660 linear feet of PVC pipeline), to divert flood flows to approximately 900 acres of existing farmland for recharge as flood-managed aquifer recharge (Flood-MAR), and development and installation of approximately one dual completion monitoring well. The Project is designed to have the capacity of recharging approximately 6,000 acre-feet per year, when water is available. For purposes of this Landowner Agreement, the GSA Recharge Facilities serving the Participating Land consist of the Manulife POD and its associated conveyance infrastructure, and LANDOWNER's monitoring and maintenance responsibilities under this Exhibit F extend only to the GSA Recharge Facilities and Landowner Recharge Facilities serving the Participating Land.

Monitoring & Maintenance

Monitoring Metrics

The monitoring for the Project includes measurement of water deliveries into the basins to track basin recharge volumes. The Project's diversion data can then be summarized to monthly and annual totals for reporting and assessment. Groundwater levels will be measured by monitoring well(s) installed by Chowchilla Subbasin GSAs, and to the extent available and allowed by private well owners, nearby private groundwater well(s). Water deliveries and Basin levels will be recorded daily. Data collected can then be summarized into monthly and annual totals for reporting and assessment. Landowners will perform the monitoring and maintenance of the project site and will contract out specific tasks as needed.

The GSAs within the Chowchilla Subbasin have prepared and are implementing a joint Groundwater Sustainability Plan (GSP) and member agencies of the Chowchilla Subbasin also monitor an expansive groundwater level network and provide water level data near the Project for inclusion in the seasonal and annual groundwater reporting required for the Chowchilla Subbasin. Additionally, GSAs within the Chowchilla Subbasin track groundwater quality as required under SGMA. As the Project is utilized for groundwater recharge, the GSAs can monitor how constituent concentrations respond to the addition of high-quality surface water supplies. The resulting monitoring data will be organized in a manner to facilitate any required Post-Performance reporting.

Maintenance Metrics

1. **Percolation Performance:** Basins typically undergo crusting and sedimentation maintenance and assessment of compaction on basin floors and inside levees at a minimum once every four years but will occur more frequently if observed infiltration rates decline by 25-50 percent. Basins shall be emptied and dried at least annually, to allow accumulations of fine-grained sediment and organics to decompose, crack, and curl. If the clogging is predominantly organic, an extended drying period may be necessary. Basin maintenance can include investigation of sedimentation buildup, scraping and removing sediment off the floor, discing, and shallow ripping. Excavated material will be properly disposed of or stockpiled outside of recharge areas; excavated material may not be used to augment the levee embankments. After removal of the accumulated material, the basin floors shall be disturbed using tillage or discing to break up any crusting, and then smoothed and lightly compacted to prevent the migration of fine particles down in the profile on first flooding. Areas containing weathered or displaced rock rip rap shall be replaced as needed.
2. **Weed Abatement:** The Project will be included in normal weed abatement program for its basin facilities, which may consist of mowing and mechanical discing. Top of basin levees may be treated with pre-emergent and sprayed with contact herbicide. Basin floors are typically maintained at the end of the recharge diversion season while top of levees are maintained on an ongoing basis as needed. Mowing must be conducted to avoid peak nesting seasons.

