MADERA COUNTY

MEMBERS OF THE BOARD

JORDAN WAMHOFF, District No. 1
DAVID ROGERS, District No. 2
ROBERT L. POYTHRESS, District No. 3
LETICIA GONZALEZ, District No. 4
BOBBY MACAULAY, District No. 5

KAREN SCRIVNER, Chief Clerk of the Board

ANY INDIVIDUAL WITH A DISABILITY OR NEEDS A LANGUAGE INTERPRETER MAY REQUEST SPECIAL ASSISTANCE BY CONTACTING THE CHIEF CLERK TO THE BOARD OF SUPERVISORS 72 HOURS PRIOR TO THE MEETING

The Board of Supervisors meets simultaneously as the Board of Supervisors, the Board of Directors of all Dependent Special Districts governed by the Board, the Board of Directors of County Groundwater Sustainability Agencies, the County Public Financing Authority, the Flood Control and Water Conservation Agency, and the Governing Body of each and every other public entity for which the Board of Supervisors serves as the Governing Body.

Supporting documents relating to the items on this agenda other than those listed as 'Closed Session' are available for public review during normal business hours Monday-Friday from 8:00 a.m. to 5:00 p.m. at the Office of the Clerk of the Board of Supervisors, 200 West 4th Street, 4th Floor, Madera, CA 93637 and through the County of Madera website at www.MaderaCounty.com. Supplemental documents and revisions may be submitted after the initial posting of the agenda. Please visit the Office of the Clerk of the Board of Supervisors for updates.

ORDINANCES AND RESOLUTIONS – With respect to the approval of a resolution and ordinance, the reading of the title shall be deemed a motion to waive a reading of the complete resolution or ordinance and unless there is a request by a Supervisor that the resolution or ordinance be read in full, further reading of the resolution or ordinance shall be deemed waived by unanimous consent of the Board of Supervisors.

Madera County Boards & Commissions - YouTube

Madera County Meeting Portal

Wordly - Live Translation

SUBMITTING WRITTEN PUBLIC COMMENT

After the posting of an agenda, members of the public may submit written correspondence to the Board on any matter within its jurisdiction, either in person or via email. To be included in documents presented to the Board and acknowledged as being received during the regular Board meeting, written correspondence must be received by 4:30 p.m. on the day prior to the Board meeting. Correspondence that is received by the 4:30 p.m. deadline will be distributed to the Board during regular County business hours and made available for public inspection at the Office of the Clerk of the Board of Supervisors at the time of distribution to the Board. The County will attempt to also post courtesy copies of the submitted written correspondence on the County website before the meeting to which the correspondence pertains, unless it is impractical or not possible to do so.

For written correspondence that is timely received by the 4:30 p.m. deadline, the Board Chair or a designated representative will acknowledge receipt of the written correspondence for the relevant agenda item during the Board meeting. However, correspondence will not be read verbatim into the record unless approved by majority vote of the Board.

Late Submissions:

Written correspondence received after 4:30 p.m. the day before the Board meeting and before the meeting ends will only be included in the meeting minutes. Such correspondence will not be forwarded to the Board prior to the meeting, nor will it be acknowledged during the relevant agenda item.

These rules do not apply to written materials submitted for noticed public hearing items prior to the close of the public hearing.

Written correspondence may be submitted to the Board in person, by email or US Mail. Please include the applicable agenda date and item number in the subject line.

Email: COTB@maderacounty.com

U.S. Mail/Personal Delivery:
Board of Supervisors
Attention: Chief Clerk, Board of Supervisors
200 W. 4th Street, Suite 4100
Madera, CA 93637

AGENDA
for the Regular Meeting of the BOARD OF SUPERVISORS
Tuesday, April 14, 2026
09:00 AM

MEETING LOCATION
Madera County Government Center
200 W. 4th Street
Madera, CA 93637

REMOTE PARTICIPATION
https://us06web.zoom.us/j/89572514225
Meeting ID: 895 7251 4225

9:00 A.M. – Closed Session
10:00 A.M. – Regular Session
11:00 A.M. - GSA Items

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1. CALL TO ORDER

2. ADDITIONS TO THE AGENDA

Items identified after the preparation of the agenda for which there is a need to take immediate action. two-thirds vote required for consideration. (Government Code Section 54954.2(b)(2)).

3. CLOSED SESSION

THE FOLLOWING ITEMS WILL BE DISCUSSED ON A NONAPPOINTMENT BASIS, NOT NECESSARILY IN THE ORDER LISTED

3.a BOS-015671: Request for Closed Session-All Units Page 8

Government Code Section 54957.6
CONFERENCE WITH LABOR NEGOTIATORS
Agency designated representatives: Joel Bugay, Assistant County Administrative Officer; Chenecua Dixon, Director of Human Resources; and Sabrina Mendez, Human Resources Manager.
Employee Organization: ALL UNITS
Unrepresented Employees: All Classifications (Excluding Elected Officials)

3.b BOS-015676: Request for Closed Session Page 10

Government Code Section 54956.9(d)(1)
CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Name of Case: In Re: National Prescription Opiate Litigation, Case No. 1:17-md 02804-DAP, pending in the U.S. District Court for the Northern District of Ohio

3.c BOS-015679: Request for Closed Session Page 12

Government Code Section 54956.8
CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Property: Assessor Parcel Number: 049-084-001
Agency Negotiator: Matthew Treber, County Administrative Officer
Negotiating Party: Madera County
Under Negotiation: Price and terms for the purchase exchange, or lease of property

3.d BOS-015680: Request for Closed Session Page 14

Government Code Section 54957
PUBLIC EMPLOYEE **APPOINTMENT/EMPLOYMENT**
Title: Director of Behavioral Health Services

3.e Report by County Counsel on Closed Session items.

4. OPEN AND CLOSE MEETING IN MEMORY OF:

5. INVOCATION AND PLEDGE OF ALLEGIANCE

6. PUBLIC COMMENT

The first 15 minutes of each regular session are set aside for members of the public to address the Board on any matter under the jurisdiction of the Board, but not appearing on the agenda. The Board will not take action on any items presented under public comment. Speakers are limited to 3 minutes. Anyone addressing the Board is asked to print their name clearly on the “Speaker” sheet at the podium and state their name and county of residence for the record.

7. CONSENT CALENDAR

ALL MATTERS LISTED UNDER CONSENT CALENDAR ARE CONSIDERED TO BE ROUTINE AND WILL BE ENACTED BY ONE MOTION

7.a BOS-015638: AUDITOR-CONTROLLER DEPARTMENT Page 16

Consideration of entering into an Agreement with CliftonLarsonAllen, LLP in the amount of $129,930.00 for Fiscal Year 2025-2026, $131,770.00 for Fiscal Year 2026-2027, and $135,730.00 for Fiscal Year 2027-2028 for the provision of auditing services to assist in the completion of the Annual Comprehensive Financial Report and authorize the Chair to sign.

7.b BOS-015629: BEHAVIORAL HEALTH SERVICES DEPARTMENT Page 41

Consideration of entering into an Amendment to MCC No. 12940-25 with Behavioral Health Services Oversight & Accountability Commission (State Agreement No. 24MHSOAC051) in the amount of $300,000.00 for mental and behavioral health services brought to school campuses for a term ending March 31, 2028 and authorize the Behavioral Health Services Acting Director to sign.

7.c BOS-015630: BEHAVIORAL HEALTH SERVICES DEPARTMENT Page 59

Consideration of entering into an Amendment to MCC No. 12941-25 with Behavioral Health Services Oversight & Accountability Commission (State Agreement No. 24MHSOAC012) in the amount of $450,000.00 for mental and behavioral health services brought to school campuses for a term ending March 31, 2028 and authorize the Behavioral Health Services Acting Director to sign.

7.d BOS-015631: BEHAVIORAL HEALTH SERVICES DEPARTMENT Page 77

Consideration of entering into an Agreement with Fresno Community Hospital and Medical Center dba Community Behavioral Health Center in the amounts of $1,496.00 for Room and Board and $883.71 per Administrative Day for psychiatric inpatient care for Fiscal Year 2025-2027 and authorize the Chair to sign.

7.e BOS-015651: COUNTY CLERK RECORDER/REGISTRAR OF VOTERS Page 136

Consideration of approval for Receipt of Unanticipated Revenue No. 25-106 in the amount of $634,890.00 derived from Elections - Election Services to Fixed Assets, Office Expenses, Special Departmental, and Extra Help for Fiscal Year 2025-2026. **4 Votes Required**

7.f BOS-015628: LIBRARY DEPARTMENT Page 142

Consideration of approval to authorize the Library Director to sign the Waiver of Right to Contest Trust and all related documents accepting distribution of Living Trust.

7.g BOS-015596: PUBLIC HEALTH DEPARTMENT Page 180

Consideration of entering into an Agreement with California Accountable Communities for Health Initiative and Madera County Department of Public Health acting as the Lead Agency for Live Well Madera County, to establish a clear understanding of shared goals, responsibilities, and expectations for a term ending December 31, 2026 and authorize the Chair to sign.

7.h BOS-015610: PUBLIC WORKS DEPARTMENT/ENGINEERING SERVICES DIVISION Page 187

Road 200 Bridge Tree Mitigation Restoration Project at Fine Gold Creek.

1.Consideration of entering into an Agreement with Compliance Solutions, Inc. in the amount of $50,750.00 for Biological Monitoring and Reporting Services on the Road 200 Bridge Tree Mitigation Restoration Project at Fine Gold Creek and authorize the Chair to sign.

2.Consideration of approval to authorize the Director of Public Works or his designee to issue Notice to Proceed in accordance with the provisions of the contract.

3.Consideration of approval to authorize the Auditor-Controller to issue payments for contingencies up to 10% of the contract award amount per established County policy.

4.Consideration of approval to authorize the Director of Public Works or his designee to solely issue and approve Contract Change Orders in accordance with Public Contract Code not to exceed authorized contingencies.

7.i BOS-015634: SHERIFF-CORONER’S OFFICE Page 203

Consideration of approval of Transfer of Appropriations No. 25-107 in the amount of $10,266.00 from Corrections Admin – Office Expense to Eqpt/Furniture>$5000 for Fiscal Year 2025-2026.

7.j BOS-015645: SHERIFF-CORONER'S OFFICE Page 207

Consideration of approval for the Sheriff's Office to apply for and accept funds from the Fiscal Year 2025 Edward Byrne Memorial – Justice Assistance Grant, Local Solicitation and authorize the Chair to sign the Certificate and Assurances form.

7.k BOS-015580: SOCIAL SERVICES DEPARTMENT Page 211

Consideration of entering into an Agreement with Brain Learning Psychological Corporation in an amount not to exceed $91,000.00 to provide assessment services for CalWORKs participants for Fiscal Year 2026-2027 and authorize the Chair to sign.

7.l BOS-015642: SOCIAL SERVICES DEPARTMENT Page 223

Consideration of entering into an Agreement with Language Line Services, Inc. in an amount not to exceed $50,000.00 for interpreting and translation services for Fiscal Years 2025-2027 and authorize the Chair to sign.

7.m BOS-015649: SOCIAL SERVICES DEPARTMENT Page 242

Consideration of entering into an Agreement with the Madera County Economic Development Commission in an amount not to exceed $241,337.61 to provide business retention, expansion, and attraction services to offer the Expanded Subsidized Employment (ESE) Program to County businesses for CalWORKs participants for Fiscal Year 2026-2027 and authorize the Chair to sign.

8. DISCUSSION ITEMS

8.a BOS-015585: COUNTY CLERK RECORDER/REGISTRAR OF VOTERS Page 261

Presentation of a Proclamation recognizing April 13-24, 2026 as California High School Voter Education Week.

8.b BOS-015575: BOARD OF SUPERVISORS DEPARTMENT Page 265

Presentation and update from the Madera County Mosquito & Vector Control District.

8.c BOS-015647: PUBLIC WORKS DEPARTMENT/ENGINEERING SERVICES DIVISION Page 299

Discussion and consideration of entering into an Agreement with Baker Mini LP for the Derrel's Mini Storage development project and authorize the Chair to sign.

8.d BOS-015637: SHERIFF-CORONER'S OFFICE Page 318

Discussion and consideration of entering into an Amendment to MCC No. 12417-23 with NAAG Forensic at the rate of $30,000.00 per month in a total amount of $1,800,000.00 over 5 years for the provision of autopsy and comprehensive pathology services and extending the term to December 31, 2030 and authorize the Chair to sign.

8.e BOS-015636: WATER & NATURAL RESOURCES DEPARTMENT Page 330

Discussion and consideration of entering into an Agreement with Frank Raymond East and Karen Bernadine East Revocable Living Trust for the re-purposing of a total of 4.2 producing acres to a Community/Cultural Space Project for no less than a ten (10) year term and authorize the Chair to sign.

9. 11:00 AM - GSA ITEMS

9.a BOS-015641: BOARD OF DIRECTORS GROUNDWATER SUSTAINABILITY AGENCY/WATER & NATURAL RESOURCES DEPARTMENT Page 383

Discussion and consideration to adopt a Resolution adopting the Chowchilla Subbasin Groundwater Demand Management Programs and Subsidence Mitigation Measures.

9.b BOS-015643: BOARD OF DIRECTORS GROUNDWATER SUSTAINABILITY AGENCY/WATER & NATURAL RESOURCES DEPARTMENT Page 503

Discussion and consideration of approval for Transfer of Appropriations No. 25-098 in the amount of $122,565.00 from GSA Fee Revenue – Appropriation for Contingency to the Refunds and Reimbursements for Fiscal Year 2025-2026. **4 Votes Required**

9.c BOS-015644: BOARD OF DIRECTORS GROUNDWATER SUSTAINABILITY AGENCY/WATER & NATURAL RESOURCES DEPARTMENT Page 532

Discussion and consideration to adopt a Resolution amending the Domestic Well Mitigation Program for the Madera Subbasin.

10. PENDING LEGISLATION - Discuss, Support, or Oppose

Legislation Presented by Supervisors and/or Staff

11. SUPERVISORS AND STAFF REPORTS

12. RESUME 9:00 A.M. CLOSED SESSION (AS NEEDED)

13. ADJOURNMENT

NEXT MEETINGS:

APRIL 21, 2026, REGULAR MEETING
MAY 5, 2026, REGULAR MEETING
MAY 12, 2026, REGULAR MEETING
MAY 19, 2026, REGULAR MEETING

Item 3.a

BOARD OF SUPERVISORS
COUNTY OF MADERA

Agendas available: www.MaderaCounty.com
YouTube Videos: Madera County Boards & Commissions

MEMBERS OF THE BOARD

JORDAN WAMHOFF, District No. 1
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ROBERT L. POYTHRESS, District No. 3
LETICIA GONZALEZ, District No. 4
BOBBY MACAULAY, District No. 5

ROBERT MACAULAY, CHAIR
KAREN SCRIVNER, CHIEF CLERK TO THE BOARD

BOARD LETTER & MINUTE ORDER

MEETING DATE: April 14, 2026

AGENDA #

CLOSED SESSION:
BOS-015671: Request for Closed Session-All Units

DEPARTMENT CONTACT:	**DOC.ID #**
Chenecua Dixon	BOS-015671

BOARD ACTING AS:	**VOTE REQ.**
BOARD OF SUPERVISORS	3/5

This Section is reserved for Clerk of the Board's Office Use Only

BOARD'S ACTION:

COTB – Choose Motion Result.
COTB – Enter Vote Results.

Processed By: Clerk Name – COTB Use Only.

RECOMMENDED ACTION:

Government Code Section 54957.6
CONFERENCE WITH LABOR NEGOTIATORS
Agency designated representatives: Joel Bugay, Assistant County Administrative Officer; Chenecua Dixon, Director of Human Resources; and Sabrina Mendez, Human Resources Manager.

Employee Organization: ALL UNITS
Unrepresented Employees: All Classifications (Excluding Elected Officials)

ATTACHMENTS:

1. N/A

Item 3.b

BOARD OF SUPERVISORS
COUNTY OF MADERA

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MEMBERS OF THE BOARD

JORDAN WAMHOFF, District No. 1
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ROBERT MACAULAY, CHAIR
KAREN SCRIVNER, CHIEF CLERK TO THE BOARD

BOARD LETTER & MINUTE ORDER

MEETING DATE: April 14, 2026

AGENDA #

CLOSED SESSION:
BOS-015676: Request for Closed Session

DEPARTMENT CONTACT:	**DOC.ID #** BOS-015676

BOARD ACTING AS: BOARD OF SUPERVISORS	**VOTE REQ.** 3/5

This Section is reserved for Clerk of the Board's Office Use Only

BOARD'S ACTION:

COTB – Choose Motion Result.
COTB – Enter Vote Results.

Processed By: Clerk Name – COTB Use Only.

RECOMMENDED ACTION:

Government Code Section 54956.9(d)(1)
CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Name of Case: In Re: National Prescription Opiate Litigation, Case No. 1:17-md 02804-DAP, pending in the U.S. District Court for the Northern District of Ohio

ATTACHMENTS:

1. N/A

Item 3.c

BOARD OF SUPERVISORS
COUNTY OF MADERA

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MEMBERS OF THE BOARD

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ROBERT MACAULAY, CHAIR
KAREN SCRIVNER, CHIEF CLERK TO THE BOARD

BOARD LETTER & MINUTE ORDER

MEETING DATE: April 14, 2026

AGENDA #

CLOSED SESSION:
BOS-015679: Request for Closed Session

DEPARTMENT CONTACT:	**DOC.ID #**
Joel Bugay	BOS-015679

BOARD ACTING AS:	**VOTE REQ.**
BOARD OF SUPERVISORS	3/5

This Section is reserved for Clerk of the Board's Office Use Only

BOARD'S ACTION:

COTB – Choose Motion Result.
COTB – Enter Vote Results.

Processed By: Clerk Name – COTB Use Only.

RECOMMENDED ACTION:

Government Code Section 54956.8
CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Property: Assessor Parcel Number: 049-084-001
Agency Negotiator: Matthew Treber, County Administrative Officer

Negotiating Party: Madera County
Under Negotiation: Price and terms for the purchase exchange, or lease of property

ATTACHMENTS:

1. N/A

Item 3.d

BOARD OF SUPERVISORS
COUNTY OF MADERA

Agendas available: www.MaderaCounty.com
YouTube Videos: Madera County Boards & Commissions

MEMBERS OF THE BOARD

JORDAN WAMHOFF, District No. 1
DAVID ROGERS, District No. 2
ROBERT L. POYTHRESS, District No. 3
LETICIA GONZALEZ, District No. 4
BOBBY MACAULAY, District No. 5

ROBERT MACAULAY, CHAIR
KAREN SCRIVNER, CHIEF CLERK TO THE BOARD

BOARD LETTER & MINUTE ORDER

MEETING DATE: April 14, 2026

AGENDA #

CLOSED SESSION:
BOS-015680: Request for Closed Session:

DEPARTMENT CONTACT:	**DOC.ID #**
Chenecua Dixon	BOS-015680

BOARD ACTING AS:	**VOTE REQ.**
BOARD OF SUPERVISORS	3/5

This Section is reserved for Clerk of the Board's Office Use Only

BOARD'S ACTION:

COTB – Choose Motion Result.
COTB – Enter Vote Results.

Processed By: Clerk Name – COTB Use Only.

RECOMMENDED ACTION:

Government Code Section 54957
PUBLIC EMPLOYEE **APPOINTMENT/EMPLOYMENT**
Title: Director of Behavioral Health Services

ATTACHMENTS:

1. N/A

Item 7.a

BOARD OF SUPERVISORS
COUNTY OF MADERA

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MEMBERS OF THE BOARD

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ROBERT MACAULAY, CHAIR
KAREN SCRIVNER, CHIEF CLERK TO THE BOARD

BOARD LETTER & MINUTE ORDER

MEETING DATE: April 14, 2026

AGENDA #

DEPARTMENT:
BOS-015638: AUDITOR-CONTROLLER DEPARTMENT

DEPARTMENT CONTACT:	**PLACEMENT**	**DOC. ID #**
David Richstone, Victoria Cantu, Elizabeth Cruz	CONSENT	BOS-015638

PREVIOUS BOARD ACTION(S):
N/A

BOARD ACTING AS:	**VOTE REQ.**
BOARD OF SUPERVISORS	3/5

This Section is reserved for Clerk of the Board's Office Use Only

BOARD'S ACTION:

COTB – Choose Motion Result.
COTB – Enter Vote Results.

Processed By: Clerk Name – COTB Use Only.

RECOMMENDED ACTION:

Consideration of entering into an Agreement with CliftonLarsonAllen, LLP in the amount of $129,930.00 for Fiscal Year 2025-2026, $131,770.00 for Fiscal Year 2026-2027, and $135,730.00 for Fiscal Year 2027-2028 for the provision of auditing

services to assist in the completion of the Annual Comprehensive Financial Report and authorize the Chair to sign.

BACKGROUND SUMMARY / FISCAL IMPACT:

DISCUSSION:

The prior Board approved a contract with CliftonLarsonAllen LLP (CLA) for auditing services which has expired and the County is in need of auditing services for fiscal years ending June 30, 2026, June 30, 2027 and June 30, 2028. The Auditor-Controller's Office has a good working relationship with CLA and they continue to be reliable in working with us to complete our financial audit. Due to the length of the working relationship with CLA we will have a new partner overseeing the upcoming audits.

The cost of the audit for fiscal year ending June 30, 2026 has not increased from the previous audit year, fiscal year ending June 30, 2025. CliftonLarsonAllen LLP will implement a five percent (5%) increase for each fiscal year thereafter in the agreement.

The fees listed includes the Federally mandated audit of five (5) major programs for each fiscal year. Due to an increase of Federal funds received by the County, CliftonLarsonAllen LLP has proposed a seven thousand five hundred dollar fee ($7,500) for each additional program required to be audited.

FISCAL IMPACT:

This contract will be paid out of the Special Payments budget and has been accounted for in normal budget appropriations for the upcoming fiscal year.

CONNECTION TO THE COUNTY OF MADERA STRATEGIC PLAN:

STRATEGIC FOCUS AREAS
- Focus Area 1: Community

ATTACHMENTS:

1. Certificate of Insurance Approval
2. CLA contract for FYE 26, 27 & 28

MADERA COUNTY CONTRACT NO. _____
(Auditor Controller's Office - Financial Statement Audit: CliftonLarsonAllen, LLP)

THIS AGREEMENT is made and entered into this ____ day of _____, 2026, by and between the COUNTY OF MADERA, a political subdivision of the State of California ("COUNTY") and CLIFTONLARSONALLEN, LLP ("CONTRACTOR").

AGREEMENT

1. **TERM**. Services shall begin upon approval and be completed on or before April 30, 2029, unless otherwise terminated.

2. **SCOPE OF SERVICES**. CONTRACTOR shall provide auditing services to COUNTY to assist in the completion of the Annual Comprehensive Financial Report of the COUNTY for fiscal years ending June 30, 2026, June 30, 2027, and June 30, 2028, in compliance with Government Code sections 25250 and 25253. These statutes require that COUNTY publish a complete set of financial statements presented in conformity with generally accepted auditing standards by a firm of licensed certified public accountants. Audits shall be completed within six (6) months of each fiscal year end.

CONTRACTOR shall also assist in obtaining the Government Finance Officers Association ("GFOA") Certificate of Achievement for Excellence in Financial Reporting by reviewing previous findings and shall work with COUNTY to review the GFOA checklist. CONTRACTOR shall complete the audit of COUNTY compliance utilizing the compliance requirements criteria described in the U.S. Office of Management and Budget Compliance Supplement with a potential direct or material effect on each of COUNTY's major federal programs for the years ending June 30, 2026, June 30, 2027, and June 30, 2028. This is also referred to as a Single Audit.

CONTRACTOR shall perform these services and accomplish those tasks, in accordance with the Statement of Work, attached hereto as Exhibit "A," and incorporated herein by reference.

3. **INCORPORATION OF MASTER AGREEMENT**. Madera County Master Contract No. 016, found at https://www.maderacounty.com/i-want-to/view-county-master-contracts, is incorporated herein by reference as if fully stated. CONTRACTOR shall adhere to all terms and conditions of Master Contract No. 016.

4. **COMPENSATION AND COSTS**. COUNTY shall pay CONTRACTOR for the satisfactory performance of services as follows:

(a) For fiscal year ending June 30, 2026, payment shall not exceed One Hundred Twenty-Seven Thousand Nine Hundred Thirty Dollars ($127,930.00) of which Ninety-Nine Thousand Five Hundred Sixty Dollars ($99,560.00) shall be for financial statement audit and report compilation and Twenty-Eight Thousand Three Hundred Seventy ($28,370.00) shall be for Single Audit fees, including the audit of five (5) major programs.

(b) For fiscal year ending June 30, 2027, payment shall not exceed One Hundred Thirty-One Thousand Seven Hundred Seventy Dollars ($131,770.00) of which One Hundred Two Thousand Five Hundred Fifty Dollars ($102,550.00) shall be for financial statement audit and report compilation and Twenty-Nine Thousand Two Hundred Twenty Dollars ($29,220.00) shall be for Single Audit fees, including the audit of five (5) major programs.

(c) For fiscal year ending June 30, 2028, payment shall not exceed One Hundred Thirty-Five Thousand Seven Hundred Thirty Dollars ($135,730.00)

of which One Hundred Five Thousand Six Hundred Thirty Dollars ($105,630.00) shall be for financial statement audit and report compilation and Thirty Thousand One Hundred Dollars ($30,100.00) shall be for Single Audit fees, including the audit of five (5) major programs.

(d) Single Audit fees for additional major programs shall be billed at Seven Thousand Five Hundred Dollars ($7,500.00) per program.

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

COUNTY

David Richstone, Auditor-Controller
Auditor-Controller's Office
200 West 4th Street
Madera, CA 93637

With Copy to

Madera County Board of Supervisors
Attn: Chief Clerk
200 West 4th Street
Madera, CA 93637

CONTRACTOR

CliftonLarsonAllen, LLP
Attn: Richard Gonzalez
925 Highland Point Drive,
Suite 450
Roseville, CA 95678

6. **INSURANCE**. CONTRACTOR shall not commence work under this Agreement until first obtaining general liability insurance in the amount of One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) aggregate; automobile liability insurance in the amount of One Million Dollars ($1,000,000.00), combined single limits; errors and omissions insurance not less than One Million Dollars ($1,000,000.00); and workers' compensation insurance as required

by California law. General liability and automobile liability policies shall name the COUNTY as additional insureds.

7. **BONDS**. Payment and performance bonds shall not be required.

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

COUNTY OF MADERA

_____
Chair, Board of Supervisors

ATTEST:

_____
Clerk, Board of Supervisors

CLIFTONLARSONALLEN, LP

By: _____
(Signature)

Rich Gonzalez, CPA
(Print Name)

Title: Principal

Approved as to Legal Form:
COUNTY COUNSEL

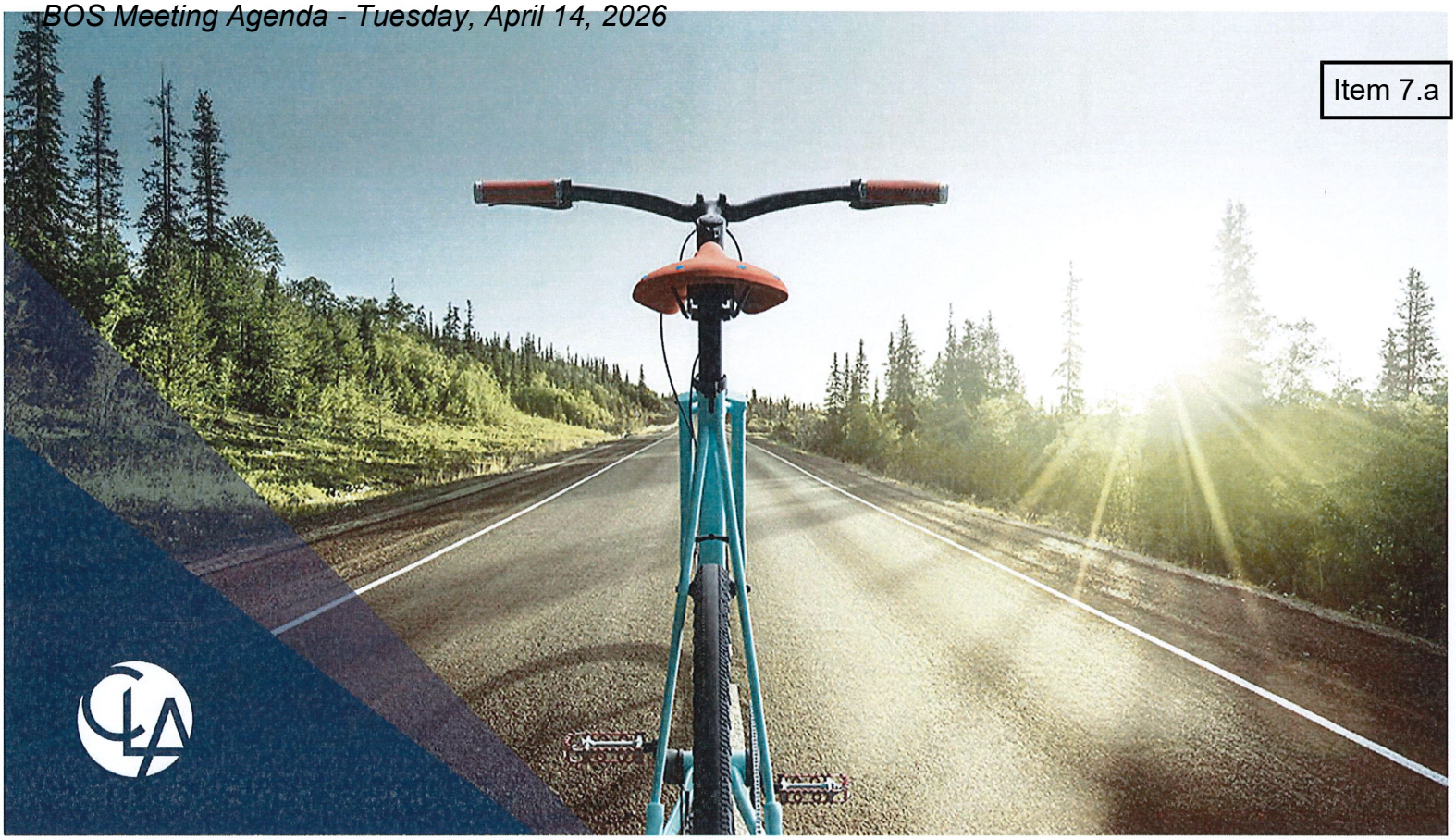
By: Crystal Pizano
Digitally signed by: Crystal Pizano
DN: CN = Crystal Pizano email = cpizano@lozanosmith.com C = US O = Lozano Smith
Date: 2026.03.10 12:16:51 -07'00'

ACCOUNT NUMBER(S)

_____

_____

EXHIBIT A



February 19, 2026

Cost Proposal to provide professional audit services to:

County of Madera, California

Prepared by:
Richard Gonzalez, CPA, Principal
rich.gonzalez@CLAconnect.com
Direct 916-677-5760

CLAconnect.com

CPAS | CONSULTANTS | WEALTH ADVISORS

CLA (CliftonLarsonAllen LLP) is an independent network member of CLA Global. See CLAglobal.com/disclaimer.
Investment advisory services are offered through CliftonLarsonAllen Wealth Advisors, LLC, an SEC-registered investment advisor.

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CLAconnect.com

February 19, 2026
Honorable Board of Supervisors and Management
County of Madera
200 West 4th Street, 2nd Floor
Madera, CA 93637

Thank you for inviting us to propose an extension of our services to you. We look forward to the opportunity to continue providing services to the County of Madera (County). The enclosed proposal responds to your request for audit and other professional services for the years ended June 30, 2026, 2027 and 2028.

We are confident that our extensive experience serving similar governmental entities, including the County, bolstered by our client-oriented philosophy and depth of resources, will make CLA a top qualified candidate to fulfill the scope of your engagement. The following differentiators are offered for the County's consideration:

- ***Industry-specialized insight and resources*** – As one of the nation's leading professional services firms, and one of the largest firms who specialize in regulated industries, CLA has the experience and resources to assist the County with their audit needs. In addition to your experienced local engagement team, the County will have access to one of the country's largest and most knowledgeable pools of regulated industry resources.

- ***Strong methodology and responsive timeline*** – In forming our overall audit approach, we have carefully reviewed the RFP and other information made available and considered our experience performing similar work for other municipalities, as well as currently providing these services to the County. Our local government clients are included amongst the more than 4,200 governmental organizations we serve nationally. Our staff understands your complexities not just from a compliance standpoint, but also from an operational point of view. The work plan also minimizes the disruption of your staff and operations and provides a blueprint for timely delivery of your required reports.

- ***Communication and proactive leadership*** – The County will continue to benefit from a high level of hands-on service from our team's senior professionals. We can provide this level of service because, unlike other national firms, our principal-to-staff ratio is similar to smaller firms – allowing our senior level professionals to be involved and immediately available throughout the entire engagement process. Our approach helps members of the engagement team stay abreast of key issues at the County and take an active role in addressing them.

- ***A focus on providing consistent, dependable service*** – We differ from other national firms in that our corporate practice focuses on the needs of non-SEC clients, thus allowing us to avoid the workload compression typically experienced by firms that must meet public companies' SEC filing deadlines. CLA is organized into industry teams, affording our clients with specialized industry-specific knowledge supplemented by valuable local service and insight. Therefore, the County will enjoy the service of members of our state and local government services team who understand the issues and environment critical to governmental entities.

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- ***We know you!*** We know and understand the County. By providing services to you in the past, we have established an understanding of your organization. The work we've performed provides your project with momentum before we begin the engagement. We don't have to spend a lot of time up front learning about your core operations, we know them well.

We want to continue serving you and we have the qualifications to deliver quality, timely work. Throughout this proposal, we take you on a journey outlining how we'll work together and the value you can come to appreciate when we exceed expectations.

Please contact me if I can provide additional information on our firm or our proposal.

Sincerely,

CliftonLarsonAllen LLP

Richard Gonzalez, CPA, Principal
916-677-5760 | rich.gonzalez@CLAconnect.com

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Firm Qualifications and Experience

Size of the firm

It takes balance.[TM] With CLA by your side, you will find everything you need in one firm. Professionally or personally, big or small, we can help you discover opportunities and bring balance to get you where you want to go.



As a professional services firm with nearly 9,000 professionals in 130 locations, we exist to create opportunities ... for you, our people, and our communities through industry-focused wealth advisory, digital, audit, tax, consulting, and outsourcing services. We do this when we live the CLA Promise — a promise to know you and help you.

Size of firm's governmental audit staff

With more than 600 professionals dedicated to our state and local government practice, CLA has one of the largest governmental audit and consulting practices in the country and brings extensive experience providing a variety of such services to state and local government entities. Our state and local government team serves more than 4,200 governmental engagements nationwide, including numerous cities, counties, municipalities, states and state agencies, and school boards. In addition, we perform single audits for hundreds of organizations annually (1,681 according to the most recent Federal Audit Clearinghouse data), ranking top in the nation for the number of single audits performed by any CPA firm.

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State and local government experience

You can benefit from a close personal connection with a team of professionals devoted to governments. Our goal is to become familiar with all aspects of your operations — not just the information needed for the year-end audit so that we can offer proactive approaches in the areas that matter most to you:

- Finding new ways to operate more effectively and efficiently
- Responding to regulatory pressures and complexities
- Maintaining quality services in the face of changing budgetary priorities
- Providing transparent, accurate, and meaningful financial information to stakeholders, decision-makers, and your constituents

We understand the legislative changes, funding challenges, compliance responsibilities, and risk management duties that impact you. Our experienced government services team can help you navigate the challenges of today, all while seamlessly strategizing for the future.



Deep industry connections

CLA actively supports industry education as a thought leader and industry speaker. We focus on supporting the educational needs of the industry through nationally sponsored trade events. Our team of professionals is sought after, both as educators and as experienced speakers who are invited to speak and teach at major professional events by leading trade associations, including those shown here.



We are also actively involved in and/or are members of the following professional organizations:

- American Institute of Certified Public Accountants (AICPA)
- AICPA's State and Local Government Expert Panel
- AICPA's Government Audit Quality Center (GAQC)
- Government Finance Officers Association (GFOA)

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- Special Review Committee for the GFOA's Certificate of Achievement for Excellence in Financial Reporting (Certificate) Program
- Association of Government Accountants

Our involvement in these professional organizations, combined with various technical services we subscribe to, allows us to be at the forefront of change in the constantly changing government environment. We take our responsibility for staying current with new accounting pronouncements, auditing standards, other professional standards and laws and regulations seriously.

Insight to strengthen your organization

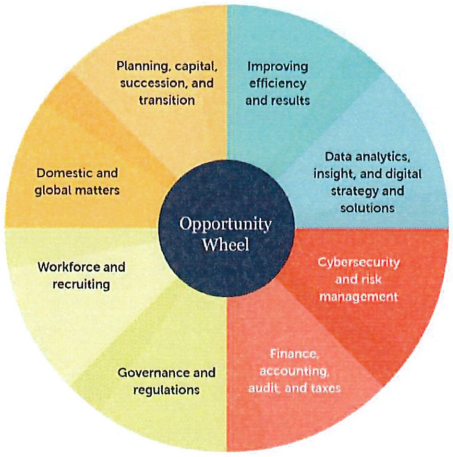
When you're ready to go beyond the numbers to find value-added strategies, we offer resources to help you respond to challenges and opportunities including:

- National webinars — Access complimentary professional development opportunities for your team.
- Articles and white papers — Stay current on industry information as issues arise.

