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
November 10, 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/84980913361

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 September 15, 2026

b. Informational Item: California Department of Fish and Wildlife presentation on using an emergency 1602 notification for flood control to increase access to recharge waters

c. Informational Item: Review Website Content Accessibility Guidelines (WCAG) and MaderaCountyWater.com

d. Action Item: Discussion and recommendation to the Board of Directors to enter into an Amendment with Raftelis Financial Consultants, Inc. extending the term to December 31, 2028

e. Action Item: Discussion and recommendation to the Board of Directors to enter into an Amendment with GEI Consultants, Inc. extending the term to December 31, 2028

f. Action Item: Discussion and recommendation to the Board of Directors to amend the Domestic Well Mitigation Program Resolution to remove the age requirement for wells

> 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).

g. Informational Item: Review Financial Update for Fiscal Year 2025/2026

h. Action Item: Discussion and recommendation to the Board of Directors of the scope of work and budget for Davids Engineering, Inc. to prepare the Chowchilla Subbasin Groundwater Sustainability Plan Annual Reports for Water Years 2026–2028, at a total cost of $267,500 over three years; the Chowchilla Water District Groundwater Sustainability Agency, on behalf of the Chowchilla Subbasin, will enter into an agreement with Davids Engineering, Inc.; your approval authorizes the Director of Water and Natural Resources to notify the Chowchilla Subbasin

5. Directors' Report
   a. Resource Fair on November 6, 2026

Committee Members
Robert Macaulay
Jordan Wamhoff

6. Adjourn

Committee Members
Robert Macaulay
Jordan Wamhoff

ITEM 4.a

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

Attendance:
County GSA Directors: Robert Macaulay, Jordan Wamhoff

County GSA Staff: Stephanie Anagnoson, Tukta Phetasa, Jerod Weeks, Mayumi Ploszaj, Aleta Allen, Leticia Tapia

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

6 members of the public in person; 20 members of the public on-line

1. Call to Order: 1:35pm
   The meeting was called to order by Director Macaulay.

2. Flag Salute
   This was led by Melisa DaSilva.

3. Public Comment – There was one in-person comment.

4. New Business

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

      There were zero in-person or on-line comments.

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

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.

   Ms. Phetasa presented in Powerpoint. There were zero in-person or on-line comments

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

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.

   Ms. Anagnoson presented in Powerpoint. There were zero in-person or on-line comments.

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

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

Ms. Tapia presented in Powerpoint. There were zero in-person or on-line comments.

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

e. Action Item: Review and consideration of recommendation to Board of Directors of Domestic Well Mitigation Resolution Amendment.

Mr. Weeks presented in Powerpoint. There was one in-person and two on-line comments.

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

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

Ms. Allen presented in Powerpoint. There were zero in-person comment and 2 on-line comments.

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

g. Action Item: Review and consideration of recommendation to Board of Directors or agreement and easement with Goose Pond Ag Inc. related to grant-funded recharge

Ms. Allen presented in Powerpoint. There were zero in-person or on-line comments.

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

5. Directors' Report
    a. Resource Fair – Ms. Anagnoson provided an update on the upcoming Resource Fair.

6. Adjourn 2:21 p.m.

Committee Members
Jordan Wamhoff
Robert Macaulay

ITEM 4.b

Date: November 10, 2026

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

From: Stephanie Anagnoson, Director of Water and Natural Resources

Subject: Informational Item: California Department of Fish and Wildlife presentation on using an emergency 1602 notification for flood control to increase access to recharge waters

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DISCUSSION:

While there is widespread understanding in the farming community that waterways have regulations pertaining to removal of sediment and vegetation, there is not always clear understanding of how this work can be done lawfully to protect life and property. Madera County Code 16.12.090 requires property owners or lessees keep the portion of a watercourse within their property free of trash, debris, excessive vegetation, and other obstacles that would pollute, contaminate, or significantly slow or obstruct the flow.

Sarah Paulson, Environmental Program Manager for the California Department of Fish and Wildlife (CDFW), will explain the process of using an emergency notification for removal of sediment and vegetation to protect life and property in the upcoming El Nino events. There is no fee for emergency notifications of CDFW or for the work, but CDFW must be notified within 14 days of the start of the project. This will be of particular interest to landowners who may anticipate the ability to use flood flows for recharge, but are concerned about flood risk reduction.

FISCAL IMPACT: Emergency work decreases costs for local farmers and local government by protecting property.

ATTACHMENTS:

N/A

SA

Committee Members
Jordan Wamhoff
Robert Macaulay

ITEM 4.c

Date: November 10, 2026

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

From: Stephanie Anagnoson, Director of Water and Natural Resources

Subject: Informational Item: Review Website Content Accessibility Guidelines (WCAG) and MaderaCountyWater.com

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DISCUSSION:

On April 2024, the Department of Justice (D.O.J.) updated their Americans with Disability Act (A.D.A.) Title II and that ruled state and local governments with a population of 50,000 or more will have to comply with WCAG 2.1 by April 26, 2027.

This prompted the Water and Natural Resources Department to conduct an audit on maderacountywater.com website based on screen reader accessibility and attachments to ensure accessibility and compliance. While reviewing, modifications to the website's quick links, resources, allocations table, and photos and illustrations were updated to meet the requirements. Continuous review will continue to ensure that we are to standards as required by Americans with Disability Act (A.D.A) so members of the community have access to the same information and resources.

FISCAL IMPACT:

There is no fiscal impact to the general fund.

ATTACHMENTS:

N/A

NC

Committee Members
Jordan Wamhoff
Robert Macaulay

ITEM 4.d

Date: November 10, 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: Discussion and recommendation to the Board of Directors to enter into an Amendment with Raftelis Financial Consultants, Inc. extending the term to December 31, 2028

DISCUSSION:

Rafetlis is a financial consultant that provides ongoing financial support services to the Madera County Groundwater Sustainability Agencies (GSAs) under a contract amount of $500,000.00.

Extending the contract term date to December 31, 2028 will allow the GSAs to continue receiving annual financial support services, including rate updates and refinements as well as assistance with presentations and outreach.

FISCAL IMPACT:

There is no fiscal impact on the general fund

ATTACHMENTS:

1. MCC No. 12352-22
2. Raftelis Financial Consultants Contract Amendment v2

NC

MADERA COUNTY CONTRACT NO. 12352-22
(Raftelis Financial Consultants Contract for Annual Updates)

THIS AGREEMENT is made and entered into this 18TH day of OCTOBER, 2021, 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 RAFTELIS FINANCIAL CONSULTANTS, INC. ("CONSULTANT").

RECITALS

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

B. On June 21, 2022, the COUNTY GSA Board of Directors adopted by resolution, pursuant to the requirements of SGMA and Article XIII D, Section 6, subdivisions (a) and (b) of the California Constitution (enacted as part of Proposition 218) and based on a rate study prepared by CONSULTANT, fees for the extraction of groundwater on a per acre basis for affected property owners within the boundaries of the COUNTY GSA within the Madera and Delta-Mendota Subbasins.

C. COUNTY has determined that it is in the public interest to have performed those services described in CONSULTANT's July 26, 2022, proposal ("Proposal") entitled "Proposal for Annual Financial Updates - County GSAs." The Proposal is attached hereto as **Exhibit A** and incorporated in this Agreement.

D. COUNTY has determined the project involves the performance of professional financial consultation services of a temporary nature.

E. COUNTY does not have available employees to perform the services required for the Project.

F. CONSULTANT has the experience and expertise necessary for the performance of the professional services required for the Project.

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

AGREEMENT

1. **TERM**. This agreement will commence upon its execution by both parties and will terminate upon completion of the services outlined in the Proposal, or December 31, 2026, whichever is sooner.

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

3. **COMPENSATION AND INVOICING**. CONSULTANT shall be compensated in an amount not to exceed Five Hundred Thousand dollars ($500,000.00). CONSULTANT's compensation under this Agreement, including the 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 Proposal. Also, CONSULTANT shall be solely responsible for compensating any of its sub-consultants under this Agreement.

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

COUNTY	**CONSULTANT**
County of Madera Water and Natural Resources Dept. 200 West 4th Street Madera, CA 93637	Kevin Kostuik Raftelis Financial Consultants, Inc. 445 S. Figueroa Street, Ste. 1925 Los Angeles, CA 90071

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); Worker's Compensation as required by California law; Professional liability, One Million Dollars ($1,000,000.00) per occurrence and One Million Dollars ($1,000,000.00) aggregate.

6. **CONFLICT OF INTEREST AND REPORTING**. CONSULTANT shall at all times avoid any conflict of interest, or appearance of a conflict of interest, in performance of this Agreement. CONSULTANT represents that CONSULTANT and its officers and employees have no present financial or other conflict of interest that would disqualify any or all of them from entering into or performing services under this Agreement. CONSULTANT shall also refrain from engaging in business which opposes projects in which the COUNTY is processing while this contract is in place.

7. **CHANGE OF PERSONNEL**. COUNTY shall have the right to renegotiate this Agreement if project management staff as identified in the scope of work is changed.

8. **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, worker's 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.

9. **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 of its industry at the time and place the services are rendered. 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. 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.

10. **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.

11. **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.

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12. **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. COUNTY may reuse or modify the reports and documents without obligation for additional compensation to CONSULTANT; provided that any reuse or modification shall be at the sole risk of the COUNTY. Nothing contained herein shall be deemed a transfer, assignment or divestiture by CONSULTANT of its trade secrets, know-how or intellectual property.

13. **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.

14. **REMEDIES UPON BREACH**. If CONSULTANT materially breaches the terms of this Agreement, COUNTY shall after written notice of the breach and after ten (10) days in which to cure the breach, have all of the following remedies:

14.01: Immediately terminate the Agreement with CONSULTANT;

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

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

14.04: 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.