3. **Pest Management:** Prior to the recharge season and during the daily water diversion operations functions and at the end of the recharge diversion season weed abatement work, operation and maintenance staff will perform site inspections for observed rodent activity. Any occurrences that are determined to affect the integrity of the facility will be remediated through burrow destruction and compaction of site-specific locations.
4. **Debris Management:** Prior to the recharge season and during the daily water diversion operations functions staff will perform site inspections and remove accumulated trash and debris from turnout trash racks, canal structures, and lined portions that may reduce capacity or hinder desired operations.
5. **Levees and Overflow Spillway:** at least once a year, prior to the recharge and/or rainy season (October), all levees and overflow spillway shall be inspected for erosion, settling, cracks, rills, signs of wetness, boils, and standing water.
6. **Pipelines and Air Vents:** Prior to the recharge season and during daily operations, an assessment of pipes and air vents shall be conducted to ensure desired operation. Occasional removal of minor solids and debris shall be conducted after basin operations as required.
7. **Water Control Gate Maintenance:** Prior to the recharge season and during daily operations, water control gates shall be inspected and maintained to ensure proper calibration settings and desired operations. If wear, damage or vandalism is observed, repair or replacement shall be in accordance with the manufacturer's recommendations.
8. **Concrete Structures and Lining Management:** Prior to and after each recharge season, concrete surfaces shall be inspected for cracking, settlement, damage, and vandalism. Appropriate measures shall be taken immediately to rectify spalls, cracks, breaks, settlement, and weathered areas to ensure continued design function and desired canal operations.

Performance Measures

1. **Basin Inflow:** Inlets to the basins will be capable of measuring and recording diverted surface water flows. Diversion records will be recorded and analyzed during operation of the project.
2. **Recharge Rates:** Water levels in the Project's basins will be monitored and recorded. The levels will be used in determining water in storage. Based upon the difference in diversions into the basins and water in storage, recharge rates can be calculated. The weekly data will be recorded and analyzed to evaluate the Project's recharge rates during various cycles of operation. Data shall be recorded within approximately three days following a recharge event.
3. **Groundwater Levels:** Depth to groundwater will be measured and recorded using GSA monitoring wells and nearby private wells on a monthly basis.

Method and Frequency of Reporting

1. Time period: Annually January 1 through December 31. An alternative annual time period may be utilized to coincide with the required GSP annual reporting requirements.
2. Basin Report: The Project's surface water inflows, basin storage and recharge rate data will be compiled by the owner into an annual report. The report will include historical summaries of the data to track long-term usage and be used to determine whether the project targets are being met.
3. Groundwater Report: Chowchilla Subbasin GSAs semi-annually monitor groundwater wells in the spring and fall for water levels and water quality and compiles the data into annual report. Groundwater levels and water quality within and around the Project will be included in GSAs' monitoring programs and presented in the annual report.

Adaptive Management Strategies

Throughout the life of the Project, the opportunities to capture available surface water for recharge activities will be dependent on the regional hydrologic/climatic cycles. The Project is designed to adapt to various conditions that range between short duration high-intensity flows that can be captured in available basin storage and infiltrated over time, or long-term steady flows that that can be used for Flood-MAR, in-lieu or directly infiltrated as a result of the large basin footprint. The multipurpose performance facility provides the flexibility for the Project to be managed in a manner that it can be adapted to match the various surface water supply opportunities to the maximum benefit of the Project goals and objectives, as well as addressing larger subbasin issues.

As planned under this Monitoring Plan, maintenance and performance levels will be adapted and addressed based on what is observed as well as the results of the data. If performance monitoring indicates a decline in infiltration rates, then percolation maintenance will be performed on a more frequent basis to restore and re-establish the baseline infiltration rate. If rodent activity and weed populations increase to a level greater than allowed for the safe operations of the facility, pest management efforts will be increased to address the issues before they become problematic or cause unsafe conditions. As opportunities allow and potential needs dictate, the basin cell storage capacities can be expanded to provide additional Project benefit. As previously noted, monitoring and maintenance of the project will be the responsibility of the participating landowner who may, at their discretion, contract out specific tasks as needed.