Curious: *We care, we listen, we get to know you.*

Support at every turn

With dedicated services specific to state and local governments, you have access to guidance on all aspects of your operations.



- Audit, review, and compilation of financial statements
- Compliance audits (HUD, OMB Single Audits)
- Cybersecurity
- Enterprise risk management
- Forensic accounting, auditing, and fraud investigation
- Fraud risk management
- Grant compliance
- Implementation assistance for complex Governmental Accounting Standards Board (GASB) statements
- Internal audit
- Outsourced business operations
- Performance auditing
- Purchase card (p-card) monitoring and analytics
- Risk assessments
- Strategic, financial, and operational consulting
- Telecom management services
- Business opportunity assessments
- System optimization and selection

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California government experience

CLA is a leading provider of government audit and consulting services in California. We serve more than 130 California municipalities, special purpose governments, and school districts, including more than 20 California counties. As such, we understand the complexities within California governments, grant funding, and the specific federal and state compliance requirements of that funding. Inherently, with the size of CLA's government practice, we are continually consulting other governments and professionals to stay current on constant changes and local issues that may affect the County.



The following represents California counties audited by the Sacramento office during the last 5 years.

Similar Entity	Services						
County name	County FS audit	Single audit	Finance Authorities	Treasury Oversight Committee	Federal & State Grants	Successor Agency	Sanitation and other Special Districts
Butte*	X	X			X		X
Calaveras*	X	X		X			
Colusa	X	X		X			
El Dorado	X	X		X	X		
Kern*	X	X		X	X		X
Lake*	X	X			X		X
Madera*	X	X			X		
Marin*	X	X	X	X		X	
Mendocino*	X	X			X		
Modoc	X	X					
Monterey*	X	X	X	X	X	X	
Nevada*	X	X	X	X	X		X
Placer*	X	X	X	X	X		X
San Bernardino*	X	X	X				
San Luis Obispo*	X	X		X			

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Similar Entity	Services						
County name	County FS audit	Single audit	Finance Authorities	Treasury Oversight Committee	Federal & State Grants	Successor Agency	Sanitation and other Special Districts
Shasta*	X	X	X	X			X
Stanislaus*	X	X		X	X		X
Tehama	X	X			X		
Trinity*	X	X			X		
Yuba	X	X					

**ACFR*

Quality control procedures and peer review report

In the most recent peer review report, dated November 2022, we received a rating of pass, which is the most positive report a firm can receive. We are proud of this accomplishment and its strong evidence of our commitment to technical excellence and quality service. The full report is provided on the following page. ***This quality control review included a review of specific government engagements.***

In addition to an external peer review, we have implemented an intensive internal quality control system to provide reasonable assurance that the firm and our personnel comply with professional standards and applicable legal and regulatory requirements. Our quality control system includes the following:

- A quality control document that dictates the quality control policies of our firm. In many cases, these policies exceed the requirements of standard setters and regulatory bodies. Firm leadership promotes and demonstrates a culture of quality that is pervasive throughout the firm's operations. To monitor our adherence to our policies and procedures, and to foster quality and accuracy in our services, internal inspections are performed annually.
- Quality control standards as prescribed by the AICPA. The engagement principal is involved in the planning, fieldwork, and post-fieldwork review. In addition, an appropriately experienced professional performs a risk-based second review of the engagement prior to issuance of the reports.
- Hiring decisions and professional development programs designed so personnel possess the competence, capabilities, and commitment to ethical principles, including independence, integrity, and objectivity, to perform our services with due professional care.
- An annual internal inspection program to monitor compliance with CLA's quality control policies. Workpapers from a representative sample of engagements are reviewed and improvements to our practices and processes are made, if necessary, based on the results of the internal inspection.
- Strict adherence to the AICPA's rules of professional conduct, which specifically require maintaining the confidentiality of client records and information. Privacy and trust are implicit in the accounting profession, and CLA strives to act in a way that will honor the public trust.
- A requirement that all single audit engagements be reviewed by a designated single audit reviewer, thereby confirming we are in compliance with the standards set forth in the *Uniform Guidance*.

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Cherry Bekaert LLP
Your Guide Forward

Report on the Firm's System of Quality Control

To the Principals of CliftonLarsonAllen LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of CliftonLarsonAllen LLP (the "Firm") applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants ("Standards").

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards, may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The Firm is responsible for designing and complying with a system of quality control to provide the Firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The Firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the Firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans; audits performed under FDICIA; and examinations of service organizations (SOC 1® and SOC 2® engagements).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the Firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of CliftonLarsonAllen LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2022, has been suitably designed and complied with to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. CliftonLarsonAllen LLP has received a peer review rating of *pass*.

Cherry Bekaert LLP

Cherry Bekaert LLP
Charlotte, North Carolina
November 18, 2022

cbh.com

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Anticipated timeline

Count on clear communication and regular updates.



We have designed a plan that meets your needs and key deadlines. In our planning meeting, we'll discuss this timeline with you in greater detail and adjust as appropriate.

April - May	Pre-interim work, including preparation of engagement letters and scheduling the audit. Establish portal to request items needed for the audit. Initial planning meeting to discuss timeline for field work and deliverables.
June - August	Interim audit work begins: CLA to perform extensive testing during the summer to reduce testing performed during year-end field work with the emphasis of delivering reports timely.
September - October	Field audit work begins for all engagements, including the single audit.
November	Draft reports for all engagements while performing detailed and engagement leader reviews, including assisting the Auditor-Controller with drafting of its ACFR
December	Issuance of final reports by December 31
Ongoing	Planning and update meetings, including weekly check-in meetings until the audit is completed

Reliable: *Look for us to respond in hours, not days. We strive to deliver service that exceeds your expectations.*

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Price Quote



Service	2025 – 2026	2026 – 2027	2027 - 2028
County Audit (ACFR)	$ 99,560	$ 102,550	$105,630
Single Audit*	$ 28,370	$ 29,220	$ 30,100
Total	**$127,930**	**$131,770**	**$135,730**

*Up to 5 major programs with additional programs billed at $7,500 each.

Our fixed-fee quote is designed with an understanding that:

- The County personnel will provide documents and information requested in a timely fashion.
- The operations of your organization do not change significantly and do not include any future acquisitions or significant changes in your business operations.
- There are not significant changes to the scope, including no significant changes in auditing, accounting, or reporting requirements.

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Appendix

A. Your service team biographies

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Brianne Wiese, CPA

CLA (CliftonLarsonAllen LLP)



Principal
Pasadena, California

310-592-3940
brianne.wiese@CLAconnect.com

Profile

Brianne is a highly experienced auditor with over 20 years of experience primarily serving state and local governments and large not for profit entities. Throughout her career, she has developed a deep understanding of the unique challenges and opportunities facing organizations like yours. In addition to her technical experience, Brianne is known for her strong communication skills and ability to build lasting relationships with clients and colleagues. She is a collaborative team player who is always willing to go the extra mile.

With a track record of delivering high-quality audit services, Brianne has earned a reputation as a trusted advisor to clients across a range of industries. She is committed to staying up to date on the latest trends and best practices in the field, and she brings this knowledge to every engagement. Brianne is passionate about helping your organization achieve its goals and fulfill your missions through effective financial management and accountability.

Technical experience

- State and local government
- Nonprofit entities

Education and professional involvement

- Bachelor of science in accounting from Loyola Marymount University, Los Angeles, California
- American Institute of Certified Public Accountants
- Certified Public Accountant in California
- California Society of Certified Public Accountants

Civic organizations

- Legal Aid Foundation of Los Angeles, *Board Member*

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CPAS | CONSULTANTS | WEALTH ADVISORS

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Investment advisory services are offered through CliftonLarsonAllen Wealth Advisors, LLC, an SEC-registered investment advisor.

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Richard Gonzalez, CPA



CLA (CliftonLarsonAllen LLP)

Principal
Sacramento, California

916-677-5760
rich.gonzalez@CLAconnect.com

Profile

Rich is a principal and CPA. He has more than 25 years of regulated industry auditing experience, which includes county, city, special district, and state agency audits. His experience also includes the successful training of client staff in the preparation of their organization's ACFR. He participates as a ACFR reviewer within the GFOA Special Review Committee.

Technical experience

- State and local government
  - Counties
  - Cities
  - State departments
  - Water, fire, flood, and sanitation districts
  - Air pollution districts, housing agencies, and LAFCO agencies
  - Federal and state grant compliance audits
- Single audits performed under the Uniform Guidance

Education and professional involvement

- Bachelor of science in accounting from Humboldt State University, Arcata, California
- American Institute of Certified Public Accountants (AICPA)
- California Society of Certified Public Accountants (CalCPA)
- Government Finance Officers Association (GFOA)
- GFOA Special Review Committee

Continuing professional education

Attends a minimum of 20 credits per CPE year of continuing professional education, including a minimum of 8 credits of audit and accounting, resulting in 120 credits, including 48 credits of auditing and accounting, for three-year requirement.

Key relevant clients

Rich has worked on the following state and local governments:

Counties

- Alpine
- Amador
- Butte*
- Calaveras*
- Colusa
- El Dorado
- Glenn
- Humboldt
- Inyo
- Lake*
- Lassen
- Madera*
- Marin*
- Mendocino*
- Merced*
- Modoc
- Mono
- Monterey*
- Napa*
- Nevada*
- Placer*
- San Benito
- San Bernardino*
- San Joaquin
- San Luis Obispo
- Santa Cruz*
- Shasta*
- Sierra
- Stanislaus*
- Sutter
- Tehama
- Trinity*
- Yolo
- Yuba

Cities

- Auburn
- Benicia
- Chico*
- Hercules
- Merced
- Portola
- Redding*
- Seaside*

State Agencies:

- State Water Resources Development System*
- IBank

**** Annual Comprehensive Financial Report Award***

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Investment advisory services are offered through CliftonLarsonAllen Wealth Advisors, LLC, an SEC-registered investment advisor.

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Joey Judson

CLA (CliftonLarsonAllen LLP)



Senior
Sacramento, California

916-784-7800
joey.judson@CLAconnect.com

Profile

Joey is an associate with five years of public sector auditing experience. His industry specialization includes audits of counties, cities, special districts, and state agencies, including single audits. His wealth of knowledge and attention to detail make Joey a pivotal part of our team.

Technical experience

- Governmental audits
  - Counties
  - Cities
  - State departments
  - Water, fire, park and sanitation districts
  - Housing agencies
- Single audits performed under the Uniform Guidance

Education and professional involvement

- Bachelor of arts in business management economics with an emphasis in accounting from the University of California, Santa Cruz

Key relevant clients

Joey has worked on the following state and local governments:

Counties

Amador
Butte*
El Dorado
Glenn
Humboldt
Inyo
Lake*
Madera*
Mendocino
Mono
Nevada*
San Benito
Shasta*
Trinity
Yuba

Cities

Hercules
Seaside*

State Agencies

California Housing Finance Agency*
State of California*

***ACFR award**

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Investment advisory services are offered through CliftonLarsonAllen Wealth Advisors, LLC, an SEC-registered investment advisor.

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Item 7.a



Annabell Ru, CPA

CLA (CliftonLarsonAllen LLP)

Senior Associate
Sacramento, California

916-463-3302
annabell.ru@CLAconnect.com

Profile

Annabell is a Senior Associate and CPA with over three years of experience in auditing regulated and nonprofit industries. Her expertise encompasses audits for counties, cities, special districts, and nonprofit organizations. Additionally, she has experience in preparing Annual Comprehensive Financial Reports (ACFR) for various organizations.

Technical experience

- State and local government including counties, cities, and special districts
- Single audits performed under the *Uniform Guidance*
- Nonprofit Entities

Education and professional involvement

- Bachelor of Science in Business Administration from Haas School of Business, University of California Berkeley
- American Institute of Certified Public Accountants (AICPA)
- Certified Public Accountant in California

Key relevant clients

Annabell has worked with the following state and local governments:

Counties

- Colusa
- Lassen
- Madera*
- Marin*
- Monterey*
- Yuba
- San Luis Obispo
- Mendocino*

Cities

- Anaheim
- Long Beach

Special Districts

- Three Rivers Levee Improvement Authority
- California Cannabis Authority
- Eastern Sierra Transit Authority

**** Annual Comprehensive Financial Report Award***

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Item 7.b

BOARD OF SUPERVISORS
COUNTY OF MADERA

Agendas available: www.MaderaCounty.com
YouTube Videos: Madera County Boards & Commissions

MEMBERS OF THE BOARD

JORDAN WAMHOFF, District No. 1
DAVID ROGERS, District No. 2
ROBERT L. POYTHRESS, District No. 3
LETICIA GONZALEZ, District No. 4
BOBBY MACAULAY, District No. 5

ROBERT MACAULAY, CHAIR
KAREN SCRIVNER, CHIEF CLERK TO THE BOARD

BOARD LETTER & MINUTE ORDER

MEETING DATE: April 14, 2026

AGENDA #

DEPARTMENT:
BOS-015629: BEHAVIORAL HEALTH SERVICES DEPARTMENT

DEPARTMENT CONTACT:	**PLACEMENT**	**DOC. ID #**
Jose Perez	CONSENT	BOS-015629

PREVIOUS BOARD ACTION(S):
MCC NO. 12940-25

BOARD ACTING AS:	**VOTE REQ.**
BOARD OF SUPERVISORS	4/5

This Section is reserved for Clerk of the Board's Office Use Only

BOARD'S ACTION:

COTB – Choose Motion Result.
COTB – Enter Vote Results.

Processed By: Clerk Name – COTB Use Only.

RECOMMENDED ACTION:

Consideration of entering into an Amendment to MCC No. 12940-25 with Behavioral Health Services Oversight & Accountability Commission (State Agreement No. 24MHSOAC051) in the amount of $300,000.00 for mental and behavioral health services brought to school campuses for a term ending March 31,2028 and authorize the Behavioral Health Services Acting Director to sign.

BACKGROUND SUMMARY / FISCAL IMPACT:

DISCUSSION:

This grant is funded by the Mental Health Student Services Act (MHSSA) and awarded under Category 4: Other Priorities in the amount of $300,000.00.

This Amendment revises both Exhibit A Scope of Work and Exhibit B Fiscal Detail to extend the contract end date from December 31, 2027, to March 31, 2028 and revise the name Mental Health Services Oversight and Accountability Commission (MHSOAC) to now be known as the Behavioral Health Services Oversight and Accountability Commission (BHSOAC), and Mental Health Student Services Act (MHSSA) has been renamed to Behavioral Health Student Services Act (BHSSA).

All references to Mental Health Services Oversight and Accountability Commission (MHSOAC) and Mental Health Student Services Act (MHSSA) used in this agreement shall now be read to mean Behavioral Health Services Oversight and Accountability Commission (BHSOAC), and Behavioral Health Student Services Act (BHSSA). The remaining terms and conditions will continue in full force and effect.

FISCAL IMPACT:

The costs associated with this agreement will be funded by BHSSA Grant Funds; therefore, there will be no impact to the County's General Fund.

CONNECTION TO THE COUNTY OF MADERA STRATEGIC PLAN:

This contract meets the goal of the Strategic Focus Area of Health by providing mental health services to Madera County Behavioral Health clients.

ATTACHMENTS:

1. Signed Amendment Other Priorities $300K

STATE OF CALIFORNIA- DEPARTMENT OF GENERAL SERVICES

SCOID:

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED PAGES

AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number
24MHSOAC051	01	

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Behavioral Health Services Oversight and Accountability Commission

CONTRACTOR NAME

Madera County on Behalf of its Behavioral Health Services Department

2. The term of this Agreement is:

START DATE

2/20/2025

THROUGH END DATE

3/31/2028

3. The maximum amount of this Agreement after this Amendment is:

$300,000.00 (Three Hundred Thousand dollars and zero cents)

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Amendment does the following:
- Amends Exhibit A and Exhibit B.
- Extends the contract end date from December 31, 2027 to March 31, 2028.

The following exhibits are hereby attached and made part of this Agreement:
- Exhibit A Scope of Work
- Exhibit B Fiscal Detail

The parties recognize that the Mental Health Services Oversight and Accountability Commission (MHSOAC) has been renamed the Behavioral Health Services Oversight and Accountability Commission (BHSOAC) and Mental Health Student Services Act (MHSSA) has been renamed to Behavioral Health Student Services Act (BHSSA) effective January 1, 2025. All references to MHSOAC and MHSSA used in this agreement shall be read to mean BHSOAC and BHSSA.

All language that has been added is shown in bold and underlined. All language that has been deleted is shown in strike through.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Madera County Behavioral Health Services

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
209 E. 7th Street	Madera	CA	93639

Item 7.b

PRINTED NAME OF PERSON SIGNING	TITLE
Arthur Galindo	Acting Director

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
Art A. Galindo, LCSW	08/24/24

STATE OF CALIFORNIA- DEPARTMENT OF GENERAL SERVICES

SCOID:

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED	PAGES	AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number
		24MHSOAC051	01	

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
Behavioral Health Services Oversight and Accountability Commission			
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
1812 9th Street	Sacramento	CA	95811
PRINTED NAME OF PERSON SIGNING	TITLE		
Norma Pate	Deputy Director		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		
	WIC 5897 (f)		

Item 7.b

MHSSA GRANT AGREEMENT

EXHIBIT A

SCOPE OF WORK

I. Parties

The parties to this Agreement are the Mental Health Services Oversight & Accountability Commission (MHSOAC or Commission), a state agency headquartered in Sacramento, California; and the Madera County Behavioral Health Services (Grantee or Madera County) with headquarters in Madera, California.

II. Summary/Purpose

This grant is part of a total award of $25 million in grant funding Round 4 under the Mental Health Student Services Act (MHSSA). This is a competitive-bid grant following a Request for Applications (RFA) released in May-June 2024 as RFA MHSSA 004, Addendum 2.

There are four Categories of funding under MHSSA Round 4 for specific services designed to support the previous three rounds. The Categories are: 1) Marginalized and Vulnerable Youth, 2) Universal Screening, 3) Sustainability and 4) Other Priorities. **This grant was awarded under Category 4: Other Priorities.**

Grantee is identified in its grant Application submitted by a MHSSA Partnership that includes school districts, in accordance with program requirements. Applicants were allowed to submit in multiple Categories. Identical grants were awarded to eleven (11) Applicants under Category 4. A total of fifty-one (51) grants were awarded.

Item 7.b

The Commission recognizes that the needs of MHSSA grantees, students and families differ from one county to another based on variables between Partnerships such as the number of school districts and the size/demographics of their student populations. In addition, grantees have learned lessons about the efficient use of MHSSA funds as adapted to these variables. The overall Purpose of this Agreement is to support the unique needs of individual MHSSA grantees, as self-identified during the competitive bid process.

III. Recitals

A. Mental Health Services Act (MHSA). In 2004, state voters approved Proposition 63, also known as the MHSA. This sweeping law, which created the Commission at Welfare & Institutions Code (WIC) Section 5845, calls for transformation of the mental health system while improving the quality of life for Californians living with mental and behavioral health challenges. The MHSA continues in effect as amended effective January 1, 2025, under Proposition 1. (AB531. Ch. 789, Stats. 2023.)

B. Budget & Expenditures. On an annual basis, the state Legislature and Governor appropriate funds through the State Budget Act for the Commission to provide oversight, review, training, technical assistance, accountability, and evaluation of specified mental or behavioral health projects and programs. This includes grants and research projects under the MHSSA.

C. Mental Health Student Services Act. The MHSSA, created at WIC Section 5886, is designed to bring mental and behavioral health services to children and youth at their school campuses. Specific program goals are set forth at the statute: (A) Preventing mental illnesses from becoming severe and disabling; (B) Improving timely access to services for underserved populations; (C) Providing outreach to families, employers, primary care health care providers, and others to recognize the early signs of potentially severe and disabling mental illnesses; (D) Reducing the stigma associated with the diagnosis of a mental illness or seeking mental health services; (E) Reducing discrimination against people with mental illness; (F) Preventing negative outcomes in the targeted population. (WIC Section 5886 (c)(3).)

D. MHSSA Partnerships. MHSSA grants shall only be awarded to a countywide "partnership" among and between a county's mental or behavioral health department, office of education, and school districts or charter schools. A "lead agency" may be identified and the statute also recognizes partnerships formed through a consortium between city and county government. (WIC Section 5886 (a)&(b).) Grant applicants must provide the Commission with written evidence of support by the governing boards of all partners. (WIC Section 5886(c)(1)&(2).)

E. Procurement. This grant was awarded based on a Request for Applications (RFA) for the MHSSA Round 4 (RFA MHSSA-004 Addendum 2) grant program. The RFA was made available to all counties.

F. Incorporation by Reference. The RFA and Grantee's Application are incorporated by reference and made part of this Agreement as if attached hereto. The RFA will govern in the event of conflict.

Item 7.b

G. Prior MHSSA Funding. The Commission previously funded three rounds of MHHSA grants at a total of $255 million to 57 partnerships (Grantees). The 57 grantees are part of the Commission's ongoing MHSSA Learning Collaborative.

H. TCT Grants. The Commission recently awarded four MHSSA grants under a separate but related Technical Coaching Team (TCT) program. TCT grants designed to assist all MHSSA grantees in specific areas, as awarded to: 1) Imperial County Office of Education (23MHSOAC043) for Sustainability, 2) Tehama County Department of Education (23MHSOAC041) for Data Collection, 3) Imperial County Office of Education(23MHSOAC040) for Partnership Development, and 4) Placer County Office of Education for Program Implementation (23MHSOAC042). See attachments A-1 through A-4.

I. TA Consultant. These four grantees will provide Technical Assistance (TA) in collaboration with a Statewide Technical Assistance Coordinator to be retained by the Commission.

J. Evaluation Consultant. The Evaluation Consultant is WestEd, working in collaboration with the Commission and its consultants, and Tehama County.

K. WestEd. WestEd is a nonprofit corporation headquartered in San Francisco and formed under a Joint Powers Agreement and governed by public entities in Arizona, California, Nevada and Utah with Board members representing agencies from these and other states. WestEd is dedicated to research and evaluation support for public and private educational practices. The Commission has retained WestEd under a separate Agreement to develop a plan for evaluating MHSSA partnerships, activities and services, and student outcomes on a statewide basis. The WestEd MHSSA Evaluation Plan will include an evaluation framework, research questions, viable school mental health metrics using an analytical and methodological approach.

Item 7.b

L. Commission Approval. The Commission approved the expenditure of funds for MHSSA Round 4 at its regular meeting on February 22, 2024 (Agenda Item 9).

M. Asset Responsibility. Assets, vehicles, equipment and other operational material purchased with grant funds awarded herein must be used for the purposes of this grant for the duration of this grant. At the conclusion of this grant, the asset becomes the responsibility of the Grantee physically and financially.

IV. Contact Information

The parties agree to contact each other as needed through their Project Representatives designated below. These Representatives will be available during

normal business hours, except holidays, and at other days and times as necessary for performance under this Agreement. The designations may be changed by written notice to the other party. Such notice shall be given within 30 days of the change.

Direct all administrative inquiries to:

Mental Health Services Oversight and Accountability Commission	**Madera County Superintendent of Schools**
Name: Nai Saechao	Name: Tricia Protzman
Address: 1812 9th Street Sacramento, CA 95811	Address: 1105 South Madera Ave Madera, CA 93637
Phone: 916-500-0577	Phone: 559-662-3871
Fax: 916-623-4687	Fax:
Email: nai.saechao@mhsoac.ca.gov	Email: tprotzman@mcsos.org

Direct all billing inquiries to:

Mental Health Services Oversight and Accountability Commission	**Madera County Behavioral Health Services**
Name: Chelsea Yuen	Name: Arthur Galindo
Address: 1812 9th Street Sacramento, CA 95811	Address: 209 E. 7th Street Madera, CA 93639
Phone: 916-500-0577	Phone: 559-673-3508
Fax: 916-623-4687	Fax:
Email: accounting@mhsoac.ca.gov	Email: arthur.galindo@maderacounty.com

Item 7.b

V. General Requirements

The following provisions govern all deliverables:

A. Collaboration. Grantee shall work collaboratively with various entities while performing its duties and obligations under this Agreement, including the Commission, its consultants, the Technical Coaching Team and all other MHSSA Grantees.

B. Format. Written deliverables shall be submitted in an electronic format to be agreed upon prior to start of work.

C. Acknowledgement. Grantee shall acknowledge the Commission's support at each of its events in print and electronic format. Grantee is authorized to use the Commission logo for this purpose and oversee its proper usage. (See Exhibit C. MHSOAC Logo.)

D. Check-In Meetings. Grantee shall participate in check-in meetings with the Commission on a quarterly basis, or upon request. Said meetings may be in-person, by phone or over a web-based platform.

VI. Deliverables

A. Other Priority Program. Grantee shall develop and implement a program to support the delivery of new or expanded priority services funded by MHSSA for the school districts in its Partnership (*Other Priority Program* or Program). This Program is identified and described in Grantee's Application at Category 4: Other Priorities, Attachment 4-3 -- Proposed Program as incorporated into this Agreement. Details of this Program process shall be submitted to the Commission in the Progress Reports, and a summary will be included in the Final Report at the end of Grant Year Three.

B. Data Reporting. Grantee shall provide to the Commission data based on the specifications and timeliness defined by the Commission. Grantee shall collect and report data using the **MHSSA Data Reporting Tool** provided by the Commission. The parties understand that this tool may be updated throughout the term of this Agreement to reflect findings and recommendations in the forthcoming WestEd MHSSA Evaluation Plan.

E. Reports. Grantee shall submit Progress Reports in accordance with the due dates shown in Exhibit B. In additions to the Progress Reports, Grantee shall submit Annual Fiscal Reports and a Final Report.

1. Progress Reports. Grantee shall report on the development and implementation of their Priority Program relevant to the reporting time period using the Progress Report Template which will be provided by the Commission. The report will include but not be limited to:
   a. List of major Program goals/objectives that are clearly defined, specific, and measurable
   b. Status on which goals/objectives have been accomplished
   c. Barriers and challenges to development and/or implementation of the Program and action plans to resolve them
   d. Report on status of hiring staff/contractors, as well as retention of those staff

2. Annual Fiscal Reports. Grantee shall identify all grant expenditure information in the Annual Fiscal Report using the Annual Fiscal Report Template which will be provided by the Commission.

3. Final Report. Grantee shall report on major accomplishments and significant lessons learned from their Other Priorities Program and Partnership using the Final Report Template which will be provided by the Commission.

Attachment A-1: Sustainability TA
Attachment A-2: Data Collection TA
Attachment A-3: Partnership Development TA
Attachment A-4: Program Implementation TA

Item 7.b

Attachment A-1: Sustainability TA

Sustainability TA is available from Imperial County Office of Education under a related TCT Grant (23MHSOAC043), as summarized below. [Note: All references to "grantee" mean MHSSA grantees under this RFA.]

1. Surveys. Imperial County will develop Surveys that can be used to assess initial interest in Sustainability Plan services, and then measure participation/satisfaction with the workshops, webinars, Individualized Coaching and other activities used to develop Sustainability Plans or Strategies.

2. Workshops. Imperial County will conduct Sustainability workshops within each Grant Year, for all MHSSA grantees. Multiple dates will be made available to maximize participation.

3. Webinars. Imperial County will conduct several webinars on Sustainability each year, covering areas of need based on feedback from individual grantee interviews and general surveys. The webinars will provide examples of successful Sustainability Plans; challenges faced in building Sustainability Plans, and methods used to overcome those challenges. Sustainability Plan materials and resources will be shared amongst participants.

4. Individualized Coaching. Imperial County will meet with individual grantees to answer questions (Q/A) and provide Individualized Coaching on their Sustainability Plans.

5. Toolkits & Training Materials. Imperial County will create a Sustainability Plan Toolkit with training materials/forms to help grantees establish and implement Sustainability Plans or Strategies.

6. Information Hub. Imperial County will establish a web-based Sustainability Plan Information Hub for access to the toolkits and training materials/forms. This Hub will identify resources and provide links to videos and other electronic materials for grantees to use in establishing and implementing Sustainability Plans.

7. Communication. Imperial County will inform grantees as to the availability of its Sustainability Plan coaching services on an ongoing basis through emails, flyers, presentations, and other channels.

Item 7.b

Attachment A-2: Data Collection TA

Data Collection TA is available from Tehama County Department of Education under a related TCT Grant (23MHSOAC041), as summarized below. [Note: All references to "grantee" mean MHSSA grantees under this RFA.]

1. Surveys. Grantee shall develop written Surveys that can be used to assess preliminary initial interest in Data Collection activities and the measure participation in and satisfaction with the workshops, webinars, Individual Coaching with Q/A, and other activities.

2. Data Collection Specifics. Tehama County will coach grantees on how to establish electronic systems for capturing data on the delivery of mental health services.

3. Data Collection Restrictions. Tehama County will work with grantees on how to establish data-sharing Memoranda of Understanding with partners in the public and private sector; and, in understanding restrictions on collection of Personal Health Information or Personally Identifiable Information under state and federal law.

4. Informed Decision Making. Tehama County will work with grantees on using key data to inform decision making relative to campus services, and related data collection matters.

5. Workshops & Webinars. Tehama County will conduct Data Collection workshops each year. Multiple dates shall be provided to maximize grantee participation.

6. Webinars. Tehama County will conduct several webinars throughout each year, covering areas of need based on feedback from individual grantees and surveys. The webinars will provide examples of successful Data Collection; challenges agencies will face when collecting data, and the methods utilized to overcome those challenges.

7. Individualized Coaching. Tehama County will meet with individua grantees-to answer questions (Q/A) and provide Individualized Coaching. In these meetings, Tehama County will offer examples for identifying and leveraging available resources and developing a plan of action for Data Collection going forward.

8. Toolkits & Training Materials. Tehama County will create a Data Collection Toolkit with training materials to assist grantees. This will include a multi-lingual consent form; and other forms as may be needed for data collection, transmittal, reporting or storage.

9. Information Hub. Tehama County will make available a web-based Data Collection Information Hub where grantees can access the toolkits and training materials/forms. This Hub will identify resources and provide links to videos and other electronic materials for grantees to use in establishing and implementing Data Collection.

10. Communication. Tehama County will communicate with grantees on the availability of its Data Collection services through emails, flyers, presentations and other channels.

Item 7.b

Attachment A-3: Partnership Development TA

Partnership Development TA is available from Imperial County Office of Education under a related TCT Grant (23MHSOAC040), as summarized below. [Note: All references to "grantee" mean MHSSA grantees under this RFA.]

1. Surveys. Imperial County will develop written Surveys that can be used to assess preliminary initial interest in Partnership Development activities and then measure participation in and satisfaction with the workshops, webinars, Individual Coaching with Q/A, and other activities used for Partnership Development on a statewide basis.

2. Workshops. Imperial County will conduct Partnership Development workshops each year. Multiple dates shall be provided to maximize participation.

3. Webinars. Imperial County will conduct several webinars on Partnership Development each year. covering areas of need based on feedback from individual grantees and surveys. The webinars will provide examples of successful Partnership Development; challenges agencies will face when building relationships, and the methods utilized to overcome those challenges. Relevant relationship building material and resources will also be discussed and shared amongst participants.

4. Individualized Coaching. Imperial County will meet with individual grantees to answer questions (Q/A) and provide Individualized Coaching on their Partnership Development. Imperial County will offer examples for identifying and leveraging available resources within a particular county, and assist each grantee in developing a plan of action for Partnership Development going forward.

5. Toolkits & Training Materials. Imperial County will create a Partnership Development Toolkit with training materials/forms to assist grantees in establishing and implement partnerships on a statewide basis.

6. Information Hub. Imperial County will establish a web-based Partnership Development Information Hub where grantees can access the toolkits and training materials/forms. This Hub will identify resources and provide links to videos and other electronic materials for grantees to use in establishing and implementing partnerships.

7. Communication. Imperial County will communicate with grantees as to the availability of its Partnership Development services on an ongoing basis through emails, flyers, presentations and other channels.

Attachment A-4: Program Implementation TA

Program Implementation TA is available from Placer County Office of Education under a related TCT Grant (23MHSOAC042), as summarized below. [Note: All references to "grantee" mean MHSSA grantees under this RFA.]

1. Surveys. Placer County will develop written Surveys that can be used to assess preliminary initial interest in Program Implementation activities and then measure participation in and satisfaction with the workshops, webinars, Individual Coaching with Q/A, and other activities used for Program Implementation on a statewide basis.

2. Workshops. Placer County will conduct Program Implementation workshops each year. Multiple dates shall be provided to maximize participation.

3. Webinars. Placer County will conduct several webinars on Program Implementation each year, covering areas of need based on feedback from individual MHSSA grantees and surveys. The webinars will provide examples of successful Program Implementation; challenges agencies will face when implementing programs, and the methods utilized to overcome those challenges. Relevant Program Implementation material and resources will also be discussed and shared amongst participants.

4. Individualized Coaching. Placer County will meet with individual grantees on a statewide basis to answer questions (Q/A) and provide Individualized Coaching on their Program Implementation. Placer County will offer examples for identifying and leveraging available resources within a particular county, and assist each grantee in developing a plan of action for Program Implementation going forward.

5. Toolkits & Training Materials. Placer County will create a Program Implementation Toolkit with training materials/forms to assist other MHSAA grantees to implement programs on a statewide basis.

6. Information Hub. Placer County will establish a web-based Program Implementation Information Hub where grantees can access the toolkits and training materials/forms. This Hub will identify resources and provide links to videos and other electronic materials for grantees to use in Program Implementation.

7. Communication. Placer County will communicate with other MHSSA grantees as to the availability of its Program Implementation services on an ongoing basis through emails, flyers, presentations and other channels.

EXHIBIT B

FISCAL DETAIL

1. Invoicing and Payment

a) For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Grantee in accordance with Section 4 of this Exhibit B.

b) Deliverables will be submitted to the Commission grant monitor. Once approved, the grant monitor will prepare the Grant Award Claim Form (GACF) and submit to the grantee for signature. Signed GACFs will be returned to the grant monitor for payment. GACFs shall include the Agreement Number and shall be submitted in arrears to the address shown below. Electronic submission is preferred.

Mental Health Services Oversight & Accountability Commission
Attention: Accounting Office
1812 9th Street
Sacramento, CA, 95811
Accounting@mhsoac.ca.gov

2. Budget Contingency Clause

a) It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement.

b) If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an amendment to Grantee to reflect the reduced amount.

c) If this Agreement overlaps federal and State fiscal years, should funds not be appropriated by or approved by the Legislature for the fiscal year(s) following that during which it was executed, the State may exercise its option to cancel this Agreement.

Item 7.b

d) This Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Legislature which may affect the provisions or terms of funding of this grant in any manner.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927. Payment for deliverables is meant to be inclusive of all the preparatory work, planning, and material cost involved in the completion of the intent of the deliverable not just the report itself.

4. Budget Detail

The total amount of this Grant Agreement shall not exceed Three Hundred Thousand dollars [$300,000.00].

Deliverable	Allocated Amount*	Due Date
Grant Year 1*		
Progress Report Q1	$25,000.00	~~December 31, 2024~~ **May 31, 2025**
Progress Report Q2	$25,000.00	~~March 31, 2025~~ **August 31, 2025**
Progress Report Q3	$25,000.00	~~June 30, 2025~~ **November 30, 2025**
Progress Report Q4	$25,000.00	~~September 30, 2025~~ **February 28, 2026**
Subtotal	**$100,000.00**	
Grant Year 2*		
Progress Report Q1	$25,000.00	~~December 31, 2025~~ **May 31, 2026**
Progress Report Q2	$25,000.00	~~March 31, 2026~~ **August 31, 2026**
Progress Report Q3	$25,000.00	~~June 30, 2026~~ **November 30, 2026**
Progress Report Q4	$25,000.00	~~September 30, 2026~~ **February 28, 2027**
Subtotal	**$100,000.00**	
Grant Year 3*		
Progress Report Q1	$25,000.00	~~December 31, 2026~~ **May 31, 2027**
Progress Report Q2	$25,000.00	~~March 31, 2027~~ **August 31, 2027**
Progress Report Q3	$25,000.00	~~June 30, 2027~~ **November 30, 2027**
Final Report Q4	$25,000.00	~~September 30, 2027~~ **February 28, 2028**
Subtotal	**$100,000.00**	
Total	**$300,000.00**	

**Annual Fiscal Reports are due at the end of each Grant Year.*

Payment will not occur for each Deliverable until it has been received and approved by the Commission. Grantee is responsible for ensuring there is enough time for the Commission's review of drafts in advance of each deliverable due date.

Grantee may submit Deliverables prior to due dates. To postpone a due date, Grantee must request written approval from the Commission (email will suffice).

Any insufficiency in the Deliverables may result in the withholding of one or more payments, although in that case the Commission shall provide Grantee with advance written notice and an opportunity to cure the defect (e.g., a mitigation plan).

Upon termination, Grantee shall provide the Commission with an accounting of unearned funds *and* unencumbered funds. Funds that are unearned *or* unencumbered shall be returned to the Commission within thirty (30) days of termination.