15. **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.

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

17. **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.

18. **INDEMNITY**. To the fullest extent allowed by law, CONSULTANT shall defend, indemnify, and hold harmless COUNTY, its officers, employees, and agents from loss, cost, expense (including attorney's fees), damage, claim, or liability caused by the negligence, gross negligence or willful misconduct in the performance of this Agreement by CONSULTANT, it's officers, employees, or agents, except to the extent that such damage, claim, or liability is proven to be caused 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.

19. **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.

20. **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.

21. **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.

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

23. **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

Chairman, Board of Supervisors

ATTEST:

Clerk, Board of Supervisors

RAFTELIS FINANCIAL CONSULTANTS, INC.

By: _____
(Signature)

Elaine Conti
(Print Name)

Title: Executive Vice President

Approved as to Legal Form:
COUNTY COUNSEL

By: Michael R. Linden

Digitally signed by: Michael R. Linden
DN: CN = Michael R. Linden email = mlinden@lozanosmith.com C = US O = LOZANO SMITH
Date: 2022.10.10 09:11:00 -07'00'

ACCOUNT NUMBER(S)

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RAFTELIS

445 S. Figueroa Street
Suite 1925
Los Angeles, CA 90071

Phone 213.262.9300
Fax 213.262.9303

www.raftelis.com

July 26, 2022

Stephanie Anagnoson, Director
Water and Natural Resources Department
County of Madera
200 W. Fourth Street
Madera, CA 93637

Subject: Proposal for Annual Financial Updates - County GSAs

Dear Ms. Anagnoson:

Raftelis Financial Consultants (Raftelis) is grateful for the opportunity to continue assisting the County of Madera's (County) Groundwater Sustainability Agencies (GSAs). Our proposal is divided into two components: the first is for annual services, including updates and refinements to the long-range financial plans for each subbasin as part of the annual rate check-in with the GSA Board of Directors. This includes up-to-date programmatic and operating costs, capital scenarios, and financing options. Additional tasks include meetings with County GSA staff, presentations to the Board of Directors, and outreach materials and stakeholder communications support services. The second component is for one-time support in service to the County GSA's Municipal Advisors regarding future bond issues for capital facilities, as well as support to County staff as part of mandatory GSP revisions and updates in each subbasin.

I, Kevin Kostiuk, will serve as Project Manager for this engagement, managing the day-to-day tasks of the project and ensuring that it stays on schedule and within budget. Nancy Phan will return to assist in updating the financial plans and assist me in managing the project. Jim Armstrong will return as Project Director for our proposed annual update tasks. Sudhir Pardiwala, PE, will serve as the Project Director for our proposed one-time support services. Sudhir is a registered professional engineer in California and is registered with the Securities and Exchange Commission (SEC) as a Municipal Advisor Representative. Sudhir will provide oversight and direction where necessary. We will be supported by California staff in financial modeling, communications, and data services.

Our proposed scope of services and fees are included in this proposal. The scope and fee proposal are estimated for five years of annual financial and rate updates and support services. Sudhir Pardiwala, Executive Vice President, is authorized to negotiate on behalf of, and to contractually bind, Raftelis. Should you have any questions, please do not hesitate to contact me.

We thank you for the opportunity to assist the County GSA.

Sincerely

Kevin Kostiuk, Manager
Office: 213 262 9309 / Mobile: 760 519 8520 / Email: kkostiuk@raftelis.com

Scope of Services / Work Plan

Rate Study Update – Annual Check-In (Annual Services)

Task 1: Project Initiation and Project Management

Data Collection
Raftelis will prepare a detailed data request list to identify the information required to update the financial plan model and any other data we believe will be necessary for rate review. The data request will include historical and current revenues, adopted budgets, program implementation plans, and any projected changes in water allocation and enrolled acreage, among other data.

Project Management
Our management approach stresses transparency, communication, teamwork, objectivity, and accountability to meeting project objectives. Management responsibilities extend to general administrative duties such as client correspondence, billing, and project documentation, as well as the study schedule and project plan administration.

Meetings: One (1) kickoff webinar to discuss the project schedule and deliverables
Deliverables: Data request list

Task 2: Subbasins Financial Plan Updates

Modeling the yearly ending cash balance and debt service coverage ratio allows staff, ratepayers, and the Board of Directors to determine the rate impacts of updated operating and capital scenarios and to assess the proper use of debt and reserves to fund future capital and GSP programs. This also allows for a comparison to prior year model results and a reconciliation of differences between the adopted schedule of rates and any modifications that may be proposed.

Once all data has been collected and reviewed, Raftelis will utilize the existing subbasin-level financial plan and rate models to project the GSA's revenue requirements for each subbasin, based on historical results, the current budget, and the most refined estimates for Groundwater Sustainability Plan (GSP) program costs and timing. The updated financial plan scenarios will be compared against the five-year rates adopted in June 2021 to determine if the upcoming year's increase is required or if a different value is prudent. All future rates utilizing either the adopted increase or a revised increase will be based on the current cost of service and rate structure.

The hours allotted to this task also include updating programmatic estimates based on the latest data, including: updated dry well estimation based on updated hydrologic modeling and minimum elevation thresholds; SALC enrolment and updated irrigated acreage estimates; timing and expected participation in Sites Reservoir; and any changes to the timing and yields of future recharge projects. We anticipate that some of this effort will be interrelated and concurrent with the GSPs Update Support (County GSA Support Services, Task 1).

Meetings: Four (4) webinars with County GSA staff
Deliverables: Updated Financial Plan and Rate Model for each subbasin

Task 3: Public Meetings

Raftelis proposes to present at up to three Board of Directors meetings and one Rate Update Workshop with County GSA stakeholders. We suggest that the first Board meeting be modeled as a financial plan workshop and provide an opportunity for Directors to provide feedback and direction on the initial financial plan update. The second Board meeting would provide revised financial plan scenarios based on the direction in meeting number one. We would reserve a third Board meeting to be used if needed. All meetings are planned to occur after the models have been initially updated by Raftelis and reviewed in working sessions with County GSA staff. The goal of meeting number two (or three if necessary) is for the Board to either move to implement the year two rates as noticed and adopted or, to implement a lesser rate, if financially prudent.

Before Board action on year two rates, Raftelis will participate in a Rate Update Workshop with County GSA stakeholders. The workshop will intend to provide an update of the financial plans since year one; provide information on program work completed in year one and scheduled for year two; discuss any changes to projected programmatic costs; and provide a forum to provide comments and feedback to Raftelis and County GSA staff.

Meetings/Workshops: Up to three (3) meetings with the Board of Directors to determine a recommendation for year two of the five-year rate implementation schedule; one (1) Rate Update Workshop with County GSA stakeholders.
Deliverables: Presentation materials

Task 4: Rate Study Update Memorandum

Raftelis will develop a draft and final GSA Rate Study Update Memorandum, which will be an abridged version of the Rate Study Report completed in April 2022. The draft report will include an executive summary highlighting the updated results and Raftelis' recommendations. The main body of the report will detail the County GSA financial plan update for each subbasin. All study assumptions and methodologies used to develop the updated projections will be described. County GSA staff can provide comments and feedback on the draft for incorporation into a final draft. Raftelis will discuss any comments on the draft report with GSA staff in a dedicated virtual meeting.

Meetings: One (1) call with County GSA staff to discuss edits and comments to the Rate Study Update Memorandum
Deliverables: Rate Study Update Memorandum

Task 5: Outreach and Communications – Ongoing Strategic Communications and Stakeholder Engagement Support

Rate studies and changes to rates can be a challenge to communicate and an even more significant challenge to gain support. Most of the time, the lack of support stems from a lack of understanding or a misunderstanding about how the rates are used and the value of the services they fund. In the absence of understanding comes rejection.

The following activities may be conducted to support you through rate implementation:

Strategic Counsel/Activities

- Environmental scanning to stay abreast of current issues and your communications landscape that may impact customer rate change acceptance.
- Stakeholder identification and interest/influence mapping (or profiling) to ensure critical influencers are connected to the communication process while identifying the communication needs of any special populations.
- Issues management counseling
- Media training
- Develop messaging for internal and external audiences and provide information and context for why rates may be changing, information about how the increases will benefit customers and how the results will be implemented, and examples of typical customer impacts.
- Provide strategies for using your website, social media, printed and electronic materials, bills, direct mail, newsletters, and staffing resources if/where available.
- Identify community outreach tactics for your staff and leadership to reach key influencers and highly impacted customer groups.

Materials Development

Visual representation of proposed changes in an easy-to-understand and accessible format significantly improves understanding of rates and changes. Raftelis may develop a suite of communications pieces to assist with communicating rates in print, online, or in person. Items can include:

- Infographics
- Fact sheets
- Presentation slide decks
- FAQs
- Talking points
- Website copy
- Social media content
- Explainer videos
- News releases
- Translation services

Engagement Techniques

Communication is only half of the equation. Public participation is critical. While stakeholders may still not like the outcome, they appreciate the opportunity to be involved in the process. The County GSA will fortify its reputation as an empathetic and trustworthy agency.

Some potential strategies and techniques include:

- Facilitating workshops with stakeholders
- Facilitating informal focus groups
- Providing digital surveys for community members to complete
- Interviewing critical members of the community, one-on-one
- Hosting open houses to share information and obtain input

Meetings: Check-in calls with County GSA staff, as necessary (assumed minimum of six (6)); virtual attendance of a stakeholder workshop
Deliverables: Materials development (infographics, mailer(s), slides, etc; presentation materials review

County GSA Support Services

The following two tasks assume one-time support in service to the County GSA's Municipal Advisors regarding future bond issues for capital facilities and support to County GSA staff as part of mandatory GSP updates in each subbasin. The task description and the corresponding fee proposal represent our best estimate of the work required based on our current project understanding and similar support services we have provided to other clients. For both tasks, it is assumed that the County GSA will be the lead entity and coordinate between Raftelis and agencies and support firms.

