

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

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

RECITALS

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

- H. **WHEREAS**, in January 2020, the Parties submitted four GSPs to DWR; and
- I. **WHEREAS**, the Parties agree, and as SGMA allows, a transition to sustainability over the 20-year GSP Implementation Period is in the best overall interest of the Subbasin, although this approach is expected to result in some continued groundwater level declines during the GSP Implementation Period; and
- J. **WHEREAS**, the Parties agree that as a result of the continued decline in groundwater levels anticipated to occur over the GSP Implementation Period, there may be adverse impacts to some domestic and municipal wells in the Subbasin; and
- K. **WHEREAS**, the Parties acknowledge that the number of domestic and municipal wells dewatered during implementation of the GSP (prior to 2040) is heavily dependent on precipitation and snowpack during that time period; and
- L. **WHEREAS**, the Parties acknowledge that wet conditions may result in few dewatered wells; and
- M. **WHEREAS**, the Parties acknowledge that substantial numbers of domestic and municipal wells may be dewatered if prolonged drought occurs during implementation of the GSP, while project and management actions are still being developed and implemented; and
- N. **WHEREAS**, the Parties acknowledge that they cannot control groundwater conditions not caused by regional groundwater conditions; and
- O. **WHEREAS**, the Parties do not intend to resolve or otherwise mitigate for issues related to normal wear and tear; and
- P. **WHEREAS**, the Parties as part of their future analysis agree to review potential impacts to both domestic and municipal wells in the Subbasin; and
- Q. **WHEREAS**, the Parties have reviewed and considered the content and recommendations set-forth by Self-Help Enterprises, Leadership Counsel for Justice and Accountability, and the Community Water Center in their publication titled, "Framework for a Drinking Water Well Impact Mitigation Program."
- R. **NOW, THEREFORE**, in consideration of the mutual promises, covenants and conditions contained herein and these Recitals, which are hereby incorporated herein by this reference, the Parties agree to review and consider mitigation for domestic and municipal well impacts resulting from declining groundwater levels that occur from groundwater management activities outlined in the four GSPs through development of a Domestic Well Mitigation Program (Program) as follows:

AGREEMENT

1. **POTENTIAL PROGRAM MITIGATION MEASURES.** Potential Program mitigation measures may include, but are not limited to:
 - a. Short-term solutions in emergencies, such as delivery of bottled water and/or water tanks.
 - b. Setting well pump at deeper depths, replacement of well pump, or well replacement.
 - c. Residential water treatment equipment.
 - d. Connection to or development of public water systems to serve impacted communities.
 - e. Municipal service connections.

2. **PROPORTIONATE RESPONSIBILITY.** The Parties agree to work cooperatively together to determine the proportionate responsibility of each Party.

3. **FUNDING.** The Parties agree to fund the Program on an annual basis consistent with the final determination of each Party's proportionate responsibility. Each Party shall undertake a funding analysis and Proposition 218 hearing as determined necessary to fund the Program.

4. **PROGRAM DEVELOPMENT COMMITTEE.** The Parties shall establish a Program Development Committee (Committee) that will oversee Program development. The Committee shall include at least one technical staff representative from each of the Parties. The Committee will define the purpose, objectives, roles, responsibilities, requirements, and potential outcomes of the Program. Items for consideration and development by the Committee include, but are not limited to:
 - a. Definitions
 - b. Property eligibility
 - c. Property owner eligibility
 - d. Program application process
 - e. Preferred contractors
 - f. Preliminary inspection process
 - g. Program form development
 - h. Priority
 - i. Eligible mitigation
 - j. Non-eligible mitigation
 - k. Maximum mitigation award
 - l. Recordation of mitigation award

5. **PROGRAM ORGANIZATIONAL STRUCTURE.** To aid the Committee in Program development and implementation, a DRAFT Program organizational structure is as

shown in Exhibit B. That shown in Exhibit B is only a DRAFT and shall not limit or otherwise constrain the Committee in their analysis.