Item 7.b

Approved as to Legal Form:
COUNTY COUNSEL

By Crystal Pizano

Digitally signed by: Crystal Pizano
DN: CN = Crystal Pizano email = cpizano@lozanosmith.com C = US O = Lozano Smith
Date: 2026.03.18 16:47:25 -07'00'

ACCOUNT NUMBERS:

CONTRACTING PARTIES:

Behavioral Health Services Oversight and Accountability Commission, and COUNTY OF MADERA

TITLE OF CONTRACT:

State of California - Department of General Services Standard Agreement - Amendment

Item 7.b

Item 7.c

BOARD OF SUPERVISORS
COUNTY OF MADERA

Agendas available: www.MaderaCounty.com
YouTube Videos: Madera County Boards & Commissions

MEMBERS OF THE BOARD

JORDAN WAMHOFF, District No. 1
DAVID ROGERS, District No. 2
ROBERT L. POYTHRESS, District No. 3
LETICIA GONZALEZ, District No. 4
BOBBY MACAULAY, District No. 5

ROBERT MACAULAY, CHAIR
KAREN SCRIVNER, CHIEF CLERK TO THE BOARD

BOARD LETTER & MINUTE ORDER

MEETING DATE: April 14, 2026

AGENDA #

DEPARTMENT:
BOS-015630: BEHAVIORAL HEALTH SERVICES DEPARTMENT

DEPARTMENT CONTACT:	**PLACEMENT**	**DOC. ID #**
Jose Perez	CONSENT	BOS-015630

PREVIOUS BOARD ACTION(S):
MCC NO. 12941-25

BOARD ACTING AS:	**VOTE REQ.**
BOARD OF SUPERVISORS	4/5

This Section is reserved for Clerk of the Board's Office Use Only

BOARD'S ACTION:

COTB – Choose Motion Result.
COTB – Enter Vote Results.

Processed By: Clerk Name – COTB Use Only.

RECOMMENDED ACTION:

Consideration of entering into an Amendment to MCC No. 12941-25 with Behavioral Health Services Oversight & Accountability Commission (State Agreement No. 24MHSOAC012) in the amount of $450,000.00 for mental and behavioral health services brought to school campuses for a term ending March 31,2028 and authorize the Behavioral Health Services Acting Director to sign.

BACKGROUND SUMMARY / FISCAL IMPACT:

DISCUSSION:

This grant is funded by the Mental Health Student Services Act (MHSSA) and awarded under Category 3: Sustainability in the amount of $450,000.00.

This Amendment revises both Exhibit A Scope of Work and Exhibit B Fiscal Detail to extend the contract end date from December 31, 2027, to March 31, 2028 and revise the name Mental Health Services Oversight and Accountability Commission (MHSOAC) to now be known as the Behavioral Health Services Oversight and Accountability Commission (BHSOAC), and Mental Health Student Services Act (MHSSA) has been renamed to Behavioral Health Student Services Act (BHSSA).

All references to Mental Health Services Oversight and Accountability Commission (MHSOAC) and Mental Health Student Services Ace (MHSSA) used in this agreement shall now be read to mean Behavioral Health Services Oversight and Accountability Commission (BHSOAC) and Behavioral Health Student Services Act (BHSSA). The remaining terms and conditions will continue in full force and effect.

FISCAL IMPACT:

The costs associated with this agreement will be funded by BHSSA Grant Funds; therefore, there will be no impact to the County's General Fund.

CONNECTION TO THE COUNTY OF MADERA STRATEGIC PLAN:

This contract meets the goal of the Strategic Focus Area of Health by providing mental health services to Madera County Behavioral Health clients.

ATTACHMENTS:

1. Signed Amendment Sustainability $450K

STATE OF CALIFORNIA- DEPARTMENT OF GENERAL SERVICES

SCOID:

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED	PAGES	AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number
		24MHSOAC012	A.1	

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Behavioral Health Services Oversight and Accountability Commission

CONTRACTOR NAME

Madera County on Behalf of its Behavioral Health Services Department

2. The term of this Agreement is:

START DATE

2/21/2025

THROUGH END DATE

3/31/2028

3. The maximum amount of this Agreement after this Amendment is:

$450,000.00 (Four Hundred Fifty Thousand and Zero Cents)

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Amendment does the following:
- Amends Exhibit A and Exhibit B.
- Extends the contract end date from December 31, 2027 to March 31, 2028.

The following exhibits are hereby attached and made part of this Agreement:
- Exhibit A Scope of Work
- Exhibit B Fiscal Detail

The parties recognize that the Mental Health Services Oversight and Accountability Commission (MHSOAC) has been renamed the Behavioral Health Services Oversight and Accountability Commission (BHSOAC) and Mental Health Student Services Act (MHSSA) has been renamed to Behavioral Health Student Services Act (BHSSA) effective January 1, 2025. All references to MHSOAC and MHSSA used in this agreement shall be read to mean BHSOAC and BHSSA.

All language that has been added is shown in bold and underlined. All language that has been deleted is shown in strike through.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Madera County Behavioral Health Services

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
209 E. 7th Street	Madera	CA	93639

Item 7.c

PRINTED NAME OF PERSON SIGNING	TITLE
Arthur Galindo	Acting Director

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
Art G. Galindo, LCSW	03/24/26

STATE OF CALIFORNIA- DEPARTMENT OF GENERAL SERVICES

SCOID:

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED	PAGES	AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number
		24MHSOAC012	A.1	

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
Behavioral Health Services Oversight and Accountability Commission			
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
1812 9th Street	Sacramento	CA	95811
PRINTED NAME OF PERSON SIGNING	TITLE		
Brenda Grealish	Executive Director		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		
	WIC 5897 (f)		

Item 7.c

MHSSA GRANT AGREEMENT

EXHIBIT A

SCOPE OF WORK

I. Parties

The parties to this Agreement are the Mental Health Services Oversight & Accountability Commission (MHSOAC or Commission), a state agency headquartered in Sacramento, California; and the Madera County Behavioral Health Services (Grantee or Madera County) with headquarters in Madera, California.

II. Summary/Purpose

This grant is part of a total award of $25 million in grant funding Round 4 under the Mental Health Student Services Act (MHSSA). This is a competitive-bid grant following a Request for Applications (RFA) released in May-June 2024 as RFA MHSSA 004, Addendum 2.

There are four Categories of funding under MHSSA Round 4 for specific services designed to support the previous three rounds. The Categories are: 1) Marginalized and Vulnerable Youth, 2) Universal Screening, 3) Sustainability, and 4) Other Priorities. **This grant was awarded under Category 3: Sustainability**.

Grantee is identified in its grant Application submitted by a MHSSA Partnership that includes school districts, in accordance with program requirements. Applicants were allowed to submit in multiple Categories. Identical grants were awarded to twenty (20) Applicants under Category 3. A total of fifty-one (51) grants were awarded.

The Commission's report *Every Young Heart and Mind: Schools as Centers of Wellness* (published 2020 at MHSOAC.ca.gov) identified continuous improvement and sustainability as critical design features of a comprehensive school mental health system. Sustainability is increasingly relevant as numerous MHSSA grants near the end of their terms.

The overall Purpose of this Agreement is to identify sources of funding that can be used to sustain the delivery of mental health services to students on campus after MHSSA grant funding is no longer available. Toward this end, Grantee will retain a Quality Improvement and Sustainability (QIS) Coordinator whose work will facilitate financial sustainability for MHSSA services in Madera County, bearing in mind that sustainability recommendations may be scaled statewide.

Item 7.c

III. Recitals

A. Mental Health Services Act (MHSA). In 2004, state voters approved Proposition 63, also known as the MHSA. This sweeping law, which created the Commission at Welfare & Institutions Code (WIC) Section 5845, calls for transformation of the mental health system while improving the quality of life for Californians living with mental and behavioral health challenges. The MHSA continues in effect as amended effective January 1, 2025, under Proposition 1. (AB531. Ch. 789, Stats. 2023.)

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Item 7.c

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F. Incorporation by Reference. The RFA and Grantee's Application are incorporated by reference and made part of this Agreement as if attached hereto. The RFA will govern in the event of conflict.

G. Prior MHSSA Funding. The Commission previously funded three rounds of MHHSA grants at a total of $255 million to 57 partnerships (Grantees). The 57 grantees are part of the Commission's ongoing MHSSA Learning Collaborative.

H. TCT Grants. The Commission recently awarded four MHSSA grants under a separate but related Technical Coaching Team (TCT) program. TCT grants are designed to assist all MHSSA grantees in specific areas, as awarded to: 1) Imperial County Office of Education (23MHCOAC043) for Sustainability, 2) Tehama County Department of Education (23MHSOAC041) for Data Collection, 3) Imperial County Office of Education (23MHCOAC040) for Partnership Development, and 4) Placer County Office of Education for Program Implementation (23MHSOAC042). See Attachments A-1 through A-4.

I. TA Consultant. These four grantees will provide Technical Assistance (TA) in collaboration with a Statewide Technical Assistance Coordinator to be retained by the Commission

J. Evaluation Consultant. The Evaluation Consultant is WestEd, working in collaboration with the Commission and its consultants.

K. WestEd. WestEd is a nonprofit corporation headquartered in San Francisco and formed under a Joint Powers Agreement and governed by public entities in Arizona, California, Nevada and Utah with Board members representing agencies from these and other states. WestEd is dedicated to research and evaluation support for public and private educational practices. The Commission has retained WestEd under a separate Agreement to develop a plan for evaluating MHSSA partnerships, activities and services, and student outcomes on a statewide basis. The WestEd MHSSA Evaluation Plan will include an evaluation framework, research questions, viable school mental health metrics using an analytical and methodological approach.

L. Commission Approval. The Commission approved the expenditure of funds for MHSSA Round 4 at its regular meeting on February 22, 2024 (Agenda Item 9).

Item 7.c

M. Asset Responsibility. Assets, vehicles, equipment or other operational materials purchased with grant funds awarded herein must be used for the purposes of this grant for the duration of this grant. At the conclusion of this grant, the asset becomes the responsibility of the grantee physically and financially.

IV. Contact Information

The parties agree to contact each other as needed through their Project Representatives designated below. These Representatives will be available during normal business hours, except holidays, and at other days and times as necessary for performance under this Agreement. The designations may be changed by written notice to the other party. Such notice shall be given within 30 days of the change.

Direct all administrative inquiries to:

Mental Health Services Oversight and Accountability Commission	**Madera County Behavioral Health Services**
Name: Nai Saechao	Name: Tricia Protzman
Address: 1812 9th Street Sacramento, CA 95811	Address: 1105 South Madera Ave Madera, CA 93637
Phone: 916-500-0577	Phone: 559-662-3871
Fax: 916-623-4687	Fax:
Email: nai.saechao@mhsoac.ca.gov	Email: tprotzman@mcsos.org

Direct all billing inquiries to:

Mental Health Services Oversight and Accountability Commission	**Madera County Behavioral Health Services**
Name: Joseph Vecchi	Name: Arthur Galindo
Address: 1812 9th Street Sacramento, CA 95811	Address: 1105 South Madera Ave Madera, CA 93637
Phone: 916-500-0577	Phone: 559-662-3871
Fax: 916-623-4687	Fax:
Email: accounting@mhsoac.ca.gov	Email: Arthur.galindo@maderacounty.com

V. General Requirements

Item 7.c

The following provisions govern all deliverables:

A. Collaboration. Grantee shall work collaboratively with various entities while performing its duties and obligations under this Agreement, including the Commission, its consultants, the Technical Coaching Teams and all other MHSSA Grantees.

B. Format. Written deliverables shall be submitted in an electronic format to be agreed upon prior to start of work.

C. Acknowledgement. Grantee shall acknowledge the Commission's support at each of its events in print and electronic format. Grantee is authorized to use the Commission logo for this purpose and oversee its proper usage. (See Exhibit C.)

D. Check-In Meetings. Grantee shall participate in check-in meetings with the Commission upon request. Said meetings may be in-person, by phone or over a web-based platform.

VI. Deliverables

Grantee shall provide the programs/services set forth in its Application and incorporated into this Agreement as outlined below:

A. QIS Coordinator. Grantee shall retain a Quality Improvement and Sustainability (QIS) Coordinator within Grant Year One (See Exhibit B.)
   1. Qualifications. The QIS Coordinator must demonstrate knowledge of frameworks for delivery of mental health student services on K-12 school campuses in Madera County; awareness of potential funding sources and financing models for said services including expertise in funding and sustainability to optimize financial and nonfinancial assets needed to maintain and improve school mental health, as well as, experience in data collection and reporting.
   2. Retention. The QIS Coordinator should be hired in accordance with Grantee's Proposed Plan.
   3. Contractor. If the QIS Coordinator is hired through a contract, it shall be subordinate to this Agreement. (See Exhibit C.)

B. Data Reporting. Grantee shall provide to the Commission data based on the specifications and timelines defined by the Commission. Grantee shall collect and report data using the **MHSSA Data Reporting Tool** provided by the Commission. The parties understand that this tool may be updated throughout the term of this Agreement to reflect findings and recommendations in the forthcoming WestEd MHSSA Evaluation Plan.

Item 7.c

C. Sustainability Strategy. Grantee shall develop and implement a Sustainability Strategy. Details of this strategy shall be submitted to the Commission in the Progress Reports in Grant Years Two (2) and Three (3). A summary of this strategy will be included in the Final Report at the end of Grant Year Three (3). This Strategy shall include at least the following:
   1. Funding Sources: Identify potential sources of funds sufficient to sustain MHSSA services, and reasonableness of using the identified source.
   2. Assessment: Assess the potential sources. and rank them according to reasonableness, feasibility and viability.
   3. Barriers: Identify barriers that could make a potential source(s) difficult to use.

D. Reports. Grantee shall submit Progress Reports in accordance with the due dates shown in Exhibit B. In addition to Progress Reports, Grantee shall submit Annual Fiscal Reports and a Final Report.

1. Progress Reports. Grantee shall report on the Sustainability Strategy and implementation relevant to the reporting time period using the Progress Report Template which will be provided by the Commission. This report will include but not be limited to:
   a. List of major project goals/objectives that are clearly defined, specific and measurable
   b. Status on which goals/objectives have been accomplished
   c. Barriers and challenges to development of the Sustainability Strategy and action plans to resolve them
   d. Report on status of hiring staff/contractors, as well as retention of that staff.

2. Annual Fiscal Reports. Grantee shall identify all grant expenditure information in the Annual Fiscal Report using the Annual Fiscal Report Template which will be provided by the Commission.

3. **Final Report. Grantee shall report on major accomplishments and significant lessons learned from their Sustainability Strategy using the Final Report Template which will be provided by the Commission.**

Attachment A-1: Sustainability TA
Attachment A-2: Data Collection TA
Attachment A-3: Partnership Development TA
Attachment A-4: Program Implementation TA

Item 7.c

Attachment A-1: Sustainability TA

Sustainability TA is available from Imperial County Office of Education under a related TCT Grant (23MHSOAC043), as summarized below. [Note: All references to "grantee" mean MHSSA grantees under this RFA.]

1. Surveys. Imperial County will develop Surveys that can be used to assess initial interest in Sustainability Plan services, and then measure participation/satisfaction with the workshops, webinars, Individualized Coaching and other activities used to develop Sustainability Plans or Strategies.

2. Workshops. Imperial County will conduct Sustainability workshops within each Grant Year, for all MHSSA grantees. Multiple dates will be made available to maximize participation.

3. Webinars. Imperial County will conduct several webinars on Sustainability each year, covering areas of need based on feedback from individual grantee interviews and general surveys. The webinars will provide examples of successful Sustainability Plans; challenges faced in building Sustainability Plans, and methods used to overcome those challenges. Sustainability Plan materials and resources will be shared amongst participants.

4. Individualized Coaching. Imperial County will meet with individual grantees to answer questions (Q/A) and provide Individualized Coaching on their Sustainability Plans.

5. Toolkits & Training Materials. Imperial County will create a Sustainability Plan Toolkit with training materials/forms to help grantees establish and implement Sustainability Plans or Strategies.

6. Information Hub. Imperial County will establish a web-based Sustainability Plan Information Hub for access to the toolkits and training materials/forms. This Hub will identify resources and provide links to videos and other electronic materials for grantees to use in establishing and implementing Sustainability Plans.

7. Communication. Imperial County will inform grantees as to the availability of its Sustainability Plan coaching services on an ongoing basis through emails, flyers, presentations, and other channels.

Item 7.c

Attachment A-2: Data Collection TA

Data Collection TA is available from Tehama County Department of Education under a related TCT Grant (23MHSOAC041), as summarized below. [Note: All references to "grantee" mean MHSSA grantees under this RFA.]

1. Surveys. Grantee shall develop written Surveys that can be used to assess preliminary initial interest in Data Collection activities and the measure participation in and satisfaction with the workshops, webinars, Individual Coaching with Q/A, and other activities.

2. Data Collection Specifics. Tehama County will coach grantees on how to establish electronic systems for capturing data on the delivery of mental health services.

3. Data Collection Restrictions. Tehama County will work with grantees on how to establish data-sharing Memoranda of Understanding with partners in the public and private sector; and, in understanding restrictions on collection of Personal Health Information or Personally Identifiable Information under state and federal law.

4. Informed Decision Making. Tehama County will work with grantees on using key data to inform decision making relative to campus services, and related data collection matters.

5. Workshops & Webinars. Tehama County will conduct Data Collection workshops each year. Multiple dates shall be provided to maximize grantee participation.

6. Webinars. Tehama County will conduct several webinars throughout each year, covering areas of need based on feedback from individual grantees and surveys. The webinars will provide examples of successful Data Collection; challenges agencies will face when collecting data, and the methods utilized to overcome those challenges.

7. Individualized Coaching. Tehama County will meet with individua grantees to answer questions (Q/A) and provide Individualized Coaching. In these meetings, Tehama County will offer examples for identifying and leveraging available resources and developing a plan of action for Data Collection going forward.

8. Toolkits & Training Materials. Tehama County will create a Data Collection Toolkit with training materials to assist grantees. This will include a multi-lingual consent form; and other forms as may be needed for data collection, transmittal, reporting or storage.

9. Information Hub. Tehama County will make available a web-based Data Collection Information Hub where grantees can access the toolkits and training materials/forms. This Hub will identify resources and provide links to videos and other electronic materials for grantees to use in establishing and implementing Data Collection.

10. Communication. Tehama County will communicate with grantees on the availability of its Data Collection services through emails, flyers, presentations and other channels.

Item 7.c

Attachment A-3: Partnership Development TA

Partnership Development TA is available from Imperial County Office of Education under a related TCT Grant (23MHSOAC040), as summarized below. [Note: All references to "grantee" mean MHSSA grantees under this RFA.]

1. Surveys. Imperial County will develop written Surveys that can be used to assess preliminary initial interest in Partnership Development activities and then measure participation in and satisfaction with the workshops, webinars, Individual Coaching with Q/A, and other activities used for Partnership Development on a statewide basis.

2. Workshops. Imperial County will conduct Partnership Development workshops each year. Multiple dates shall be provided to maximize participation.

3. Webinars. Imperial County will conduct several webinars on Partnership Development each year. covering areas of need based on feedback from individual grantees and surveys. The webinars will provide examples of successful Partnership Development; challenges agencies will face when building relationships, and the methods utilized to overcome those challenges. Relevant relationship building material and resources will also be discussed and shared amongst participants.

4. Individualized Coaching. Imperial County will meet with individual grantees to answer questions (Q/A) and provide Individualized Coaching on their Partnership Development. Imperial County will offer examples for identifying and leveraging available resources within a particular county, and assist each grantee in developing a plan of action for Partnership Development going forward.

5. Toolkits & Training Materials. Imperial County will create a Partnership Development Toolkit with training materials/forms to assist grantees in establishing and implementing partnerships on a statewide basis.

6. Information Hub. Imperial County will establish a web-based Partnership Development Information Hub where grantees can access the toolkits and training materials/forms. This Hub will identify resources and provide links to videos and other electronic materials for grantees to use in establishing and implementing partnerships.

7. Communication. Imperial County will communicate with grantees as to the availability of its Partnership Development services on an ongoing basis through emails, flyers, presentations and other channels.

Attachment A-4: Program Implementation TA

Program Implementation TA is available from Placer County Office of Education under a related TCT Grant (23MHSOAC042), as summarized below. [Note: All references to "grantee" mean MHSSA grantees under this RFA.]

1. Surveys. Placer County will develop written Surveys that can be used to assess preliminary initial interest in Program Implementation activities and then measure participation in and satisfaction with the workshops, webinars, Individual Coaching with Q/A, and other activities used for Program Implementation on a statewide basis.

2. Workshops. Placer County will conduct Program Implementation workshops each year. Multiple dates shall be provided to maximize participation.

3. Webinars. Placer County will conduct several webinars on Program Implementation each year, covering areas of need based on feedback from individual MHSSA grantees and surveys. The webinars will provide examples of successful Program Implementation; challenges agencies will face when implementing programs, and the methods utilized to overcome those challenges. Relevant Program Implementation material and resources will also be discussed and shared amongst participants.

4. Individualized Coaching. Placer County will meet with individual grantees on a statewide basis to answer questions (Q/A) and provide Individualized Coaching on their Program Implementation. Placer County will offer examples for identifying and leveraging available resources within a particular county, and assist each grantee in developing a plan of action for Program Implementation going forward.

5. Toolkits & Training Materials. Placer County will create a Program Implementation Toolkit with training materials/forms to assist other MHSAA grantees to implement programs on a statewide basis.

6. Information Hub. Placer County will establish a web-based Program Implementation Information Hub where grantees can access the toolkits and training materials/forms. This Hub will identify resources and provide links to videos and other electronic materials for grantees to use in Program Implementation.

7. Communication. Placer County will communicate with other MHSSA grantees as to the availability of its Program Implementation services on an ongoing basis through emails, flyers, presentations and other channels.

EXHIBIT B

FISCAL DETAIL

1. Invoicing and Payment

a) For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Grantee in accordance with Section 4 of this Exhibit B.

b) Deliverables will be submitted to the Commission grant monitor. Once approved, the grant monitor will prepare the Grant Award Claim Form (GACF) and return to the grantee for signature. Signed GACFs will be returned to the grant monitor for payment. GACFs shall include the Agreement Number and shall be submitted in arrears to the address shown below. Electronic submission is preferred.

Mental Health Services Oversight & Accountability Commission
Attention: Accounting Office
1812 9th Street
Sacramento, CA, 95811
Accounting@mhsoac.ca.gov

2. Budget Contingency Clause

a) It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement.

b) If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an amendment to Grantee to reflect the reduced amount.

c) If this Agreement overlaps federal and State fiscal years, should funds not be appropriated by or approved by the Legislature for the fiscal year(s) following that during which it was executed, the State may exercise its option to cancel this Agreement.

d) This Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Legislature which may affect the provisions or terms of funding of this grant in any manner.

Item 7.c

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927. Payment for deliverables is meant to be inclusive of all the preparatory work, planning, and material cost involved in the completion of the intent of the deliverable not just the report itself.

4. Budget Detail

The total amount of this Grant Agreement shall not exceed four hundred and fifty thousand dollars [$450,000.00].

Deliverable	Allocated Amount	Due Date
Grant Year 1* *Progress Report- Date TBD based on hiring date of QIS Coordinator*	$150,000.00	Initial payment delivered upon hiring of QIS Coordinator
Subtotal	**$150,000.00**	
Grant Year 2* *Progress Report Q1* *Progress Report Q2* *Progress Report Q3* *Progress Report Q4*	 $50,000.00 $25,000.00 $50,000.00 $25,000.00	 ~~December 31, 2025~~ **May 31, 2026** ~~March 31, 2026~~ **August 31, 2026** ~~June 30, 2026~~ **November 30, 2026** ~~September 30, 2026~~ **February 28, 2027**
Subtotal	**$150,000.00**	
Grant Year 3* *Progress Report Q1* *Progress Report Q2* *Progress Report Q3* *Final Report Q4*	 $50,000.00 $25,000.00 $50,000.00 $25,000.00	 ~~December 31, 2026~~ **May 31, 2027** ~~March 31, 2027~~ **August 31, 2027** ~~June 30, 2027~~ **November 30, 2027** ~~September 30, 2027~~ **February 28, 2028**
Subtotal	**$150,000.00**	
Total	**$450,000.00**	

**Annual Fiscal Reports are due at the end of each Grant Year.*

Payment will not occur for each Deliverable until it has been received and approved by the Commission. Grantee is responsible for ensuring there is enough time for the Commission's review of drafts in advance of each deliverable due date.

Grantee may submit Deliverables prior to due dates. To postpone a due date, Grantee must request written approval from the Commission (email will suffice).

Any insufficiency in the Deliverables may result in the withholding of one or more payments, although in that case the Commission shall provide Grantee with advance written notice and an opportunity to cure the defect (e.g., a mitigation plan). **Failure to retain a QIS Coordinator after Grant Year One may result in such a withhold.**

Upon termination, Grantee shall provide the Commission with an accounting of unearned funds *and* unencumbered funds. Funds that are unearned *or* unencumbered shall be returned to the Commission within thirty (30) days of termination.

Item 7.c

Approved as to Legal Form:
COUNTY COUNSEL

By Crystal Pizano

Digitally signed by: Crystal Pizano
DN, CN = Crystal Pizano email = cpizano@lozanosmith.com C = US O = Lozano Smith
Date: 2026.03.18 16:53:17 -07'00'

ACCOUNT NUMBERS:

CONTRACTING PARTIES:

Behavioral Health Services Oversight and Accountability Commission, and COUNTY OF MADERA

TITLE OF CONTRACT:

State of California - Department of General Services Standard Agreement - Amendment

Item 7.c

Item 7.d

BOARD OF SUPERVISORS
COUNTY OF MADERA

Agendas available: www.MaderaCounty.com
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MEMBERS OF THE BOARD

JORDAN WAMHOFF, District No. 1
DAVID ROGERS, District No. 2
ROBERT L. POYTHRESS, District No. 3
LETICIA GONZALEZ, District No. 4
BOBBY MACAULAY, District No. 5

ROBERT MACAULAY, CHAIR
KAREN SCRIVNER, CHIEF CLERK TO THE BOARD

BOARD LETTER & MINUTE ORDER

MEETING DATE: April 14, 2026

AGENDA #

DEPARTMENT:
BOS-015631: BEHAVIORAL HEALTH SERVICES DEPARTMENT

DEPARTMENT CONTACT:	**PLACEMENT**	**DOC. ID #**
Jose Perez	CONSENT	BOS-015631

PREVIOUS BOARD ACTION(S):
MCC NO 12825-24

BOARD ACTING AS:	**VOTE REQ.**
BOARD OF SUPERVISORS	4/5

This Section is reserved for Clerk of the Board's Office Use Only

BOARD'S ACTION:

COTB – Choose Motion Result.
COTB – Enter Vote Results.

Processed By: Clerk Name – COTB Use Only.

RECOMMENDED ACTION:

Consideration of entering into an Agreement with Fresno Community Hospital and Medical Center dba Community Behavioral Health Center in the amounts of $1,496.00 for Room and Board and $883.71 per Administrative Day for psychiatric inpatient care for Fiscal Year 2025-2027 and authorize the Chair to sign.

Item 7.d

BACKGROUND SUMMARY / FISCAL IMPACT:

DISCUSSION:

Community Behavioral Health Center provides inpatient psychiatric hospitalization for individuals with chronic psychiatric and physical impairment that are referred to by the Madera County Department of Behavioral Health Servies (MCDBHS). The facility provides a safe and secure environment where qualified staff provide clinical assessment and treatment for acute psychiatric disorders focusing on stabilization, wellness and recovery.

Psychiatric hospitalization is of an urgent nature and as there are no psychiatric hospitals in Madera County it is important that MCDBHS has options available to ensure appropriate placement for clients with Serious Mental Illness (SMI) conditions. It is vital that MCDBHS continues its partnership with Community Behavioral Health Center for the mental well-being of Madera County's residents and recommends approval of this agreement.

FISCAL IMPACT:

The costs associated with this agreement will be funded by Managed Care Medi-Cal and Mental Health realignment funds; therefore, there will be no impact to the County's General Fund.

CONNECTION TO THE COUNTY OF MADERA STRATEGIC PLAN:

This contract meets the goal of the Strategic Focus Area of Health by providing mental health services to Madera County clients.

ATTACHMENTS:

1. Signed Madera CO & Community BH 3.20.26

MADERA COUNTY CONTRACT NO. _____
(Behavioral Health Services: Inpatient Facilities – Community Behavioral Health Center)

THIS AGREEMENT is made and entered into this _____ day of _____, 2026 (the "Effective Date"), by and between the COUNTY OF MADERA, a political subdivision of the State of California ("COUNTY"), and FRESNO COMMUNITY HOSPITAL AND MEDICAL CENTER dba COMMUNITY REGIONAL MEDICAL CENTER FOR ITS REMOTE LOCATION OF COMMUNITY BEHAVIORAL HEALTH CENTER ("CONTRACTOR").

AGREEMENT

1. **TERM**. To begin upon execution and end June 30, 2027, unless sooner terminated.

2. **SCOPE OF SERVICES**. CONTRACTOR is an inpatient facility, which services are provided by a hospital to beneficiaries from whom the facilities, services and equipment described in Section 1810.350 are medically necessary for diagnosis or treatment of a mental disorder in accordance with Title 9 Section 1820.205.

3. **INCORPORATION OF MASTER AGREEMENT**. Madera County Master Contract No. 020 and Attachment "A" to Master Contract No. 020 (Inpatient Facilities), attached hereto as Exhibit "A," is incorporated herein by reference as if fully stated. CONTRACTOR shall adhere to all general terms and conditions of Master Contract No. 020 and Attachment "A," with the exception of Sections 10.2 and 16.03 of Master Contract No. 020, which shall be modified to read as follows:

"10.2 PROOF OF INSURANCE. If insurance is required, CONTRACTOR shall furnish COUNTY with a Certificate of Insurance (or Certificate of Self Insurance) with endorsements demonstrating the insurance coverage required by

this Agreement. The certificates and endorsements for each insurance policy are to be signed by the person authorized by the insurer to bind coverage on its behalf. The certificates shall be in ACORD certificate form. Endorsements are to be on forms approved by COUNTY and are to be received by COUNTY and attached to the Master Contract Cover Sheet prior to execution of the Agreement. CMC shall not cancel the required insurance policies without providing at least thirty (30) days prior written notice to COUNTY. Upon expiration of the certification for any of the foregoing policies, CONTRACTOR shall provide to COUNTY a new certification which contains the new expiration date for the insurance policy. Except as otherwise provided in the Master Contract Cover Sheet, all required policies are to contain, or be endorsed to contain, the following provisions:

10.2.1 COUNTY, its officers, agents and employees are named as additional insureds.

10.2.2 The coverage is primary with respect to COUNTY and its officers, agents and employees.

10.2.3 Any insurance or self-insurance maintained by COUNTY, its officers, agents and employees, shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

16.03 NOTIFICATION. CONTRACTOR shall comply with all applicable notice and reporting requirements set forth in federal and state laws and/or regulations, including, but not limited to all adverse event reporting requirements as required by California Code of Regulations, Title 22, section 70972. Further, CONTRACTOR shall notify COUNTY of all adverse events impacting COUNTY

CLIENTS, in accordance with the same reporting requirements and timelines under California Code of Regulations, Title 22, section 70972. However, unless expressly required by law or a court order, the adverse event reports and notification provided to COUNTY under this section shall not require CONTRACTOR to disclose any privileged communications, including, but not limited to, any attorney-client communication and/or attorney work product."

4. **BUSINESS ASSOCIATE AGREEMENT**. The Parties to this Agreement are subject to the terms and conditions as outlined in the HIPAA Business Associate Agreement, attached hereto as Exhibit "B" and incorporated by reference.

5. **COMPENSATION AND COSTS**. COUNTY shall pay CONTRACTOR a rate of One Thousand Four Hundred Ninety-Six Dollars ($1,496.00) for room and board, and Eight Hundred Eighty-Three Dollars and Seventy-One Cents ($883.71) per Administrative Day, subject to any fees and patient share of cost for services provided to authorized COUNTY Clients.

6. **INSURANCE**. CONTRACTOR shall maintain the following insurance: General liability insurance with minimum limits of One Million Dollars ($1,000,000.00) per incident and Two Million Dollars ($2,000,000.00) aggregate, which shall include the COUNTY as an insured under the policy; professional (malpractice) liability insurance with minimum limits of One Million Dollars ($1,000,000.00) per incident and Three Million Dollars ($3,000,000.00) aggregate; worker's compensation Insurance as required by law.

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7. **NOTICES**. 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

Behavioral Health Services
P.O. Box 1288
Madera, CA 93639

CONTRACTOR

Community Behavioral Health
7171 N Cedar Ave
Fresno CA 93720

With Copy to

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

8. **MEDICAL RECORDS**. Notwithstanding anything in this Agreement or its incorporated documents to the contrary, all medical records created and maintained by CONTRACTOR shall remain the exclusive property of CONTRACTOR.

9. **QUARTERLY CONTRACTOR'S MEETING**. CONTRACTOR shall meet quarterly with Madera County Department of Behavioral Health Services ("MCDBHS") staff to discuss any program and/or contract updates, identify and address potential challenges, share important information, solicit feedback, etc.

10. **CENSUS CAPACITY REPORT**. CONTRACTOR shall provide a Census Capacity Report to MCDBHS weekly in order to comply with Timely Access to Mental Health and Substance Abuse services standards.

11. **CERTIFICATION.** Each Party represents, warrants, and certifies that it is currently in compliance with, and shall remain in compliance with, the requirements of 42 U.S.C. § 1320a-7b (the "Anti-Kickback Statute") and 42 U.S.C. § 1395nn (the "Stark Law") and their respective implementing regulations with respect to this Agreement. Each Party

further agrees that it shall not engage in any activity or arrangement that would constitute a violation of either the Anti-Kickback Statute, or the Stark Law with respect to this Agreement. In the event either Party becomes aware of an actual or potential non-compliance with respect to the Services under this Agreement, it shall promptly notify the other Party and take appropriate corrective action in accordance with applicable laws and regulations.

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

COUNTY OF MADERA

_____
Chair, Board of Supervisors

ATTEST:

_____
Clerk, Board of Supervisors

Approved as to Legal Form:
COUNTY COUNSEL

By: Crystal Pizano
Digitally signed by: Crystal Pizano
DN: CN = Crystal Pizano email = cpizano@lozanosmith.com C = US O = Lozano Smith
Date: 2026.02.06 12:42:12 -08'00'

FRESNO COMMUNITY HOSPITAL AND MEDICAL CENTER dba COMMUNITY REGIONAL MEDICAL CENTER FOR ITS REMOTE LOCATION OF COMMUNITY BEHAVIORAL HEALTH CENTER

By: _____
(Signature)

Christopher Neuman
(Print Name)

Title: EVP, CFAO

ACCOUNT NUMBER(S)

_____

_____

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EXHIBIT A

MADERA COUNTY MASTER CONTRACT NO. 20
(Behavioral Health Services: Master Services Agreement)

AGREEMENT

1. **DESCRIPTION OF SERVICES**. COUNTY hereby engages CONTRACTOR to provide services to COUNTY's Medi-Cal beneficiaries and indigent residents who are not covered by other third-party payers ("CLIENTS") as provided in the Master Contract Cover Sheet, any Attachment(s) specified in the Master Contract Cover Sheet, as follows:

1.01 **Facility**. CONTRACTOR shall maintain a safe facility which will provide an environment conducive to the treatment of CLIENTS. This facility shall include, but not be limited to, adequate space and patient access to the patients' rights advocate, family members, and visitors.

1.02 **Safe and Accessible Facility**. CONTRACTOR shall maintain, at its own expense, a safe facility in which services are provided to CLIENTS. All services shall be rendered in a facility which complies with facility access for disabled persons as required by Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and related California statutes.

1.03 **Services to Be Provided**. CONTRACTOR shall provide services to CLIENTS who are referred to the facility by designated COUNTY staff, on a space available basis. All services provided to CLIENTS must be pre-authorized by COUNTY. COUNTY shall use its best efforts to provide CONTRACTOR with such CLIENT information as is reasonably necessary to aid CONTRACTOR in providing treatment to CLIENTS. COUNTY shall notify CONTRACTOR, prior to admission, of the need for

additional non-standard equipment. CONTRACTOR will not be responsible for CLIENT'S admission or discharge transportation.

1.04 **Protection of Rights**. CONTRACTOR agrees to protect the rights of CLIENTS admitted for services in compliance with state and federal law. CONTRACTOR shall comply with all relevant rules, regulations, statutes, and COUNTY policies and procedures related to individuals' rights to a complaint process and timely complaint resolution. CONTRACTOR shall comply with the Mental Health Plans ("MHPs"), Medi-Cal beneficiary, Mental Health Services Act, and/or Standard Drug Medi-Cal ("DMC") Program problem resolution process. Nothing in this Agreement shall prevent Medi-Cal beneficiaries from utilizing the MHPs and other rights and processes regarding complaints and grievances, which are guaranteed by statute.

1.05 **Clinical Records**. CONTRACTOR's individual records shall contain intake information, interviews, and progress notes. Clinical records shall contain details adequate for the evaluation of the service, as identified in the Network Provider Manual, which is available on COUNTY's website, maderacounty.com, under "Behavioral Health Services," and is incorporated herein by reference, together with any amendments or changes to the manual, and when rendered by a CONTRACTOR who meets the appropriate requirements to provide covered services.

2. **LAWS, LICENSES, PERMITS, AND REGULATIONS**. CONTRACTOR and COUNTY agree to comply with all state and federal laws and regulations that pertain to construction, health and safety, labor, minimum wage, fair employment practice, equal opportunity, and all other matters applicable to CONTRACTOR and COUNTY, their sub-grantees, contractors, or sub-contractor, and their work.

CONTRACTOR shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, COUNTY, and all other appropriate governmental agencies, including any certification and credentials required by COUNTY. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for termination of this Agreement by COUNTY.

3. **CREDENTIALING**. If CONTRACTOR is performing Medi-Cal billable services and/or receiving federal funds under this Agreement, then CONTRACTOR may be subject to COUNTY's credentialing process which includes, but is not limited to:

3.01. **For Medi-Cal Billable Services**.