Task 1: GSPs Update Support

Raftelis will support County GSA staff with on-call services related to future GSP updates. The hours allotted for this task will be utilized at the GSA staff's discretion for What-if analyses. Raftelis will provide these services based on time and materials for a not to exceed cost of $20,290, which is also provided in the fee proposal. The level of effort assumes building on prior work in the WIFIA financing round.

Meetings: Up to six (6) conference calls / virtual meetings with County GSA staff, engineering and economic consulting staff, and other support partners
Deliverables: Analyses, evaluations, and tabular outputs as requested

Task 2: Bond Support

Raftelis will provide financial assistance to the County GSA related to future debt financing of water recharge facilities in the Madera subbasin (known as Recharge Project 2). This includes updated analyses and evaluations based on updated project and operational costs; assumed borrowing terms; developing pro forma statements; and otherwise supporting the review, responses, and follow-up to questions by the County GSA's Municipal Advisors and Bond Counsel. Throughout the process, Raftelis will assist County staff in reviewing, responding to, and following up on questions related to the Raftelis Financial Plan model assumptions, projections, and outputs. Raftelis will provide these services based on time and materials for a not to exceed cost of $24,980, which is also provided in the fee proposal.

Meetings: Up to eight (8) conference calls / virtual meetings with County GSA staff, the County GSA's Municipal Advisors, and Bond Counsel
Deliverables: Analyses, evaluations, and tabular outputs as requested

Fee Proposal

The following fee schedule details the estimated effort required to complete each study task. The fee schedule provides the estimated effort and hourly billing rates for the personnel scheduled to complete the project. Raftelis will invoice the County GSA monthly.

Raftelis proposes to complete the scope of work outlined above on a time-and-materials basis. Our proposal is for a five-year term. The not-to-exceed costs below ($87,135 per year for the Annual Rate Update Tasks Updates and $46,380 for One-Time Support Services) reflect current Raftelis billing rates. In years two through five of the contract, Raftelis will increase billing rates by no more than 3.5% per year. A complete schedule of billing rates, by Raftelis position, is shown in Appendix A.

Annual Rates Update Tasks

Tasks	Webinars	Public Meetings	Hours								Total Fees & Expenses
			PD	PM	TR	SC	Comms	Creative	Admin	Total	
1. Project Initiation and Project Management	1	0	0	8	3	6	2	0	4	23	$4,730
2. Subbasins Financial Plan Updates	4	0	8	32	12	84	0	0	0	136	$29,560
3. Public Meetings	0	4	12	48	0	8	0	0	4	72	$20,489
4. Rate Study Update Memorandum	1	0	4	8	6	36	0	0	2	56	$11,810
5. Outreach and Communications	6	1	0	4	0	4	60	24	0	184	$20,546
Total Estimated Meetings / Hours	12	5	24	100	21	138	62	24	10	471	
Hourly Billing Rate			$325	$250	$250	$190	$250	$135	$85		
Total Professional Fees			$7,800	$25,000	$5,250	$26,220	$15,500	$3,240	$850	$83,860	

PD - Jim Armstrong
PM - Kevin Kostiuk
TR - Nancy Phan
SC - California Staff Consultants
Comms - Outreach & Communications Staff
Creative - Creative Services Staff
Admin - Adminstration Staff

Total Annual Fees	$83,860
Total Annual Expenses	$3,275
Total Annual Fees & Expenses (Year 1)	$87,135

One Time Support Services

Tasks	Webinars/ Calls	Public Meetings	Hours							Total Fees & Expenses
			PD	PM	TR	SC	Comms	Creative	Total	
1. GSPs Update Support	6	0	8	36	4	42	0	0	90	**$20,780**
2. Bond Support	8	0	12	36	4	60	0	0	112	**$25,600**
Total Estimated Meetings / Hours	**14**	**0**	**20**	**72**	**8**	**102**	**0**	**0**	**202**	
Hourly Billing Rate			**$350**	**$250**	**$250**	**$190**	**$250**	**$135**		
Total Professional Fees			**$7,000**	**$18,000**	**$2,000**	**$19,380**	**$0**	**$0**	**$46,380**	

PD - Sudhir Pardiwala
PM - Kevin Kostiuk
TR - Nancy Phan
SC - California Staff Consultants
Comms - Outreach & Communications Staff
Creative - Creative Services Staff

Total Fees	**$46,380**
Total Expenses	**$0**
Total Fees & Expenses	**$46,380**

Appendix A

Raftelis' 2022 Standard Hourly Billing Rates

Position	Hourly Billing Rate **
Chair	$475
Chief Executive Officer/President	$400
Executive Vice President	$350
Vice President	$325
Senior Manager	$285
Principal Consultant	$275
Manager	$250
Senior Consultant	$220
Consultant	$190
Creative Director	$190
Associate	$160
Graphic Designer	$135
Analyst	$115
Administration	$85
Technology/Communications Charge*	$10
PRMG – Executive Vice President	$280
PRMG – Vice President	$265
PRMG – Senior Manager	$225
PRMG - Manager	$215
PRMG – Senior Consultant	$175
PRMG - Consultant	$140
PRMG - Associate	$120
PRMG - Administration	$85
Technology/Communication Charge*	$10

** These rates will be in effect for the calendar year 2022 and will then increase annually by 3% unless specified otherwise by contract.

* Technology/Communications Charge – This is an hourly fee charged monthly for each hour worked on the project to recover telephone, facsimile, computer, postage/overnight delivery, conference calls, electronic/computer webinars, photocopies, etc.

For services related to the preparation for and participation in deposition and trial/hearing, the standard billing rates listed above will be increased by up to 50%.

MADERA COUNTY CONTRACT NO. _____

(First Amendment to Agreement for Financial Consulting Services: Raftelis Financial Consultants, Inc.)

THIS FIRST 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 RAFTELIS FINANCIAL CONSULTANTS, INC. ("CONSULTANT").

RECITALS

A. On October 18, 2021, the parties entered into Madera County Contract No. 12352-22 ("Agreement") for the provision of financial consulting services.

B. The parties now desire to amend the Agreement as further described herein.

NOW, THEREFORE, the parties agree as follows:

AMENDMENT

1. Section 1 shall be amended and replaced in its entirety as follows:

"1. **TERM**. This agreement will commence upon its execution by both parties and will terminate upon completion of the services outlined in the Proposal attached hereto as Exhibit A, or December 31, 2028, whichever occurs sooner."

2. Except as otherwise provided herein, the Agreement shall remain in full force and effect.

REMAINDER OF PAGE INTENTIONALLY BLANK

SIGNATURES ARE ON FOLLOWING PAGE.

* * * * * * * * * * *

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

COUNTY OF MADERA

_____
Chair, Board of Supervisors

ATTEST:

_____
Clerk, Board of Supervisors

RAFTELIS FINANCIAL CONSULTANTS, INC.

By: Elaine Conti
(Signature)

Elaine Conti
(Print Name)

Title: Chief Administrative Officer

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: 2026.09.24 15:14:50 -07'00'

By: _____

ACCOUNT NUMBER(S)

_____

_____

Committee Members
Jordan Wamhoff
Robert Macaulay

ITEM 4.e

Date: November 10, 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: Discussion and recommendation to the Board of Directors to enter into an Amendment with GEI Consultants, Inc. extending the term to December 31, 2028

DISCUSSION:

GEI Consultants, Inc. (GEI) has provided technical support for appeal of water use (measured as ETAW) since 2022 with the contract amount of $280,000.00. Typically, GEI serves as the lead evaluator for 5-7 appeals per year, which are conducted independently of the Madera County Groundwater Sustainability Agency.

In order to appeal satellite measurement, growers must have all wells within the farm unit metered and have those meters calibrated every two years. Measurements must be taken monthly with photos of the meter. These records, including a map, are submitted to GEI to be evaluated for an appeal. This process is covered in Resolution 2022-145, 2022-144, 2022-143.

FISCAL IMPACT:

There is no fiscal impact on the general fund

ATTACHMENTS:

1. GEI Contract Amendment
2. MCC NO. 12432-23
3. MCC NO. 12432A-24

NC

MADERA COUNTY CONTRACT NO. _____

(Second Amendment to Agreement for Measurement Comparisons: GEI Consultants, Inc.)

THIS SECOND 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 GEI CONSULTANTS, INC. ("CONSULTANT").

RECITALS

A. On March 7, 2022, the parties entered into Madera County Contract No. 12432A-24 ("Agreement") for the provision of measurement comparison services.

B. On December 3, 2024, the parties entered in the First Amendment to the Agreement

C. The parties now desire to amend the Agreement as further described herein.

NOW, THEREFORE, the parties agree as follows:

AMENDMENT

1. Section 1 shall be amended and replaced in its entirety as follows:

"1. **TERM**. This Agreement shall commence upon its execution by both parties and will terminate upon completion of the services outlined in the Proposal, or December 31, 2028, whichever is sooner."

2. Except as otherwise provided herein, the Agreement shall remain in full force and effect.

SIGNATURES ARE ON FOLLOWING PAGE.

* * * * * * * * * * * *

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

COUNTY OF MADERA

_____
Chair, Board of Supervisors

ATTEST:

_____
Clerk, Board of Supervisors

GEI CONSULTANTS, INC.

By: _____
(Signature)

Chris Petersen
(Print Name)

Title: Vice President

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: 2026.10.12 12:08:30 -07'00'

By: _____

ACCOUNT NUMBER(S)

_____

_____

MADERA COUNTY CONTRACT NO. 12432-23
(GEI Consultants Contract for Measurement Comparisons)

THIS AGREEMENT is made and entered into this 7TH day of MARCH, 2022, 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 GEI CONSULTANTS, INC. ("CONSULTANT").