EXHIBIT “G”
MEMORANDUM OF AGREEMENT

Recording requested by:

County of Madera
Madera County Groundwater Sustainability
Agency

When recorded, mail to:

County of Madera
Water and Natural Resources Department
Attn: Stephanie Anagnoson
200 W. 4th Street
Madera, CA 93637

Exempt from the \$75 Building and Jobs Act Fee per Gov't Code §27388.1(2)(D) Public Agency
No Documentary Transfer Tax per R&T Code § 11922
No Recording Fee per Government Code § 27383

MEMORANDUM OF AGREEMENT AND NOTICE OF LANDOWNER AGREEMENT

This MEMORANDUM OF AGREEMENT and NOTICE OF LANDOWNER AGREEMENT is executed this _____ day of _____ 2026 pursuant to section 31 of that certain Agreement, Madera County Contract No. _____ between the County of Madera Groundwater Sustainability Agency – Chowchilla Subbasin ("County") and Goose Pond Ag, Inc., a Florida not for profit corporation, dated _____, and which is titled "Landowner Agreement For Groundwater Recharge Activities in the County of Madera Groundwater Sustainability Agency – Chowchilla Subbasin." (the "Agreement").

Notice of Agreement. Landowner and Madera County GSA have entered into the Agreement respecting the real property described in **Exhibit 1** attached hereto (the "Participating Lands"), providing for groundwater recharge activities on the Participating Lands for an initial term expiring _____, subject to earlier termination and to renewal as provided in the Agreement. Capitalized terms not defined in this Memorandum have the meanings given in the Agreement.

Ownership of GSA Recharge Facilities. The GSA Recharge Facilities constructed or installed on or within the Participating Lands or the Easement Area are and shall remain the sole property of Madera County GSA, notwithstanding their location on or affixation to the Participating Lands.

Covenants Running with the Land. For the benefit of Madera County GSA and its interests in the GSA Recharge Facilities and the Easement Area (described in the Easement Deed referenced in Section 4 below), Landowner covenants the following, for itself and its successors and assigns, that for the term of the Agreement. Landowner shall operate and maintain the GSA Recharge Facilities and the Landowner Recharge Facilities in accordance with the Agreement and the GSA Standards adopted thereunder. Recharge water diverted under the Agreement shall be used solely for groundwater recharge purposes on the Participating Lands and shall not be transferred or sold. No transfer of the Participating Lands or of Landowner's interest in the Agreement shall be effective as to Madera County GSA unless the transferee assumes in writing all of Landowner's obligations under the Agreement, with notice to Madera County GSA as the Agreement provides. The covenants in this Section are made pursuant to California Civil Code section 1468, touch and concern the Participating Lands, are intended by the parties to and shall run with the land and bind Landowner and each successor owner of any interest in the Participating Lands, and shall benefit Madera County GSA and its successors and assigns.

Related Instrument. Concurrently herewith, Landowner has granted, and Madera County GSA has accepted, an easement over a portion of the Participating Lands pursuant to that certain Easement Deed recorded in the Official Records of Madera County as Instrument _____.

Purpose; No Modification. This Memorandum is executed and recorded solely to give notice of the Agreement and the covenants stated herein, and does not amend or modify the Agreement. In the event of any conflict between this Memorandum and the Agreement, the Agreement shall control. A copy of the Agreement is available from Madera County GSA upon request.

Termination. Upon the expiration or termination of the Agreement, the parties shall, upon either party's request, execute, acknowledge, and record a notice of termination of this Memorandum. This Section does not apply to, and no such notice shall affect, the Easement Deed.

Executed this _____ day of _____, 2026

LANDOWNER:

COUNTY:

Goose Pond Ag, Inc.,
a Florida not for profit corporation

County of Madera Groundwater Sustainability
Agency – Chowchilla Subbasin

By: _____
(Signature)

By: _____
(Signature)

Oliver Williams IV
(Print Name)

(Print Name)

Title: President

Title: _____

Approved as to Legal Form:
COUNTY COUNSEL

By: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of _____

County of _____

On _____ before me, _____, Notary Public, personally appeared Oliver Williams IV as President of Goose Pond Ag, Inc., a Florida not for profit corporation, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