3.01.1 Curriculum vitae; and

3.01.2 Malpractice insurance certificate; and

3.01.3 Copy of current licensure; and

3.01.4 National Provider Identifier ("NPI") Number. Registration for NPI number is found at npiregistry.cms.hhs.gov under NPPES; and

3.01.5 Once initial credentialing is completed, re-credentialing process will occur no less frequently than every three (3) years.

3.02 **For Federal Grant Services and/or When Necessary**.

3.02.1 Copy of current licensure if applicable; and

3.02.2 NPI Number. Registration for NPI number is found at npiregistry.cms.hhs.gov under NPPES; and

3.02.3 Dun & Bradstreet's Data Universal Numbering System ("DUNS") Number. Registration for DUNS number is found at: https://www.dnb.com/duns/get-a-duns.html?search; and

3.02.4 System for Award Management ("SAM") Account. Registration for SAM Account is found at sam.gov; and

3.02.5 Once initial credentialing is completed, re-credentialing process will occur no less than every three (3) years.

3.03 The credentialing process is required to be completed prior to reimbursement for eligible services. CONTRACTOR is responsible for notifying COUNTY of all providers and subcontracted providers performing under this Agreement and assisting in the credentialing process as needed.

4. **PAYMENTS TO CONTRACTOR**.

4.01 **Payment of Invoices**. Payments by COUNTY shall be monthly, in arrears, for services provided during the preceding month, within sixty (60) days after receipt, verification and approval of CONTRACTOR's invoices by COUNTY. If CONTRACTOR fails to comply with any provision of this Agreement, COUNTY shall be relieved of its obligation for further compensation.

4.02 **CONTRACTOR Invoices**. Except as otherwise provided, CONTRACTOR shall submit invoices to COUNTY at: Behavioral Health Services, Accounts Payable, P.O. Box 1288, Madera CA 93639, within sixty (60) days from service month end.

4.03 **Rate Structure; Contingent Liability of COUNTY/State**. Upon the submission of a claim, COUNTY agrees to pay CONTRACTOR and CONTRACTOR

agrees to accept from COUNTY as payment in full, subject to any fees and patient share of costs, for authorized services provided to CLIENTS. Those rates are included as an exhibit to Master Contract Cover Sheet. Rate increases must be requested in March to the Contracts Manager and will be subject to the Director and Board of Supervisor approval.

4.04 **Certification for Services Provided**. CONTRACTOR shall certify that all services reported to COUNTY meet reimbursement criteria as defined by the California Department of Health Care Services ("DHCS")/California Department of State Hospitals ("DSH"). CONTRACTOR shall not claim payment for any service which does not meet such standards and requirements. In the event that CONTRACTOR discovers that a claim has been improperly submitted, CONTRACTOR shall immediately notify COUNTY.

4.05 **Account Receivable Payment**. CONTRACTOR shall provide to COUNTY the necessary documentation for COUNTY to receive payment from Medi-Cal, Medicare, and any other public and/or private insurance or payee. CONTRACTOR agrees that COUNTY shall withhold payment for lack of appropriate records and/or contents.

4.06 **Audit of Invoices/Disallowances**. Each invoice is subject to audit, and COUNTY may make payments on invoices in advance of such audits. In the event that an invoice is disapproved for payment after audit, COUNTY may, at its sole discretion, withhold compensation or set off from other payments due to CONTRACTOR the amount of said disapproved invoices. COUNTY shall have the right to demand of CONTRACTOR the repayment to COUNTY of any funds disbursed to

CONTRACTOR under this Agreement which, in the judgment of COUNTY, were not expended in accordance with the terms of this Agreement. CONTRACTOR shall promptly refund any such funds upon demand.

4.07 **Overpayment**. CONTRACTOR shall report to COUNTY immediately when an overpayment has been received. The overpayment shall be returned to COUNTY within sixty (60) calendar days after the date on which the overpayment was identified and notify COUNTY in writing of the reason of the overpayment. COUNTY may suspend payments to CONTRACTOR for which COUNTY determines there is a credible allegation of fraud in accordance with 42 CFR §455.23.

5. **COMPLIANCE WITH QUALITY ASSURANCE/IMPROVEMENT AND UTILIZATION REVIEW**. CONTRACTOR shall be in full compliance with COUNTY's Quality Management Plan. CONTRACTOR shall cooperate and participate with COUNTY in Quality Assurance/Improvement and Utilization Review Programs, grievance/appeal procedures, and comply with all final determinations rendered by such. COUNTY's adverse decisions regarding CONTRACTOR services to CLIENTS may result in the: disallowance of payment for service(s) rendered; additional controls on the delivery of service(s); or the termination of this Agreement. COUNTY shall have sole discretion in the determination of Quality Assurance/Improvement and Utilization Review outcomes, decisions, and actions.

6. **CONTRACTOR GRIEVANCE PROCEDURE**. CONTRACTOR may appeal a denied or reduced request for payment for services rendered. The written appeal shall be submitted to COUNTY within thirty (30) calendar days of the postmark date of the notification of the denial of payment. Final determination of all appeals shall

be made by designated staff of COUNTY Behavioral Health Services. All appeals of adverse decisions shall be submitted to COUNTY's address set forth in Section 4.02 above.

7. **RECORDS, REPORTING, AND AUDITS**. CONTRACTOR agrees to complete and submit all forms and reports as required by COUNTY. CONTRACTOR shall maintain full and accurate records with respect to all matters covered under this Agreement. To the extent permitted by law, COUNTY shall have free access at all proper times or until the expiration of ten (10) years after the furnishing of services to such records, the last date of service, or termination of contract, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all data, documents, proceedings, and activities pertaining to this Agreement. The costs and obligations incurred or to be incurred in connection therewith shall be borne by CONTRACTOR. Any cost apportionments shall be made using generally accepted accounting principles and shall have proper "audit trails" reflecting the true cost of the services. CONTRACTOR may be asked to provide a tax statement or audited end-of-year financial statement sufficient to establish, for state audit purposes, that the rates for services as provided in this Agreement are reasonable based on CONTRACTOR's operating costs.

7.01 **Ownership of Documents**. To the extent permitted by law, all technical data, evaluations, plans, specifications, reports, documents, or other work products developed by CONTRACTOR hereunder are the exclusive property of COUNTY and upon request of COUNTY shall be delivered to COUNTY upon completion of the services authorized hereunder. In the event of termination, all

finished or unfinished documents and other materials, if any, at the option of COUNTY, and to the extent permitted by law, shall become the property of COUNTY. CONTRACTOR may retain copies thereof for its files and internal use. Any publication of information directly derived from work performed or data obtained in connection with services rendered under this Agreement must be first approved by COUNTY.

7.02 **Closure of Facility**. If CONTRACTOR's facilities are closed, CONTRACTOR shall notify COUNTY within forty-eight (48) hours, followed by written notice, of all arrangements made by CONTRACTOR for preservation of all financial, service, and other records prepared pursuant to this Agreement.

7.03 **Audits and Inspections**. CONTRACTOR shall, at any time during normal business hours and as often as deemed necessary, make available to COUNTY and authorized agencies, including but not limited to: DHCS, DSH, the Department of Health and Human Services ("DHHS"), the Comptroller General of the United States, and other authorized federal and state agencies, or their duly authorized representatives, facilities, and staff, records and data pertaining to the matters covered by this Agreement.

7.03.1 **Exceptions and Disallowances**. With regard to any audit exceptions or disallowances, as determined by COUNTY or authorized agencies, COUNTY shall have the right to demand repayment from CONTRACTOR of any audit exception or disallowance, with repayment to begin sixty (60) days after such demand. COUNTY may, in its sole discretion, withhold compensation or set off from other

payments due to CONTRACTOR in the amount of the exception or disallowance.

7.03.2 **Appeal Recoupment**. CONTRACTOR may appeal the recoupment in accordance with state and federal laws. Recoupment shall begin sixty (60) days after demand resulting from an audit or review and shall not be deferred by the filing of a request for an appeal.

7.03.3 **Liability for Recovery**. CONTRACTOR's liability to COUNTY for any amount recovered under this section shall be according to applicable procedural requirements.

8. **COUNTY'S RIGHTS NOT WAIVED BY PAYMENTS**. In no event shall any payment by COUNTY to CONTRACTOR constitute, or be construed as, a waiver by COUNTY of any breach of covenant, or of any default which may then exist, on the part of CONTRACTOR. The making of any such payment by COUNTY, while any such breach or default exists, shall not be construed as acceptance of substandard or careless work or as relieving CONTRACTOR from its full responsibility under this Agreement.

9. **INDEMNITY**. The parties hereto shall indemnify, defend, and hold harmless, the other party, and that party's officers, agents and employees from and against any and all claims, losses, liabilities, damages, demands and actions (all collectivity referred to herein as "liability") arising out of each party's respective performance of this Agreement.

10. **INSURANCE**.

10.01 **Maintenance of Insurance Coverage**. Without limiting COUNTY's right to obtain indemnification from CONTRACTOR or any third parties, at all times during this Agreement, CONTRACTOR shall obtain and maintain insurance policies as specified in the Master Contract Cover Sheet. In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein required, COUNTY may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

10.02 **Proof of Insurance**. If insurance is required, CONTRACTOR shall furnish COUNTY with a Certificate of Insurance (or Certificate of Self Insurance) with original endorsements demonstrating the insurance coverage required by this Agreement, together with a certified copy of each such insurance policy. The certificates and endorsements for each insurance policy are to be signed by the person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided or approved by COUNTY and are to be received by COUNTY and attached to the Master Contract Cover Sheet prior to execution of the Agreement. The required insurance policies shall not be cancelled without at least thirty (30) days prior written notice to COUNTY. Upon expiration of the certification or other proof of insurance for any of the foregoing policies, CONTRACTOR shall provide to COUNTY a new certification or other proof of insurance which contains the new expiration date for the insurance policy. Except as otherwise provided in the Master Contract Cover Sheet, all required policies are to contain, or be endorsed to contain, the following provisions:

10.02.1 COUNTY, its officers, agents, and employees are named as additional insureds; and

10.02.2 The coverage is primary with respect to COUNTY and its officers, agents, and employees; and

10.02.3 The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its officers, agents, and employees; and

10.02.4 Any insurance or self-insurance maintained by COUNTY, its officers, agents, and employees, shall be in excess of CONTRACTOR's insurance and shall not contribute with it; and

10.02.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY, its agents, officers, and employees; and

10.02.6 Coverage shall state that CONTRACTOR's insurance shall apply separately to each insured against whom the claim is made, or suit is brought, except with respect to the limits of the insurer's liability.

11. **TERMINATION AND BREACH**.

11.01 **Non-Allocation of Funds**. The terms of this Agreement and the services to be provided hereunder are contingent upon the approval of funds by the appropriating government agency. In the event that funding from the applicable agency ceases or is decreased, authorization for funding is terminated, or subsequently

enacted federal or state legislation, regulation, policy or procedure reduces or abolishes funding or otherwise renders performance of the provisions of the Agreement substantially more difficult, this Agreement may be terminated or modified by the parties hereto in writing. If the parties cannot reach an agreement regarding modifications which would permit performance under this Agreement to continue, the Agreement will automatically terminate. Each party shall give the other thirty (30) days advance written notice of its intention to terminate or modify the Agreement pursuant to this provision, specifying the date of termination. In the event of termination for non-allocation of funds, CONTRACTOR shall ensure an orderly transition of care for CLIENTS receiving services including, but not limited to, the transfer of CLIENTS' records. Under these circumstances, all invoices must be submitted to COUNTY prior to the final date for which funding is available.

11.02 **Breach of Contract**.

11.02.1 **Suspension/Termination for Cause**. COUNTY may immediately suspend or terminate this Agreement, in whole or in part, where, in the determination of COUNTY, there is a failure to comply with the terms of this Agreement, including but not limited to:

a. CONTRACTOR fails to comply with any term of this Agreement; and

b. CONTRACTOR submits a substantially incorrect or incomplete report to COUNTY; and

c. CONTRACTOR improperly performs any service; and

d. Exclusion of CONTRACTOR from participation in state or federal health care programs under the Social Security Act; and

e. An illegal or improper use of funds by CONTRACTOR; and

f. CONTRACTOR, its employees, or subcontractors, fail to abide by CONTRACTOR's code of ethical conduct or COUNTY's Code of Ethics as listed in COUNTY's Compliance Handbook, located on COUNTY's website maderacounty.com under "Behavioral Health Services;" and

g. It is found that consideration, in any form, was offered or given by CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to CONTRACTOR's performance pursuant to this Agreement; and

h. CONTRACTOR becomes insolvent, files for bankruptcy, or has a receiver appointed for its assets; and

i. CONTRACTOR fails to comply with any state and/or federal laws and regulations.

11.02.2 **Waiver of Breach**. No waiver by COUNTY of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of COUNTY to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. In no event shall any payment by COUNTY constitute a waiver by COUNTY of any breach of this Agreement or any default which may then exist on the part of CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default.

11.02.3 **Right to Cure**. Notwithstanding anything else in this Agreement to the contrary, if CONTRACTOR fails to perform any obligation of this Agreement, COUNTY may itself perform, or cause the performance of such agreement or obligation. In that event, CONTRACTOR will, on demand, fully reimburse COUNTY for all such expenditures. Alternatively, COUNTY, at its option, may

deduct from any funds owed to CONTRACTOR the amount necessary to cover any expenditures under this provision. This is in addition to any other remedies available to COUNTY by law or as otherwise stated in this Agreement.

11.03 **Termination for Convenience**. This Agreement, notwithstanding anything to the contrary herein above or hereinafter set forth, may be terminated by COUNTY at any time without cause or legal excuse by providing the other party with sixty (60) calendar days written notice of such termination. Upon effective date of termination, COUNTY shall have no further liability to CONTRACTOR except for payment of invoices for services during the performance hereunder. Such liability is limited to the time specified in said notice and for services not previously reimbursed by COUNTY. Such liability is further limited to the extent such services occurred, were deemed necessary, reasonable, and verifiable and have been incurred by CONTRACTOR prior to, and in connection with, discontinuing the work hereunder.

11.04 **Continuity of Care**. Upon termination of this Agreement for any reason, CONTRACTOR shall ensure an orderly transition of care for CLIENTS receiving treatment, including, but not limited to, the transfer of CLIENTS' medical records.

12. **NOTICES**.

12.01 **Delivery of Notice**. Notices between COUNTY and CONTRACTOR provided for or permitted under this Agreement or by law shall be in writing and shall be deemed to be duly served when personally delivered to the other party or, in lieu of such personal delivery, when deposited in the United States mail,

postage prepaid, addressed to such party at the address specified in the Master Contract Cover Sheet. If mutually agreed by the parties, email notice is acceptable and considered delivered as of the date sent.

12.02 **Change of Address/Telephone Number/Email**. Written notice of any change of address and/or telephone number and/or email shall be given to the other party within five (5) business days of the change.

12.03 **Authorized Persons**. The persons having authority to give and receive notices under this Agreement and their addresses shall be set forth in the Master Contract Cover Sheet.

13. **INDEPENDENT CONTRACTOR; CONFLICTS OF INTEREST**.

13.01 **Independent Capacity**. This Agreement is by and between COUNTY and CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between COUNTY and CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. CONTRACTOR shall be solely responsible for determining the means and methods of performing the specified services under this Agreement. COUNTY shall have no right to control or exercise any supervision over CONTRACTOR as to how the services will be performed. Notwithstanding this independent contractor relationship, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof.

13.02 **Workers' Compensation**. CONTRACTOR understands and agrees that all persons performing work under this Agreement are solely employees of CONTRACTOR, and not of COUNTY, for purposes of workers' compensation liability. CONTRACTOR shall be solely liable and responsible for furnishing any and all workers' compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of CONTRACTOR under this Agreement.

13.03 **No Rights to COUNTY Benefits**. CONTRACTOR shall be solely liable and responsible for providing all compensation and benefits to, or on behalf of, all persons performing work pursuant to this Agreement. COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of CONTRACTOR. Because of CONTRACTOR's status as an independent contractor, CONTRACTOR shall have absolutely no right to employment rights and benefits available to COUNTY employees.

13.04 **Conflict of Interest**. CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. CONTRACTOR shall ensure that no conflict of interest exists between its officers, employees, or sub-contractors and COUNTY. CONTRACTOR shall ensure that no COUNTY officer or employee in a position that enables them to influence this Agreement will have any direct or indirect financial interest resulting from this Agreement. CONTRACTOR shall ensure that no COUNTY employee shall have any relationship to CONTRACTOR or

officer or employee of CONTRACTOR, nor that any such person will be employed by CONTRACTOR in the performance of this Agreement without immediate divulgence of such fact to COUNTY.

13.05 **Subcontract Assignments**. CONTRACTOR remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontractor will be subject to all applicable provisions of this Agreement. CONTRACTOR shall be held responsible by COUNTY for the performance of any subcontractor whether approved by COUNTY or not. CONTRACTOR hereby assigns to COUNTY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code)), arising from the purchase of goods, materials, or services by CONTRACTOR for sale to COUNTY pursuant to this Agreement.

14. **ASSURANCE OF NON-DISCRIMINATION**.

14.01 CONTRACTOR expressly agrees not to differentiate or discriminate in employment or the provision of services on the basis of race, ethnicity, age, color, national origin, ancestry, religion, religious creed, sex, marital status, medical condition, mental or physical disability, sexual orientation, political belief, or any other basis protected by federal or state law, as they now exist or may be amended in the future. CONTRACTOR shall comply with all applicable provisions and implementing regulations of federal and state law with respect to non-discrimination by ensuring that

employment practices and the administration of public assistance and social services programs are nondiscriminatory.

14.02 CONTRACTOR shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.

14.03 CLIENTS will receive the same level of care, as provided to all other clients served by CONTRACTOR. CONTRACTOR shall render behavioral health services to CLIENTS in the same manner, in accordance with the same standards and within the same time availability as offered to other clients, except as limited by existing COUNTY restrictions.

14.04 CONTRACTOR shall not unlawfully discriminate in the appointment and employment of staff and subcontractors, including compliance with facility access for disabled persons as required by section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, Fair Employment and Housing Act and related state and federal laws. CONTRACTOR shall give written notice of its obligations under the foregoing provisions to labor organizations with which it has a collective bargaining agreement or other labor agreements.

14.05 CONTRACTOR agrees to compile data, maintain records, and submit reports as required by this Agreement to permit effective enforcement of federal and state non-discrimination laws, rules and regulations and permit authorized COUNTY, state and/or federal government personnel to review records, books and

accounts of CONTRACTOR during normal working hours as needed to ascertain compliance.

14.06 If there are any violations of this section, the state and/or federal government shall have the right to impose fiscal sanctions or other legal remedies, the issue may be referred to the appropriate state or federal agency, and/or COUNTY may withhold all further funds until CONTRACTOR can show evidence to the satisfaction of COUNTY that funds provided under this Agreement were not used in connection with the alleged discrimination.

14.07 CONTRACTOR shall immediately take any measures necessary to effectuate the terms of this Non-Discrimination Assurance.

15. **COMPLIANCE WITH STATE AND FEDERAL PRIVACY AND SECURITY LAWS**.

15.01 **Compliance in General**. CONTRACTOR shall comply with all applicable federal and state laws regulating the privacy and security of Protected Health Information ("PHI") to include but not be limited to: Code of Federal Regulations ("CFR") Title 42, section 431.300 et seq.; California Welfare and Institutions ("W&I") Code, Division 5, Part II, sections 5328 et seq. and 14100.2; Health Insurance Portability and Accountability Act of 1996 ("HIPAA") 45 CFR Parts 160 & 164; Health Information Technology for Economic and Clinical Health ("HITECH") Act; Title XIII of Division A of the American Recovery and Reinvestment Act of 2009 ("ARRA") and regulations adopted thereunder. It is understood by CONTRACTOR and COUNTY that any part of the privacy or security regulations contained in HIPAA or other laws may, during the term of this Agreement, be modified by Congress or by the United States Department

of Health and Human Services or may be interpreted by a court in a manner impacting compliance. Should such an event occur, the privacy and security regulations as modified or interpreted shall be incorporated into this Agreement and shall become the standard for compliance with the regulations. The provisions of this section are self-executing upon change(s) to the privacy or security regulations by any event referenced above.

15.02 **Compliance with HIPAA**. CONTRACTOR will employ appropriate safeguards to prevent the use or disclosure of any information which is protected by HIPAA in any manner not set forth under this Agreement or for purposes other than treatment, consultation, referral, or payment and will follow all breach reporting laws.

15.02.1 **Protection of Confidential Information**. For the purpose of this Agreement, all information, records, data and data elements collected and maintained for the operation of this Agreement and pertaining to recipients of behavioral health services shall be protected by CONTRACTOR from unauthorized disclosure. This includes but is not limited to, names, identifying numbers, symbols, or other identifying particulars of persons receiving public social services, mental health services, and substance use disorder treatment services. Such information is confidential and to be protected from unauthorized disclosure.

15.02.2 **Use of Confidential Information**. With respect to any identifiable recipient information obtained by

CONTRACTOR, its employees, agents or subcontractors under this Agreement, CONTRACTOR shall:

a. Not use any such information for any purpose other than carrying out the express terms of this Agreement; and

b. Promptly transmit to COUNTY all requests for disclosure of such information; and

c. Not disclose, except as otherwise specifically permitted by this Agreement, any such information to any party without prior written authorization by COUNTY specifying that the information may be released under CFR Title 42, section 431.300 et seq. and W&I Code section 14100.2, and regulations adopted thereunder; and

d. At the discretion of COUNTY, return all such information to COUNTY or maintain such information according to written procedures of DHCS for this purpose, at the expiration or termination of this Agreement.

15.03 **Compliance with HITECH**. If CONTRACTOR maintains an Electronic Health Record ("EHR") with PHI and in accordance with its obligations under HITECH Act:

15.03.1 CONTRACTOR and COUNTY data submission shall meet the privacy and security provisions of HIPAA, HITECH, and all related state and federal regulations for the access, maintenance and storage of system data and files; and

15.03.2 If CONTRACTOR accesses COUNTY EHR software, this will be done through a private and secure network connection.

15.04 **Breaches and Security Incidents**. CONTRACTOR agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:

15.04.1 CONTRACTOR will report upon discovery any unsecured HIPAA and/or HITECH breach to the DHCS, DHCS Information Security Officer, and Madera County Behavioral Health Services Director within twenty-four (24) hours of an occurrence; and

15.04.2 A notice to DHCS must use the most current "Privacy Incident Report" form available on the dhcs.ca.gov, with a copy to Madera County Behavioral Health Services Director; and

15.04.3 CONTRACTOR will have seventy-two (72) hours from discovery to investigate such security incident, breach, or unauthorized access, to the extend known at that time and

report this information to the parties identified in 15.04.2 above; and

15.04.4 A completed investigation report must be submitted within ten (10) business days to the parties identified in 15.04.2 above.

16. **REPORTING OF PATIENT/CLIENT ABUSE, UNUSUAL OCCURRENCES/DEATH/SUICIDE**.

16.01 **Elders and Dependent Adults Abuse**. CONTRACTOR shall comply with W&I Code section 15630 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults under the care of CONTRACTOR either to an appropriate COUNTY adult protective services agency or to a local law enforcement agency, as mandated by W&I Code sections 15630-15632. CONTRACTOR shall make this report on such abuse and shall submit all required information in accordance with W&I Code sections 15630, 15633 and 15633.5.

16.02 **Minor Children Abuse**. CONTRACTOR shall comply with California Penal Code ("PC") section 11164 et seq. and shall report all known or suspected instances of child abuse to an appropriate child protective services agency, as mandated by PC sections 11164, 11165.8 and 11166. CONTRACTOR shall make the report on such abuse and shall submit all required information in accordance with PC sections 11166 and 11167.

16.03 **Notification**. CONTRACTOR shall notify COUNTY of all allegations and actual incidents (e.g., abuse, injuries, and deaths) affecting CLIENTS within twenty-four (24) hours of occurrence and provide COUNTY with a copy of all

investigation reports concerning incidents and the disposition of, or corrective action taken to resolve, the complaint. CONTRACTOR shall notify COUNTY of reports to the appropriate reporting agency according to state laws and regulations.

17. **CODE OF CONDUCT**. CONTRACTOR shall abide by the provisions of its own code of ethical conduct, or if it does not have such a code of conduct, abide by the Code of Ethics as listed in COUNTY's Compliance Handbook, located on COUNTY's website maderacounty.com under "Behavioral Health Services."

18. **CULTURAL COMPETENCE**. CONTRACTOR shall use a set of professional skills, behaviors, attitudes, and policies that enable the system, or those participating in the system, to work effectively in meeting the cross-cultural needs of COUNTY's CLIENTS. CONTRACTOR shall have a written policy and procedure that ensure organizational and individual compliance by its staff and providers. CONTRACTOR shall comply with any and all request from COUNTY for a list of cultural competency trainings and sign in sheets of CONTRACTOR staff attending those trainings who provide services in programs, which serves CLIENTS. Trainings shall include direct and indirect service staff/contractors.

19. **DRUG-FREE WORKPLACE**. CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990, Government Code section 8350 et seq. If applicable, CONTRACTOR shall also comply with the federal Drug-Free Workplace Act of 1988, 41 U.S.C. 81. CONTRACTOR hereby provides the certifications required by those laws and regulations. CONTRACTOR's compliance shall include, but is not limited to, the following:

19.01 **Publish Statement**. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibitions.

19.02 **Establish Awareness Program**. Establish a drug-free awareness program to inform employees about all of the following:

19.02.1 The dangers of drug abuse in the workplace; and

19.02.2 The organization's policy of maintaining a drug-free workplace; and

19.02.3 Available drug counseling, rehabilitation, and employee assistance programs; and

19.02.4 The penalties that may be imposed upon employees for drug abuse violations.

19.03 **Employee Notification/Agreement**. Require that every employee engaged in the performance of this Agreement:

19.03.1 Be given a copy of CONTRACTOR's drug-free policy statement; and

19.03.2 As a condition of providing services pursuant to this Agreement, agree to abide by the terms of the statement.

20. **EXCLUSION FROM PARTICIPATION IN FEDERAL PROGRAMS**. CONTRACTOR assures that, at the time of entering into this Agreement, it is not excluded from participation in federal health care programs or federal grant funds.

20.01 **Health Care Programs**. CONTRACTOR shall not be excluded from participation in federal health care programs under either section 1128 or 1128A of the Social Security Act. CONTRACTOR shall notify COUNTY immediately if such exclusion occurs during the term of this Agreement. Exclusion of CONTRACTOR from participation in federal health care programs shall be cause for immediate termination of this Agreement.

20.01.1 Employees of CONTRACTOR who, because of convictions or because of current or past failures to comply with state and federal program requirements, become designated as ineligible persons or are identified for exclusion from involvement in state and federal programs, shall be removed from responsibility or participation in or involvement with all aspects of this federally funded program, until such time as the person or entity is no longer identified on the exclusion lists.

20.01.2 CONTRACTOR shall be responsible for performing ongoing exclusion reviews of current employees to ensure that CONTRACTOR does not hire or contract with any individual or entity under sanction or exclusion by the state and federal government. As an outcome of ongoing exclusion reviews, CONTRACTOR agrees to provide to COUNTY written certification under penalty of perjury that no current employee, subcontractor, entity, or agent is

excluded from participation of Medicaid or Medi-Cal programs per 42 CFR 455.436 and W&I Code Section 14043.61. Detailed reporting shall be made available to COUNTY upon demand. Failure to comply shall lead to termination of the Agreement.

20.01.3 CONTRACTOR shall be responsible for ensuring and attesting that all providers or any person with a five percent (5%) or more direct or indirect ownership in the provider under this Agreement have undergone a criminal background check per 42 CFR 45.434 and other applicable state requirements based on the category of the provider.

20.01.4 COUNTY shall not reimburse for past, present or future services rendered by individuals who were under employment by CONTRACTOR and have been excluded from federal and state participation.

20.02 **Federal Grant Funds**. CONTRACTOR participating in federal grant programs must have registered for a DUNS Number and with SAM. CONTRACTOR shall comply with all requirements in 42 CFR Part 1001.

21. **COMPLIANCE WITH LAWS/POLICIES**. CONTRACTOR shall at all times perform the duties to be provided under this Agreement to the best of its ability and in accordance with the highest scientific, professional and ethical standards of its profession, and at all times will comply with all applicable federal and state statutes, regulations and published case law.

22. **COMPLIANCE WITH STATE CONTRACT AND FEDERAL REGULATIONS REQUIREMENTS**.

22.01 CONTRACTOR recognizes that COUNTY operates its behavioral health system under agreements with DHCS and DSH, and that under said agreements, the state imposes certain requirements on COUNTY and its subcontractors. CONTRACTOR agrees to abide by the state requirements.

22.02 CONTRACTOR shall comply with all policy letters issued by any and all Departments having authority over the services provided under this Agreement. These Departments may include, but not limited to: The Centers for Medicare & Medicaid Services ("CMS"), Department of Public Health, the Department of Social Services, and DHCS including Mental Health and Substance Use Disorder Services Division ("MHSUDS") Information Notices, MH Letters, DMH Information Notices, and ADP Bulletins, which are available at the DHCS website, dhcs.ca.gov. These policy letters shall provide specific details of procedures when the detail is not covered in the Agreement but are determined to be necessary for performance under this Agreement. These policy letters are not intended to change the basis and general terms of the Agreement. Those policies and/or procedures modified or interpreted shall be incorporated into this Agreement and shall become the standard for compliance with the regulations. The provisions of this section are self-executing upon changes to the state and federal legislation and regulations by any event referenced above.

23. **COMPLIANCE WITH PASS-THROUGH GRANTS**. CONTRACTOR may be receiving federal award funds as payment for services rendered. Therefore, CONTRACTOR will be required to comply with OMB Circular A-133 requirements.

24. **LIMITATIONS ON USE OF FUNDS**. CONTRACTOR will comply with Section 202 of the Controlled Substance Act (21 USC § 812) which limits the use of funds for promotion of legalization of controlled substances. None of the funds made available through this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substance Act (21 USC § 812).

25. **CONTROL REQUIREMENTS**. CONTRACTOR shall establish and be familiar with written policies and procedures consistent with the following requirements. COUNTY shall annually monitor CONTRACTOR for compliance and adherence to CONTRACTOR's policies and procedures by requesting CONTRACTOR to attest to the completion of training of its staff and providers with annual copies of any policies and procedures not limited to those listed below.

25.01 Government Code, Title 2, Division 4, Part 2, Chapter 2, Article 1.7 relating to Federal Block Grant Funds, commencing at Section 16366.1.

25.02 Government Code, Title 5, Division 2, Part 1, Chapter 1, Article 7 relating to Federally Mandated Audits of Block Grant Funds Allocated to Local Agencies, commencing at Section 53130.

25.03 CFR, Title 2, relating to Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, commencing at Section 200.

25.04 CFR, Title 45, Subpart C relating to Block Grants Financial Management, commencing at Section 96.30.

26. **GENERAL PROVISIONS**.

26.01 **Restrictions on Salaries**. CONTRACTOR agrees that no part of any federal funds provided under this Agreement shall be used to pay the salary and wages of an individual at a rate in excess of Level II of the Executive Schedule which can be found at opm.gov. Federal funds used in violation of this restriction shall be subject to disallowance.

26.02 **Hatch Act**. CONTRACTOR agrees to comply with the provisions of the Hatch Act (USC, Title 5, Sections 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

26.03 **Lobbying**. CONTRACTOR certifies that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by the Byrd Anti-Lobbying Amendment (31 USC 1352). CONTRACTOR shall also disclose to DHCS any lobbying with non-federal funds that takes place in connection with obtaining any federal award.

26.04 **Debarment and Suspension**. CONTRACTOR will comply with applicable federal debarment and suspension regulations in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp.) and 12689 (3 CFR Part 1989), in addition to the requirements set forth in 42 CFR Part 1001.

26.05 **Trafficking Victims Protection Act of 2000**. CONTRACTOR shall comply with the Trafficking Victims Protection Act of 2000 (USC, Title 22, Chapter 78, Section 7104) as amended by section 1702 of Pub. L. 112-239.

27. **MODIFICATION**. Any provisions of this Agreement may be amended or modified from time to time by the written consent of both parties without, in any way, affecting the remainder of the Agreement. Both parties agree that if the applicable requirements of state and federal law regarding the programs administered by COUNTY or the services provided by CONTRACTOR change during the term of this Agreement, those revisions shall immediately go into effect to the extent required by the changed law.

28. **GOVERNING LAW AND VENUE**. This Agreement shall be governed by and interpreted under the laws of the State of California. Further, this Agreement shall be governed by, and construed in accordance with, all laws, regulations, and obligations of COUNTY under its agreement with the state. Venue for all disputes shall be in the Madera County Superior Court or the United States District Court for the Eastern District of California, as applicable.

29. **ATTORNEY'S FEES AND COSTS**. Both parties agree that in the event of litigation brought to enforce performance of this Agreement or to seek damages for breach thereof, the losing party will pay the winning party's reasonable attorney's fees and costs, to be awarded and fixed by the court and to be taxed as costs and included in the judgment rendered.

30. **SEVERABILITY**. Unless material to this Agreement, any provision, clause, or part herein found to be illegal or unenforceable shall not affect the legality of any other provision, clause, or part, nor the Agreement itself.

31. **SECTION HEADINGS**. Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions of this Agreement.

32. **ADMINISTRATION OF AGREEMENT**. This Agreement shall be administered for COUNTY by COUNTY Director of Behavioral Health Services.

33. **ENTIRE AGREEMENT**. This Agreement, the Master Contract Cover Sheet and any Exhibits and Attachments specified and incorporated into the Master Contract Cover Sheet shall constitute the entire agreement between CONTRACTOR and COUNTY with respect to the subject matter hereof and supersede 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 hereto.

34. **TIME OF THE ESSENCE**. Time shall be of the essence in the performance of this Agreement.

35. **MANDATORY USE**. This Agreement is adopted for mandatory use effective October 1, 2024. Any amendments to this Agreement shall be incorporated into then-existing agreements referencing this Master Contract No. 20.

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Item 7.d

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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

DECEMBER 3, 2024

ATTEST:

Clerk, Board of Supervisors

Approved as to Legal Form:
COUNTY COUNSEL

By: Crystal M. Pizano

Digitally signed by: Crystal M. Pizano
DN: CN = Crystal M. Pizano email = cpizano@lozanosmith.com C = US
Date: 2024.08.30 12:04:00 -07'00'

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MADERA COUNTY MASTER CONTRACT NO. 20
Attachment A – Inpatient Facilities

AGREEMENT

1. **DESCRIPTION OF SERVICES.**

1.01 **Services to Be Provided.**

1.01.1 CONTRACTOR shall provide psychiatric hospital services pursuant to section 5775 et seq. of the California Welfare and Institutions (W&I) Code, other applicable federal and state regulations, Behavioral Health Services (BHS) policies Mental Health Plan (MHP) 27:00 (Psychiatric Hospitalizations), MHP 36:00 (Definitions of Significant and Probability), and other BHS policies and Madera County Network Provider Manual which are available on COUNTY's website, maderacounty.com, under "Behavioral Health Services." CONTRACTOR will abide by the authorization procedures as designated by COUNTY in rendering services to CLIENT. CONTRACTOR shall follow State Guidelines. COUNTY shall not deny payment for services that meet Medi-Cal guidelines once services have been provided in good faith.

1.01.2 "5150" Facility. Madera County Board of Supervisors shall designate CONTRACTOR as a "5150" facility so that CONTRACTOR's physicians may detain, as clinically indicated, by authorized COUNTY-referral staff. Once

CLIENTS are admitted by CONTRACTOR into the inpatient psychiatric facility, CONTRACTOR shall provide to CLIENTS up to seventy-two (72) hours of involuntary evaluation and treatment, as provided in W&I Code section 5150 et seq., and any further period of involuntary treatment as required.

1.01.3 Advance Consultation Regarding Inpatient Psychiatric Services. CONTRACTOR, through its Medical Director or his/her designee, shall make reasonable efforts, prior to delivery of inpatient psychiatric services, to consult with designated COUNTY staff on treatment matters, however, when inpatient psychiatric services are immediately indicated, CONTRACTOR shall provide such services without advance consultation. County should be notified of a client's admission within 24 hours of admission.

1.02 **Protection of Rights.** CONTRACTOR agrees to notify CLIENTS of their right to file a grievance regarding services as provided in BHS policy MHP 07:00 (Beneficiary Rights) which is located on COUNTY's website, maderacounty.com, under "Behavioral Health Services."

1.03 **Non-Psychiatric Related Medical Services.** CONTRACTOR shall provide CLIENTS with access to non-psychiatric related medical services as are clinically indicated including, but not limited to, nonemergency, surgical, laboratory, pharmacy, emergency medical services, transportation to needed off-site services and

bilingual/bicultural programming. COUNTY is not responsible for any non-psychiatric services.

1.04 **Participation in Planning and Discharge Decisions.** Designated COUNTY staff shall participate in the planning of the services CONTRACTOR shall provide to CLIENTS. Designated COUNTY staff shall participate with CONTRACTOR's staff in making discharge plans for CLIENTS.

1.05 **Admission for Services.** The decision to admit CLIENTS referred for treatment by designated COUNTY staff is at the sole discretion of CONTRACTOR. Prior to transporting any CLIENT, designated COUNTY staff shall contact CONTRACTOR to determine whether space is available.

2. **RIGHTS OF PERSONS INVOLUNTARILY DETAINED.** CONTRACTOR shall comply with applicable laws, regulations and state policies relating to patients' rights, including W&I Code sections 5325 through 5331 and Title 9, section 860 et seq. of the California Code of Regulations, regarding the rights of persons involuntarily detained.