RECITALS

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

B. COUNTY has determined that it is in the public interest to have performed those services described in CONSULTANT's response, dated November 30, 2022, to the Request for Qualifications ("RFQ") for groundwater measurement comparisons (the "Proposal"). The Proposal is attached hereto as **Exhibit A** and incorporated in this Agreement.

C. COUNTY has determined the project involves the performance of professional engineering and scientific consulting 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 services required for the project.

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

AGREEMENT

1. **TERM**. This agreement will commence upon its execution by both parties and will terminate upon completion of the services outlined in the Proposal, or December 31, 2024, whichever is sooner.

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

3. **COMPENSATION AND INVOICING**. CONSULTANT shall be compensated in an amount not to exceed Two Hundred and Eighty Thousand dollars ($280,000.00), with half of amount to be compensation during 2023, and the other half of this amount to be compensation during 2024. CONSULTANT's compensation under this Agreement, including the 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 Proposal. Also, CONSULTANT shall be solely responsible for compensating any of its sub-consultants under this Agreement.

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

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

CONSULTANT

Bryan ~~Brian~~ Thoreson
GEI Consultants, Inc.
2868 Prospect Park Drive, Ste. 400
Rancho Cordova, CA 95670

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); Worker's Compensation as required by California law; Professional

liability, One Million Dollars ($1,000,000.00) per occurrence and One Million Dollars ($1,000,000.00) aggregate.

6. **CONFLICT OF INTEREST AND REPORTING**. CONSULTANT shall at all times avoid any conflict of interest, or appearance of a conflict of interest, in performance of this Agreement. CONSULTANT represents that CONSULTANT and its officers and employees have no present financial or other conflict of interest that would disqualify any or all of them from entering into or performing services under this Agreement. CONSULTANT shall also refrain from engaging in business which opposes projects in which the COUNTY is processing while this contract is in place.

7. **CHANGE OF PERSONNEL**. COUNTY shall have the right to renegotiate this Agreement if project management staff as identified in the scope of work is changed.

8. **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, worker's 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.

9. **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. 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.

10. **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.

11. **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.

12. **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.

13. **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.

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

14.01: Immediately terminate the Agreement with CONSULTANT;

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

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

14.04: 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.

15. **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.

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

17. **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.

18. **INDEMNITY**. To the fullest extent allowed by law, CONSULTANT shall defend, indemnify, and hold harmless COUNTY, its officers, employees, and agents from any loss, cost, expense (including attorney's fees), damage, claim, or liability resulting from, arising out of, or is in any way connected with the performance of this Agreement by CONSULTANT, it's 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.

19. **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.

20. **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.

21. **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.

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

23. **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

Chairman, Board of Supervisors

ATTEST:

Clerk, Board of Supervisors

CONSULTANT

By: _____
(Signature)

Michael J. Cornelius
(Print Name)

Title: Vice President

Approved as to Legal Form:
COUNTY COUNSEL

Michael R.
By: Linden

Digitally signed by: Michael R. Linden
DN: CN = Michael R. Linden email = mlinden@lozanosmith.com C = US O = LOZANO SMITH
Date: 2023.01.25 09:59:34 -08'00'

ACCOUNT NUMBER(S)

_____

_____

J:\WDOCS\01245\092\AGT\01019716.DOCX

EXHIBIT A

SCOPE OF WORK

November 30, 2022

Background

The Madera County GSA management area includes portions of three subbasins: Chowchilla, Madera and Delta-Mendota. Aside from a few small areas near local streams, these areas do not have access to surface water for irrigation. To meet the Sustainable Groundwater Management Act requirements, the Madera County GSA has developed an implementation plan that includes recharge of available flood water and demand management. The Madera County GSA decided to implement demand management through an allocation of evapotranspiration of applied water (ETAW) and has a multi-year agreement with IrriWatch to provide remotely-sensed ETAW for comparing grower water use to the allocation. Based on estimates of long-term recharge volume, allocations of ETAW were calculated that resulted in a sustainable groundwater budget that avoids undesirable results. To provide flexibility, growers can appeal the ETAW value and request that flow meter data be used to compare against the allocation. Growers that appeal the ETAW determination are required to provide evidence that the flow meter, or meters, is installed according to the manufacturer's specifications, has been recently calibrated and photos of the flow meter readings at the end of each month during the year. Madera County GSA desires an unbiased third party to complete a technical evaluation of the data submitted to uphold or deny the appeal.

The planned work flow is for the Madera County GSA staff to review each appeal as it is received for completeness **(Figure 1)**. Attachment A to the RFQ lists the items that are required for the appeal. It is anticipated that incomplete appeals will be returned to the grower with a list of missing items that are required. Complete appeals will be provided to the third-party review for a thorough technical evaluation. The main process of the technical evaluation **(Figure 2)** will be to first review flow meter installations to ensure that the technical specifications required for accuracy are met. If these

FIGURE 1. FLOW CHART OF COUNTY STAFF REVIEW OF GROWER APPEAL.

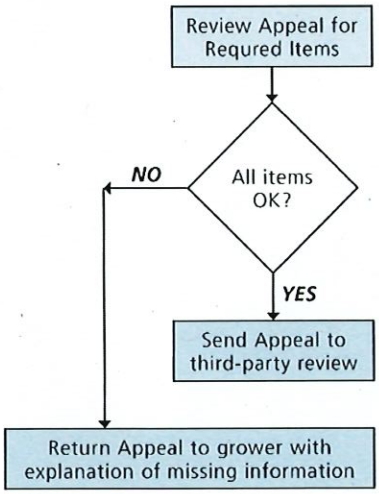
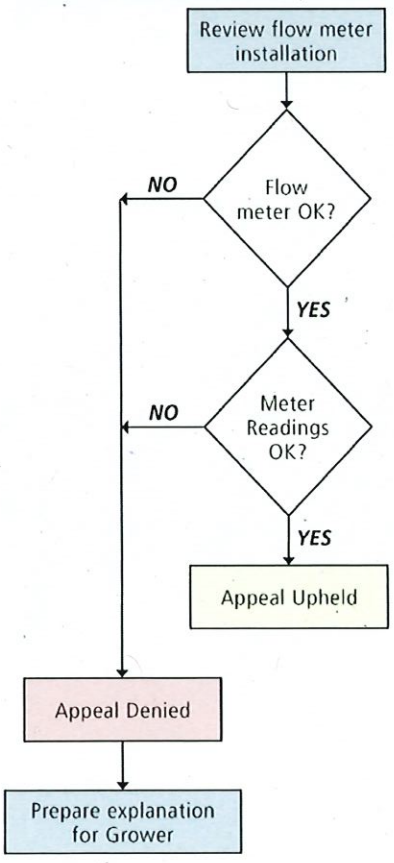


FIGURE 2. FLOW CHART OF THIRD-PARTY REVIEW OF GROWER APPEAL.



specifications are satisfied, the flow meter readings are reviewed to ensure that the flow meter is operating properly. The tasks necessary to complete the technical evaluation are described below:

Task 1. Compile technical specification checklists for flow meters.

Compile and assemble information into checklists to facilitate rapid technical evaluation of flow meter installations. Information to be compiled will include manufacturer technical specifications and related information from flow measurement manuals, such as Reclamation's flow measurement manual (https://www.usbr.gov/tsc/techreferences/mands/wmm/). The Madera County GSA is currently conducting a study comparing flow meter data to ETAW data. The most common flow meters found in this study will be included in an initial list of flow meters for compiling the technical specification checklists. The final list of flow meters will be determined by the Madera County GSA. The draft technical specification checklists will be presented to and discussed with Madera County GSA staff. Comments will be incorporated into the final checklists.

Deliverable: Draft and Final Checklist of Technical Specifications

Task 2. Establish criteria for reasonableness of monthly applied water volumes

Compile research results and IrriWatch and Open ET output and, where available ETAW, results for selected crops in the Madera, Chowchilla and Delta-Mendota subbasins. Review these results to establish criteria for evaluating monthly applied water flow meter measurements. When reviewing these results, it is important to recognize the differences between evapotranspiration (ET), ETAW, and applied water. The criteria for reasonableness of monthly applied water volumes will be presented to and discussed with Madera County GSA staff. Comments will be incorporated into the final criteria.

Deliverable: Draft and Final Evaluation Criteria

Task 3. Flow meter installation review (will be repeated for each flow meter)

a. Initial checklist review

Review all the information received for each flow meter installation against the checklist to make an initial determination if the flow meter installation meets the technical requirements for accuracy.

b. Senior review and final recommendation

Review flow meter installation checklist result and finalize flow meter installation appeal result.

c. Prepare detailed explanation including necessary improvements for denied flow meter appeals

For appeals denied based on the flow meter installation, prepare a detailed explanation of the necessary improvements to provide to the grower.

Deliverables: Flow Meter Installation Review Memoranda

Task 4. Initial review of flow meter monthly readings (will be repeated for each flow meter passing installation review)

a. Initial flow meter reading review

Review all the monthly readings, input in a spreadsheet and calculate monthly applied water volumes. Review monthly applied water volumes to determine if the monthly applied water volumes are consistent with proper meter operation. Compare monthly applied water volumes to criteria established in Task 2 and make initial determination of reasonableness.

b. Senior review and final recommendation

Review monthly readings and monthly applied water volumes and finalize flow meter appeal result.

c. Prepare detailed explanation including necessary improvements for denied flow meter appeals

For appeals denied based on flow meter readings indicative of incorrect flow meter operation, prepare a detailed explanation of the necessary improvements to provide to the grower. This explanation is expected to include information developed in Task 2 and IrriWatch and possibly OpenET results for the field(s) reviewed.