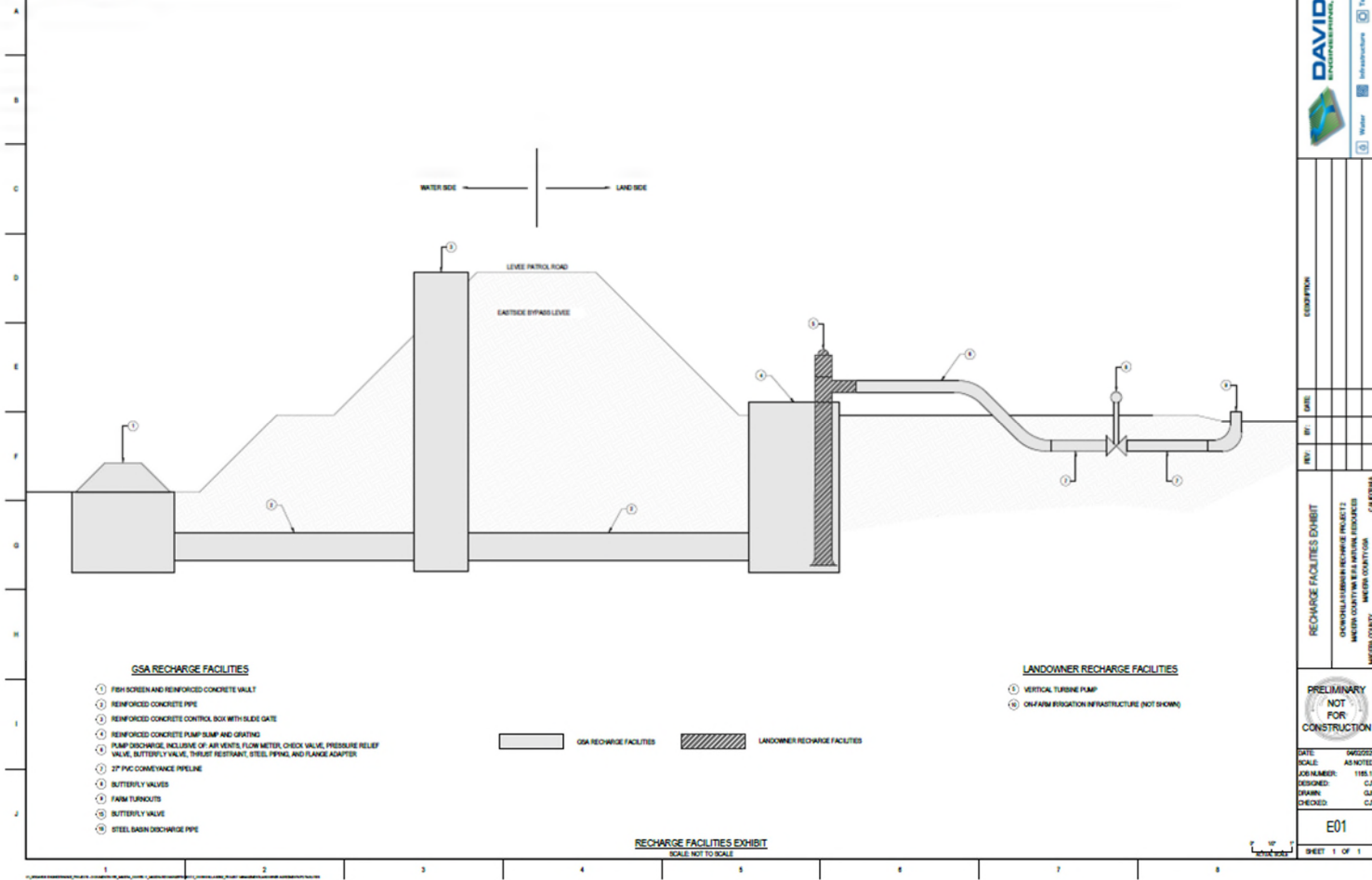
WITNESS my hand and official seal.