3. **PAYMENTS TO CONTRACTOR.**

3.01 **Invoice Submission.** Invoices must be submitted within sixty (60) days from discharge date for which the invoiced services were provided.

3.02 **Basis for Claims.** Claims for payment shall be based on complete and timely documentation in the CLIENT's chart, an appropriate and medically necessary diagnosis, accurate activity code(s), and all other required documentation. Claimed services shall be provided and documented upon timely assessment and a CLIENT plan for treatment that is completed and updated in accordance with applicable

federal and state regulations and with applicable COUNTY Behavioral Health Services policies.

3.03 **Rate Changes.** Both parties understand that the approved basic rate may change during the term of this Agreement. The Director of Behavioral Health Services or their designee shall document acknowledgment by CONTRACTOR of any change to the approved basic rate during the term of this Agreement. If the approved basic rate is changed during the term of this Agreement, the new rate shall be used to determine the amount which COUNTY shall pay to CONTRACTOR for services provided under this Agreement. The provisions of this section are self-executing upon change in the basic rate.

4. **RECORDS, REPORTING, AUDITS.**

4.01 **24 Hr. Acute Facilities shall submit the following to COUNTY:** The DHCS Cost Report and/or CMS 2552-96 Hospital Cost Report. The reports must be submitted forty-five (45) days before the State deadline.

4.02 **Exceptions and Disallowances.**

4.02.1 Medical Necessity. If COUNTY plans a CLIENT's admission to a facility, and the State later determines an audit exception exists on the basis of a lack of medical necessity, then COUNTY shall be financially responsible for the CLIENT's admission.

4.03 **Appeal Recoupment.** CONTRACTOR's appeal shall be in accordance with the policies and procedures of BHS policies MHP 27:00 (Psychiatric

Hospitalizations) and MHP 34:00 (Provider Complaint and Appeal Process) which are located on COUNTY's website, maderacounty.com, under "Behavioral Health Services."

EXHIBIT B

EXHIBIT B
MADERA COUNTY BUSINESS ASSOCIATE AGREEMENT
(HIPAA/HITECH)

1. **GENERAL PROVISIONS AND RECITALS.**

1.01 The parties to this Contract agree that the terms used, but not otherwise defined below in Section 2, shall have the same meaning given to such terms under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and their implementing regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations") as they exist or may hereafter be amended.

1.02 The parties agree that a business associate relationship (as described in 45 CFR §160.103) under HIPAA, the HITECH Act, and the HIPAA regulations between the CONTRACTOR and COUNTY may arise to the extent that CONTRACTOR performs, or delegates to Subcontractors to perform, functions or activities on behalf of COUNTY pursuant to the Agreement.

1.03 The COUNTY wishes to disclose to CONTRACTOR certain information pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI"), as defined below in Subsection 2.15, to be used or disclosed in the course of providing services and activities pursuant to, and as set forth, in the Agreement.

1.04 The parties intend to protect the privacy and provide for the security of PHI that may be created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement in compliance with the applicable standards, implementation specifications, and requirements of HIPAA, the HITECH Act, and the HIPAA regulations as they exist or may hereafter be amended.

1.05 The parties understand and acknowledge that HIPAA, the HITECH Act, and the HIPAA regulations do not pre-empt any state statutes, rules, or regulations that are not otherwise pre-empted by other federal law(s) and impose more stringent requirements with respect to privacy of PHI.

1.06 The parties understand that the HIPAA Privacy and Security rules, as defined below in Subsections 2.14 and 2.19, shall apply to the CONTRACTOR in the same manner as

they apply to a covered or hybrid entity (COUNTY). CONTRACTOR agrees to comply at all times with the terms of this Contract and the applicable standards, implementation specifications, and requirements of the Privacy and the Security rules, as they exist or may hereafter be amended, with respect to PHI.

2. **DEFINITIONS**.

2.01 "Administrative Safeguards" are administrative actions, and policies and procedures, to manage the selection, development, implementation, and maintenance of security measures to protect electronic PHI and to manage the conduct of CONTRACTOR's workforce in relation to the protection of that information.

2.02 "Agreement" means the Madera County Contract or Purchasing Agent Agreement, as may be the case, to which this Contract is incorporated by reference.

2.03 "Breach" means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the PHI.

2.03.1 Breach excludes:

a. Any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of CONTRACTOR or COUNTY, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the Privacy Rule.

b. Any inadvertent disclosure by a person who is authorized to access PHI within CONTRACTOR's organization to another person authorized to access PHI at the CONTRACTOR's organization, or organized health care arrangement in which COUNTY participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under the HIPAA Privacy Rule.

c. A disclosure of PHI where CONTRACTOR or COUNTY has a good faith belief that an unauthorized person to whom the disclosure

was made would not reasonably have been able to retain such information.

2.03.2 Except as provided in paragraph (a), Subsection 2.03.1, of this definition, an acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule is presumed to be a breach unless CONTRACTOR demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following factors:

a. The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;

b. The unauthorized person who used the PHI or to whom the disclosure was made;

c. Whether the PHI was actually acquired or viewed; and

d. The extent to which the risk to the PHI has been mitigated.

2.04 "CONTRACTOR" shall have the same meaning as in the Madera County Contract or Purchasing Agent Agreement, as may be the case, to which this Business Associate Agreement is incorporated by reference.

2.05 "COUNTY" shall have the same meaning as in the Madera County Contract or Purchasing Agent Agreement, as may be the case, to which this Business Associate Agreement is incorporated by reference.

2.06 "Data Aggregation" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR §164.501.

2.07 "Designated Record Set" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR §164.501.

2.08 "Disclosure" shall have the meaning given to such term under the HIPAA regulations in 45 CFR §160.103.

2.09 "Health Care Operations" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR §164.501.

2.10 "Immediately" where used within this Contract, shall mean within 24 hours of discovery.

2.11 "Individual" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

2.12 "Parties" shall mean "CONTRACTOR" and "COUNTY", collectively, as defined in this Contract.

2.13 "Physical Safeguards" are physical measures, policies, and procedures to protect CONTRACTOR's electronic information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion.

2.14 "The HIPAA Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

2.15 "Protected Health Information" or "PHI" shall have the meaning given to such term under the HIPAA regulations at 45 CFR §160.103.

2.16 "Required by Law" shall have the meaning given to such term under the HIPAA Privacy Rule at 45 CFR §164.103.

2.17 "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.

2.18 "Security Incident" means attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. "Security incident" does not include trivial incidents that occur on a daily basis, such as scans, "pings", or unsuccessful attempts to penetrate computer networks or servers maintained by CONTRACTOR.

2.19 "The HIPAA Security Rule" shall mean the Security Standards for the Protection of electronic PHI at 45 CFR Part 160, Part 162, and Part 164, Subparts A and C.

2.20 "Subcontractor" shall have the meaning given to such term under the HIPAA regulations at 45 CFR §160.103.

2.21 "Technical safeguards" means the technology and the policies and procedures for its use that protect electronic PHI and control access to it.

2.22 "Unsecured PHI" or "PHI that is unsecured" means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary of Health and Human Services ("HHS") in the guidance issued on the HHS Web site.

2.23 "Use" shall have the meaning given to such term under the HIPAA regulations at 45 CFR §160.103.

3. **OBLIGATIONS AND ACTIVITIES OF CONTRACTOR.**

3.01 CONTRACTOR agrees not to use or further disclose PHI that COUNTY discloses to CONTRACTOR except as permitted or required by this Contract or by law.

3.02 CONTRACTOR agrees to use appropriate safeguards, as provided for in this Contract and in the Agreement, to prevent use or disclosure of PHI that COUNTY discloses to CONTRACTOR or that CONTRACTOR creates, receives, maintains, or transmits, on behalf of COUNTY, except as provided for by this Contract.

3.03 CONTRACTOR agrees to comply with the HIPAA Security Rule, at Subpart C of 45 CFR Part 164, with respect to electronic PHI that COUNTY discloses to CONTRACTOR or that CONTRACTOR creates, receives, maintains, or transmits, on behalf of COUNTY.

3.04 CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of PHI by CONTRACTOR in violation of the requirements of this Contract that becomes known to CONTRACTOR.

3.05 CONTRACTOR agrees to report without unreasonably delay, or as soon as practicable, whichever is sooner, COUNTY any Use or Disclosure of PHI not provided for by this Contract that CONTRACTOR becomes aware of. CONTRACTOR must report Breaches of Unsecured PHI in accordance with Section 5, below, and as required by 45 CFR §164.410.

3.06 CONTRACTOR agrees to ensure that any Subcontractors that create, receive, maintain, or transmit, PHI on behalf of CONTRACTOR agree to the same restrictions and conditions that apply through this Contract to CONTRACTOR with respect to such information.

3.07 CONTRACTOR agrees to make internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI received from, or created or received by CONTRACTOR on behalf of COUNTY, available to COUNTY and the Secretary in a time and manner as determined by COUNTY, or as designated by the Secretary, for purposes of the Secretary determining COUNTY'S compliance with the HIPAA Privacy Rule.

3.08 CONTRACTOR agrees to document any Disclosures of PHI that COUNTY discloses to CONTRACTOR or that CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, and to make information related to such Disclosures available as would be

required for COUNTY to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR §164.528.

3.09 CONTRACTOR agrees to provide COUNTY, or an Individual as directed by COUNTY, and in a timely and manner to be determined by COUNTY, that information collected in accordance with the Agreement, in order to permit COUNTY to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR §164.528.

3.10 CONTRACTOR agrees that, to the extent CONTRACTOR carries out COUNTY's obligation(s) under the HIPAA Privacy and/or Security rules, CONTRACTOR will comply with the requirements of 45 CFR Part 164 that apply to COUNTY in the performance of such obligation(s).

3.11 CONTRACTOR shall work with COUNTY upon notification by CONTRACTOR to COUNTY of a Breach to properly determine if any Breach exclusions exist as defined in Section 2.03.1 above.

4. **SECURITY RULE**.

4.01 CONTRACTOR shall comply with the requirements of 45 CFR § 164.306 and establish and maintain appropriate Administrative, Physical and Technical Safeguards in accordance with 45 CFR §§ 164.308, 164.310, 164.312, and 164.316 with respect to electronic PHI that COUNTY discloses to CONTRACTOR or that CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY. CONTRACTOR shall follow industry standard system security principles and the requirements of the HIPAA Security Rule pertaining to the security of electronic PHI.

4.02 CONTRACTOR shall ensure that any Subcontractors that create, receive, maintain, or transmit electronic PHI on behalf of CONTRACTOR, for purposes of providing services under the Agreement, agree through a contract with CONTRACTOR to the same restrictions and requirements contained in this Business Associate Agreement, as applicable.

4.03 CONTRACTOR shall immediately report to COUNTY any Security Incident of which it becomes aware. CONTRACTOR shall report Breaches of Unsecured PHI in accordance with Section 5 below and as required by 45 CFR §164.410.

5. **BREACH DISCOVERY AND NOTIFICATION**.

5.01 Following the discovery of a Breach of Unsecured PHI, CONTRACTOR shall notify COUNTY of such Breach, however, both parties may agree to a delay in the notification if so advised by a law enforcement official pursuant to 45 CFR §164.412.

5.01.1 A Breach shall be treated as discovered by CONTRACTOR as of the first day on which such Breach is known to CONTRACTOR or, by exercising reasonable diligence, would have been known to CONTRACTOR.

5.01.2 CONTRACTOR shall be deemed to have knowledge of a Breach, if the Breach is known, or by exercising reasonable diligence would have known, to any person who is an employee, officer, or other agent of CONTRACTOR, as determined in accordance with the federal common law of agency.

5.02 CONTRACTOR shall provide the notification of the Breach immediately to the COUNTY. For purposes of Breach notification, the CONTRACTOR shall notify the COUNTY's Director of Social Services (Phone: (559) 675-7893; Email: Deborah.Martinez@maderacounty.com) and Chief Information Officer (Phone: (559) 662-6198; Email: security_team@maderacounty.com), and formal written notice shall be subsequently provided in accordance with the Notice provision of the Agreement.

5.02.1 CONTRACTOR'S initial notification may be oral, but shall be followed provided without unreasonable delay, no later than five (5) calendar days following a discovery of a Breach. If the initial notification is provided orally, CONTRACTOR shall provide written notification of the Breach no later than seven (7) calendar days following the oral notification.

5.03 CONTRACTOR'S notification shall include, to the extent possible:

5.03.1 The identification of each Individual whose Unsecured PHI has been, or is reasonably believed by CONTRACTOR to have been, accessed, acquired, used, or disclosed during the Breach;

5.03.2 Any other information that COUNTY is required to include in the notification to each Individual under 45 CFR §164.404(c) at the time CONTRACTOR is required to notify COUNTY, or promptly thereafter as this information becomes available, even after the regulatory sixty (60) day period set forth in 45 CFR §164.410 (b) has elapsed, including:

a. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

b. A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

c. Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;

d. A brief description of what CONTRACTOR is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any future Breaches; and

e. Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

5.04 COUNTY may require CONTRACTOR to provide notice to the Individual(s) as required in 45 CFR §164.404, if, at the sole discretion of the COUNTY, it is reasonable to do so under the circumstances.

5.05 In the event that CONTRACTOR is responsible for a Breach of Unsecured PHI in violation of the HIPAA Privacy Rule, CONTRACTOR shall have the burden of demonstrating that CONTRACTOR made all notifications to COUNTY consistent with this Section 5, and as required by the Breach notification regulations, or, in the alternative, that the acquisition, access, use, or disclosure of PHI did not constitute a Breach.

5.06 CONTRACTOR shall maintain documentation of all required notifications of a Breach or its risk assessment under 45 CFR §164.402 to demonstrate that a Breach did not occur.

5.07 CONTRACTOR shall provide to COUNTY all specific and pertinent information about the Breach, including the information listed in Section 5.03.2(a)-(e) above, if not yet provided, to permit COUNTY to meet its notification obligations under Subpart D of 45 CFR Part 164 as soon as practicable, but in no event later than fifteen (15) calendar days after CONTRACTOR's initial report of the Breach to COUNTY pursuant to Section 5.02 above.

5.08 CONTRACTOR shall continue to provide all additional pertinent information about the Breach to COUNTY as it becomes available, in reporting increments of five (5) business days after the prior report to COUNTY. CONTRACTOR shall also respond in good faith to all

reasonable requests for further information, or follow-up information, after initial or prior report(s) to COUNTY, when such request is made by COUNTY.

5.09 CONTRACTOR shall bear all expense or other costs associated with the Breach and shall reimburse COUNTY for all expenses COUNTY incurs in addressing the Breach and consequences thereof, including costs of investigation, notification, remediation, documentation or other reasonable costs associated with addressing the Breach.

6. **PERMITTED USES AND DISCLOSURES BY CONTRACTOR.**

6.01 CONTRACTOR may use or further disclose PHI that COUNTY discloses to CONTRACTOR as necessary to perform functions, activities, or services for, or on behalf of, COUNTY as specified in the Agreement, provided that such use or Disclosure would not violate the HIPAA Privacy Rule if done by COUNTY.

6.02 CONTRACTOR may use PHI that COUNTY discloses to CONTRACTOR, if necessary, for the proper management and administration of the Agreement.

6.03 CONTRACTOR may disclose PHI that COUNTY discloses to CONTRACTOR to carry out the legal responsibilities of CONTRACTOR, if:

6.03.1 The Disclosure is required by law; or

6.03.2 CONTRACTOR obtains reasonable assurances from the person or entity to whom/which the PHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person or entity and the person or entity immediately notifies CONTRACTOR of any instance of which it is aware in which the confidentiality of the information has been breached.

6.04 CONTRACTOR may use and disclose PHI that COUNTY discloses to CONTRACTOR; however, the Parties must make reasonable efforts to limit PHI to the minimum necessary to accomplish the intended purposes of the use or disclosure.

7. **OBLIGATIONS OF COUNTY**.

7.01 COUNTY shall notify CONTRACTOR of any limitation(s) in COUNTY'S notice of privacy practices in accordance with 45 CFR §164.520, to the extent that such limitation may affect CONTRACTOR'S Use or Disclosure of PHI.

7.02 COUNTY shall notify CONTRACTOR of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect CONTRACTOR'S Use or Disclosure of PHI.

7.03 COUNTY shall notify CONTRACTOR of any restriction to the Use or Disclosure of PHI that COUNTY has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect CONTRACTOR'S use or disclosure of PHI.

7.04 COUNTY shall not request CONTRACTOR to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy Rule if done by COUNTY.

8. **CONTRACTOR TERMINATION**.

8.01 Upon COUNTY'S knowledge of a material breach or violation by CONTRACTOR of the requirements of this Contract, COUNTY shall:

8.01.1 Provide an opportunity for CONTRACTOR to cure the material breach or end the violation within thirty (30) business days; or

8.01.2 Immediately terminate the Agreement, if CONTRACTOR is unwilling or unable to cure the material breach or end the violation of this Contract within (30) days, provided termination of the Agreement is feasible.

8.02 Upon termination of the Agreement, CONTRACTOR shall either destroy or return to COUNTY all PHI CONTRACTOR received from COUNTY and any and all PHI that CONTRACTOR created, maintained, or received on behalf of COUNTY in conformity with the HIPAA Privacy Rule.

8.02.1 This provision shall apply to all PHI that is in the possession of Subcontractors or agents of CONTRACTOR.

8.02.2 CONTRACTOR shall retain no copies of the PHI.

8.02.3 In the event that CONTRACTOR determines that returning or destroying the PHI is not feasible, CONTRACTOR shall provide to COUNTY notification of the conditions that make return or destruction infeasible. Upon determination by COUNTY that return or destruction of PHI is infeasible, CONTRACTOR shall extend the protections of this Contract to the PHI and limit further Uses and Disclosures of the PHI to those purposes that make the return or destruction infeasible, for as long as CONTRACTOR maintains the PHI.

8.03 The obligations of this Contract shall survive the termination of the Agreement.

Item 7.e

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COUNTY OF MADERA

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LETICIA GONZALEZ, District No. 4
BOBBY MACAULAY, District No. 5

ROBERT MACAULAY, CHAIR
KAREN SCRIVNER, CHIEF CLERK TO THE BOARD

BOARD LETTER & MINUTE ORDER

MEETING DATE: April 14, 2026

AGENDA #

DEPARTMENT:
BOS-015651: COUNTY CLERK RECORDER/REGISTRAR OF VOTERS

DEPARTMENT CONTACT:	PLACEMENT	DOC. ID #
Jacquelyn Luna, Stephen Serrano	CONSENT	BOS-015651

PREVIOUS BOARD ACTION(S):
N/A

BOARD ACTING AS:	VOTE REQ.
BOARD OF SUPERVISORS	4/5

This Section is reserved for Clerk of the Board's Office Use Only

BOARD'S ACTION:

If approved, the County Auditor-Controller is authorized to make such budgetary adjustments and will carry out the intent and purpose of this budget adjustment(s).

COTB – Choose Motion Result.
COTB – Enter Vote Results.

Processed By: Clerk Name – COTB Use Only.

RECOMMENDED ACTION:

Consideration of approval for Receipt of Unanticipated Revenue No. 25-106 in the amount of $634,890.00 derived from Elections - Election Services to Fixed Assets,

Office Expenses, Special Departmental, and Extra Help for Fiscal Year 2025-2026.
4 Votes Required

BACKGROUND SUMMARY / FISCAL IMPACT:

DISCUSSION:

On November 4, 2025, the County Clerk conducted an unanticipated Special Statewide Election as directed by the State Legislature and Secretary of State that was not included in the adopted 2025-2026 budget. In order to meet statutory election requirements and ensure the timely administration of the election, the Department utilized available funds within its existing Elections budget. As a result, the Department's current Elections budget has been depleted and will not provide sufficient resources to support the administration of the upcoming regularly scheduled June Primary Election.

The Department received reimbursements from the State for the November Election which was deposited into the Elections Special Revenue account. To ensure adequate funding for the administration of the upcoming regularly scheduled election, the County Clerk is requesting approval to transfer appropriations in the amount of $634,890 from the Special Revenue account to the Elections budget. This transfer will replenish funds expended to cover costs associated with the unexpected special election and allow the department to maintain necessary operational capacity for election administration. These funds will be distributed as follows:

Amount	Account
$6000	Fixed Assets - Equipment
$551,890	Special Departmental
$2000	Office Supplies
$75,000	Extra Help

The requested transfer will restore the Elections budget to a level sufficient to cover anticipated costs associated with the upcoming scheduled election, including temporary staff, election material preparation/printing, equipment acquisition and preparation, and other legally required elections activities.

Approval of the recommended receipt of unanticipated revenue will ensure the Elections office has adequate funding to conduct the upcoming scheduled election and continue to meet all statutory election administration requirements.

FISCAL IMPACT:

- Approval of this request will authorize the transfer a $634,890 from the Elections Special Revenue account to the County Clerk-Recorder's Elections budget. This action will not increase the overall County net county cost but reallocates existing funds to address unanticipated election expenses.

CONNECTION TO THE COUNTY OF MADERA STRATEGIC PLAN:

STRATEGIC FOCUS AREAS
- Focus Area 4: Public Information
- Focus Area 5: Technology
- Focus Area 7: Government Relations

ATTACHMENTS:

1. RUR NO. 25-106

Item 7.e

Budget Adjustment Authorization

Submittal Date *
3/23/2026

For Fiscal Years *
2025-2026

Contact First Name *
Jacquelyn

Contact Last Name *
Luna

Department *
Clerk-Recorder/Elections

Department/Org #
03300

Department Head Name *
Rebecca Martinez

Will this Budget Adjustment be Board Approved? *
- (●) Yes
- ( ) No

Draft Board Letter
Upload
COCL-June 2026 Primary Election Funding.docx 218.84KB

If Board Approved, indicate the target Board date: *
4/14/2026

Please Select *
- [ ] Transfer of Appropriations
- [x] Receipt of Unanticipated Revenue

Please select the document type(s) from the check boxes above. Your selection will remove unneeded fields from the form. Transfer of Appropriations Transfer From.

Receipt of Unanticipated Revenue

Fund Name *
Election Services

Fund # *
03330

Appropriations

Org # *	Org Description *	Account # *	Account Description *	Amount *
03330	Elections	740301	Fixed Assets	6,000
03330	Elections	721300	Office Expense	2,000
03330	Elections	721900	Special Departmental	551,890
03330	Elections	710103	Extra Help	75,000

Add

Total
$ 634,890.00

Revenues

Org # *	Org Description *	Account # *	Account Description *	Amount *
03330	Elections	660500	Election Services	634,890

Add

Total

$ 634,890.00

Totals in Appropriations and Revenues must match

Unanticipated Revenue is Derived from *

Unanticipated revenue is derived from the County Clerk's Trust (56810) which contains reimbursement funds received from the State for election-related costs.

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

Section

Name *

Jacquelyn Luna

Title *

Assistant County Clerk-Recorder/Registrar of Voters

Auditor to Complete

TO AUDITOR-CONTROLLER: This request is deemed necessary by this department. Please report as to the accounting and available balances and forward to the Administrative Officer for his recommendation or action.

Approved as to Availability of Funds: *

○ Yes ○ No ◉ N/A

Auditor Controller's # *

25-106

Signature



Auditor Name *

David Richstone

Date *

3/25/2026

The County Auditor-Controller is authorized to make such budgetary adjustments as will carry out the intent and purpose of this budget adjustment.

Administrative Officer to Complete

Administrative Officer's Report

County Administration has reviewed this request, and it is recommended for approval.

Please Select *

◉ Recommended ○ Approve as Requested ○ Approve as Revised

Signature *



Admin Officer Name *

Jessica Leon

Date *

3/26/2026

Attached for Board Approval

*

☐ Completed

Item 7.f

BOARD OF SUPERVISORS
COUNTY OF MADERA

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YouTube Videos: Madera County Boards & Commissions

MEMBERS OF THE BOARD

JORDAN WAMHOFF, District No. 1
DAVID ROGERS, District No. 2
ROBERT L. POYTHRESS, District No. 3
LETICIA GONZALEZ, District No. 4
BOBBY MACAULAY, District No. 5

ROBERT MACAULAY, CHAIR
KAREN SCRIVNER, CHIEF CLERK TO THE BOARD

BOARD LETTER & MINUTE ORDER

MEETING DATE: April 14, 2026

AGENDA #

DEPARTMENT:
BOS-015628: LIBRARY DEPARTMENT

DEPARTMENT CONTACT:	**PLACEMENT**	**DOC. ID #**
Krista Riggs	CONSENT	BOS-015628

PREVIOUS BOARD ACTION(S):
N/A

BOARD ACTING AS:	**VOTE REQ.**
BOARD OF SUPERVISORS	3/5

This Section is reserved for Clerk of the Board's Office Use Only

BOARD'S ACTION:

COTB – Choose Motion Result.
COTB – Enter Vote Results.

Processed By: Clerk Name – COTB Use Only.

RECOMMENDED ACTION:

Consideration of approval to authorize the Library Director to sign the Waiver of Right to Contest Trust and all related documents accepting distribution of Living Trust.

BACKGROUND SUMMARY / FISCAL IMPACT:

DISCUSSION:

Shirley Ann Richardson, a lifelong Madera resident, 5th generation Maderan, and longtime active member of the Friends of the Madera County Library passed away on January 24, 2026. Ms. Richardson's trust estate designates that 25% of the trust estate shall be distributed to the Madera County Library to be used only for the purchase of books for the library. The Waiver of Right to Contest Trust will forego the 120-day waiting period.

FISCAL IMPACT:

The amount of the trust estate is not disclosed, any fiscal impact to the Net County Cost or General Fund will be considered via future Board action.

CONNECTION TO THE COUNTY OF MADERA STRATEGIC PLAN:

The action relates directly with Focus Area 1: Community and Focus Area 4: Public Information by providing current and relevant reading material and trusted information to the community.

If you select 'Focus Area Not Defined' you must provide an explanation.
Example:
(Topic) is not defined in the Strategic Plan; the requested action is also not in conflict with any of the defined focus areas.

ATTACHMENTS:

1. Waiver of Right to Contest Trust.pdf
2. Letter.pdf
3. Notification by Trustee.pdf
4. Living Trust.pdf
5. First Amendment to Trust.pdf
6. Second Amendment.pdf
7. Third Amendment.pdf
8. Last Will.pdf

WAIVER OF RIGHT TO CONTEST TRUST
(SHIRLEY ANN RICHARDSON LIVING TRUST dated July 19, 2006)

WHEREFORE, SHIRLEY ANN RICHARDSON established the SHIRLEY ANN RICHARDSON TRUST in her capacity as Settlor and Trustee by a Declaration of Trust on July 19, 2006, as amended by First Amendment on May 23, 2025, by Second Amendment on December 5, 2025, and Third Amendment on January 14, 2026 (the "Trust").

WHEREFORE, SHIRLEY ANN RICHARDSON died on January 24, 2026. Under the terms of the Trust, the Trust estate shall be distributed as follows:

1. Twenty-five percent (25%) of the trust estate shall be distributed to the MADERA COUNTY HISTORICAL SOCIETY, Madera, California, to be used for the upkeep and maintenance of the MADERA COUNTY MUSUEM.

2. Twenty-five percent (25%) of the trust estate shall be distributed to the GUIDE DOGS FOR THE BLIND, San Rafael, California.

3. Twenty-five percent (25%) of the trust estate shall be distributed to the SCHOLARSHIP DEPARTMENT of the MADERA NORTH HIGH SCHOOL to be used to grant $2,000 annual scholarships to graduating seniors, selected by the scholarship committee, who plan to major in Music or English at the college level.

4. Twenty-five percent (25%) of the trust estate shall be distributed to the MADERA COUNTY LIBRARY to be used only for the purchase of books for the library.

NOW THEREFORE, the undersigned, agrees as follows:

1. The undersigned acknowledges that they have received a copy of the Trust and have either reviewed the Trust or have had an opportunity to review the Trust.

2. The undersigned acknowledges that under the California Probate Code Section 16061.7 that they have the right to contest the Trust for 120 days from receipt of the Notice By Trustee Under Probate Code Section 16061.7 or 60 days from the day on which a copy of the Trust is mailed or personally delivered to them within that 120-day period, whichever is later. The date on which the 120-day period will run is on Thursday, July 2, 2026.

3. To allow for an earlier distribution of the Trust to the beneficiaries listed above, and to forego the 120-day waiting period, the undersigned hereby waives his/her right to contest the Trust.

4. The undersigned has been advised that they may contact an attorney of their own choosing to review this waiver prior to their signing, and they have had ample opportunity to do so.

Date: _____

MADERA COUNTY LIBRARY

By: _____

_____
Please Print Name and Your Authority for Signing this Document

CHRISTERSON TORREZ
ATTORNEYS AT LAW
311 BONITA DRIVE, APTOS, CALIFORNIA 95003

OFFICE: (831) 688.2064 E-MAIL: mctorrez@sbcglobal.net
jctorrez4956@gmail.com

MARY CHRISTERSON TORREZ, ESQ. JACKLYN C. TORREZ, ESQ.

March 4, 2026

Re: Shirley Ann Richardson Trust

Dear Charity:

You are receiving this letter because this organization has been named as a beneficiary in the Shirley Ann Richardson Trust. Shirley Ann Richardson recently died on January 24, 2026. I am the attorney for Andrew Nichols Grier, who is the successor trustee of the Shirley Ann Richardson Trust. Enclosed with this letter is a Notification By Trustee, providing you with notice that as a result of Shirley Ann Richardson's death, her Trust is now irrevocable. This packet also includes a copy the entire Trust, which includes: the Shirley Ann Richardson Living Trust dated July 19, 2006, a First Amendment dated May 23, 2025, a Second Amendment dated December 5, 2025, and a Third Amendment dated January 14, 2026. I have also included a copy of Shirley Ann Richardson's most recent Will, which is dated December 5, 2025. Pursuant to the Notice, if you do not agree with the terms of the Shirley Ann Richardson Living Trust, then you have 120 days from the date of this Notification to file any objections you might have with the Superior Court of California, County of Madera. This 120-day period will end on Thursday, July 2, 2026.

If all of you would like to shorten the process of distributing the Trust estate, I must determine whether any beneficiary intends to bring an action to contest the terms of the trust. If you are content with the provisions of the Trust and are not going to contest its terms, then I respectfully request that you waive your right to contest the Trust so that we can forego this 120-day time period. If you so choose to waive your right to contest the Trust, please review and sign the "Waiver to Contest Trust" and return the original signed Waiver back to me. You are certainly entitled to speak to your own attorney prior to making any decision regarding the signing of the Waiver.

As indicated in the Notice, the dispositive provisions of the trust are found in Article VIII, found on page 4 of the Trust declaration. The real property referenced in the Trust and identified as County of Madera APN: 055-162-005, State of California, is no longer part of the trust estate as it was previously sold to the beneficiary under the Trust, Allan Rosasco.

The residue of the Trust shall be distributed as follows:

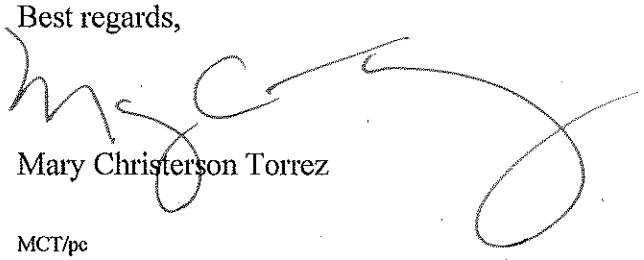
- 25% to the Madera County Historical Society for the upkeep and maintenance of the Madera County Museum.
- 25% to Guide Dogs For the Blind,

- 25% to the Madera County High School to be used as a Scholarship fund to grant $2,000 annual scholarships to graduating seniors, selected by the scholarship committee, who plan to major in Music or English at the college level,
- 25% to the Madera County Library to only be used to purchase books for the library.

Again, if you are content with the terms of the Trust and do not intend to contest its terms, please sign the Waiver and return it to me in the self-addressed envelope provided.

If you have any questions or comments, please feel free to contact the undersigned.

Best regards,



Mary Christerson Torrez

MCT/pc
Enclosures
cc: Andrew Grier

Item 7.f

NOTIFICATION BY TRUSTEE UNDER PROBATE CODE SECTION 16061.7

ANDREW NICHOLS GRIER, Successor Trustee, hereby gives notice pursuant to California Probate Code §16061.7 as follows:

1. SHIRLEY ANN RICHARDSON established the SHIRLEY ANN RICHARDSON TRUST in her capacity as Settlor and Trustee by a Declaration of Trust on July 19, 2006, as amended by First Amendment on May 23, 2025, by Second Amendment on December 5, 2025, and Third Amendment on January 14, 2026 (the "Trust").

2. SHIRLEY ANN RICHARDSON died on January 24, 2026, and because of her death, the previously revocable Trust has now become irrevocable.

3. The name, mailing address, and telephone number of the Trustee of the Trust is set forth below:

ANDREW NICHOLS GRIER
123 S. Park Drive
Madera, California 93637
(914) 409-3799

4. The address of the principal place of trust administration pursuant to Probate Code §17002 is set forth below:

ANDREW NICHOLS GRIER
123 S. Park Drive
Madera, California 93637
(914) 409-3799

5. Pursuant to Article VIII of the Shirley Ann Richardson Trust, the Trust estate shall be distributed as follows: Item 7.f

1. Settlor's interest in the real property identified as County of Madera APN: 055-162-005, State of California is to be distributed to ALLAN E. ROSASCO. However, this real property is no longer part of the trust estate as this real property was previously sold to ALLAN E. ROSASCO in or about September 2022.

2. Twenty-five percent (25%) of the residue shall be distributed to the MADERA COUNTY HISTORICAL SOCIETY, Madera, California, to be used for the upkeep and maintenance of the MADERA COUNTY MUSUEM.

3. Twenty-five percent (25%) of the residue shall be distributed to the GUIDE DOGS FOR THE BLIND, San Rafael, California.

4. Twenty-five percent (25%) of the residue shall be distributed to the SCHOLARSHIP DEPARTMENT of the MADERA NORTH HIGH SCHOOL to be used to grant $2,000 annual scholarships to graduating seniors, selected by the scholarship committee, who plan to major in Music or English at the college level.

5. Twenty-five percent (25%) of the residue shall be distributed to the MADERA COUNTY LIBRARY to be used only for the purchase of books for the library.

6. You are entitled, as a possible beneficiary or heir at law of the decedent, to request from the trustee a true and complete copy of the "Terms of the Trust," as that term is defined in Probate Code §16060.5. However, in your case, the Trustee has elected to enclose with this Notification a true and complete copy of the entire Trust, including any amendments to it.

7. **YOU MAY NOT BRING AN ACTION TO CONTEST THE TRUST MORE THAN 120 DAYS FROM THE DATE THIS NOTIFICATION BY THE TRUSTEE IS SERVED UPON YOU OR 60 DAYS FROM THE DAY ON WHICH A COPY OF THE TERMS OF THE TRUST IS MAILED OR PERSONALLY DELIVERED TO YOU IN RESPONSE TO YOUR REQUEST DURING THAT 120 DAY PERIOD, WHICHEVER IS LATER.**

8. The attorney named below represents the Co-Trustees of the Trust alone and does not represent the beneficiaries of the Trust.

CHRISTERSON TORREZ
Attorneys at Law
311 Bonita Drive
Aptos, California 95003
(831) 688-2064

DATED: March 4, 2026

Item 7.f

MARY CHRISTERSON TORREZ,
Attorney for Andrew Nichols Grier,
Trustee, SHIRLEY ANN RICHARDSON
TRUST dated July 19, 2006

COPY

SHIRLEY ANN RICHARDSON LIVING TRUST

ARTICLE I.

SETTLOR AND TRUSTEE

SHIRLEY ANN RICHARDSON, called the "Trustee," declares that SHIRLEY ANN RICHARDSON, called the "Settlor," has transferred and delivered to the Trustee without consideration the property described in Schedule "A" attached to this instrument.

ARTICLE II.

SETTLORS' FAMILY

At the time of the execution of this trust the Settlor is an unmarried woman who has no living or deceased children.

ARTICLE III.

NATURE OF PROPERTY OWNERSHIP

The property transferred to this trust listed in Schedule "A" and its proceeds, is the separate property of the Settlor.

ARTICLE IV.

PAYMENTS DURING SETTLOR'S LIFETIME

Item 7.f

During the lifetime of the Settlor, the Trustee shall pay to the Settlor or shall apply for the Settlor's benefit, the entire net income of the Trust Estate in quarter-annual or more frequent installments.

If the Trustee considers the net income insufficient, it shall pay to the Settlor or apply for the benefit of the Settlor as much of the principal of the Trust Estate as is necessary in the Trustee's discretion for the Settlor's proper health, education, support, maintenance, comfort and welfare, in accordance with her accustomed manner of living at the date of this instrument.

The Trustee shall exercise in a liberal manner the power to invade principal contained in this ARTICLE IV, and the rights of the remaindermen in the Trust shall be considered of secondary importance.

ARTICLE V.

PAYMENTS ON INCAPACITY OF THE SETTLOR

If at any time, either in the Trustee's discretion or as certified in writing by two licensed physicians, the Settlor has become physically or mentally incapacitated, whether or not a court of competent jurisdiction has declared her incompetent, mentally ill, or in need of a conservator, the Trustee shall pay to or apply for the benefit of the Settlor, the amounts of net income and principal necessary in the Trustee's discretion for the proper health, support and maintenance of the Settlor in accordance with her accustomed manner of living at the date of this instrument, until she, either in the Trustee's discretion or as certified by two licensed physicians, is again able to manage her own affairs. Any income in excess of the amounts so applied for the benefit of the Settlor shall be accumulated and added to principal of the Trust Estate.