Deliverables: Flow Meter Water Use Evaluation Memoranda

Task 5. Senior review and determination of final recommendation (will be repeated for each farm unit)

Review final recommendations from Tasks 3 and 4 and, for successful appeals, prepare letter and final documentation including a basis-of-approval or basis-of-denial memo. For unsuccessful appeals, review and finalize explanations from Task 2 or Task 3 and finalize letter to grower with explanations supporting the denial of the appeal. For successful appeals, provide basis-of-approval memo to IrriWatch in instances where feedback from the approval process may offer useful information. The final recommendations will be presented to and discussed with Madera County GSA staff. Comments will be incorporated into the final recommendations.

Deliverables: Basis-of-Approval and Basis-of-Denial Memoranda

Task 6 (OPTIONAL). *Meet with growers to explain final recommendation*

GEI senior staff responsible for review would conduct an on-site, in person meeting with the grower (and up to three of his staff) and a county representative.

Deliverables: Grower Meeting Notes

Schedule

We understand the importance of a timely response to ETAW appeals. The scope of work was developed to provide a firm foundation for cost-effective review of ETAW appeals by making efficient use of highly experienced water measurement professionals. These professionals will develop a checklist for flow meter installation review and criteria for flow meter reading review (Tasks 1 and 2) in January of 2023 while County staff are reviewing the ETAW appeals for completeness (**Figure 3**). The checklist and criteria will be ready at the end of January for experienced younger staff to use in review of the complete ETAW appeals sent to GEI by the County. Initial review will focus on the flow meter installation information provided in the review (Task 3). Only flow meters that pass the installation review will move on to the flow meter reading review in Task 4. Flow meter installations that fail the Task 3 review will be sent on to Task 5

FIGURE 3. PROJECT SCHEDULE

Task	Appeals process for 2022 Schedule in Weeks (January-March)											
	1	2	3	4	5	6	7	8	9	10	11	12
County Task: Staff review materials provided by growers for completeness.												
Consultant Tasks												
Task 1 (first year only). Compile technical specification checklists for flow meters.												
Task 2 (first year only). Establish criteria for reasonableness of monthly applied water volumes.												
Task 3. Flow meter installation review (will be repeated for each flow meter)												
Task 4. Initial review of flow meter monthly readings (will be repeated for each flow meter passing installation review)												
Task 5. Senior review and determination of final recommendation (will be repeated for each farm unit)												
Task 6 (Optional). Meet with growers to explain final recommendation												

senior review. GEI will pull in the staff necessary to complete Tasks 3, 4 and 5 by the end of February. If desired, GEI senior level staff will be available in March to meet with growers on-site to provide explanations.

Budget

Tasks 1 and 2 would have not-to-exceed budget amounts, together estimated at $20,190 **(Table 1).** To maximize cost effectiveness, the scope of work was developed to leverage highly experienced water measurement professionals through qualified junior staff. The highly experienced professionals will be closely involved on Tasks 1 and 2 to provide a firm foundation for younger staff to use in performing Tasks 3 and 4 in the flow meter installation and readings review. Tasks 3, 4, 5 would have not-to-exceed amounts dependent on the number of complete ETAW appeals requiring third party review. Together Tasks 3, 4 and 5 would be $3,585 per flow meter reviewed. Optional Task 6 would be $2,207 per farm unit meeting (including preparation, travel and post-meeting documentation) for an on-site meeting between the GEI senior reviewer, the grower (and up to three of his staff) and a county representative. We look forward to working with you to refine the scope and budget to meet your needs. GEI's 2023 hourly rate schedule is included in **Table 2.**

TABLE 1. GEI'S FEE PROPOSAL

Phase I / Task	Name: / Professional Grade Level: / Billing Rate per Hour:	P T	Total or Cost
1	**Compile technical specification checklists for flow meters (first**		
1.1	Compile specifications for flow meters		*3,120*
1.2	Develop checklists		*3,120*
1.3	Senior review		*2,619*
1.4	Finalize checklists		*1,236*
Subtotal:	Task 1 Hours		**10,095**
Subtotal:	Task 1 Costs	$	**10,095**
2	**Establish criteria for reasonableness of monthly applied water**		
2.1	Data compilation and review		*4,680*
2.2	Develop criteria		*1,560*
2.3	Senior review		*2,619*
2.4	Finalize criteria		*1,236*
Subtotal:	Task 2 Hours		**10,095**
Subtotal:	Task 2 Costs	$	**10,095**
3	**Flow meter installation review (will be repeated for each flow m**		
3.1	Initial checklist review		*624*
3.2	Senior review and final recommendation		*153*
3.3	Prepare detailed explanation for denied appeals		*624*
Subtotal:	Task 3 Hours		**1,401**
Subtotal:	Task 3 Costs	$	**1,401**
4	**Initial review of flow meter monthly readings (will be repeated f**		
4.1	Initial criteria review		*624*
4.2	Senior review and final recommendation		*153*
4.3	Prepare detailed explanation for denied appeals		*624*
Subtotal:	Task 4 Hours		**1,401**
Subtotal:	Task 4 Costs	$	**1,401**
5	**Senior review and determination of final recommendation (will**		
5.1	Prepare letter and basis-of-approval/denial memo		*477*
5.2	Review with Madera County GSA staff		*306*
Subtotal:	Task 5 Hours		**783**
Subtotal:	Task 5 Costs	$	**783**
6	**Optional--Meet with growers to explain final recommendation**		
6.1	Prepare for meeting		*783*
6.2	Meeting (assume 2 hours)		*612*
6.3	Meeting follow up and documentation		*612*
Subtotal:	Task 6 Hours		**2,007**
Subtotal:	Task 6 Costs	$	**2,207**
Project Hours			**oject otal**
Project Initial Costs (Tasks 1 and 2)		$	**20,190**
Per Flow Meter Costs (Tasks 3, 4 and 5)		$	**3,585**
Project Optional Costs (Tasks 6)		$	**2,207**

Expenses include fees for mileage, copies, and/or field equipment; and other

TABLE 2. GEI'S 2023 HOURLY RATE SCHEDULE

FEE SCHEDULE AND PAYMENT TERMS

GEI Consultants

FEE SCHEDULE

Personnel Category	*Hourly Billing Rate* $ per hour
Staff Professional – Grade 1	$ 141
Staff Professional – Grade 2	$ 156
Project Professional – Grade 3	$ 171
Project Professional – Grade 4	$ 191
Senior Professional – Grade 5	$ 226
Senior Professional – Grade 6	$ 257
Senior Professional – Grade 7	$ 306
Senior Consultant – Grade 8	$ 342
Senior Consultant – Grade 9	$ 417
Senior Principal – Grade 10	$ 417
Senior Drafter and Designer	$ 171
Drafter / Designer and Senior Technician	$ 156
Field Professional	$ 128
Technician, Word Processor, Administrative Staff	$ 127
Office Aide	$ 99

These rates are billed for both regular and overtime hours in all categories.
Rates will increase up to 5% annually, at GEI's option, for all contracts that extend beyond twelve (12) months after the date of the contract. Rates for Deposition and Testimony are increased 1.5 times.

OTHER PROJECT COSTS

Subconsultants, Subcontractors and Other Project Expenses - All costs for subconsultants, subcontractors and other project expenses will be billed at cost plus a 15% service charge. Examples of such expenses ordinarily charged to projects are subcontractors; subconsultants: chemical laboratory charges; rented or leased field and laboratory equipment; outside printing and reproduction; communications and mailing charges; reproduction expenses; shipping costs for samples and equipment; disposal of samples; rental vehicles; fares for travel on public carriers; special fees for insurance certificates, permits, licenses, etc.; fees for restoration of paving or land due to field exploration, etc.; state and local sales and use taxes and state taxes on GEI fees. The 15% service charge will not apply to GEI-owned equipment and vehicles or in-house reproduction expenses.

Field and Laboratory Equipment Billing Rates – GEI-owned field and laboratory equipment such as pumps, sampling equipment, monitoring instrumentation, field density equipment, portable gas chromatographs, etc. will be billed at a daily, weekly, or monthly rate, as needed for the project. Expendable supplies are billed at a unit rate.

Transportation and Subsistence - Automobile expenses for GEI or employee owned cars will be charged at the rate per mile set by the Internal Revenue Service for tax purposes plus tolls and parking charges or at a day rate negotiated for each project. When required for a project, four-wheel drive vehicles owned by GEI or the employees will be billed at a daily rate appropriate for those vehicles. Per diem living costs for personnel on assignment away from their home office will be negotiated for each project.

PAYMENT TERMS

Invoices will be submitted monthly or upon completion of a specified scope of service, as described in the accompanying contract (proposal, project, or agreement document that is signed and dated by GEI and CLIENT).

Payment is due upon receipt of the invoice. Interest will accrue at the rate of 1% of the invoice amount per month, for amounts that remain unpaid more than 30 days after the invoice date. All payments will be made by either check or electronic transfer to the address specified by GEI and will include reference to GEI's invoice number.

2023 Fee Schedule

TABLE 3. ESTIMATED TOTAL BUDGET FOR 2023 AND 2024

Calendar Year 2023

Budget Item	Number	Cost per Item	Total Cost
Project Initial Costs (Tasks 1 and 2)	1	$ 20,190	$ 20,190
Per Flow Meter Costs (Tasks 3, 4 and 5)	30	$ 3,585	$ 107,550
Per Farm Unit Optional Costs (Tasks 6)	5	$ 2,207	$ 11,035
		Total	$ 138,775

Calendar Year 2024

Budget Item	Number	Cost per Item	Total Cost
Per Flow Meter Costs (Tasks 3, 4 and 5)	35	$ 3,585	$ 125,475
Per Farm Unit Optional Costs (Tasks 6)	6	$ 2,207	$ 13,242
		Total	$ 138,717

MADERA COUNTY CONTRACT NO. 12432A-24
(Amendment to GEI Consultants Contract for Measurement Comparisons)

THIS AMENDMENT is made and entered into this 3RD day of DECEMBER, 2024, 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 GEI CONSULTANTS, INC. ("CONSULTANT").

