



MANAGING RESOURCES FOR A BETTER FUTURE

DIRECTORS
NICK BRUNO, PRESIDENT
JEFFREY D. COULTHARD, VICE PRESIDENT
SHANNON SIMONIAN, TREASURER
ERIC BREAM
MATT CERNIGLIA
MIKE DELAGUERRA
HENK GRIFFIN

JULIA D. BERRY, GENERAL MANAGER/SECRETARY
RENEE TISCARENO, DISTRICT ENGINEER
FRANK SPLENDORIO, LEGAL COUNSEL

**REGULAR MEETING OF THE
ROOT CREEK WATER DISTRICT
GROUNDWATER SUSTAINABILITY AGENCY**

AGENDA

will be held on

Monday, October 12, 2026

11:00 a.m.

(or immediately following the Root Creek Board of Directors meeting)

at the Lodge at Riverstone

370 Lodge Road

1. CALL TO ORDER

2. ADDITIONS TO THE AGENDA

(The Board may add an item to the agenda if, upon a two-thirds vote, the Board finds that there is a need for immediate action on the matter and the need came to the attention of the District after the posting of this Agenda).

3. PUBLIC COMMENT

Members of the public may address the Board on any matter related to the District that is not included on the Agenda. Comments are limited to five (3) minutes per person.

4. POTENTIAL CONFLICT(S) OF INTEREST

(Any Board member who has a potential conflict of interest may now identify the item and recuse himself or herself from discussing and voting on the matter).

5. MINUTES

- a. Review and consider action to approve the minutes from the meetings on August 10, 2026.

6. CORRESPONDENCE

(Members of the Board or Staff may provide comment on any timely matter related to the District that is not included on the agenda).

7. ACTION ITEM

- a. Cost Sharing Agreement Madera Subbasin GSP Annual Reports

8. STAFF REPORT

9. ADJOURN

- Items on the Agenda may be taken in any order.
- Action may be taken on any item listed on the Agenda.
- Writings relating to open session Agenda items that are distributed to members of the Board of Directors will be available for inspection at the District office, excluding writings that are not public records or are exempt from disclosure under the California Public Records Acts.
- **ACCOMMODATIONS FOR PERSONS WITH DISABILITIES**

A person with a qualifying disability under the Americans With Disabilities Act of 1990 may request the District to provide a disability-related modification or accommodation in order to participate in any public meeting of the District. Such assistance includes appropriate alternative formats for the agendas and agenda packets used for any public meetings of the District. Requests for such assistance and for agendas and agenda packets shall be made in person, by telephone, or by written correspondence to the District at (559) 283-8011 or P.O. Box 27950, Fresno, California 93720, at least 48 hours before a District meeting.

LEVINE ACT PUBLIC PARTY/APPLICANT DISCLOSURE OBLIGATIONS:

Applicants, parties, and their agents who have made campaign contributions totaling more than \$500 (aggregated) to a Board Member over the past 12 months, must publicly disclose that fact for the official record of that agenda item. Disclosures must include the amount of the campaign contribution aggregated, and the name(s) of the campaign contributor(s) and Board member(s). The disclosure may be made either in writing to the Clerk prior to the agenda item consideration, or by verbal disclosure at the time of the agenda item consideration.



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**Minutes of the Regular Meeting of the Root Creek Water District
Groundwater Sustainability Agency
held on
Monday, August 10, 2026**

1. Call to Order

The meeting for the Root Creek Water District GSA was called to order at 12:14 PM. The board members present were Nick Bruno, Jeffrey Coulthard, Shannon Simonian, Eric Bream, Matt Cerniglia, Mike De La Guerra, and Henk Griffin. Members of the public included Julia Berry, Brian Ehlers, Renee Tiscareno, Frank Splendorio, Melissa Anna, Nait Vann Alviar, Al Solis, and Steve Pickens.

2. ADDITIONS TO THE AGENDA

No additions to the agenda.

3. PUBLIC COMMENT

No public comment was given.

4. POTENTIAL CONFLICT(S) OF INTEREST

No conflicts were identified.

5. MINUTES

A motion was made by Director Griffin, seconded by Director Cerniglia to approve the minutes from August 10, 2026. The motion carried.

6. **CORRESPONDENCE**

No correspondence was received.

7. **STAFF REPORT**

No staff report was received.

8. **ADJOURN**

The meeting was adjourned at 12:15 PM.

Julia D. Berry, District Secretary

**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 1/4
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

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