If a conservator of the person or the Estate is appointed for the Settlor, the Trustee shall take into account any payments made for the Settlor's benefit by the conservator. Item 7.f

ARTICLE VI.

PAYMENTS TO OTHERS DURING SETTLOR'S LIFETIME

The Settlor may at any time direct the Trustee in writing to pay single sums or periodic payments out of the Trust estate to any other person or organization.

While the Settlor is acting as Trustee of this Trust, such directions need not be in writing but an adequate and accurate record shall be kept of any such payments.

ARTICLE VII.

PAYMENTS AFTER DEATH OF SETTLOR

PARAGRAPH 7A. On the death of the Settlor, the Trustee may, in its discretion, pay out of the trust estate debts of the Settlor; the estate and inheritance taxes including interest and penalties arising because of the Settlor's death; the last illness and funeral expenses of the Settlor; attorney's fees; and other costs incurred in administering the Settlor's probate estate, if any. Any payments for estate or inheritance taxes shall be charged to and paid from the trust estate without apportionment or charge against any beneficiary of the trust estate or transferee of property passing outside of the trust estate.

PARAGRAPH 7B. From the time of death of the Settlor, the Trustee shall pay to or apply for the benefit of Settlor's sister, MARLENE JOYCE RICHARDSON, the net income of the balance of the trust estate in quarter annual or more frequent installments.

If the Trustee considers such income insufficient, the Trustee shall also pay to or apply for the benefit of MARLENE JOYCE RICHARDSON such sums out of the principal of the trust estate as the Trustee in the Trustee's discretion shall consider necessary for her proper health, education, support or maintenance.

In making any payments of principal to or for the benefit of MARLENE JOYCE RICHARDSON under this ARTICLE VII the Trustee shall consider any of her income or resources, known to the Trustee, outside this trusts.

ARTICLE VIII.

PAYMENTS AFTER DEATH OF MARLENE JOYCE RICHARDSON

PARAGRAPH 8A. On the death of MARLENE JOYCE RICHARDSON, the Trustee may in the Trustee's discretion pay out of the principal of the trust estate her debts, last-illness and funeral expenses, attorneys' fees, other costs incurred in administering her probate estate, if any, and estate and inheritance taxes, including

interest and penalties, arising on her death without apportionment or charge against any person.

PARAGRAPH 8B. Upon the death of MARLENE JOYCE RICHARDSON, and after making any payments provided for in the preceding PARAGRAPH 8A, the Trustee shall distribute the then remaining trust estate as follows:

(1) Settlor's interest in the real property situated in the Southwest quarter of the Southwest quarter of Section 4, Township 7 South, Range 21 East, M.D,B.&M., in the County of Madera, State of California, (further identified as APN 055-162-005). to Settlor's cousin, ALLAN ROSASCO, JR., of Oakhurst, Califonria, if he survives the Settlor for thirty days, and if he does not, to his issue by right of representation.

(2) Twenty-five percent (25%) of the residue of the trust estate to the MADERA COUNTY HISTORICAL SOCIETY, Madera, California, to be used for the upkeep and maintenance of the MADERA COUNTY MUSEUM.

(3) Twenty-five percent (25%) of the residue of the trust estate to the GUIDE DOGS FOR THE BLIND, San Rafael, California.

(4) Twenty-five percent (25%) of the residue of the trust estate to the Scholarship Department of Madera North High School to be used to grant $2,000 annual scholarships to graduating seniors, selected by the scholarship committee, who plan to major in Music or English at the college level.

(5) Twenty-five percent (25%) of the residue of the trust estate, to the MADERA COUNTY LIBRARY to be used only for the purchase of books for the library.

PARAGRAPH 8C. The net income from any trust herein shall be paid in monthly or other convenient installments, and in any event at least once annually, to or for the benefit of the person or persons entitled to receive such net income.

PARAGRAPH 8D. If the payments from these trusts to which the Settlor or any other beneficiary may be entitled, together with other income of such beneficiary, of which the Trustee has actual knowledge, shall be insufficient in the discretion of the Trustee to provide for the reasonable health, education, support, and maintenance of such beneficiary, the Trustee may pay to such beneficiary or apply for his or her benefit so much of the principal up to and including the whole of the respective trust as the Trustee may deem advisable.

PARAGRAPH 8E. Unless terminated at an earlier date under the foregoing provisions, these trusts shall cease twenty-one (21) years after the death of the last survivor of the Settlor and MARLENE JOYCE RICHARDSON; and upon such termination the trust estate, then in the hands of the Trustee, shall be distributed to the person or persons who, but for the termination of this trust, would be entitled to receive the income therefrom and in the same proportions that such person or persons would be entitled to receive such income.

PARAGRAPH 8F. The interests of beneficiaries in principal or income shall not be subject to claims of their creditors or others nor to legal process, and may not be voluntarily or involuntarily alienated or encumbered.

ARTICLE IX.

REVOCATION AND AMENDMENT BY SETTLOR

Item 7.f

PARAGRAPH 9A. During the lifetime of the Settlor, this trust may be revoked in whole or in part by an instrument in writing signed by the Settlor and delivered to the Trustee. On revocation, the Trustee shall within sixty (60) days deliver to Settlor all or the designated portion of the trust assets, which shall continue to be the separate property of the Settlor. The Trustee shall also account for his acts since the preceding accounting. If this instrument is revoked with respect to all or a major portion of the assets subject to the instrument, the Trustee shall be entitled to retain sufficient assets reasonably to secure payment of liabilities lawfully incurred by

the Trustee in the administration of the trust, including Trustee's fees that have been earned, unless the Settlor shall indemnify the Trustee against loss or expense.

PARAGRAPH 9B. The Settlor may at any time during her lifetime amend any of the terms of this instrument by an instrument in writing signed by the Settlor and delivered in person to the Trustee. No amendment shall substantially increase the duties or liabilities of the Trustee or change the Trustee's compensation without the Trustee's consent, nor shall the Trustee be obligated to act under such an amendment unless the Trustee accepts it. If a Trustee is removed, the Settlor shall pay to the Trustee any sums due and shall indemnify the Trustee against liability lawfully incurred by the Trustee in the administration of the trust.

Revocation and amendment shall be made in the manner provided in PARAGRAPH 9A and 9B, respectively.

PARAGRAPH 9C. The powers of the Settlor to revoke or amend this instrument are personal to her and shall not be exercisable in her behalf by any conservator, or other person, except that revocation or amendment may be authorized after notice to the Trustee by the court that appointed the conservator.

ARTICLE X.

POWERS OF TRUSTEE

The Trustee shall have such powers as may now or hereafter be conferred upon the Trustee by law - specifically including (but not necessarily limited to) the powers conferred by Sections 16220 and following of the California Probate Code. The Trustee shall also have such further powers as may be necessary to enable the Trustee to administer this Trust in a reasonable business-like manner in accordance with the provisions and intentions of this Trust Agreement as a whole.

PARAGRAPH 10A. To loan or advance the Trustee's own funds to the trust for any trust purpose, with interest at current rates; to receive security for such loans in the form of a mortgage, pledge, deed of trust, or other encumbrance of any

assets of the trust; to purchase assets of the trust at their fair market value as determined by an independent appraisal of those assets; and to sell property to the trust at a price not in excess of its fair market value as determined by an independent appraisal.

PARAGRAPH 10B. To take any action and to make any election, in the Trustee's discretion, to minimize the tax liabilities of this trust and its beneficiaries, and it shall have the powers to allocate the benefits among the various beneficiaries, and the Trustee shall have the power to make adjustments in the rights of any beneficiaries, or between the income and principal accounts, to compensate for the consequences that the Trustee believes has had the effect of directly or indirectly preferring one beneficiary or group of beneficiaries over others.

PARAGRAPH 10C. To withhold from distribution, in the Trustee's discretion, at the time for distribution of any property in this trust, without the payment of interest, all or any part of the property, as long as the Trustee shall determine in the Trustee's discretion that such property may be subject to conflicting claims, to tax deficiencies, or to liabilities, contingent or otherwise, properly incurred in the administration of the estate.

PARAGRAPH 10D. To buy, sell and trade in securities of any nature, Item 7.f including short sales, on margin, and for such purpose may maintain and operate margin accounts with brokers, and may hypothecate and/or pledge any securities held or purchased by them with such brokers as security for loans and advances made to the Trustees.

PARAGRAPH 10E. To buy, sell and convey real property for cash or credit and to execute any and all documents necessary to accomplish such sales or purchases.

ARTICLE XI.

ADMINISTRATIVE PROVISIONS

PARAGRAPH 11A. Except as otherwise specifically provided in this instrument, the determination of all matters with respect to what is principal and income of the Trust Estate and the apportionment and allocation of receipts and expenses between these accounts shall be governed by the provisions of the California Uniform Principal and Income Act (UPAIA) from time to time existing. Any such matter not provided for either in this instrument or in the California Uniform Principal and Income Act shall be determined by the Trustee in the Trustee's discretion.

PARAGRAPH 11B. Income accrued or unpaid on trust property when received into the trust shall be treated as any other income. Income accrued or held undistributed by the Trustee at the termination of any trust created hereunder shall go to the next beneficiaries of the trust in proportion to their interest in it.

PARAGRAPH 11C. Among successive beneficiaries of this trust, all taxes and other current expenses shall be prorated over the period to which they relate on a daily basis.

PARAGRAPH 11D. There need be no physical segregation or division of the various trusts except as segregation or division may be required by the termination of any of the trusts, but the Trustee shall keep separate accounts for the different undivided interests.

PARAGRAPH 11E. Any agent of the Settlor under a Durable Power of Attorney which provides that the agent may establish, modify, amend or revoke a revocable trust on behalf of the Settlor may take any action the Settlor could have taken under this Declaration of Trust.

ARTICLE XII.

APPLICABLE LAW, DEFINITIONS AND NO CONTEST CLAUSE

PARAGRAPH 12A. Unless the Trustee shall have received actual written notice of the occurrence of an event affecting the beneficial interests of this trust, the Trustee shall not be liable to any beneficiary of this trust for distribution made as though the event had not occurred.

PARAGRAPH 12B. The validity of this trust and the construction of its beneficial provisions shall be governed by the laws of the State of California in force from time to time. This PARAGRAPH 12B shall apply regardless of any change of residence of the Trustee or any beneficiary, or the appointment or substitution of a Trustee residing or doing business in another state.

PARAGRAPH 12C. As used in this instrument, the masculine, feminine, or neuter gender, and the singular or plural number, shall each include the others whenever the context so indicates.

PARAGRAPH 12D. If any provision of this trust instrument is unenforceable, the remaining provisions shall nevertheless be carried into effect.

PARAGRAPH 12E. In the event any beneficiary under this trust shall, singly or in conjunction with any other person or persons, contest in any court the validity of this trust or of a deceased Settlor's last Will or shall seek to obtain an adjudication in any proceeding in any court that this trust or any of its provisions or that such Will or any of its provisions is void, or seek otherwise to void, nullify, or set aside this trust or any of its provisions, then the right of that person to take any interest given to him by this trust shall be determined as it would have been determined had the person predeceased the execution of this Declaration of Trust without surviving issue.

The Trustee is hereby authorized to defend, at the expense of the Trust Estate, any contest or other attack of any nature on this trust or any of its provisions.

ARTICLE XIII.

APPOINTMENT OF TRUSTEES

PARAGRAPH 13A. If the Settlor shall for any reason fail to qualify or cease to act as Trustee then MARLENE JOYCE RICHARDSON shall act as Trustee, and if she shall for any reason fail to qualify or cease to act as Trustee, then Settlor's friends, JANET KENDRICK and CAROLYN BATES shall act as co-Trustees, and if either of them shall for any reason fail to qualify or cease to act as a co-Trustee, then the other shall act as sole Trustee.

PARAGRAPH 13B. No bond shall be required of any person named in this instrument as Trustee, or of any person appointed as the Trustee in the manner specified here, for the faithful performance of his duties as Trustee.

PARAGRAPH 13C. No Trustee designated in this instrument shall be liable to any beneficiary or to any heir of either Settlor for the Trustee's acts or failure to act, except for willful misconduct or gross negligence.

No Trustee shall be liable or responsible for any act, omission, or default of any other Trustee provided that the Trustee shall have had no knowledge of facts that might reasonably be expected to put the Trustee on notice of it.

PARAGRAPH 13D. No successor Trustee shall be liable for any act, omission, or default of a predecessor Trustee. Unless requested in writing within sixty (60) days of appointment by an adult beneficiary of the trust, no successor Trustee shall have any duty to investigate or review any action of a predecessor Trustee and may accept the accounting records of the predecessor Trustee showing assets on hand without further investigation and without incurring any liability to any person claiming or having an interest in the trust.

ARTICLE XIV.

DUTY TO ACCOUNT

During the lifetime of the Settlor, the Trustee shall account only to the Settlor and her written approval shall be final and conclusive in respect to transactions disclosed in the account as to all beneficiaries of the trust, including unborn and contingent beneficiaries. After the death of the Settlor, the Trustee shall render an accounting, from time to time but not less frequently than every year after any prior accounting, regarding the transactions of any trust created in this instrument. Accounting shall also be rendered by any Trustee within sixty (60) days after his resignation or after his removal by a court of competent jurisdiction.

Accountings shall be made by delivering a written accounting to each beneficiary entitled to current income distribution or, if there are no current income beneficiaries, to each beneficiary entitled to current distribution out of income or principal in the Trustee's discretion, and to each remainderman in being. If any person entitled to receive an accounting is a minor or is under a disability, the accounting shall be delivered to his parents or the guardian of his person if he is a minor or to the guardian or conservator of his person if he is under any other disability. Unless any beneficiary, including parents, guardians, or conservators of beneficiaries, shall deliver a written objection to the Trustee within sixty (60) days after receipt of the Trustee's account, the account shall be final and conclusive in respect to transactions disclosed in the account as to all beneficiaries of the trust, including unborn and unascertained beneficiaries. After settlement of the account by agreement of the parties objecting to it, or by expiration of the 60-day period, the Trustee shall no longer be liable to any beneficiary of the trust, including unborn and unascertained beneficiaries, in respect to transactions disclosed in the account except for the Trustee's intentional wrongdoing or fraud.

ARTICLE XV.

COMPENSATION OF TRUSTEE

An individual Trustee shall be entitled to pay himself reasonable compensation from time to time without prior court order.

ARTICLE XVI.

NAME OF TRUST

The trusts created in this instrument may be referred to collectively as the SHIRLEY ANN RICHARDSON LIVING TRUST, and each separate trust created in this instrument may be referred to by adding the name of the beneficiary.

Executed at Fresno, California, on July 19, 2006..

TRUSTEE

SHIRLEY ANN RICHARDSON

I certify that I have read the foregoing Declaration of Trust and that it correctly states the terms and conditions under which the Trust Estate is to be held, managed, and disposed of by the Trustee. I approve the Declaration of Trust in all particulars and request that the Trustee execute it.

SETTLOR

SHIRLEY ANN RICHARDSON

STATE OF CALIFORNIA)
) SS.
COUNTY OF FRESNO)

On July 19, 2006, before me, GUY W. JOHNSTON, the undersigned, a Notary Public, personally appeared SHIRLEY ANN RICHARDSON , personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Guy W. Johnston

Signature of Notary Public

GUY W. JOHNSTON
Commission # 1577598
Notary Public - California
Fresno County
My Comm. Expires May 17, 2009

Item 7.f

FIRST AMENDMENT TO THE
SHIRLEY ANN RICHARDSON LIVING TRUST

Preamble. SHIRLEY ANN RICHARDSON is the Settlor of the SHIRLEY ANN RICHARDSON LIVING TRUST created under that certain declaration dated July 19, 2006. SHIRLEY ANN RICHARDSON is the Trustee duly appointed and acting under and by terms of that declaration. In Paragraph 9B of that declaration, the Settlor reserved the right to amend the trust. The Settlor now wishes to exercise her right of amendment and, to that end, does hereby amend that declaration in the terms stated below. The Trustee hereby consents to the terms of this amendment.

1. Amendment of Paragraph 13A. Paragraph 13A of that declaration is amended to read in full as follows:

"PARAGRAPH 13A. The Settlor and YOLANDA LEAMON shall serve as co-Trustees of the trust. If either the Settlor or YOLANDA LEAMON are unable or unwilling to serve as Trustee, then the other shall serve as sole successor Trustee. If both the Settlor and YOLANDA LEAMON shall become unable or unwilling to act as Trustee, the new Trustee or co-Trustees shall be such persons, and in such order, as shall have been designated by the last acting Trustee in a writing, and if more than one such designation is given, the most recent shall prevail. If no such designation is given, or if all of those designated are unable or unwilling to act, then the new Trustee or co-Trustees shall be appointed by majority vote of the adult beneficiaries of the trust who are then entitled to receive income under the trust, or who would be entitled to receive a distribution of principal from the trust if the trust were then terminating, and who then have the legal capacity to give such a vote. If a majority of the beneficiaries are unable to agree on a new Trustee or co-Trustees, a new Trustee or co-Trustee may be appointed by the court.

Any co-Trustee may, from time to time, delegate to the other co-Trustee routine acts of trust administration and may establish bank or other accounts for the trust that will honor the signature of any one co-Trustee. If two Trustees are eligible to act with respect to a given matter, they must agree unanimously for action to be taken unless the express terms of the Trustees' appointment provide otherwise. If more than two Trustees are eligible to act with respect to a given matter, the Trustees must agree by majority for action to be taken. A nonconcurring Trustee may dissent or abstain from a decision of the majority. A Trustee will be absolved from personal liability by registering the dissent or abstention in the trust records. After doing so, the dissenting Trustee must then act with the other Trustees in any way necessary or appropriate to effect the majority decision.

Any Trustee may, by written instrument, delegate to any other Trustee the right to exercise any power, including a discretionary power, granted to the Trustee in this instrument. During the time a delegation under this Section is in effect, the Trustee to whom the delegation is made may exercise the power to the same extent as if the delegating Trustee has personally joined in the exercise of the power. The delegating Trustee may revoke the delegation at any time by giving written notice to the Trustee to whom the power

was delegated. The Trustee may appoint any individual or entity to serve as the Trustee's agent under a power of attorney to transact any business on behalf of any trust created under this trust.

As used in this instrument, "incapacity" or "incapacitated" means a person operating under a legal disability such as a duly established conservatorship, or a person who is unable to do either of the following:

(a) Provide properly for that person's own needs for physical health, food, clothing, or shelter; or

(b) Manage substantially that person's own financial resources, or resist fraud or undue influence.

The determination of incapacity shall be certified by two physicians (licensed to practice under the laws of the state where that person is domiciled at the time of the certification). Such certification shall be made by each physician in a written declaration under penalty of perjury."

2. No-Contest Clause. If any beneficiary under this instrument, singularly or in combination with any other person or persons, directly or indirectly, and without probable cause challenges the validity of this instrument, on any of the grounds listed below, then the right of that person to take any interest given to him or her by this instrument, shall be void, and any gift or other interest in the trust property to which the beneficiary would otherwise have been entitled shall pass as if he or she had predeceased the Settlor:

(a) Forgery;

(b) Lack of due execution;

(c) Lack of capacity;

(d) Menace, duress, fraud, or undue influence;

(e) Revocation pursuant to the terms of this instrument or applicable law;

(f) Disqualification of a beneficiary who is a "disqualified person" as described in California Probate Code Section 21350 or applicable successor statute.

3. Ratification of Other Terms of Trust. In every other respect, the Settlor confirms and ratifies the terms of the trust as stated in that certain declaration dated July 19, 2006.

Executed on 5/23, 2025, at MADERA, California.

SETTLOR-TRUSTEE

SHIRLEY ANN RICHARDSON

TRUSTEE

YOLANDA LEAMON

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

State of California)
) ss
County of Madera)

On 5/23 2025, before me, Darla Austin, Notary Public, personally appeared SHIRLEY ANN RICHARDSON, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal. (SEAL)

Signature

DARLA AUSTIN
COMM. #2508688
NOTARY PUBLIC • CALIFORNIA
FRESNO COUNTY
My Comm. Exp. Jan. 31, 2029

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

State of California)
) ss
County of Madera)

On 5/23, 2025, before me, Darla Austin, Notary Public, personally appeared YOLANDA LEAMON, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal. (SEAL)

Signature

Item 7.f

DARLA AUSTIN
COMM. #2508688
NOTARY PUBLIC • CALIFORNIA
FRESNO COUNTY
My Comm. Exp. Jan. 31, 2029

SECOND AMENDMENT TO THE SHIRLEY ANN RICHARDSON LIVING TRUST

Preamble. SHIRLEY ANN RICHARDSON is the Settlor of the SHIRLEY ANN RICHARDSON LIVING TRUST created under that certain declaration dated July 19, 2006, as amended May 23, 2025. SHIRLEY ANN RICHARDSON is the Trustee duly appointed and acting under and by terms of that declaration. In Paragraph 9B of that declaration, the Settlor reserved the right to amend the trust. The Settlor now wishes to exercise her right of amendment and, to that end, does hereby amend that declaration in the terms stated below. The Trustee hereby consents to the terms of this amendment.

1. Amendment of Paragraph 13A. Paragraph 13A of that declaration is amended to read in full as follows:

> "PARAGRAPH 13A. The Settlor and ANDREW NICHOLS GRIER shall serve as co-Trustees of the trust. If either the Settlor or ANDREW NICHOLS GRIER are unable or unwilling to serve as Trustee, then the other shall serve as sole successor Trustee. If both the Settlor and ANDREW NICHOLS GRIER shall become unable or unwilling to act as Trustee, the new Trustee or co-Trustees shall be such persons, and in such order, as shall have been designated by the last acting Trustee in a writing, and if more than one such designation is given, the most recent shall prevail. If no such designation is given, or if all of those designated are unable or unwilling to act, then the new Trustee or co-Trustees shall be appointed by majority vote of the adult beneficiaries of the trust who are then entitled to receive income under the trust, or who would be entitled to receive a distribution of principal from the trust if the trust were then terminating, and who then have the legal capacity to give such a vote. If a majority of the beneficiaries are unable to agree on a new Trustee or co-Trustees, a new Trustee or co-Trustee may be appointed by the court.
>
> Any co-Trustee may, from time to time, delegate to the other co-Trustee routine acts of trust administration and may establish bank or other accounts for the trust that will honor the signature of any one co-Trustee. If two Trustees are eligible to act with respect to a given matter, they must agree unanimously for action to be taken unless the express terms of the Trustees' appointment provide otherwise. If more than two Trustees are eligible to act with respect to a given matter, the Trustees must agree by majority for action to be taken. A nonconcurring Trustee may dissent or abstain from a decision of the majority. A Trustee will be absolved from personal liability by registering the dissent or abstention in the trust records. After doing so, the dissenting Trustee must then act with the other Trustees in any way necessary or appropriate to effect the majority decision.
>
> Any Trustee may, by written instrument, delegate to any other Trustee the right to exercise any power, including a discretionary power, granted to the Trustee in this instrument. During the time a delegation under this Section is in effect, the Trustee to whom the delegation is made may exercise the power to the same extent as if the delegating Trustee has personally joined in the exercise of the power. The delegating Trustee may revoke the delegation at any time by giving written notice to the Trustee to whom the power was delegated. The Trustee may appoint any individual or entity to serve as the Trustee's agent under a power of attorney to transact any business on behalf of any trust created under this trust.
>
> As used in this instrument, "incapacity" or "incapacitated" means a person operating under a legal disability such as a duly established conservatorship, or a person who is unable to do either of the following:
>
> (a) Provide properly for that person's own needs for physical health, food, clothing, or shelter; or
>
> (b) Manage substantially that person's own financial resources, or resist fraud or undue influence.
>
> The determination of incapacity shall be certified by two physicians (licensed to practice under the laws of the state where that person is domiciled at the time of the certification). Such certification shall be made by each physician in a written declaration under penalty of perjury."

2. No-Contest Clause. If any beneficiary under this instrument, singularly or in combination with any other person or persons, directly or indirectly, and without probable cause challenges the validity of this instrument, on any of the grounds listed below, then the right of that person to take any interest given to him or her by this instrument, shall be void, and any gift or other interest in the trust property to which the beneficiary would otherwise have been entitled shall pass as if he or she had predeceased the Settlor:

(a) Forgery;

(b) Lack of due execution;

(c) Lack of capacity;

(d) Menace, duress, fraud, or undue influence;

(e) Revocation pursuant to the terms of this instrument or applicable law;

(f) Disqualification of a beneficiary who is a "disqualified person" as described in California Probate Code Section 21350 or applicable successor statute.

3. Ratification of Other Terms of Trust. In every other respect, the Settlor confirms and ratifies the terms of the trust as stated in that certain declaration dated July 19, 2006, as amended May 23, 2025.

Executed on Dec. 05, 2025, at Madera, California.

SETTLOR TRUSTEE

SHIRLEY ANN RICHARDSON

TRUSTEE

ANDREW NICHOLS GRIER

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

Item 7.f

State of California)
) ss
County of Madera)

On Dec 05, 2025, before me, Blanca Duarte, Notary Public, personally appeared SHIRLEY ANN RICHARDSON, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal (SEAL)

BLANCA DUARTE
Notary Public - California
Madera County
Commission # 2392590
My Comm. Expires Feb 2, 2026

Signature

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

State of California)
County of Madera) ss)

On Dec 05, 2025, before me, Blanca Duarte, Notary Public, personally appeared ANDREW NICHOLS GRIER, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal. (SEAL)

Signature

042889-000000 11653340 1

BLANCA DUARTE
Notary Public - California
Madera County
Commission # 2392590
My Comm. Expires Feb 2, 2026

Item 7.f

THIRD AMENDMENT TO THE SHIRLEY ANN RICHARDSON LIVING TRUST

Preamble. SHIRLEY ANN RICHARDSON is the Settlor of the SHIRLEY ANN RICHARDSON LIVING TRUST created under that certain declaration dated July 19, 2006, as amended May 23, 2025, and further amended on December 5, 2025. SHIRLEY ANN RICHARDSON is the Trustee duly appointed and acting under and by terms of that declaration. In Paragraph 98 of that declaration, the Settlor reserved the right to amend the trust. The Settlor now wishes to exercise her right of amendment and, to that end, does hereby amend that declaration in the terms stated below. The Trustee hereby consents to the terms of this amendment.

1. Amendment of Paragraph 13A. Paragraph 13A of that declaration is amended to read in full as follows:

"PARAGRAPH 13A. The Settlor and ANDREW NICHOLS GRIER shall serve as co-Trustees of the trust. If either the Settlor or ANDREW NICHOLS GRIER are unable or unwilling to serve as Trustee, then the other shall serve as sole successor Trustee. If both the Settlor and ANDREW NICHOLS GRIER shall become unable or unwilling to act as Trustee, the new Trustee or co-Trustees shall be such persons, and in such order, as shall have been designated by the last acting Trustee in a writing, and if more than one such designation is given, the most recent shall prevail. If no such designation is given, or if all of those designated are unable or unwilling to act, then the new Trustee or co-Trustees shall be appointed by majority vote of the adult beneficiaries of the trust who are then entitled to receive income under the trust, or who would be entitled to receive a distribution of principal from the trust if the trust were then terminating, and who then have the legal capacity to give such a vote. If a majority of the beneficiaries are unable to agree on a new Trustee or co-Trustees, a new Trustee or co-Trustee may be appointed by the court.

Each co-trustee acting alone shall have the authority to perform all the powers granted to a trustee, without the signature of the other trustees, and all actions taken by any one of the trustees shall be binding upon the Trust and may be relied upon by any third party. This authority shall include the power to sell, convey, or encumber real property, which shall require the signature of only one (1) Trustee.

As used in this instrument, "incapacity" or "incapacitated" means a person operating under a legal disability such as a duly established conservatorship, or a person who is unable to do either of the following:

(a) Provide properly for that person's own needs for physical health, food, clothing, or shelter; or

(b) Manage substantially that person's own financial resources or resist fraud or undue influence.

The determination of incapacity shall be certified by two physicians (licensed to practice under the laws of the state where that person is domiciled at the time of the certification). Such certification shall be made by each physician in a

written declaration under penalty of perjury."

2. No-Contest Clause. If any beneficiary under this instrument, singularly or in combination with any other person or persons, directly or indirectly, and without probable cause challenges the validity of this instrument, on any of the grounds listed below, then the right of that person to take any interest given to him or her by this instrument, shall be void, and any gift or other interest in the trust property to which the beneficiary would otherwise have been entitled shall pass as if he or she had predeceased the Settlor:

(a) Forgery;

(b) Lack of due execution;

(c) Lack of capacity;

(d) Menace, duress, fraud, or undue influence;

(e) Revocation pursuant to the terms of this instrument or applicable law;

(f) Disqualification of a beneficiary who is a "disqualified person" as described in California Probate Code Section 21350 or applicable successor statute.

3. Ratification of Other Terms of Trust. In every other respect, the Settlor confirms and ratifies the terms of the trust as stated in that certain declaration of trust dated July 19, 2006, as amended December 5, 2025.

Executed at Madera, California on January 14, 2026.

SHIRLEY ANN RICHARDSON,
Settlor and Trustee

Item 7.f

ANDREW NICHOLS GRIER, Trustee

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

STATE OF CALIFORNIA)
)ss.
COUNTY OF MADERA)

On Jan 14, 2026 before me, Blanca Duarte. Notary Public, personally appeared SHIRLEY ANN RICHARDSON who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is\are subscribed to the within instrument and acknowledged to me that he\she\they executed the same in his\her\their authorized capacity(ies), and that by his\her\their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

BLANCA DUARTE
Notary Public - California
Madera County
Commission # 2392590
My Comm. Expires Feb 2, 2026

Notary Public

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

STATE OF CALIFORNIA)
)ss.
COUNTY OF MADERA)

On Jan 14, 2026, before me, Blanca Duarte Notary Public, personally appeared ANDREW NICHOLS GRIER who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is\are subscribed to the within instrument and acknowledged to me that he\she\they executed the same in his\her\their authorized capacity(ies), and that by his\her\their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Item 7.f

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

WITNESS my hand and official seal.

BLANCA DUARTE
Notary Public - California
Madera County
Commission # 2392590
My Comm. Expires Feb 2, 2026

Notary Public

LAST WILL OF
SHIRLEY ANN RICHARDSON

I, SHIRLEY ANN RICHARDSON, a resident of Madera County, California, declare that this is my will. I hereby revoke all my previous wills and codicils.

ARTICLE ONE
INTRODUCTORY PROVISIONS

INTRODUCTORY PROVISIONS" \l 1

1.1. Marital Status. I am not currently married.

1.2. No Deceased Children. I have no children.

ARTICLE TWO
GIFT OF ENTIRE ESTATE

GIFT OF ENTIRE ESTATE" \l 1

2.1. Gift of Entire Estate. I give all of my property to the trustee of the SHIRLEY ANN RICHARDSON LIVING TRUST, created under the declaration of trust executed on July 19, 2006, as amended on May 26, 2025, and as amended on the same date as, but immediately before, the execution of this will, by SHIRLEY ANN RICHARDSON as settlor and trustee. The trustee of that trust shall add the property disposed of under this will to the trust principal and hold, administer, and distribute the property in accordance with the provisions of that declaration of trust, including any amendments of that declaration of trust that have been made before or after execution of this will.

ARTICLE THREE
RESIDUARY PROVISIONS

RESIDUARY PROVISIONS" \l 1

3.1. Disposition of Residue. If the SHIRLEY ANN RICHARDSON LIVING TRUST has been revoked, terminated, or declared invalid for any reason, I give the residue of my estate to the executor of this will, as trustee, who shall hold, administer, and distribute the property under a testamentary trust, the terms of which shall be identical to the terms of the SHIRLEY ANN RICHARDSON LIVING TRUST that are in effect on the date of execution of this will or such later date on which this will is republished.

ARTICLE FOUR
EXECUTOR

EXECUTOR" \l 1

4.1. Nomination of Executor. I nominate ANDREW NICHOLS GRIER as executor of this will.

Item 7.f

4.2. Successor Executors. If ANDREW NICHOLS GRIER is unable (by reason of death, incapacity, or any other reason) or unwilling to serve as executor, or if at any time the office of executor becomes vacant, then a new executor or coexecutors shall be appointed by the court.

4.3. Waiver of Bond. No bond or undertaking shall be required of any executor nominated in this will.

4.4. General Powers of Executor. The executor shall have full authority to administer my estate under the California Independent Administration of Estates Act. The executor shall have all powers now or hereafter conferred on executors by law, except as otherwise specifically provided in this will, including any powers enumerated in this will.

4.5. Power to Invest. The executor shall have the power to invest estate funds in any kind of real or personal property, as the executor deems advisable.

4.6. Division or Distribution in Cash or in Kind. In order to satisfy a pecuniary gift or to distribute or divide estate assets into shares or partial shares, the executor may distribute or divide those assets in kind, or divide undivided interests in those assets, or sell all or any part of those assets and distribute or divide the property in cash, in kind, or partly in cash and partly in kind. Property distributed to satisfy a pecuniary gift under this will shall be valued at its fair

market value at the time of distribution. This section shall apply only to the extent that it does not conflict with the provisions of the SHIRLEY ANN RICHARDSON LIVING TRUST.

4.7. Power to Sell, Lease, and Grant Options to Purchase Property. The executor shall have the power to sell, at either public or private sale and with or without notice, lease, and grant options to purchase any real or personal property belonging to my estate, on such terms and conditions as the executor determines to be in the best interest of my estate.

4.8. Payments to Legally Incapacitated Persons. If at any time any beneficiary under this will is a minor or it appears to the executor that any beneficiary is incapacitated, incompetent, or for any other reason not able to receive payments or make intelligent or responsible use of the payments, then the executor, in lieu of making direct payments to the beneficiary, may make payments to the beneficiary's conservator or guardian; to the beneficiary's custodian under the Uniform Gifts to Minors Act or Uniform Transfers to Minors Act of any state; to the beneficiary's custodian under the California Uniform Transfers to Minors Act until the beneficiary reaches the age of twenty-five (25); to one or more suitable persons, as the executor deems proper, such as a relative or a person residing with the beneficiary, to be used for the benefit of the beneficiary; to any other person, firm, or agency for services rendered or to be rendered for the beneficiary's assistance or benefit; or to accounts in the beneficiary's name with financial institutions. If there is no custodian then-serving or nominated to serve by me for a beneficiary, the personal representative or executor, as the case may be, shall designate the custodian. The receipt of payments by any of the foregoing shall constitute a sufficient acquittance of the executor for all purposes.

ARTICLE FIVE
CONCLUDING PROVISIONS

CONCLUDING PROVISIONS" \l 1

5.1. Definition of Death Taxes. The term "death taxes," as used in this will, shall mean all inheritance, estate, succession, and other similar taxes that are payable by any person on account of that person's interest in my estate or by reason of my death, including penalties and interest, but excluding the following:

(a) Any additional tax that may be assessed under Internal Revenue Code Section 2032A.

(b) Any federal or state tax imposed on a "generationskipping transfer," as that term is defined in the federal tax laws, unless the applicable tax statutes provide that the generation-skipping transfer tax on that transfer is payable directly out of the assets of my gross estate.

5.2. Payment of Death Taxes. The executor shall pay death taxes, whether or not attributable to property inventoried in my probate estate, by prorating and apportioning them among the persons interested in my estate as provided in the California Probate Code, except as otherwise provided in the SHIRLEY ANN RICHARDSON LIVING TRUST as amended from time to time (which provisions are hereby incorporated by reference).

Item 7.f

5.3. NoContest Clause. If any beneficiary under this will, singularly or in combination with any other person or persons, directly or indirectly does any of the following acts, then the right of that person to take any interest given to him or her by this will shall be void, and any gift or other interest in my estate to which the beneficiary would otherwise have been entitled shall pass as if he or she had predeceased me: without probable cause challenges the validity of this will or the validity of the SHIRLEY ANN RICHARDSON LIVING TRUST, as amended from time to time (which provisions are hereby incorporated by reference) on any of the following grounds:

(a) Forgery;
(b) Lack of due execution;
(c) Lack of capacity;
(d) Menace, duress, fraud, or undue influence;
(e) Revocation pursuant to the terms of the applicable instrument or applicable law;
(f) Disqualification of a beneficiary under California Probate Code Sections 6122 or 21350 or applicable successor statutes.

5.4. Definition of Incapacity. As used in this will, "incapacity" or "incapacitated" means a person operating under a legal disability such as a duly established conservatorship, or a person who is unable to do either of the following:

(a) Provide properly for that person's own needs for physical health, food,

clothing, or shelter; or

(b) Manage substantially that person al resources, or resist fraud or undue influence.

5.5. Captions. The captions appearing in this will are for convenience of reference only, and shall be disregarded in determining the meaning and effect of the provisions of this will.

5.6. Severability Clause. If any provision of this will is invalid, that provision shall be disregarded, and the remainder of this will shall be construed as if the invalid provision had not been included.

5.7. California Law to Apply. All questions concerning the validity and interpretation of this will, including any trusts created by this will, shall be governed by the laws of the State of California in effect at the time this will is executed.

Executed on Dec 05, 2025, at Madera, California.

SHIRLEY ANN RICHARDSON

On the date written below, we, the undersigned, each being present at the same time, witnessed the signing of this instrument by SHIRLEY ANN RICHARDSON. At that time, SHIRLEY ANN RICHARDSON appeared to us to be of sound mind and memory and, to the best of our knowledge, was not acting under fraud, duress, menace, or undue influence. SHIRLEY ANN RICHARDSON is over the age of 18 years. Understanding this instrument, which consists of five (5) pages, including the pages on which the signature of SHIRLEY ANN RICHARDSON and our signatures appear, to be the will of SHIRLEY ANN RICHARDSON, we subscribe our names as witnesses thereto. We are over the age of 18, are competent witnesses, and reside at the address set forth after each of our respective names.

We declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on Dec 05, 2025, at Madera, California.

Witness residing at 1516 Howard Rd #490
Street Address
Madera, California
City

Witness residing at 308 N B St Apt #100 fl 4
Street Address
Madera, California
City

Item 7.f

042889-000000 11653321 1

Item 7.g

BOARD OF SUPERVISORS
COUNTY OF MADERA

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ROBERT MACAULAY, CHAIR
KAREN SCRIVNER, CHIEF CLERK TO THE BOARD

BOARD LETTER & MINUTE ORDER

MEETING DATE: April 14, 2026

AGENDA #

DEPARTMENT:
BOS-015596: PUBLIC HEALTH DEPARTMENT

DEPARTMENT CONTACT:	**PLACEMENT**	**DOC. ID #**
	CONSENT	BOS-015596

PREVIOUS BOARD ACTION(S):
N/A

BOARD ACTING AS:	**VOTE REQ.**
BOARD OF SUPERVISORS	3/5

This Section is reserved for Clerk of the Board's Office Use Only

BOARD'S ACTION:

COTB – Choose Motion Result.
COTB – Enter Vote Results.

Processed By: Clerk Name – COTB Use Only.

RECOMMENDED ACTION:

Consideration of entering into a Memorandum of Agreement with California Accountable Communities for Health Initiative and Madera County Department of Public Health acting as the Lead Agency for Live Well Madera County, to establish

a clear understanding of shared goals, responsibilities, and expectations for a term ending December 31, 2026 and authorize the Chair to sign.

BACKGROUND SUMMARY / FISCAL IMPACT:

DISCUSSION:

This Memorandum of Agreement with California Accountable Communities for Health Initiative (CACHI) and Madera County Department of Public Health and Live Well Madera County establishes a mutually beneficial partnership designed to support and foster CACHI's strategic priorities to build stronger, more cohesive communities prepared to address both existing and emerging health challenges. This MOU will allow Live Well Madera County to participate in training and technical assistance.

The first goal of this partnership is the commitment to the Accountable Communities for Health (ACH) Model which is a community-driven, multi-sector collaborative dedicated to making lasting, transformational change. This model's framework tackles breaking down barriers and promoting a new way of working together. Live Well Madera County serves as Madera County's designated Accountable Community for Health. The second goal of this partnership is to strengthen, support, and sustain the development and practice of our ACH and track and evaluate the progress and its accomplishments.

FISCAL IMPACT:

There is no fiscal impact to the County General Fund. There are no costs associated with this agreement.

CONNECTION TO THE COUNTY OF MADERA STRATEGIC PLAN:

STRATEGIC FOCUS AREAS
- Focus Area 8: Health

ATTACHMENTS:

1. CACHI 2026 MOA – Live Well Madera

Memorandum of Agreement

Between
California Accountable Communities for Health Initiative (CACHI)
And
Live Well Madera County ACH

This Memorandum of Agreement outlines the shared goals, commitments, activities, responsibilities, and expectations of the partnership between the California Accountable Communities for Health Initiative ("CACHI") and the Madera County Department of Public Health acting as the Lead Agency for Live Well Madera ACH. The partnership between CACHI and the Madera County Department of Public Health. ("ACH") is a mutually beneficial partnership designed to support the ACH and foster CACHI's strategic priorities.

1) Parties: This Memorandum of Agreement ("MOA") is an agreement between CACHI and Live Well Madera County ACH.

2) **Purpose:** The purpose of this MOA is to establish a clear understanding of shared goals, commitments, activities, responsibilities, and expectations of the partnership between CACHI and the ACH. This MOA also establishes the scope of work assumed by both parties during the duration of the agreement.

3) **Term of MOA:** This Memorandum of Agreement will begin upon full execution and remain in effect through December 31, 2026, unless terminated earlier by either party as described in Section 10 below.

4) **Points of Contact:** CACHI and the ACH will each designate a Point of Contact (POC) to facilitate implementation of this MOA. The POCs are authorized to act on behalf of their respective organizations for activities that are outlined in this agreement. The Current POCs are listed below:
    i) Rea Pañares, Executive Director, CACHI
    ii) Sara Bosse, Director of Public Health, Madera County Department of Public Health (Lead Agency for Live Well Madera County ACH)

5) **<u>Shared goals and commitments:</u>**
    a) **Shared goals:** The goals of the partnership between CACHI and the ACH are to:
        i) Strengthen, support, and sustain the ACH's development and practice as an ACH to advance its mission, vision, and local objectives
        ii) Track, monitor, and evaluate the progress and accomplishments of the ACH
        iii) Foster the activation and mobilization of the ACH Network comprising the ACHs across California around key issues, events, and opportunities

b) **Commitment to the Accountable Communities for Health (ACH) Model:** An Accountable Community for Health (ACH) is a community-driven, multi-sector collaborative dedicated to making lasting, transformational change. ACHs provide residents and key partners from diverse sectors with an infrastructure for working together to change systems, advance equity, and build stronger, more cohesive communities prepared to address both existing and emerging health challenges. ACHs provide a powerful framework for tackling longstanding inequities by breaking down barriers and promoting a new way of working together.

The development of an ACH is a series of stages and processes as depicted in the Developmental Pathway, which identifies key milestones and indicators associated with each phase of development. The goals and milestones incorporate the priorities and building blocks for implementing an ACH. ACHs rely on these three core principles to marshal collective action and transformational systems change that lead to healthier, stronger, and more equitable communities:

- **Center Community Voice:** Community residents are too often excluded from critical decisions that impact their health. ACHs reengineer this reality by placing residents at the heart of all community health- related discussions. ACHs level the playing field by ensuring that residents have a prominent and active role in their ACH, helping ensure that equity—and the realities that shape their health—is paramount.
- **Multi-Sector Engagement:** ACHs include not only traditional healthcare and public health systems, but also critical partners that embrace the social drivers of health. Such collaboration and coordination across sectors is necessary to address the diverse contributing factors that influence community health outcomes.
- **Align Systems and Priorities:** ACHs help partners shift from transactional, program-specific approaches to a new norm where participants align local community interests, incubate fresh ideas, and expand collective capacity. Built on a foundation of transparency and data sharing, this alignment results in greater impact than any one entity could achieve alone. By ensuring both transparency and accountability, trust is built among ACH members and the community.

6) **Responsibilities and expectations of the parties:**

a) CACHI is responsible for and will be expected to:

i) Provide technical assistance, coaching, and learning opportunities to the ACH to support its abilities to advance its local goals and develop and sustain itself as an ACH. Specifically, CACHI will provide the ACH with opportunities to engage in individual and group coaching and support, peer learning and networking, in-person gatherings and meetings, and virtual networking.

ii) Build and mobilize the statewide ACH Network comprising the ACHs across California around key issues, events, and opportunities
iii) Track, evaluate, and assess the ACH's progress and accomplishments
iv) Provide the ACH opportunities to share their stories and elevate their work to various partners, stakeholders, and other audiences across the state and beyond

b) The ACH is responsible for and will be expected to:

i) Continue to make and sustain progress along the ACH developmental pathway. As a result, ACHs will be expected to participate in the technical assistance, coaching, peer networking, learning supports, and in-person meetings to develop and progress as an ACH.
ii) Engage actively in the CACHI learning community by attending virtual and in person meetings, contributing materials and documents, sharing lessons learned, and offering peer learning and exchange.
iii) Participate in evaluation and assessment activities to understand the ACH's impacts and accomplishments
iv) Support the building and activation of the statewide ACH Network around key issues, events, and opportunities where feasible
v) Share ACH stories, lessons learned, and accomplishments with external audiences and stakeholders when opportunities arise

7) **Stipends and reimbursements:** CACHI agrees to reimburse the ACH's travel costs to the annual stakeholder meeting in April 2026 and regional meetings in the summer or fall of 2026. More information about what travel costs are covered and the reimbursement process will be shared at a later time. CACHI will also provide any additional stipends or reimbursements to the ACH as discussed and agreed upon when opportunities arise.

8) **Unspent grant funds:** The ACH will be expected to use any remaining unspent funds from the CACHI 2023 - 2025 grant to support the ACH's work and advancement of its local objectives in 2026.

9) **Modifications:** Either party may request changes to this MOA. Any changes, modifications, revisions, or amendments to this MOA which are mutually agreed upon by the parties to this MOA shall be incorporated and effective when executed and signed by all parties.

10) **Termination:** This MOA will remain in effect until the end of the MOA or unless amended or terminated by the parties. Amendments must be agreed to by both parties. This MOA may be terminated at any time by either party upon 30 day notice to the other party.

11) **Signatures:** The parties to this MOA certify that they have read, understood, and agreed to the shared goals, commitments, activities, responsibilities, and expectations of this MOA and have executed this MOA through their points of contact .

_____ _____

Rea Pañares
Executive Director
California Accountable Communities for Health Initiative

Date

_____ _____

Sara Bosse
Director of Public Health
Madera County Department of Public Health
(Lead Agency for Live Well Madera County ACH)

Date

* * * * * * * * * * *

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

COUNTY OF MADERA

ATTEST:

_____
Chair, Board of Supervisors

_____
Clerk, Board of Supervisors

CALIFORNIA ACCOUNTABLE COMMUNITIES FOR HEALTH INITIATIVE ("CACHI")

Approved as to Legal Form:
COUNTY COUNSEL

By: Rebecca D. Wilson
Digitally signed by: Rebecca D. Wilson
DN: CN = Rebecca D. Wilson email = rwilson@lozanosmith.com C = US O = LOZANO SMITH
Date: 2026.02.20 14:33:12 -08'00'

By:_____
(Signature)

_____
(Print)

Title:_____

ACCOUNT NUMBER(S)

_____

_____

4931-2991-8605, v.2

Item 7.h

BOARD OF SUPERVISORS
COUNTY OF MADERA

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ROBERT MACAULAY, CHAIR
KAREN SCRIVNER, CHIEF CLERK TO THE BOARD

BOARD LETTER & MINUTE ORDER

MEETING DATE: April 14, 2026

AGENDA #

DEPARTMENT:
BOS-015610: PUBLIC WORKS DEPARTMENT/ENGINEERING SERVICES DIVISION

DEPARTMENT CONTACT:	**PLACEMENT**	**DOC. ID #**
Alexandria Rodriguez	CONSENT	BOS-015610

PREVIOUS BOARD ACTION(S):
Award of Madera County Contract No. 12180-22 on 4/5/2022 (Item 6.y)

BOARD ACTING AS:	**VOTE REQ.**
BOARD OF SUPERVISORS	3/5

This Section is reserved for Clerk of the Board's Office Use Only

BOARD'S ACTION:

COTB – Choose Motion Result.
COTB – Enter Vote Results.

Processed By: Clerk Name – COTB Use Only.

RECOMMENDED ACTION:

Road 200 Bridge Tree Mitigation Restoration Project at Fine Gold Creek.

1. Consideration of entering into an Agreement with Compliance Solutions, Inc. in the amount of $50,750.00 for Biological Monitoring and Reporting Services on

the Road 200 Bridge Tree Mitigation Restoration Project at Fine Gold Creek and authorize the Chair to sign.

2. Consideration of approval to authorize the Director of Public Works or his designee to issue Notice to Proceed in accordance with the provisions of the contract.

3. Consideration of approval to authorize the Auditor-Controller to issue payments for contingencies up to 10% of the contract award amount per established County policy.

4. Consideration of approval to authorize the Director of Public Works or his designee to solely issue and approve Contract Change Orders in accordance with Public Contract Code not to exceed authorized contingencies.

BACKGROUND SUMMARY / FISCAL IMPACT:

DISCUSSION:

The Road 200 Bridge Tree Mitigation Restoration Project at Fine Gold Creek is necessitated by mitigation measures included in the Section 1602 Lake and Streambed Alteration Agreement (1602 Permit) with the California Department of Fish and Wildlife for the construction of the Road 200 Bridge Replacement at Fine Gold Creek project. The bridge replacement project was completed in August 2023 and involved removal of a number of trees. To mitigate the tree removal the County is required to plant and monitor 43 trees in the project area.

The project intends to restore impacted areas from the bridge replacement project and enhance the surrounding habitat. The project provides tree restoration planting and associated temporary irrigation components to aid in establishment of the new trees.

Planting and construction of the temporary irrigation system is scheduled to start in early May 2026 and is anticipated to last approximately one month. After completion of the planting and temporary irrigation system, the trees will be watered and maintained by the construction contractor, American Paving Co. The 1602 permit requires the Department to monitor and report on the status of the 43 planted trees to document plant health and survivorship. Monitoring and reporting are required for a minimum of 5 years, 3 years with supplemental irrigation and 2 years without. Seventy percent (70%) of the trees need to survive the 5-year period to satisfy the project's tree mitigation requirements. Compliance Solutions will perform the monitoring and reporting for the Department.

The 1602 permit also requires the Department to perform surveys for special status species prior to the start of the tree planting and temporary irrigation system construction. Compliance Solutions will perform the required biological surveys for special status

species prior to the start of work.

Compliance Solutions specializes in the required biological monitoring and reporting services and is currently providing the same services on the tree planting phase of Oakhurst Midtown Connector (River Parkway Road) project and has previously assisted the Department in monitoring and reporting of the tree mitigation required for Phase 2 of the Road 200 corridor improvement project

The Department recommends approval of the award of a contract to Compliance Solutions, Inc., in the amount of $50,750.00 to perform biological monitoring and reporting services for the Road 200 Bridge Tree Mitigation Restoration Project at Fine Gold Creek

The project, just as the bridge replacement, and contract with Compliance Solutions. is funded with Measure T Regional Transportation Program Funds.

OTHER AGENCY INVOLVEMENT:

California Department of Fish and Wildlife
United States Army Corps of Engineers
State Water Resource Control Board (Central Valley region)

FISCAL IMPACT:

Transportation projects and road maintenance do not receive funding from the General Fund, therefore there is no fiscal impact to the General Fund.

FUNDING SOURCES:

The cost to perform the services under this agreement will be funded by Measure T Regional Transportation Program Funds

CONNECTION TO THE COUNTY OF MADERA STRATEGIC PLAN:
STRATEGIC FOCUS AREAS
Focus Area 1: Community
Focus Area 3: Public Safet
Focus Area 6: Infrastructure

ATTACHMENTS:

1. Contract
2. Bid Results

MADERA COUNTY CONTRACT NO._____
(Biological Monitoring and Reporting: Compliance Solutions, Inc.)

THIS AGREEMENT is made and entered into this ____day of _____, 2026, by and between the COUNTY OF MADERA, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and COMPLIANCE SOLUTIONS, Inc., a California Corporation (hereinafter referred to as "CONSULTANT").

AGREEMENT

1. **TERM**. This Agreement shall become effective upon execution; however, the services shall begin only upon issuance of a Notice to Proceed by the COUNTY and continue through completion of the monitoring and reporting period for the Tree Mitigation Restoration of Road 200 Bridge at Fine Gold Creek project ("Project") or for a maximum of eight (8) calendar years, whichever comes first, unless otherwise extended by mutual written amendment or terminated.

2. **SCOPE OF SERVICES**. CONSULTANT shall provide pre-construction special status species surveys and reporting prior to the start of work. Consultant shall also provide biological monitoring and reporting two (2) times per year documenting the health and survivorship of the planted trees. Reports, at a minimum, are to include photos, geolocation of each tree, species of each tree, tree health, overall survivorship, and recommendations for corrective actions (if any).

3. **INCORPORATION OF MASTER AGREEMENT**. Madera County Master Contract No. 016 available at https://www.maderacounty.com/i-want-to/view-county-master-contracts, is incorporated herein by reference as if fully stated. For purposes of this Agreement, "CONTRACTOR" as used in Master Contract No. 016, and as amended below, shall have the same meaning and apply to the "CONSULTANT" as used in this

Agreement. CONSULTANT shall adhere to all terms and conditions of Master Contract No. 016, except that performance and other bonds shall not be required. In the event of any inconsistency between Master Contract No. 016 and Exhibit "A," the provisions of Master Contract No. 016 shall prevail.

The following language is hereby added to the provisions of Section 20, page 6, of Master Contract No. 016: "CONTRACTOR's duty to defend shall be limited as provided by Section 2782.8 of the California Civil Code. CONTRACTOR has no obligation to pay for any of the indemnitees' defense related costs prior to a final determination of liability or to pay any amount that exceeds CONTRACTOR's finally determined percentage of liability based upon the comparative fault of CONTRACTOR."

The following sentence is added to Section 11, page 4 of Master Contract No. 016: "CONTRACTOR shall be given a reasonable opportunity to remedy any breach before the COUNTY exercises its remedies set forth in this Section 11."

4. **COMPENSATION AND COSTS**. COUNTY shall compensate CONSULTANT for satisfactory completion of services as outlined in the Approved Cost Proposal dated February 10, 2026, attached hereto as Exhibit "A," and incorporated herein by reference. The CONSULTANT's total compensation for the satisfactory completion of services under this Agreement shall not exceed Fifty Thousand Seven Hundred Fifty Dollars and Zero Cents ($50,750.00).

The method of payment for the following items shall be at the rate specified for each item, as described in Exhibit "A." The specified rate shall include full compensation to CONSULTANT for the item as described, including but not limited to, any repairs, maintenance, or insurance, and no further compensation will be allowed.

The method of payment for this Agreement, except those items to be paid for on a specified rate basis, will be based on cost per unit of work. COUNTY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment-rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead and other estimated costs set forth in the approved Cost Proposal, unless additional reimbursement is provided for, by Agreement amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds COUNTY approved overhead rate set forth in the approved Cost Proposal. In the event, COUNTY determines that changed work from that specified in the approved Cost Proposal and Agreement is required; the actual costs reimbursable by COUNTY may be adjusted by Agreement amendment to accommodate the changed work.

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

COUNTY

Dominic Tyburski, PE
Director of Public Works
Public Works Department
200 West 4th Street
Madera, CA 93637

CONSULTANT

Jenny Kirk
Compliance Solutions, Inc.
1865 Herndon Avenue Ste. K357
Clovis, CA 93611

With Copy to

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

6. **INSURANCE**. CONSULTANT shall not commence work under this Agreement until first obtaining general liability insurance in the amount of One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) aggregate; automobile liability insurance in the amount of One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000) aggregate, combined single limits; errors and omissions insurance in an amount of not less than One Million Dollars ($1,000,000.00); and workers' compensation insurance as required by California law. General liability and automobile liability policies shall name the County of Madera as additional insureds.

7. **BONDS**. Payment and performance bonds shall not be required.

8. **DEBARMENT AND SUSPENSION CERTIFICATION**.

A. CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that

CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer, or manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; and

2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; and

3. Does not have a proposed debarment pending; and

4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

B. Any exceptions to this certification must be disclosed to COUNTY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the U.S. General Services Administration are to be determined by the Federal Highway Administration ("FHWA").

9. **NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE**

CONSULTANT must include the following Non-Discrimination Clause and Statement of Compliance in all subcontracts to perform work under this Agreement:

A. CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with the nondiscrimination program

requirements of Government Code Section 12990 and Title 2 of the California Code of Regulations ("CCR") Section 8103.

B. During the performance of this Agreement, CONSULTANT and its subconsultants shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

C. CONSULTANT and any subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12990 et seq.), the applicable regulations promulgated there under (2 CCR § 11000 et seq.), the provisions of Government Code Sections 11135-11139.5, and the regulations or standards adopted by COUNTY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth Title 2 CCR Sections 8100-8504, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

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D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the COUNTY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to its books, records, accounts, and all other sources of information and its facilities as said Department or COUNTY shall require to ascertain compliance with this clause.

E. CONSULTANT and any subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

G. CONSULTANT, with regard to the work performed under this Agreement, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

H. CONSULTANT shall comply with regulations relative to non-discrimination in federally assisted programs of the U.S. Department of Transportation (49 CFR Part 21 -Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination

prohibited by 49 CFR section 21.5, including employment practices and the selection and retention of subconsultants.

l. CONSULTANT, and any subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR section 26 on the basis of race, color, sex, or national origin. In administering the COUNTY components of the DBE Program Plan, CONSULTANT, and any subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

10. **PROMPT PROGRESS PAYMENT**. CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than one hundred fifty percent (150%) of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of two percent (2%) of the amount due per month for every month that payment is not made. In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and

costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

11. **RETAINAGE**. No retainage will be held by COUNTY from progress payments due to CONSULTANT. CONSULTANT and subconsultants are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with COUNTY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

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

COUNTY OF MADERA

Chair, Board of Supervisors

ATTEST:

Clerk, Board of Supervisors

COMPLIANCE SOLUTIONS, INC.

By: _____
(Signature)

Jenny Kirk
(Print Name)

Title: CEO

Approved as to Legal Form
COUNTY COUNSEL

By: Crystal M. Pizano

Digitally signed by: Crystal M. Pizano
DN: CN = Crystal M. Pizano email = cpizano@lozanosmith.com C = US O = Lozano Smith
Date: 2026.03.19 11:50:44 -07'00'

ACCOUNT NUMBER(S)

4923-4873-2569, v.1

Exhibit A
Cost Proposal

Exhibit A

Compliance Solutions Inc.
1865 Herndon Ave Ste K357
Clovis, CA 93611

Estimate

Date	Estimate #

Name / Address
Madera County Public Works Department 200 W. 4th Street, 3rd Floor Madera, CA 93637 Attn: Haden Hinkle

P.O. No.	Terms	Project
	Net 30	Road 200 Bridge

Description	Qty	Rate	Total
Pre-Planting Survey for Special Status Species (2 Surveys) and one Report within 30 days and 7 days prior.	1	6,750.00	6,750.00
Biological Monitoring 5 years during plant establishment Survey Work (2x per year photos, survivorship and observations)	10	2,750.00	27,500.00
Biological Monitoring years 6-8 during plant establishment Survey Work (2x per year photos, survivorship and observations)	6	2,750.00	16,500.00
Road 200 Bridge Replacement Mitigation Monitoring Project			

Subtotal	$50,750.00
Sales Tax (0.0%)	$0.00
Total	$50,750.00

Phone #
(559) 325-9583

E-mail	Web Site
jenny@gocompl.com	www.gocompl.com

Item 7.i

BOARD OF SUPERVISORS
COUNTY OF MADERA

Agendas available: www.MaderaCounty.com
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MEMBERS OF THE BOARD

JORDAN WAMHOFF, District No. 1
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LETICIA GONZALEZ, District No. 4
BOBBY MACAULAY, District No. 5

ROBERT MACAULAY, CHAIR
KAREN SCRIVNER, CHIEF CLERK TO THE BOARD

BOARD LETTER & MINUTE ORDER

MEETING DATE: April 14, 2026

AGENDA #

DEPARTMENT:
BOS-015634: SHERIFF-CORONER'S OFFICE

DEPARTMENT CONTACT:	**PLACEMENT**	**DOC. ID #**
Whitney Cox	CONSENT	BOS-015634

PREVIOUS BOARD ACTION(S):
N/A

BOARD ACTING AS:	**VOTE REQ.**
BOARD OF SUPERVISORS	3/5

This Section is reserved for Clerk of the Board's Office Use Only

BOARD'S ACTION:

If approved, the County Auditor-Controller is authorized to make such budgetary adjustments and will carry out the intent and purpose of this budget adjustment(s).
COTB – Choose Motion Result.
COTB – Enter Vote Results.

Processed By: Clerk Name – COTB Use Only.

RECOMMENDED ACTION:

Consideration of approval of Transfer of Appropriations No. 25-107 in the amount of $10,266.00 from Corrections Admin – Office Expense to Eqpt/Furniture>$5000 for Fiscal Year 2025-2026.

BACKGROUND SUMMARY / FISCAL IMPACT:

DISCUSSION:

The refrigerator located in the Jail kitchen was recently evaluated during an inspection conducted by Environmental Health and was determined not to be functioning within acceptable operational standards at the time of review. Due to the unit's age and condition, it has been identified as beyond practical repair. To ensure continued reliability and compliance with food safety standards, replacement of the unit is necessary. As a result, funds are being reallocated from the Office Expense to Fixed Assets to support the purchase of a new refrigerator. This adjustment will allow for timely replacement while maintaining operational efficiency within the facility.

FISCAL IMPACT:

There is no impact to the General Fund as these funds have already been allocated within the Departments FY 25-26 Budget.

CONNECTION TO THE COUNTY OF MADERA STRATEGIC PLAN:

- Focus Area 3: Public Safety

ATTACHMENTS:

1. TOA 25-107

Item 7.i

Budget Adjustment Authorization

Submittal Date *
3/25/2026

For Fiscal Years *
2025-2026

Contact First Name *
Whitney

Contact Last Name *
Cox

Department *
Sheriff

Department/Org #
04610

Department Head Name *
Tyson Pogue

Will this Budget Adjustment be Board Approved? *
- (●) Yes
- ( ) No

Draft Board Letter
Upload
TOA Jail Fridge.pdf 265.33KB

If Board Approved, indicate the target Board date: *
4/14/2026

Please Select *
- [x] Transfer of Appropriations
- [ ] Receipt of Unanticipated Revenue

Please select the document type(s) from the check boxes above. Your selection will remove unneeded fields from the form. Transfer of Appropriations Transfer From.

Transfer of Appropriations

Transfer From

Org # *	Org Description *	Account # *	Account Description *	Amount *
04610	Corrections Admin	721300	Office Expense	10,266

Add

Total
$ 10,266.00

Transfer To

Org # *	Org Description *	Account # *	Account Description *	Amount *
04610	Corrections Admin	740301	EQPT/Furniture>$5000	10,266

Add

Total
$ 10,266.00

Item 7.i

Explanation of Transfer *

Refrigerator in the Jail kitchen was determined to be functioning incorrectly per Environmental Health's inspection. The fridge is older and unable to be repaired, so we are moving fund from our services and supply budget to the fixed assets portion.

Describe the reason for Transfer

Totals In "Transfer From" and "Transfer To" must match

Note: Transfers from Contingencies require a 4/5 vote.

Section

Name *

Whitney Cox

Title *

Deputy Director Admin Services

Auditor to Complete

TO AUDITOR-CONTROLLER: This request is deemed necessary by this department. Please report as to the accounting and available balances and forward to the Administrative Officer for his recommendation or action.

Approved as to Availability of Funds: *

(•) Yes ( ) No ( ) N/A

Auditor Controller's # *

25-107

Signature



Auditor Name *

David Richstone

Date *

3/25/2026

The County Auditor-Controller is authorized to make such budgetary adjustments as will carry out the intent and purpose of this budget adjustment.

Administrative Officer to Complete

Administrative Officer's Report

County Administration has reviewed this request, and it is recommended for approval.

Please Select *

(•) Recommended ( ) Approve as Requested ( ) Approve as Revised

Signature *



Admin Officer Name *

Jessica Leon

Date *

3/26/2026

Attached for Board Approval

*

[ ] Completed

Item 7.j

BOARD OF SUPERVISORS
COUNTY OF MADERA

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MEMBERS OF THE BOARD

JORDAN WAMHOFF, District No. 1
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BOBBY MACAULAY, District No. 5

ROBERT MACAULAY, CHAIR
KAREN SCRIVNER, CHIEF CLERK TO THE BOARD

BOARD LETTER & MINUTE ORDER

MEETING DATE: April 14, 2026

AGENDA #

DEPARTMENT:
BOS-015645: SHERIFF CORONER'S OFFICE

DEPARTMENT CONTACT:	**PLACEMENT**	**DOC. ID #**
	CONSENT	BOS-015645

PREVIOUS BOARD ACTION(S):
N/A

BOARD ACTING AS:	**VOTE REQ.**
BOARD OF SUPERVISORS	3/5

This Section is reserved for Clerk of the Board's Office Use Only

BOARD'S ACTION:

COTB – Choose Motion Result.
COTB – Enter Vote Results.

Processed By: Clerk Name – COTB Use Only.

RECOMMENDED ACTION:

Consideration of approval for the Sheriff's Office to apply for and accept funds from the FY25 Edward Byrne Memorial – Justice Assistance Grant, Local Solicitation and authorize the Chairman to sign the Certificate and Assurances form.

BACKGROUND SUMMARY / FISCAL IMPACT:

DISCUSSION:

The Edward Byrne Memorial Justice Assistance Grant (JAG) Local Solicitation is a federally funded, no-match program. The Sheriff's Office has historically utilized these funds for equipment acquisitions and technology enhancements.

The Sheriff respectfully requests the Board's approval to apply for and accept these funds. As required by the Department of Justice, a Certificate and Assurance Form must be submitted with the signature of the County's highest-ranking executive official. Accordingly, the Sheriff is requesting that the Chairman sign this form to enable the Sheriff's Office to receive the funding.

FISCAL IMPACT:

There is no impact to the general fund as this is a federally funded program with no local match.

CONNECTION TO THE COUNTY OF MADERA STRATEGIC PLAN:

- Focus Area 3: Public Safety

ATTACHMENTS:

1. FY25 Edward Bryne JAG Local Solicitation Certifications and Assurances

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Item 7.j

Edward Byrne Memorial Justice Assistance Grant Program FY 2025 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2025 Edward Byrne Memorial Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.

2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (*e.g.*, city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.

4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.

5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.

6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.

7. If the applicant named below is not the unit of local government itself, I certify that it is an instrumentality of the unit of local government and is approved to serve as the applicant and recipient of FY 2025 JAG funding on behalf of the unit of local government.

_____ _____

Signature of Chief Executive of the Applicant Unit of Local Government

Date of Certification

_____ _____

Printed Name of Chief Executive

Title of Chief Executive

_____

Name of Applicant Unit of Local Government

Item 7.j

COUNTY OF MADERA

Approved as to Legal Form:
COUNTY COUNSEL

By: _____

ACCOUNT NUMBERS:

_____

_____

CONTRACTING PARTIES:

_____

_____

_____

_____

TITLE OF CONTRACT:

_____

_____

_____

_____

Item 7.k

BOARD OF SUPERVISORS
COUNTY OF MADERA

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MEMBERS OF THE BOARD

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ROBERT L. POYTHRESS, District No. 3
LETICIA GONZALEZ, District No. 4
BOBBY MACAULAY, District No. 5

ROBERT MACAULAY, CHAIR
KAREN SCRIVNER, CHIEF CLERK TO THE BOARD

BOARD LETTER & MINUTE ORDER

MEETING DATE: April 14, 2026

AGENDA #

DEPARTMENT:
BOS-015580: SOCIAL SERVICES DEPARTMENT

DEPARTMENT CONTACT:	**PLACEMENT**	**DOC. ID #**
Raeanne Jain	CONSENT	BOS-015580

PREVIOUS BOARD ACTION(S):
MCC NO. 12738-24

BOARD ACTING AS:	**VOTE REQ.**
BOARD OF SUPERVISORS	3/5

This Section is reserved for Clerk of the Board's Office Use Only

BOARD'S ACTION:

COTB – Choose Motion Result.
COTB – Enter Vote Results.

Processed By: Clerk Name – COTB Use Only.

RECOMMENDED ACTION:

Consideration of entering into an Agreement with Brain Learning Psychological Corporation to provide assessment services for CalWORKs participants, not to exceed $91,000.00 for Fiscal Year 2026-2027 and authorize the Chair to sign.

BACKGROUND SUMMARY / FISCAL IMPACT:

DISCUSSION:

CalWORKs employment and training services are designed to promote self-sufficiency for low-income families. State law requires the Department of Social Services to provide specialized assessments to ensure services are tailored to the unique needs of each participant.

Since January 2023, Brain Learning Psychological Corporation has provided specialized assessment services for participants in the Madera County CalWORKs program. Through individualized meetings with each referred participant and comprehensive evaluations focused solely on identifying potential learning disabilities, the provider determines the presence and severity of any such disability and issues recommendations for appropriate accommodations and additional service needs. These findings are essential for CalWORKs case managers as they assign suitable Welfare-to-Work activities and make any necessary modifications to existing participant plans.

FISCAL IMPACT:

Associated costs are funded by CalWORKs Single Allocation funds in the amount not to exceed $91,000.00, with no impact to Net County Cost(s). Sufficient appropriations are included in the proposed budget for FY 2026-27.

CONNECTION TO THE COUNTY OF MADERA STRATEGIC PLAN:

STRATEGIC FOCUS AREAS

- Focus Area 1: Community
  - Provides services to support CalWORKs participants' employment goals to become gainfully employed and financially self-sufficient

ATTACHMENTS:

1. Brain Learning Psychological Agreement FY 2026-27

MADERA COUNTY CONTRACT NO. _____
(Learning Disability Assessments Services – Brain Learning Psychological Corporation)

THIS AGREEMENT is entered into this _____ day of _____, 2026, by and between the COUNTY OF MADERA, a political subdivision of the State of California, (hereinafter "COUNTY"), and BRAIN LEARNING PSYCHOLOGICAL CORPORATION (hereinafter referred to as "CONTRACTOR").

AGREEMENT

1. **TERM**. This Agreement shall begin on July 1, 2026, and end on June 30, 2027, unless terminated sooner.

2. **SCOPE OF SERVICE**. CONTRACTOR, shall perform learning disability assessments for eligible CalWORKs participants referred by COUNTY'S Department of Social Services staff, as more fully described in Exhibit "A," attached thereto and incorporated herein.

3. **INCORPORATION OF MASTER AGREEMENT**. Madera County Master Contract No. 008, available at: https://www.maderacounty.com/i-want-to/view-county-master-contracts, is incorporated herein by reference as if fully stated. CONTRACTOR shall adhere to all terms and conditions of Madera County Master Contract No. 008.

4. **COMPENSATION AND COSTS**. CONTRACTOR'S total compensation under this Agreement shall not exceed Ninety-One Thousand Dollars ($91,000.00) for the 2026-2027 fiscal year for services rendered, as set forth in Exhibit "B," attached and incorporated herein by reference. COUNTY Department of Social Services Director may authorize and approve revisions to the line-item amounts listed in Exhibit "B," provided that such revisions do not exceed a ten percent (10%) increase, and the total compensation for the Agreement does not exceed Ninety One Thousand Dollars

($91,000.00).

5. **DEBARMENT AND SUSPENSION**. By execution of this Agreement, CONTRACTOR agrees to comply with the applicable federal debarment and suspension regulations in accordance with 0MB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp.) and 12689 (3 CFR Part 1989,) in addition to the requirements set forth in 42 CFR Part 1001, CONTRACTOR certifies that there has been no applicable debarment, disqualification, suspension, or removal from a federal, state, or local grant program at the time of the execution of this Agreement and that CONTRACTOR shall immediately notify COUNTY should such debarment or conviction occur during the term of the Agreement.

6. **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

Deborah Martinez, Director
Department of Social Services
County of Madera
P.O. Box 569
Madera, CA 93639-9887

CONTRACTOR

Dr. Rienzi Haytasingh and Erin Haytasingh
Brain Learning Psychological Corporation
8414 Lemon Ave, STE B
La Mesa, CA 91941

COPY TO

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

//

//

7. **INSURANCE**. CONTRACTOR shall maintain the following insurance: general liability insurance naming the COUNTY, its officers, employees, agents, and volunteers as additional insureds, with minimum limits of One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) aggregate; and workers' compensation insurance as required by California law.

8. **TERMINATION**. This Agreement, notwithstanding anything to the contrary hereinabove or hereafter set forth, may be terminated by either party at any time without cause or legal excuse by providing the other party with thirty (30) calendar days written notice of such termination.

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* * * * * * * * * * *

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

COUNTY OF MADERA

_____
Chair, Board of Supervisors

ATTEST:

_____
Clerk, Board of Supervisors

BRAIN LEARNING PSYCHOLOGICAL CORPORATION

Approved as to Legal Form:
COUNTY COUNSEL

By: _____
(Signature)

By: _____

_____
(Print Name)

Title: _____

ACCOUNT NUMBER(S)

_____

_____

EXHIBIT “A”

Item 7.k

Brain Learning
Diagnostics

www..BrainLearningDiagnostics.com
P: 619 786-1329

Summary of Services: Learning Disability Evaluation

Organization: Brain Learning Psychological Corporation

A. Service Address: 8414 Lemon Ave. STE B La Mesa, Ca 91941

Contact Person: Dr. Rienzi Haytasingh and Erin Haytasingh

Contact Period: July 1, 2026 -June 30, 2027

Contract Amount: Not to exceed $91,000 per fiscal year

Scope of Services:

1. Madera County Social Services will send referrals for assessments to contractor via email.

2. The CONTRACTOR will reach out to schedule appointments for assessments directly with the clients within two days of receiving the referral. Appointments should be within one week of the referral date, unless accommodating the needs of the client.

a. Point of contract for client status:
Courtney Faber, CalWORKs Liaison
Phone: 619 663-8774
Email: admin.calworks@brainlearning.com

3. The clients will have the following options for scheduling:

a. Client attendance virtually from a client's home if they have access to a computer with a camera and good internet connection.

b. Client attendance in-person at MCDSS offices utilizing a quiet space, computer, and internet with an assessor attending remotely.

c. Client in-person at Brain Learning Fresno office and assessor in person.

Item 7.k

Brain Learning
Diagnostics

www..BrainLearningDiagnostics.com
P: 619 786-1329

4. The CONTRACTOR will complete the report within 7 business days of testing.

5. The CONTRACTOR will schedule an appointment to go over the assessment with the client, Madera County employment case worker and the evaluator to review the findings and recommendations of evaluation and provide them with full Learning Disability Assessment report.