RECITALS

A. On March 7, 2022, the parties executed Madera County Contract No. 12432-23 (the "Agreement") for groundwater measurement comparisons.

B. The parties now desire to extend the Term of the Agreement, as set forth herein.

AMENDMENTS

1. Paragraph 1 of the Agreement ("TERM") is hereby amended to read as follows:

> "1. **TERM**. This Agreement shall commence upon its execution by both parties and will terminate upon competition of the services outlined in the Proposal, or December 31, 2026, whichever is sooner."

2. Except as otherwise provided herein, the Agreement shall remain in full force and effect.

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IN WITNESS WHEREOF, the foregoing Amendment is executed on the day and year first written above.

ATTEST:

Clerk, Board of Supervisors

COUNTY OF MADERA

Chairman, Board of Supervisors

GEI CONSULTANTS, INC.

By: _____
(Signature)

Chris Petersen
(Print Name)

Title: Vice President

Approved as to Legal Form:
COUNTY COUNSEL

Laurie Avedisian-Favini

By: Favini

Digitally signed by: Laurie Avedisian-Favini
DN: CN = Laurie Avedisian-Favini email = lfavini@lozanosmith.com C = US O = Lozano Smith
Date: 2024.10.31 11:34:37 -07'00'

ACCOUNT NUMBER(S)

_____

_____

1245-92/AGT/4863-7128-8308.PDF

Committee Members
Jordan Wamhoff
Robert Macaulay

ITEM 4.f

Date: November 10, 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: Discussion and recommendation to the Board of Directors to amend the Domestic Well Mitigation Program Resolution to remove the age requirement for wells

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).

DISCUSSION:

The Madera County Groundwater Sustainability Agency (GSA) established the Domestic Well Mitigation Program (Program) as part of the implementation of the Groundwater Sustainability Plan for the Madera Subbasin. The Program is intended to provide financial assistance to domestic well owners whose wells have been impacted by declining groundwater levels attributable to basin overdraft. The Program provides eligible landowners with financial assistance to restore domestic water service through the installation of a replacement domestic well or connection to an existing community water system.
Under the current Program eligibility criteria, a domestic well must not exceed 30 years of age to qualify for assistance. This requirement was established to help distinguish wells that have failed due to declining groundwater levels from older wells that may have reached the end of their useful life. However, as the Program has progressed, staff has identified that the age of a well does not necessarily determine the cause of its failure. Wells exceeding 30 years of age may remain structurally and mechanically functional but lose access to water as a result of declining groundwater levels.

The Program currently utilizes a well assessment process to evaluate the condition of an applicant's domestic well and determine whether the failure is attributable to declining groundwater levels. These assessments provide a more direct method of identifying the

cause of failure, including distinguishing groundwater-related impacts from mechanical failures, deterioration, or other conditions unrelated to groundwater decline. As a result, staff believes the existing assessment process provides an appropriate basis for determining eligibility without relying on a fixed well age limitation.
Maintaining the 30-year requirement may unnecessarily exclude landowners experiencing the same groundwater conditions as otherwise eligible applicants. For example, a landowner with a 31-year-old well could be denied assistance solely because of the well's age, while a neighboring landowner with a 29-year-old well experiencing similar groundwater conditions could qualify. Removing the age requirement would establish a more consistent approach to eligibility by focusing on the cause of the well failure rather than the age of the infrastructure.

Staff recommends removing the 30-year well-age requirement in its entirety while maintaining all other Program eligibility requirements, including the requirement that the well failure be attributable to declining groundwater conditions. Applicants would continue to undergo the established screening and well assessment processes to verify eligibility. Removing the age restriction would not automatically qualify older wells for assistance but would allow applicants to be evaluated based on the circumstances surrounding the well failure.

The proposed amendment would better align the Program's eligibility criteria with its intended purpose, remove a potential barrier to assistance, and provide a consistent framework for evaluating domestic well failures throughout the Madera Subbasin.

FISCAL IMPACT:

There is no impact to the County General Fund.

ATTACHMENTS:

1. RES No. 2026-124
2. Reso Amending Madera Subbasin DWMP

JW

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

In the Matter of	)	Resolution No.: 2026 - 124
	)	
GROUNDWATER SUSTAINABILITY AGENCY	)	RESOLUTION AMENDING 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 Thiry-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 6TH day of OCTOBER, 2026, by the following vote.

Director Warmhoff voted: Yes

Director Rogers voted: Yes

Director Poythress voted: Yes

Director Gonzalez voted: Yes

Director Macaulay voted: Yes

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.

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

In the Matter of	)	Resolution No.: 2026 - _____
	)	
GROUNDWATER SUSTAINABILITY AGENCY	)	RESOLUTION AMENDING
	)	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;

WHEREAS, on June 21, 2022, the Board of Directors adopted Resolution No. 2022-086, establishing a fixed fee (the "Project Fee") of Two Hundred Forty-Six Dollars

($246.00) 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 Sixty Million Dollars ($60,000,000) 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, on October 6, 2026, the County GSA Board of Directors adopted Resolution No. 2026- 124, which amended 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;

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, the Program's eligibility requirements specify that wells must have gone dry due to declining groundwater levers or been impacted by subsidence which shall be confirmed by an assessment conducted by a qualified profession and ensures that Program funds are used to mitigate the impacts of declining groundwater levels without regard to the age of the existing domestic well;

WHEREAS, the County GSA desires to amend the Domestic Will Mitigation Program to eliminate the age limitation applicable to an applicant's existing domestic well, 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).

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 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. 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 Thiry-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 landowner 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.

5. This Resolution shall take effect immediately upon its adoption.

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

Director Wamhoff voted: ____

Director Rogers voted: ____

Director Poythress voted: ____

Director Gonzalez voted: ____

Director Macaulay voted: ____

_____
Chair, Board of Directors

ATTEST:

_____
Clerk, Board of Directors

Approved as to Legal form:
COUNTY COUNSEL

By_____

{4936-0427-5162, v.1}

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. 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 items 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 up to Thirty-Five Thousand Dollars ($35,000) reimbursement for the cost of drilling a new well, and up to Fifty Thousand Dollars ($50,000) reimbursement 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, fifty percent (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 One Hundred Dollars ($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
Jordan Wamhoff
Robert Macaulay

ITEM 4.g

Date: November 10, 2026

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

From: Stephanie Anagnoson, Director of Water and Natural Resources

Subject: Informational Item: Review Financial Update for Fiscal Year 2025/2026

DISCUSSION:

The Madera County Groundwater Sustainability Agencies (GSAs) is funded through a groundwater administration fee (GSA Admin Fee) adopted after a detailed financial analysis to ensure the GSAs can implement and administer its Groundwater Sustainability Plan (GSP). The fee is structured to recover the reasonable costs associated with regulatory compliance, groundwater monitoring, data management, annual and five-year reporting, professional and legal services, staffing, administration, and prudent reserves. After consideration of rate options, the Board selected an irrigated-acreage methodology so that costs are equitably allocated to non-de minimis groundwater users who rely on groundwater and benefit from long-term basin management. This approach allows the GSAs to remain financially self-sustaining, ensures that implementation costs are borne by groundwater users rather than the County's General Fund, and supports the continued responsible management of the subbasin.

This item provides a high-level annual financial update to the Committee to promote fiscal transparency and accountability. The overview summarizes current revenues, expenditures, and overall budget status to ensure the GSAs Committee and the public remain informed on the GSAs financial position. Providing these regular updates supports sound financial management, reinforces responsible stewardship of fee revenues, and allows for early identification of any trends that may require Committee awareness or direction.

The GSAs finances remain stable through fiscal year 2025-2026 with revenues tracking as expected based on fee collections and grant reimbursements. Expenditures reflect ongoing regulatory compliance, professional services, staffing, and administrative support consistent with adopted budget categories. Professional and regulatory costs represent a significant

portion of spending due to technical studies, monitoring requirements, and compliance activities. Overall, expenses are aligned with planned implementation efforts.

The GSAs major revenue sources include grant funds and the GSA Admin Fee. It is important to note that grant funds are not true revenue, but rather reimbursements for eligible expenses the GSAs already incurred. Expenditures for the year continue to focus on regulatory compliance, professional support services, staffing, and administrative needs. Within professional support services, the budget includes funding for legal, financial, recharge, measurement, and land repurposing work.

While grants have temporarily expanded the GSAs capacity for projects and planning, they are not considered a sustainable long-term funding source. Technical expertise remains costly, and state grant availability is currently limited. Litigation should be anticipated, and maintaining a reserve plus funds for five-year GSP updates remains essential.

Looking ahead, staff will continue to closely monitor revenues and expenditures to ensure the GSAs remains aligned with its adopted budget and long-term financial plan. As program needs evolve and additional regulatory requirements emerge, future updates will reflect any necessary adjustments to maintain fiscal stability and operational effectiveness. The GSAs remain committed to transparent reporting, prudent reserve management, and thoughtful planning to support sustainable groundwater management within its boundaries.

FISCAL IMPACT:

This is an analysis of current financial picture in the County GSAs. There is no impact to the County General Fund.