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

To Madera County:

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

To MID:

Madera Irrigation District
Thomas Greci
12152 Road 28 1/4
Madera, CA 93637

To RCWD:

Root Creek Water District
Julia Stornetta
PO Box 27950
Fresno, CA 93729

To GFWD: Gravelly Ford Water District
Don Roberts
18811 Road 27
Madera, CA 93638

To City: City of Madera
Keith Helmuth
428 East Yosemite Avenue
Madera, CA 93638

To NSW: New Stone Water District
Roger Skinner
9500 South DeWolf Avenue
Selma, CA 93662

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

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

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

County of Madera

_____ Date

Madera Irrigation District

_____ Thomas Greci

_____ Date

Root Creek Water District

_____ Julia Stornetta

_____ Date

Gravelly Ford Water District

_____ Don Roberts

_____ Date

City of Madera

_____ Date

New Stone Water District

_____ Roger Skinner

_____ Date

Madera Water District

Phil Janzen

Date

DRAFT

EXHIBIT A

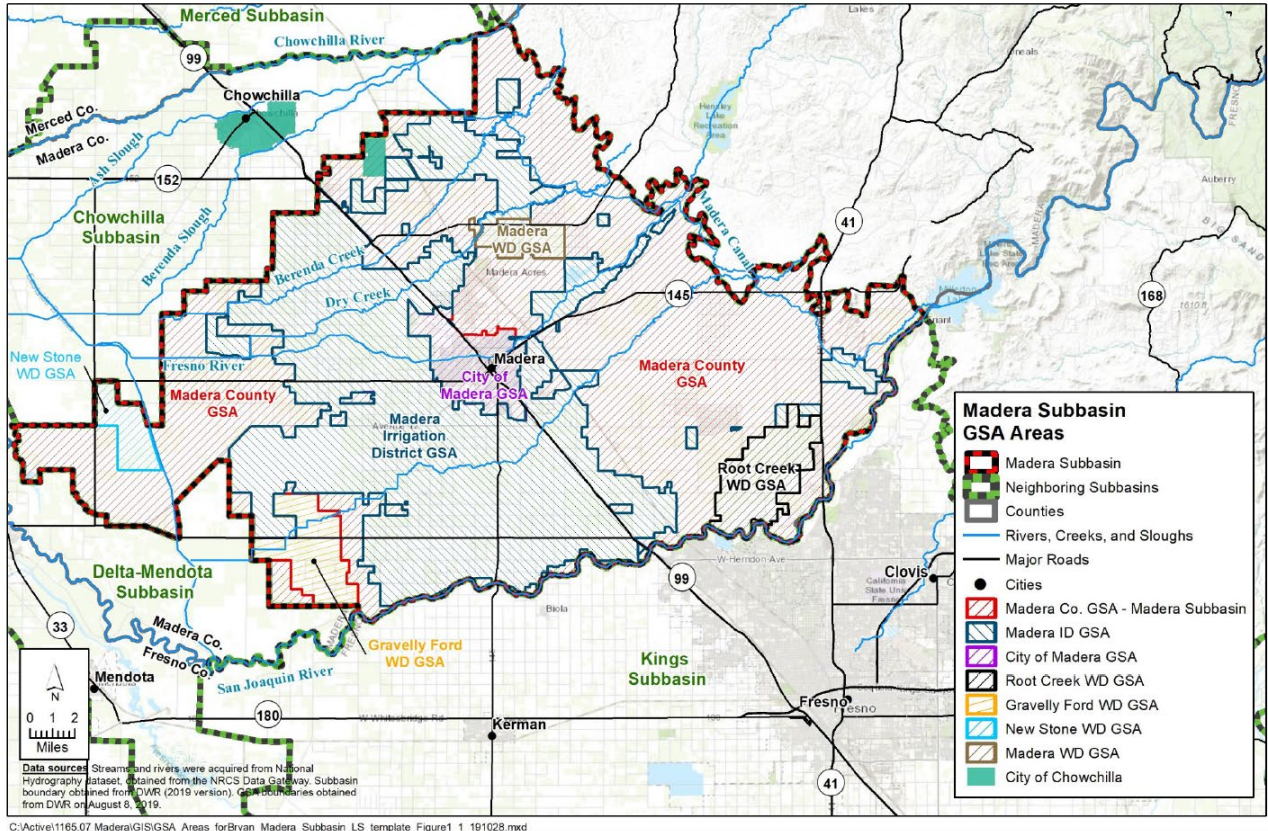
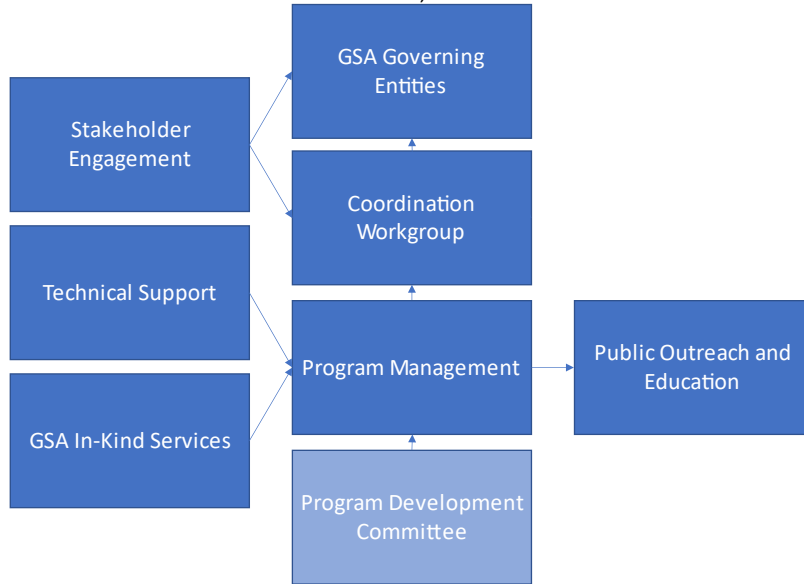