Signature _____(Seal)

4924-0304-9103, v. 1

EXHIBIT “H”
INVENTORY OF PROPERTY

CONCEPTUAL EXHIBIT
NOT FOR CONSTRUCTION



CONCEPTUAL EXHIBIT
NOT FOR CONSTRUCTION

A

B

C

D

E

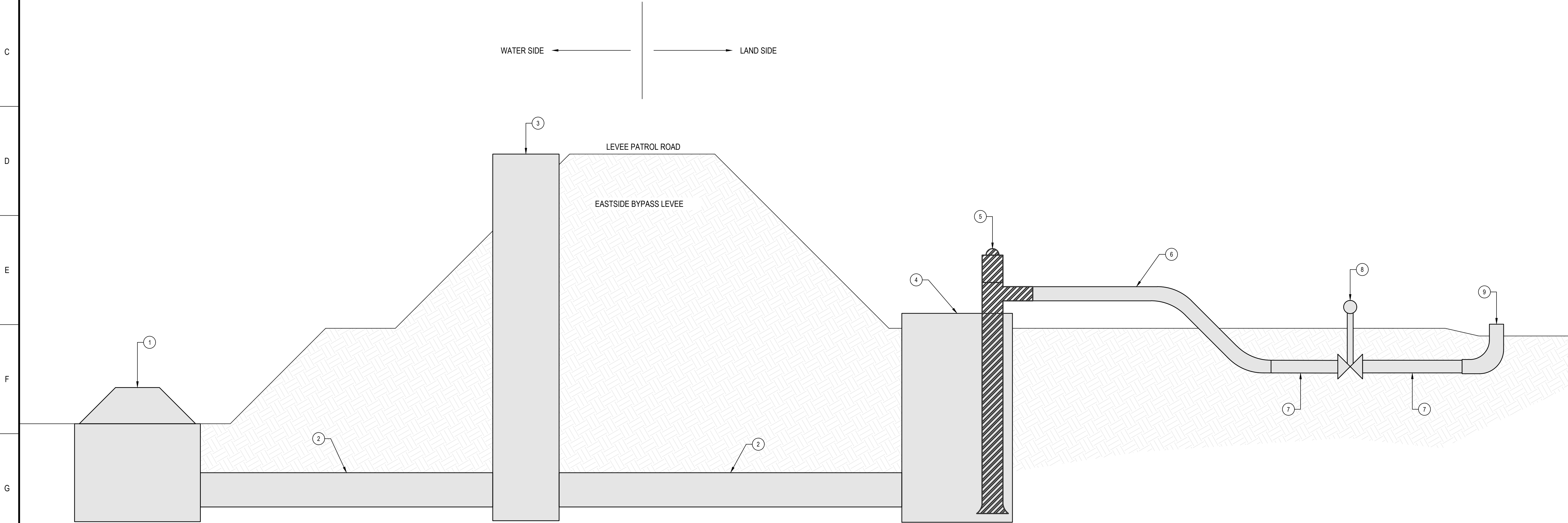
F

G

H

I

J



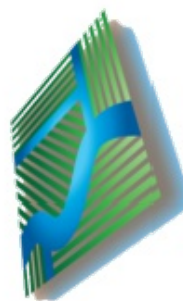
GSA RECHARGE FACILITIES

LANDOWNER RECHARGE FACILITIES

RECHARGE FACILITIES EXHIBIT

SCALE: NOT TO SCALE

DAVIDS
ENGINEERING, INC.



Technology
Infrastructure
Water

DESCRIPTION

DATE:

BY:

REV:

RECHARGE FACILITIES EXHIBIT

CHOWCHILLA SUBBASIN RECHARGE PROJECT 2
MADERA COUNTY WATER & NATURAL RESOURCES
MADERA COUNTY GSA
MADERA COUNTY
CALIFORNIA

PRELIMINARY
NOT
FOR
CONSTRUCTION

DATE: 04/02/2026
SCALE: AS NOTED
JOB NUMBER: 1165.11
DESIGNED: CJT
DRAWN: GJS
CHECKED: CJT

E01

SHEET 1 OF 1