ATTACHMENTS:

N/A

JW

Committee Members
Jordan Wamhoff
Robert Macaulay

ITEM 4.h

Date: November 10, 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: Discussion and recommendation to the Board of Directors of the scope of work and budget for Davids Engineering, Inc. to prepare the Chowchilla Subbasin Groundwater Sustainability Plan Annual Reports for Water Years 2026–2028, at a total cost of $267,500 over three years; the Chowchilla Water District Groundwater Sustainability Agency, on behalf of the Chowchilla Subbasin, will enter into an agreement with Davids Engineering, Inc.; your approval authorizes the Director of Water and Natural Resources to notify the Chowchilla Subbasin

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DISCUSSION:

A Memorandum of Understanding was entered into in December 2019 by Chowchilla Water District GSA, Madera County GSA, Merced County GSA, and Triangle T Water District GSA to share the costs related to preparation of the groundwater sustainability plan and annual reports. All scopes must be approved by all four entities before Chowchilla Water District enters into a contract with Davids Engineering.

The scope of work from Davids Engineering will be to prepare the GSP Annual Report for the Chowchilla Subbasin GSP, as outlined in the California Code of Regulations Title 23 (23 CCR) §356.2 GSP Annual Reports must be prepared and submitted to the California Department of Water Resources (DWR) by April 1 of each year following the adoption of the GSP. This project will prepare the Subbasin GSP Annual Reports for WY 2026 through WY 2028 in compliance with the Sustainable Groundwater Management Act (SGMA) and 23 CCR §356.2. This effort will require analyses and data for each GSA, as well as analyses for the entire subbasin. The GSP Annual Report will provide general information about the Subbasin in addition to supporting technical information required. Please see below for the scope of services divided by tasks.

This item was taken to the Chowchilla GSP Advisory Committee Meeting on October 14, 2026, and received approval to move forward to each of the Chowchilla GSAs for approval.

The costs associated with performing the tasks above will be billed on a time and materials basis and are not to exceed $267,500 over a three-year period. See cost breakdown per task below.

Task Number	Task Name	DE Labor Cost	LSCE Labor Cost	Estimated Total Cost
1	Prepare and Submit the GSP Annual Report (WY 2026)	$22,000	$25,700	$47,700
2	Perform Other General Services, As Requested (WY 2026)	$20,000	$20,000	$40,000
3	Prepare and Submit the GSP Annual Report (WY 2027)	$22,700	$26,500	$49,200
4	Perform Other General Services, As Requested (WY 2027)	$20,000	$20,000	$40,000
5	Prepare and Submit the GSP Annual Report (WY 2028)	$23,300	$27,300	$50,600
6	Perform Other General Services, As Requested (WY 2028)	$20,000	$20,000	$40,000
Total, WY 2026 (Tasks 1-2)		**$42,000**	**$45,700**	**$87,700**
Total, WY 2027 (Tasks 3-4)		**$42,700**	**$46,500**	**$89,200**
Total, WY 2028 (Tasks 5-6)		**$43,300**	**$47,300**	**$90,600**
				$267,500

FISCAL IMPACT:

The total cost is not to exceed $267,500 over a three-year period and will be split between the four GSAs in the Chowchilla Subbasin GSP using an existing Cost-Sharing MOU to split the cost by acreage among the four Chowchilla GSAs.

ATTACHMENTS:

1. Proposal_Chowchilla_WY2026-2028_GSP_Annual_Report_20260910
2. DE_Chowchilla_Subbasin_Three_Year_Annual_Report_PPT
3. 2026_Chowchilla_GSP_Advisory_Committee_PPT
4. Chowchilla Cost Sharing MOU FINAL SIGNED

SA/TP

Proposal for Professional Engineering Services

To:	Brandon Tomlinson General Manager Chowchilla Water District
From:	Davids Engineering, Inc.
Date:	09/10/2026
Subject:	Chowchilla Subbasin GSP Annual Reports for Water Years 2026-2028

Davids Engineering, Inc. (DE) is pleased to provide this proposal to the Chowchilla Water District (CLIENT) to assist the Groundwater Sustainability Agencies (GSAs) in the Chowchilla Subbasin (Subbasin) with development of the Subbasin Groundwater Sustainability Plan (GSP) Annual Reports for water year[1] (WY) 2026 through WY 2028 (the Project).

1 Project Overview and Objective

According to the GSP regulations, as outlined in the California Code of Regulations Title 23 (23 CCR) §356.2, GSP Annual Reports must be prepared and submitted to the California Department of Water Resources (DWR) by April 1 of each year following the adoption of the GSP. This Project will prepare the Subbasin GSP Annual Reports for WY 2026 through WY 2028 (October 2025 through September 2028) in compliance with the Sustainable Groundwater Management Act of 2014 (SGMA) and 23 CCR §356.2. This effort will require analyses and data for each GSA (e.g., surface water use by each GSA), as well as analyses for the entire Subbasin (e.g., estimating the change in groundwater storage).

Each GSP Annual Report will provide the following general information about the Subbasin, in addition to supporting technical information required by 23 CCR §356.2 and identified by DWR in their Annual Report guidance:

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

[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.

- Additional requested information identified by DWR in their review of the WY 2023 through 2025 annual reports for subbasins in the San Joaquin Valley, including:
    - Available information related to monitoring (e.g., further explanation of monitoring, data gaps, and potential impacts of data gaps on tracking undesirable results and monitoring progress toward achieving sustainability).
    - Additional information related to progress towards implementing the GSP (e.g., further detail for PMAs to achieve the Subbasin sustainability goal).
    - Additional information related to effects to beneficial uses and users of groundwater.

2 Project Approach

In their September 5, 2025, letter to the Subbasin GSAs, DWR affirmed that the content of the previous Subbasin GSP Annual Report for WY 2024 "appears to satisfy the requirements of the GSP Regulations (23 CCR § 356.2) and so no additional information is required at this time." However, DWR also requested further explanation related to potential impacts of monitoring network data gaps on tracking undesirable results and monitoring progress toward achieving sustainability.

Consistent with DWR's feedback, this scope and budget assume that the general approach and content of the GSP Annual Reports prepared to date remain generally adequate. It is assumed that no substantial changes to the analyses and reporting are required for WY 2026 through WY 2028, except for additional explanation requested by DWR related to the monitoring network and identified data gaps.

The following tasks provide a general description of the work that will be performed and the information that will be provided in each GSP Annual Report. Each GSP Annual Report provided to DWR will fully comply with the requirements of 23 CCR §356.2 and will be submitted by the April 1 deadline.

3 Project Proposal

3.1 Scope of Services

The scope of professional engineering services to be performed by Davids Engineering and Luhdorff & Scalmanini Consulting Engineers (the DE-LSCE Team) is organized into two 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. <u>Prepare and Submit the GSP Annual Report</u>

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

General information will include an executive summary that highlights the key content of the 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, progress towards PMAs and interim milestones, 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 GSP will be noted and described.

Subtask 1.2. Prepare a Detailed Description and Graphical Representation of Groundwater Conditions.

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 for each GSP 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 1.3. Quantify Water Budget Components.

The DE-LSCE Team will quantify all required water budget components for the Subbasin 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. It is assumed that only the MCSim timeseries inputs will be updated with data relevant to the reported water year, and that no further model calibration will be necessary. 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 1.4. 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 GSP Annual Report.

Subtask 1.5. Prepare a Description of Progress Towards Implementing the GSP.

This subtask will summarize applicable information to describe progress towards implementing the Subbasin GSP, with particular focus on activities since the previous Annual Report. This subtask will include the following items, consistent with the GSP regulations and information requested by DWR in their review of the water year 2023-2025 annual reports for subbasins in the San Joaquin Valley:

- Available information related to monitoring (e.g., further explanation of monitoring, data gaps, and potential impacts of data gaps on tracking undesirable results and monitoring progress toward achieving sustainability).
- Information related to groundwater conditions, in relation to the SMC for all applicable sustainability indicators. This includes an evaluation of groundwater levels, groundwater quality, interconnected surface water, and subsidence (consistent with the Subbasin Groundwater Demand Management Programs and Subsidence Mitigation Measures framework).
- Information related to implementation of PMAs to achieve the Subbasin sustainability goal.
- Information related to effects to beneficial uses and users of groundwater.

Subtask 1.6. Prepare and Submit the GSP 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 prepare all GSP Annual Report materials required for submittal.

- A draft Annual Report will initially be prepared using information received from the GSAs and the results of the other subtasks in this proposal. Following review and feedback from the GSAs, the DE-LSCE Team will revise the draft Annual Report and prepare the final Annual Report in a format suitable for submittal to DWR through the SGMA Portal.
- The DE-LSCE Team will submit the following items to DWR through the SGMA Portal:
    - The final Annual Report.
    - A copy of the monitoring data collected from all available RMS sites, submitted through the SGMA Portal Monitoring Network Module as applicable.
    - A copy of the PMA updates, submitted through the SGMA Portal PMA Module as applicable.

Task 2. Perform Other General Services, As Requested (Optional).

This task encompasses additional general services that may be identified and requested by the GSAs during and following preparation of the GSP Annual Report. Such services may include: interbasin coordination; participation in Basin Point of Contact (POC) meetings; support for implementation of the Domestic Well Mitigation Program; further data review and analyses related to water quality, groundwater dependent ecosystems (GDEs), and monitoring network data gaps; completion of DWR data requests; and/or other items as requested by the GSAs.

3.2 Deliverables

The following deliverable(s) will be provided to the GSAs each year for the WY 2026 through WY 2028 GSP Annual Reports:

1. Draft GSP Annual Report, prepared and submitted to the GSAs for review.
2. Final GSP Annual Report, revised per comments from the GSAs and submitted to DWR.
3. A copy of the monitoring data for the GSP Annual Report reporting period, included in the Annual Report submittal to DWR.
4. A copy of the PMA updates, included in the Annual Report submittal to DWR as applicable.
5. Other work products identified as part of Optional Task 2 and as mutually agreed to by the DE-LSCE Team and the GSAs.

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 engineering services could be affected.