EXHIBIT B

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Madera Subbasin – Domestic Well Mitigation Program Organizational Structure

March 5, 2023



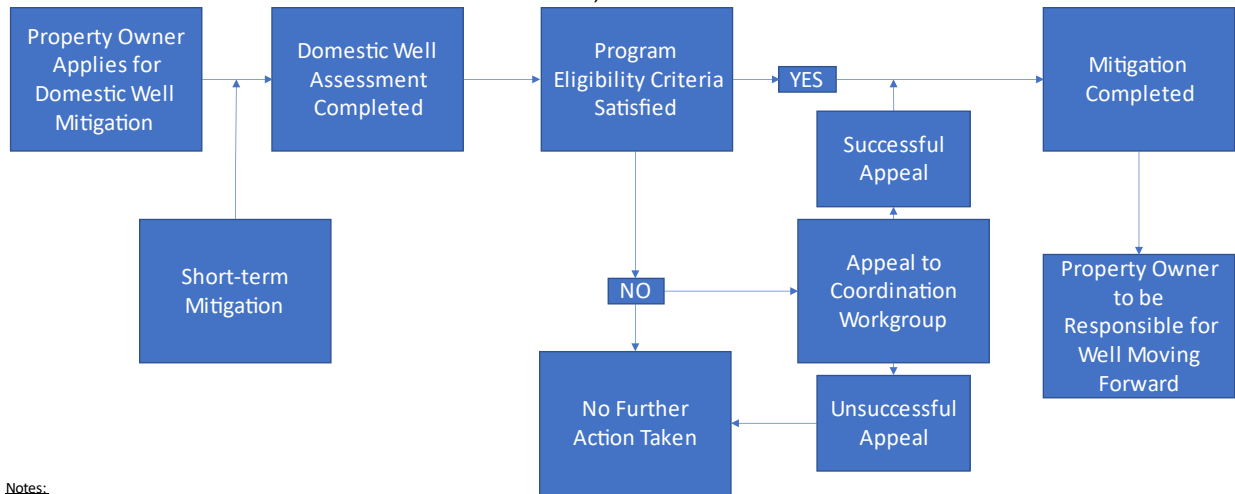
Notes:

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

EXHIBIT C

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



Notes:

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

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