1. CLIENT 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. CLIENT will be the lead for all stakeholder outreach, as required.
4. All meetings will be held remotely, with the exception of one in-person meeting to present the draft GSP Annual Report to the GSP Advisory Committee.
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. The cost of Optional Task 2 is based upon the DE-LSCE Team's best understanding of future professional engineering services that may be required by the GSAs at the time this proposal was prepared. It is assumed that CLIENT and DE will evaluate any differences in the estimated cost and the actual cost, if required.
9. Project work required and/or requested by CLIENT, which is not covered in this proposal, shall be paid for by CLIENT on a time and materials basis at the applicable DE-LSCE Team rates then in effect.
10. The DE-LSCE Team cannot guarantee approval of the Annual Report by DWR.

3.4 Schedule

The DE-LSCE Team proposes to complete the scope of services for WY 2026 through WY 2028 according to the schedule shown 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. In this summary table, the estimated budget for WY 2026 is summarized in Task 1 and Task 2, consistent with the scope of services described in Section 3.1. The estimated budget for each subsequent GSP Annual Report is likewise summarized in two tasks.

Estimated costs for preparing the WY 2026 Annual Report (Task 1) 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.

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	Prepare and Submit the GSP Annual Report (WY 2026)	$22,000	$25,700	$47,700
2	Perform Other General Services, As Requested (WY 2026)	$20,000	$20,000	$40,000
3	Prepare and Submit the GSP Annual Report (WY 2027)	$22,700	$26,500	$49,200
4	Perform Other General Services, As Requested (WY 2027)	$20,000	$20,000	$40,000
5	Prepare and Submit the GSP Annual Report (WY 2028)	$23,300	$27,300	$50,600
6	Perform Other General Services, As Requested (WY 2028)	$20,000	$20,000	$40,000
Total, WY 2026 (Tasks 1-2)		**$42,000**	**$45,700**	**$87,700**
Total, WY 2027 (Tasks 3-4)		**$42,700**	**$46,500**	**$89,200**
Total, WY 2028 (Tasks 5-6)		**$43,300**	**$47,300**	**$90,600**

Item 4.h

Action Item:

Discussion and recommendation to the Board of Directors of the scope of work and budget for Davids Engineering, Inc. to prepare the Chowchilla Subbasin Groundwater Sustainability Plan Annual Reports for Water Years 2026–2028, at a total cost of $267,500 over three years; the Chowchilla Water District Groundwater Sustainability Agency, on behalf of the Chowchilla Subbasin, will enter into an agreement with Davids Engineering, Inc.; your approval authorizes the Director of Water and Natural Resources to notify the Chowchilla Subbasin

@MADERACOUNTY
maderacounty.com

Project Objective

- Per the Groundwater Sustainability Management Act and the California Code of Regulations Title 23 (23 CCR) §356.2: Groundwater Sustainability Plan (GSP) Annual Reports must be prepared and submitted to the California Department of Water Resources (DWR) by April 1 of each year following the adoption of the GSP
- Chowchilla Water District GSA is the plan manager
- This proposal went to the Chowchilla GSP Advisory Committee on 10/14/2026 where it was approved to move forward
- Scope must be approved by all four GSAs within the Chowchilla Subbasin (Madera County GSA, Merced County GSA, Chowchilla Water District GSA and Triangle T Water District GSA)

Proposal

Davids Engineering will prepare the Chowchilla Subbasin GSP Annual Reports for Water Year (WY) 2026 through WY 2028 to ensure compliance with SGMA regulations and provide critical data on groundwater conditions, water budgets, storage changes, and sustainability progress.

Task 1: Prepare General Information, Including an Executive Summary and a Map of the Chowchilla Subbasin Location.

- **Subtask 1.2.** Prepare a Detailed Description and Graphical Representation of Groundwater Conditions
- **Subtask 1.3.** Quantify Water Budget Components
- **Subtask 1.4.** Calculate Change in Groundwater Storage
- **Subtask 1.5.** Prepare a Description of Progress Towards Implementing the GSP
- **Subtask 1.6.** Prepare and Submit the GSP Annual Reporting Containing All Components Required by DWR as Stated in the GSP Regulations

Task 2: Perform Other General Services, As Requested (Optional).

Cost of Proposal

Task Number	Task Name	DE Labor Cost	LSCE Labor Cost	Estimated Total Cost
1	Prepare and Submit the GSP Annual Report (WY 2026)	$22,000	$25,700	$47,700
2	Perform Other General Services, As Requested (WY 2026)	$20,000	$20,000	$40,000
3	Prepare and Submit the GSP Annual Report (WY 2027)	$22,700	$26,500	$49,200
4	Perform Other General Services, As Requested (WY 2027)	$20,000	$20,000	$40,000
5	Prepare and Submit the GSP Annual Report (WY 2028)	$23,300	$27,300	$50,600
6	Perform Other General Services, As Requested (WY 2028)	$20,000	$20,000	$40,000
Total, WY 2026 (Tasks 1-2)		**$42,000**	**$45,700**	**$87,700**
Total, WY 2027 (Tasks 3-4)		**$42,700**	**$46,500**	**$89,200**
Total, WY 2028 (Tasks 5-6)		**$43,300**	**$47,300**	**$90,600**

- Total cost for the three-year contract is $267,500
- Chowchilla Subbasin will use an existing cost-share agreement to split the cost by acreage among the four GSAs within the Chowchilla Subbasin

Staff Recommendation

Recommendation to the Board of Directors of the scope of work and budget for Davids Engineering, Inc. to prepare the Chowchilla Subbasin Groundwater Sustainability Plan Annual Reports for Water Years 2026–2028, at a total cost of $267,500 over three years; the Chowchilla Water District Groundwater Sustainability Agency, on behalf of the Chowchilla Subbasin, will enter into an agreement with Davids Engineering, Inc.; your approval authorizes the Director of Water and Natural Resources to notify the Chowchilla Subbasin



Chowchilla GSP Advisory Committee – *Water Year 2026-28 Annual Report*

October 14, 2026

DAVIDS ENGINEERING, INC

Luhdorff & Scalmanini Consulting Engineers

Agenda

- DE Team
- Annual Report Background
- Annual Report Proposed Task/Budget
- Annual Report Proposed Timeline
- Questions

DE Team

The DE Team has completed all previous annual reports for the Chowchilla Subbasin.

Background

- California Code of Regulations Title 23 (23 CCR) §356.2 requires that annual reports be submitted to the California Department of Water Resources (DWR) by April 1 of each year following the adoption of the GSP.
- Annual Report shall include the following general components for the preceding water year (WY):
  - Groundwater Conditions
  - Surface Water System Water Budget
  - GSA Project Summary

Task/Budget Review

- Required tasks:
  - WY 2026 (Task 1) → $47,700
  - WY 2027 (Task 3) → $49,200
  - WY 2028 (Task 5) → $50,600
- Optional tasks:
  - Tasks 2, 4, & 6 ($40,000 each year)
    - Grant application assistance
    - Point of Contact meetings
    - Coordination meetings
    - Subsidence coordination with DWR and critical infrastructure owners and operators
    - On-call tasks as directed by client
- *Any and all work is time and materials*

Task	Task Name	Total Cost
1	Prepare and Submit the GSP Annual Report (WY 2026)	$47,700
2	Perform Other General Services, As Requested (WY 2026)	$40,000
3	Prepare and Submit the GSP Annual Report (WY 2027)	$49,200
4	Perform Other General Services, As Requested (WY 2027)	$40,000
5	Prepare and Submit the GSP Annual Report (WY 2028)	$50,600
6	Perform Other General Services, As Requested (WY 2028)	$40,000
Totals	**Tasks 1, 3, & 5**	**$147,500**
	Tasks 2, 4, & 6	**$120,000**

DAVIDS ENGINEERING, INC | Luhdorff & Scalmanini Consulting Engineers

Timeline Review

Milestone	Oct*	Nov*	Dec*	Jan*	Feb*	Mar*	Apr*
Notice to Proceed							
Draft Annual Report Document Submitted to Subbasin GSAs for Review							
Comments on Draft Annual Report Document Received from Subbasin GSAs							
Final Annual Report Document and Monitoring Data Submitted to DWR							
Perform other general services, as requested (Optional)	As requested through September 30*						
Required data will be requested and received from the GSAs by December 31*. Draft Annual Report will be submitted to the GSAs for review by March 2*. Comments will be received from the GSAs by March 16*. Final Annual Report will be ready for submittal by March 27*.							
*Dates apply to the corresponding year of each contract year							

Questions?

MADERA COUNTY CONTRACT No. 11537-19

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

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To CWD:

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

To County of Madera:

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

To Triangle T:

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

To County of Merced:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CHOWCHILLA WATER DISTRICT,
a California water district

By: _____

Name: _____

Title: _____

TRIANGLE T WATER DISTRICT
a California water district

By: _____

Name: _____

Title: _____

COUNTY OF MERCED

By: _____

Name: _____

Title: _____

COUNTY OF MADERA

By: Brett Frazier

Name: Brett Frazier

Title: Chairman, Board of Directors

Approved as to Legal Form:

COUNTY COUNSEL

By _____
MICHAEL LINDEY, DEPUTY

COUNTY OF MERCED

By: Lloyd Pareira

DEC 17 2019

Name: Lloyd Pareira

Title: Chairman

COUNTY OF MADERA

By: _____

Name: _____

Title: _____

APPROVED AS TO LEGAL FORM

JAMES N. FINCHER
MERCED COUNTY COUNSEL

BY: _____

Jeffrey B. Grant

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

CHOWCHILLA WATER DISTRICT,
a California water district

By: _____

Name: Kole Upton

Title: President

TRIANGLE T WATER DISTRICT
a California water district

By: _____

Name: _____

Title: _____

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

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

CHOWCHILLA WATER DISTRICT,
a California water district

By:_____

Name: _____

Title: _____

TRIANGLE T WATER DISTRICT
a California water district

By:_____

Name: Lucas Avila

Title: President