6. If a client qualifies for a specific learning disability in addition to the full Learning Disability Assessment report, they are provided an abbreviated report for the client written verification of their learning disability and accommodations that would be needed.

7. The CONTRACTOR will provide an invoice monthly by the 10th day of the month following work completed in the prior month. Invoices are to be emailed to dss-invoices@maderacounty.com.

8. The CONTRACTOR will provide monthly activity reports to the MCDSS Staff Services Analyst and a carbon copy (CC) to the mailbox (DSS-Analysts@maderacounty.com) by the 10th calendar day of the following work completed in the prior month.

Fee:

1) The cost will not exceed $91,000 per fiscal year.

2) The CONTRACTOR will provide an invoice monthly by the 10th day of the month following work completed in the prior month. Invoices are to be emailed to dss-invoices@madera county.com

3) The CONTRACTOR shall be paid on a fee for service basis based on the following rates:

a) Total cost of per evaluation:

English $1390,

Spanish $1490

4) Staff training and presentations are at no cost.

5) The CONTRACTOR does not charge per no show appointment.

6) If a referred client no-shows twice and is no longer interested in the assessment the CONTRACTOR will charge $150 flat fee for the administrative efforts and assessors time and return the referral to Madera County.

Item 7.k

:SAMPLE Madera LDE Monthly Activity Report

Monthly Activity Report	
Referrals Recv	0
Returned to Cc	0
Tested	0
Reports Sent T	0
Q	0
DNQ	0
ID	0
Result Meeting	0

Monthly Referrals by Locatior	
Madera	0
Oakhurst	0
Chowchilla	0
TOTAL	**0**

Open Case as of : 2/3/26	
Needs Testing	0
Testing Schedu	0
Writing Report	0
Pending Results Meeting	0

Monthly Referrals by Week				
Week	Date Range			Referrals
Week One	1/1/2026	-	1/4/2026	0
Week Two	1/5/2026	-	1/11/2026	0
Week Three	1/12/2026	-	1/18/2026	0
Week Four	1/19/2026	-	1/25/2026	0
Week Five	1/26/2026	-	1/31/2026	0

Fiscal Year 2025-2026	
July 2025	0
August 2025	0
September 202	0
October 2025	0
November 202	0
December 202	0
January 2026	0
February 2026	0
March 2026	0
April 2026	0
May 2026	0
June 2026	0
TOTAL	**0**

2025 - 2026

New Referrals by Month Fiscal Year				
	Total	Madera	Oakhurst	Chowchilla
July 2025				
August 2025				
September 2025				
October 2025				
November 2025				
December 2025				
January 2026				
February 2026				
March 2026				
April 2026				
May 2026				
June 2026				

Report Prepared by Courtney Farber

Date

Phone number 619-786-1329

EXHIBIT “B”

Brain Learning
Diagnostics

Item 7.k

www..BrainLearningDiagnostics.com
P: 619 786-1329

Madera Cost Break Down 2026-2027

	Total Cost Per Evaluation:	English	Spanish
		$1,390.00	$1,490.00
	Breakdown of Costs Per Evaluation		
Assessor Cost			
	Assessor/Administration cost: Employee Piece wage, medical insurance, employer related insurance coverage, employer tax for case	$1,230.00	$1,230.00
	Hour Breakdown English: 3-4 Hours for assessment, 2-3 Hours report writing, 30 min assessment review meeting		
	Hour Breakdown Spanish: 4-5 Hours for assessment, 3-4 Hours report writing, 30 min assessment review meeting, translation services		
	Spanish Services: spanish speaking assessor premium, spanish testing material additional costs		100.00
Direct Cost		$67.00	$67.00
	Office supplies: printing supplies, file materials, mailing	26.75	26.75
	Testing Materials: Protocols- Paper and digital	40.25	40.25
Indirect Cost		$93.00	$93.00
	Billing: contract preparation, billing appropriately per case, budget compliance and review	93.00	93.00

Item 7.I

BOARD OF SUPERVISORS
COUNTY OF MADERA

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MEMBERS OF THE BOARD

JORDAN WAMHOFF, District No. 1
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BOBBY MACAULAY, District No. 5

ROBERT MACAULAY, CHAIR
KAREN SCRIVNER, CHIEF CLERK TO THE BOARD

BOARD LETTER & MINUTE ORDER

MEETING DATE: April 14, 2026

AGENDA #

DEPARTMENT:
BOS-015642: SOCIAL SERVICES DEPARTMENT

DEPARTMENT CONTACT:	**PLACEMENT**	**DOC. ID #**
Paul Yankey	CONSENT	BOS-015642

PREVIOUS BOARD ACTION(S):
N/A

BOARD ACTING AS:	**VOTE REQ.**
BOARD OF SUPERVISORS	3/5

This Section is reserved for Clerk of the Board's Office Use Only

BOARD'S ACTION:

COTB – Choose Motion Result.
COTB – Enter Vote Results.

Processed By: Clerk Name – COTB Use Only.

RECOMMENDED ACTION:

Consideration of entering into an Agreement with Language Line Services, Inc. in the amount not to exceed $50,000.00 for interpreting and translation services for Fiscal Years 2026-2027 and authorize the Chair to sign.

Item 7.I

BACKGROUND SUMMARY / FISCAL IMPACT:

DISCUSSION:

Under Federal and State laws, the Department of Social Services (DSS) is responsible for ensuring that applicants and beneficiaries with Limited English Proficiency (LEP) have equal access to all benefits, programs, and services. Telephonic and video interpreting services provide an efficient, effective and low cost means for meeting the Federal language access requirement.

Language Line provides professional on-demand interpreting services. Approval of this agreement will allow the department to better serve community members by making interpretation services available more quickly.

FISCAL IMPACT:

The cost associated with this agreement is offset by Federal, State, and 1991/2011 Realignment funds; therefore, approval of the recommended action will have no impact on the County's General Fund. Sufficient appropriations have been included in the SFY 2026-2027 proposed budget.

CONNECTION TO THE COUNTY OF MADERA STRATEGIC PLAN:

STRATEGIC FOCUS AREAS

- Focus Area 6: Infrastructure
  - Improve the Social Infrastructure by assisting all residents regardless of their language ability, as mandated by Federal and State law.

ATTACHMENTS:

1. Language Line Services Agreement

MADERA COUNTY CONTRACT NO. _____
(Department of Social Services: Language Line Services, Inc.)

THIS AGREEMENT is made and entered into this ____ day of _____, 2026, by and between the COUNTY OF MADERA, a political subdivision of the State of California ("COUNTY"), and LANGUAGE LINE SERVICES, INC., a Delaware corporation ("CONTRACTOR"), collectively the "parties."

AGREEMENT

1. **TERM**. This Agreement shall commence upon execution by both parties and shall terminate June 30, 2027, unless otherwise sooner terminated.

2. **SCOPE OF SERVICES**. CONTRACTOR shall provide over-the-phone and video interpreting services as described in the Statement of Work, attached hereto as Exhibit "A," and incorporated herein by reference. Additionally, the parties shall also be subject to the Master Service Agreement, attached hereto as Exhibit "B," and incorporated herein by reference. As a public entity, COUNTY is subject to the California Public Records Act (Gov. Code, § 7920.000 et seq.) and the Ralph M. Brown Act (Gov. Code, § 54950 et seq.), and as such the parties agree and acknowledge that all information and documents related to the award and performance of this Agreement are subject to the requirements thereof.

3. **INCORPORATION OF MASTER AGREEMENT**. Madera County Master Contract No. 008, found at: https://www.maderacounty.com/i-want-to/view-county-master-contracts, is hereby incorporated by reference as if fully stated. CONTRACTOR shall adhere to all general terms and conditions of Master Contract No. 008, with the exception of Section 18 "Indemnification," which is superseded by Section 8 of Exhibit "B" and Section 30.03 "Authorized Person," which is superseded by Section 5 below and

Section 13(i) of Exhibit "B." Notwithstanding the foregoing, in the event of a conflict between Master Contract No. 008 and Exhibit "B," Master Contract No. 008 shall control.

4. **BUSINESS ASSOCIATE AGREEMENT**. To the extent that protected health information ("PHI") is being created, received, maintained, or transmitted for purposes of this Agreement, the parties shall be subject to the terms and conditions as outlined in the HIPAA Business Associate Agreement (see Master Contract No. 018), found at https://www.maderacounty.com/i-want-to/view-county-master-contracts.

5. **COMPENSATION**. COUNTY shall pay CONTRACTOR an amount not exceed Fifty Thousand Dollars ($50,000.00) for services performed pursuant to this Agreement. Services are to be billed in accordance with the rates as set forth in Exhibit "A."

6. **NOTICE**. All notices required by this Agreement shall be in accordance with section 13(i) of Exhibit "B" and shall be addressed as follows:

COUNTY

Deborah Martinez, Director
Department of Social Services
PO Box 569
Madera, CA 93639

CONTRACTOR

Language Line Services, Inc.
One Lower Ragsdale Drive, Bld. 2
Monterey, CA 94930
Attn: Contract Administration

With Copy to

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

7. **INSURANCE**. CONTRACTOR shall not commence work under this Agreement until first obtaining general liability insurance in the amount of One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00)

aggregate; errors and omissions insurance in an amount of not less than Three Million Dollars ($3,000,000.00); and workers' compensation insurance as required by California law. General liability policies shall name the County of Madera as additional insureds.

8. **DATA SECURITY**. To the extent that CONTRACTOR shall be receiving COUNTY data or accessing the COUNTY network, to facilitate the services for this Agreement, Contractor shall make all good faith efforts to safeguard County data in accordance with applicable state and federal law regarding the confidentiality of County data, and implement and maintain physical, administrative, and technical safeguards as they relate to access of COUNTY data or network. Specifically, Contractor shall use physical, technical, and administrative safeguards designed to secure products, services, and content under CONTRACTOR's control against accidental or unauthorized loss, access, or disclosure.

9. **SUSPENSION AND DEBARMENT**. CONTRACTOR agrees to comply with applicable federal debarment and suspension regulations in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp.) and 12689 (3 CFR Part 1989), in addition to the requirements set forth in 42 CFR Part 1001. CONTRACTOR certifies that there has been no applicable debarment, disqualification, suspension, or removal from a federal, state, or local grant program at the time of the execution of this Agreement and that CONTRACTOR shall immediately notify COUNTY should such debarment or conviction occur during the term of the Agreement.

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

COUNTY OF MADERA

_____
Chair, Board of Supervisors

ATTEST:

_____
Clerk, Board of Supervisors

LANGUAGE LINE SERVICES, INC.,

By:_____
(Signature)

_____
(Print)

Title:_____

Approved as to Legal Form:
COUNTY COUNSEL

By:_____

ACCOUNT NUMBER(S)

_____

_____

EXHIBIT A

Language Line Services, Inc.

Statement of Work

Item 7.I

LanguageLine® Phone℠ and InSight Video Interpreting®

Client Name ("Customer"): **Madera County Department of Social Services**	Client # (if applicable):

This Statement of Work is subject to the Master Service Agreement between Customer and Language Line Services, Inc. ("LanguageLine®"). This document is the sole document that reflects pricing for these services and must be signed by an authorized representative from the Customer. Pricing is only approved upon a signature by an authorized officer of LanguageLine. Pricing changes, if any, will be reflected on next month's invoice.

1. LANGUAGELINE PHONE INTERPRETING

1.1. SCOPE OF WORK

(a) **DESCRIPTION OF SERVICES.** LanguageLine will provide qualified and trained interpreters for Phone Interpreting to facilitate effective communication between Customer's service providers and individuals with Limited English Proficient (LEP) by converting spoken language statements between English and another language.

(b) **SERVICE DELIVERY.** Services are delivered on-demand via telephone, as initiated by Customer's service providers and invoiced monthly following service delivery. Services are available twenty-four (24) hours a day; seven (7) days a week; 365 days a year, including holidays, in over 240 spoken languages.

1.2. PHONE INTERPRETING FEES

(a) **INITIAL ENROLLMENT** including Client Identification ("CID") service accounts ..... Waived

(b) **ADDITIONAL SERVICE ACCOUNTS** after initial enrollment, per CID ..... Waived

(c) **MONTHLY MINIMUM** per CID ..... Waived

(d) **PLATFORM ACCESS FEE** per call ..... Waived

(e) **THIRD PARTY DIAL OUT FEE** per call ..... Waived

(f) **TELECOMMUNICATION SURCHARGE** in accordance with the Telecommunications Act of 1996 ..... Waived

(g) **OPTIONAL INTERPRETER APPOINTMENT AT SPECIFIC TIME.** See 1.2(h) for Per Minute Usage Fees. No additional fees apply to schedule an interpreter appointment. Cancellation fee for any cancelled or missed appointment $200.00

(h) **PER MINUTE USAGE FEES** for LanguageLine Phone and LanguageLine® App(SM) Audio Interpreting

Language Tiers	Languages	Per Minute Charge
1	Spanish	$0.97
2	Chinese (Mandarin and Cantonese), French, Japanese, Korean, Russian, and Vietnamese	$0.97
3	Armenian, German, Haitian Creole, Italian, Cambodian (Khmer), Polish, and Portuguese	$0.97
4	Farsi, Tagalog, Thai, Urdu, and all other languages	$0.97

1.3. PHONE INTERPRETING EQUIPMENT

(a) **OPTIONS AND DEFINITIONS.** Equipment purchase and lease options are available for the equipment identified below for use with the Phone Interpreting services. All Equipment requests must be submitted in writing over the term of this Agreement and the appropriate fees will apply.

(b) **PHONE INTERPRETING EQUIPMENT LEASE FEES.** A monthly lease fee per unit applies, and the Equipment remains the property of LanguageLine. The monthly fee covers the cost of equipment programming and providing any necessary replacements and maintenance.
1Solution™ Analog Dual Handset Phone $4.50

Language Line Services, Inc.

Statement of Work

Item 7.I

LanguageLine® Phone℠ and InSight Video Interpreting®

1Solution Dual Handset IP Phone $12.50
Panasonic® Cordless Phone with Dual Handsets $10.50

(c) **PHONE INTERPRETING LEASED EQUIPMENT ADDITIONAL TERMS.** Upon the termination of the Agreement, Customer shall, at its cost, return the Equipment to Language Line Services within thirty (30) days following the termination date. Customer acknowledges that ownership of the Equipment remains with Language Line Services, and that the Equipment must be returned upon the termination of the Agreement. If Customer fails to return the Equipment to Language Line Services within the 30-day period, Language Line Services may invoice Customer $175.00 per each equipment item not returned and Customer agrees to pay that invoice within thirty (30) days of the invoice date.

(d) **PHONE INTERPRETING EQUIPMENT PURCHASES**. The following Equipment is available for purchase from LanguageLine during the life of the agreement. Upon depletion of current Equipment models and release of new Equipment models, updated pricing will automatically apply. Purchased equipment is covered by a one-year replacement warranty from the manufacturer. Standard rates at the time of purchase will apply. If applicable, proof of sales tax exemption must be provided to TaxDepartment@languageline.com and Activations@languageline.com. Details will be available from your Account Executive.

1Solution Analog Dual Handset Phone $60.00
1Solution Dual Handset IP Phone $150.00
Cordless Phone with Dual Handsets $125.00
Panasonic Headset $25.00
Handsets $10.00
Handset Splitters (price per unit) $6.00
Wall Splitters (price per unit) $6.00

2. LANGUAGELINE® VIDEO INTERPRETING℠

2.1. SCOPE OF WORK

(a) **DESCRIPTION OF SERVICES.** LanguageLine will provide qualified and trained interpreters for LanguageLine Video Interpreting to facilitate effective communication between Customer's service providers and individuals with Limited English Proficiency (LEP) by converting spoken or signed language statements between English and another language. Equipment purchases are optional.

(b) **SERVICE DELIVERY.** Services are delivered on-demand via a native iOS or Android Application (the "App") or a Mac/PC using a Chrome, Edge, or Firefox browser. Each call has full end-to-end encryption ensuring privacy. Services are available 24/7 for ASL, Spanish, Mandarin, Arabic, Polish, Cantonese, French, Korean, Portuguese, Vietnamese and Russian, and during business or extended business hours for 30 or more additional languages of lesser diffusion.

2.2. LANGUAGELINE VIDEO INTERPRETING FEES

(a) **ACTIVATION** ..... Waived

❑ Monthly Service Fee applied per Client Identification ("CID") service account based on the total number of activated devices:

Up to 10 Activated Devices $30.00/month
Up to 100 Activated Devices $75.00/month
101+ Activated Devices $200.00/month

OR

❑ One-time Activation Fee applied per Customer for unlimited activated devices .... $2,500.00/one-time fee

(b) **PER MINUTE USAGE FEES** for LanguageLine Video Interpreting

Language Tiers	Languages	Per Minute Charge
1	Sign Language	$2.95

Language Line Services, Inc.

Statement of Work

Item 7.I

LanguageLine® Phone℠ and InSight Video Interpreting®

Language Tiers	Languages	Per Minute Charge
2	Spanish	$1.85
3	Other Spoken Languages	$1.95

3.3. **LANGUAGELINE VIDEO INTERPRETING EQUIPMENT**

(b) **OPTIONS AND DEFINITIONS.** Equipment purchase ("Customer-Owned") and lease ("LanguageLine-Owned") options are available for the equipment identified below for use with LanguageLine Video Services (collectively, the "Equipment"). All Equipment requests must be submitted in writing over the term of this Agreement and the appropriate fees will apply.

LanguageLine-Owned: Leased by the Customer from LanguageLine.
Customer-Supplied: Purchased by the Customer from a supplier other than LanguageLine.
Customer-Owned: Purchased by the Customer from LanguageLine.

(b) **LANGUAGELINE VIDEO EQUIPMENT LEASE FEES.** A monthly lease fee per unit applies, and the Equipment remains the property of LanguageLine ("LanguageLine-Owned").

iPad and LanguageLine Rolling Cart $75.00/month
iPad and Table Top Stand..... $45.00/month

(c) **LANGUAGELINE VIDEO EQUIPMENT PURCHASES**. The following Equipment is available for purchase from LanguageLine during the life of the agreement ("Customer-Owned"). Upon depletion of current Equipment models and release of new Equipment models, updated pricing will automatically apply. Purchased Equipment is covered by the following replacement warranties from the manufacturers: (i) iPads: 1-year; (ii) LanguageLine Rolling Cart: 3 years standard warranty, plus an additional 1 year on all mechanical items except wheels; and (iii) Table Top Stands: 1-year. Standard rates at the time of purchase will apply. If applicable, proof of sales tax exemption must be provided to TaxDepartment@languageline.com and Activations@languageline.com. Details will be available from your Account Executive.

128GB 11th Generation iPad (11-inch, Wi-Fi Only) with Screen Protector (iPad Model: MD3Y4LL/A) $475.00
256GB iPad Pro (13-inch, Wi-Fi Only) with Screen Protector (iPad Model: MVX33LL/A) $1,475.00
10.9-inch Screen Protector (Model: SP-AGF-APL-IDP10N-2)..... $15.00
13-inch Screen Protector (Model: DGIPDP13)..... $40.00
LanguageLine® Rolling Cart℠ with 10.9-inch TrueSound℠ (Model: 478-00297) .. $1,195.00

Table Top Stand with Enclosure (Model: 333W/13PAPX4W)..... $365.00
Table Top Stand with Enclosure (Model: 333W/478-00299) $345.00
Table Top Stand without Enclosure (Model: 333W) $215.00
LanguageLine TrueSound® Enclosure for 10.9/11-inch iPad (Model: 478-00299) $195.00
13-inch Non-TrueSound iPad Enclosure (Model: 13PAPX4W) $150.00

3. ADDITIONAL TERMS AND CONDITIONS FOR LANGUAGELINE VIDEO INTERPRETING

(a) **TERMS REGARDING SOFTWARE APPLICATION.** The LanguageLine video interpretation Services (the "Services") are provided by LanguageLine through a proprietary desktop and/or tablet Application owned by LanguageLine (the "LanguageLine® App℠"). The App must be downloaded by Customer to Customer-Supplied or Customer-Owned devices to use the Services (see Subsection (g) below for additional terms). The App is pre-installed and configured on LanguageLine-provided leased Equipment (see Subsection (h) below for additional terms). Customer agrees (a) that it will not make any copies of the App or attempt to reverse engineer it or make any changes to it; (b) that it will only download the App onto any iPad, tablet, or other digital computer device that is (i) Customer-Owned, (ii)

LanguageLine-Owned, or (iii) purchased by Customer from an authorized seller of such devices, excluding other language services providers. Further, Customer will not use any iPad, tablet, or other digital computer device on which the LanguageLine App is installed with any equipment provided by other language service providers; and (c) that the following uses of the Services are prohibited: the transmission of any message or other material which constitutes an infringement of any third party copyright or trademark; an unauthorized disclosure of a trade secret; the transfer of information or technology abroad in violation of any applicable export law or regulation; a violation of Section 223 of the Communications Act of 1934, as amended, 47 U.S.C. Section 223, or other criminal prohibitions regarding the use of telephonic or video devices to transmit obscene, threatening, harassing or other messages specified therein; a libelous or slanderous statement; or a violation of any other applicable statute or government regulation.

(b) **INTELLECTUAL PROPERTY.** Customer acknowledges and agrees that all rights including copyright throughout the world in the LanguageLine App, in the LanguageLine TrueSound, Notepad™, and LanguageLine Rolling Cart trademarks (collectively, the "Trademarks"), and in the issued patents and pending patents relating to the Equipment, are exclusively owned by LanguageLine, and that neither this Agreement, nor Customer's use of the Services, the App or the Equipment grants to Customer any right, title, or interest in or to the Services, the Equipment, the App, the Trademarks, or any of the other technology, systems, processes or other aspect of the Services, including but not limited to any intellectual property rights therein (collectively, the "LanguageLine Properties"). Customer expressly agrees that it shall not assert any rights in any of the LanguageLine Properties, or challenge LanguageLine's rights in or the validity of any of the LanguageLine Properties in any country, nation, or jurisdiction in the world, and Customer agrees that it shall not directly or through others copy, decompile, reverse engineer, disassemble, modify, or create derivative works of the App, or any aspect thereof. Customer agrees that this Paragraph shall survive the expiration of this Agreement and will continue to apply after the Agreement ends.

(c) **ENCRYPTION.** Encryption is built into the App and the Services platform, ensuring the security of the live video as it traverses the Internet. This encryption allows LanguageLine to fulfill its obligation under any Customer Business Associate Agreement ("BAA") with respect to the Services. LanguageLine does not record any phone or video calls and therefore has no record of the call content. With respect to the App's electronic Notepad™ function, written information relayed during the call is encrypted. As with the live video, no recording or storing is made of information written on the Notepad™ and therefore this information cannot be retrieved after the call's completion.

(d) **RESPONSIBILITY FOR UNAUTHORIZED USE.** Customer will safeguard its use of the Services against use by unauthorized persons and will be responsible for charges resulting from use of its Services, whether or not such use is authorized.

(e) **AVAILABILITY OF SERVICES.** The Services may not be available at all times due to interruptions, technical problems, and/or system upgrades and maintenance. All interpreters provided in conjunction with the Services may not be available at all times and interpreters will be assigned solely by LanguageLine.

(f) **QUALITY CONTROL.** Customer acknowledges that LanguageLine from time to time will monitor calls made through the Service for purposes of quality control.

(g) **PURCHASED EQUIPMENT ADDITIONAL TERMS** (applies to the LanguageLine App with Customer-Owned Equipment option only): Customer agrees that (a) the TrueSound patented technology and related audio equipment will not be used with any non-LanguageLine equipment/devices, and (b) the Equipment purchased from LanguageLine will not be used with or for any non-LanguageLine language interpretation services (including software and Apps). Returns are only accepted for unopened within 30 days and a 15% restocking fee applies.

(h) **LEASED EQUIPMENT ADDITIONAL TERMS:** Under this option, LanguageLine will lease Equipment mutually agreed upon by LanguageLine and Customer for the duration of this Agreement for a monthly fee. The Parties acknowledge and agree that this Equipment remains the sole property of LanguageLine and will be returned to LanguageLine,

undamaged, upon termination of this Agreement, unless superseded by a purchasing agreement. The Parties agree that the Equipment will be used for the sole and exclusive purpose of the Services and may not be configured, fixed and/or altered for any other purpose without express prior written consent from LanguageLine. Customer may not use any leased Equipment or the LanguageLine App with any equipment, app, software or language services provided (through purchase, lease or otherwise) by a language services provider other than LanguageLine. LanguageLine will enroll LanguageLine-Owned iPads in LanguageLine's MDM (Mobile Device Management) system. As a condition of the lease on LanguageLine-Owned Equipment, location services must be enabled "on" at all times, with "Always Allow Location Access" selected within the Hub application. Customer agrees that Equipment will be kept only at the Customer locations listed in this Agreement, or as otherwise mutually agreed by LanguageLine and Customer in writing. From time to time, upon twenty-four (24) hours' notice to Customer, LanguageLine, during a Customer's regular business hours, may enter the Customer's premises where the Equipment is located to inspect and maintain Equipment. Customer hereby agrees to such inspection by LanguageLine and agrees to provide such support and cooperation as is requested by LanguageLine. Customer assumes and bears all risk of loss and/or damage of Equipment, other than normal wear and tear, from the time that Equipment is delivered until returned to LanguageLine following the expiration of this Agreement. Customer will be charged and agrees to pay for any lost, stolen, or damaged Equipment. LanguageLine reserves all rights and remedies to re-take possession of the Equipment if Customer fails to pay any undisputed invoiced amounts owed hereunder.

(i) **LIMITED WARRANTIES FOR EQUIPMENT.** LanguageLine warrants that Equipment shall be free from defects in materials and workmanship, except that all warranties are waived if (i) the Equipment has been altered or modified or the App, Equipment or components thereof are used other than as authorized under this Agreement, or (ii) the Equipment has been used by a person or entity other than the Customer or other permitted users. LANGUAGELINE DISCLAIMS ANY AND ALL OTHER WARRANTIES, INCLUDING ALL IMPLIED AND EXPRESS WARRANTIES OF EVERY KIND AND NATURE. Customer agrees that the sole and exclusive remedy for breach of warranty, damages or loss relating to Equipment is limited to the repair or replacement of the Equipment. Customer waives any and all legal claims for damages in connection with the Equipment.

(j) **RECEIPT AND ASSEMBLY OF LANGUAGELINE-OWNED EQUIPMENT.** For the receipt and assembly of LanguageLine-owned equipment, LanguageLine requires suitable workspace, e.g. appropriate physical space per volume of equipment, proper ventilation, access to restroom facilities, wi-fi connectivity, and a safe, well-lit, climate-controlled space to assemble equipment.

4. OTHER FEES

4.1. FINANCE FEE. Finance fee is applied to any past due balance. Interest will accrue from the date on which payment is due at a rate equal to the lesser of 1.5% per month or the maximum permitted by applicable law.

4.2. OPTIONAL PAPER INVOICE. Electronic invoices are provided at no charge. Paper invoice fee is applied if a paper invoice is required by the Customer..... $1.75

4.3. OPTIONAL CUSTOMIZATIONS

(a) Report configuration per hour	$250.00
(b) Report maintenance per month	$30.00
(c) Training assistance on site per day per training	$500.00
(d) Training materials development per hour	$179.00

Language Line Services, Inc.

Statement of Work

Item 7.I

LanguageLine® Phone℠ and InSight Video Interpreting®

The person signing this SOW on behalf of Customer certifies that such person has read, acknowledges, and understands all of the terms and conditions, and is fully authorized to execute this SOW on behalf of and bind the Customer to all its terms and conditions. Both Parties agree the delivery of the signed SOW by facsimile or e-mail or use of a facsimile signature or electronic signature or other similar electronic reproduction of a signature shall have the same force and effect of execution and delivery as the original signature, and in the absence of an original signature, shall constitute the original signature.

Customer	LanguageLine
Date:	Date:
Signature:	Signature:
Name:	Name: Bonaventura A. Cavaliere
Title:	Title: CFO

EXHIBIT B

Item 7.I

Master Service Agreement

Client Name ("Customer"): **Madera County Department of Social Services**	Client # (if applicable):

Language Line Services, Inc. ("LanguageLine®") and Customer (together, the "Parties" and each a "Party") agree that the terms and conditions below apply to the Services selected by Customer under this Agreement.

TERMS OF SERVICE

1. **TERM OF AGREEMENT.** This Agreement is the Master Services Agreement for all the services currently offered by LanguageLine as individually identified below (the "Services"). This Master Services Agreement will apply to Services requested now or in the future by Customer. For each Service requested now or in the future by Customer, the fees and additional terms and conditions for the Service are set out in the applicable Statement of Work for the Service, which, when fully executed, is made a part of this Agreement. If Customer continues to request and receive Services after this Agreement has expired or has been terminated for any reason, this Agreement and the applicable Statement(s) of Work will continue in full force and effect until terminated as provided in Section 12 of this Agreement.

Available LanguageLine Services:

On-demand interpretation **240+ languages 24/7/365, in seconds** **Via phone, video and mobile** Click for On Demand Interpreting Services	LanguageLine® App℠ LanguageLine Phone Interpreting℠ LanguageLine Video Interpreting℠ LanguageLine® DirectResponse ℠ LanguageLine® Telehealth℠ and Virtual Meetings
Face-to-face interpretation **130+ languages via onsite or video** Click for Onsite Interpreting Services	LanguageLine® OnSite℠ LanguageLine® Virtual OnSite℠
Translation and Localization **580+ language combinations** **Via human, machine translation, automation and other technologies** Click for Translation Services	LanguageLine® Translation & Localization℠ Transcription LanguageLine® Clarity℠
Testing and Training **50+ languages** Click for Testing & Training	LanguageLine® Testing℠ LanguageLine® Training℠

Please note that by signing this Agreement, Customer is not agreeing to receive all of the above Service(s), but is only agreeing to receive the specific Service(s) that have been requested from its LanguageLine account executive and made a part of this Agreement in an applicable Statement of Work.

2. **PAYMENT TERMS.** Customer agrees to pay all undisputed invoiced charges for Services in full within thirty (30) days of the invoice date. Payment can be made by check, ACH, wire, debit card or credit card. Any fees charged by a credit card provider for use of the card will be paid for by Customer. Any disputed charges in an invoice must be identified to LanguageLine within thirty (30) days of the invoice issue date or the right to dispute will be waived by Customer. Amounts subject to dispute once resolved will be (i) credited to Customer on the next invoice (if resolved in favor of Customer) or added to the next invoice (if resolved in favor of LanguageLine) or (ii) as otherwise mutually agreed upon. Invoices will be sent to the most current address or e-mail provided by Customer to LanguageLine, which may be updated by Customer upon written request to CustomerCare@languageline.com.

Language Line Services, Inc.

Master Service Agreement

3. **USE OF SERVICES.** Customer warrants that it will **not** (i) resell the Services to any third Parties; however, Customer may charge its own customers, clients or patients for the Services; or (ii) use the Services in any manner that may violate any applicable law, rule or regulation. Customer and each affiliate will be assigned a Client Identification Number ("CID") for use in ordering Services. Customer shall be solely and fully responsible for charges resulting from the use of these CIDs, whether or not such use is authorized by Customer.

4. **CONFIDENTIALITY AND PRIVACY.** The Parties agree that during the term of this Agreement and thereafter, neither Party will disclose any of the other's Confidential Information to any third Party and each Party will use the other's Confidential Information only for purposes specifically contemplated by this Agreement. These obligations do not apply to information that is expressly identified by a Party as not being confidential or that is in the public domain. If either Party has been requested to disclose or is required by discovery request in a litigation, subpoena, civil investigative demand or similar process to disclose any such information then that Party so compelled may disclose such information without liability after giving reasonable notice to the other Party promptly to assert whatever objections the other Party desires to prevent such disclosure within such deadlines as are required by the governing statutes, rules or regulations. For purpose of this Agreement, the term "**Confidential Information**" includes (a) information (including data) identified by a Party as being Confidential Information, (b) personally identifiable personal, financial, health or other personal information protected under a law or regulation, including without limitation the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Gramm-Leach-Bliley, any applicable US federal and state privacy laws, including the California Consumer Privacy Act ("CCPA"), as amended, the General Data Protection Regulation (EU) 2016/679 (the "GDPR"), and the UK Data Protection Act, , and (d) all of the information provided in any other non-public documents or in oral communications between the Parties relating to the Services. LanguageLine will not record any interpretation calls except that some calls may be monitored for training and quality assurance purposes.

5. **LANGUAGELINE PERSONNEL.** Customer understands and acknowledges that in providing the Services, LanguageLine's linguist workforce consists of its own employees, individual independent contractor linguists and linguists provided through trusted professional linguist staffing agencies, which are located within and outside of the United States unless Customer requires US domestic only personnel (collectively, "LanguageLine Personnel"). All LanguageLine Personnel are subject to LanguageLine's stringent quality control standards, confidentiality and privacy obligations and certification criteria, and LanguageLine is solely responsible for ensuring that the terms and conditions of this Agreement are met by LanguageLine Personnel. Customer hereby consents to the use of all LanguageLine Personnel by LanguageLine.

6. **RELATIONSHIP OF PARTIES.** The Parties are independent contractors, and nothing in this Agreement will be deemed to place the Parties in the relationship of employer-employee, principal-agent, partners or joint venturers. Each Party will be responsible for paying its own payroll taxes, disability insurance payments, unemployment taxes, employee benefits (if applicable) and other similar taxes, benefits or charges.

7. **LIMITED WARRANTIES AND LIABILITY.** (a) LANGUAGELINE WILL PERFORM ALL OF THE SERVICES IN A PROFESSIONAL MANNER CONSISTENT WITH INDUSTRY STANDARDS. LANGUAGELINE MAKES NO OTHER REPRESENTATION, WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, OF ANY KIND, AND LANGUAGELINE SPECIFICALLY DISCLAIMS ANY WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES THAT INTERPRETATIONS, TRANSLATIONS, AND LOCALIZATIONS MAY NOT BE ENTIRELY ACCURATE IN ALL CASES AND THAT EVENTS OUTSIDE OF THE CONTROL OF LANGUAGE LINE MAY RESULT IN UNCOMPLETED OR INTERRUPTED SERVICE. (b) EXCEPT FOR THE PARTIES' OBLIGATIONS UNDER SECTIONS 4 (CONFIDENTIALITY), 8 (INDEMNIFICATION) AND CUSTOMER'S OBLIGATIONS UNDER SECTION 2 (PAYMENT TERMS), AND TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER FOR CLAIMS RELATING TO THIS AGREEMENT, WHETHER FOR BREACH OR IN TORT AND INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL BE LIMITED TO THE AMOUNT INVOICED TO CUSTOMER BY

Language Line Services, Inc.

Master Service Agreement

LANGUAGELINE WITHIN THE PREVIOUS 12 MONTHS, AND (c) EXCEPT AS IS PROHIBITED BY LAW AND SUBJECT TO A PARTY'S OBLIGATIONS UNDER SECTION 8 (INDEMNIFICATION), NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT (INCLUDING LOSS OF BUSINESS, REVENUE, PROFITS, USE, DATA OR OTHER ECONOMIC ADVANTAGE), HOWEVER IT ARISES, WHETHER FOR BREACH OR IN TORT, EVEN IF THAT PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

8. **INDEMNIFICATION.** The Parties each agree to hold harmless and indemnify the other Party and their respective officers, directors, employees, affiliates and agents from and against any claims, causes of action, damages, costs, fees, expenses, settlement or any other form of damage or expense relating to (a) a third Party claim for an intellectual property violation or a breach of Section 4 of this Agreement ("Confidentiality"), (b) a claim by an employee, vendor or agent of one Party asserted against the other Party, or (c) the grossly negligent, fraudulent, or intentionally wrongful act of any kind by an employee or agent of one Party resulting in damages to the other Party. LanguageLine will not be liable for intellectual property infringement arising merely from LanguageLine's interpretation or translation of Customer communications or documents, respectively. LanguageLine maintains extensive global insurance coverage for all its Services and all of its personnel. A copy of the Certificate of Insurance will be supplied to Customer upon request.

9. **PUBLICITY.** Customer agrees that LanguageLine may use Customer's name and/or corporate logo on LanguageLine's website and marketing materials.

10. **ASSIGNMENT.** Neither Party may assign this Agreement without the prior written consent of the other Party, except that LanguageLine may assign its right to payment to an affiliated company and, either Party may assign this Agreement to a successor company without consent, provided that the successor company ratifies and assumes this Agreement in its entirety and provides notice of the assignment to the other Party, provided, however, that Customer may not assign this Agreement to any other language services company or portfolio company that owns a 5% or more interest in a language services company.

11. **ACQUISITION OR MERGER OF CUSTOMER.** If Customer is (a) acquired by or merged into or with an existing LanguageLine customer, or (b) acquires an existing LanguageLine customer, the terms and conditions of this Agreement and that of the other LanguageLine customer, including pricing as set out in the applicable Statements of Work, shall remain unaffected unless the Parties otherwise agree in a signed, written amendment to this Agreement.

12. **TERMINATION.** Either Party may terminate this Agreement (a) on sixty (60) days' notice for any reason, or (b)(i) on thirty (30) days' written notice of breach if the other Party has not cured the breach in thirty (30) days from receipt of the notice of breach, or (ii) if the breach cannot be cured in thirty (30) days, on the date agreed to by the Parties for cure to be completed. Upon termination of this Agreement for any reason, Customer shall pay the final invoice from LanguageLine within thirty (30) days of its receipt of the final invoice (the "30-day period"). Any disputed charges must be identified by Customer within the 30-day period and the Parties shall use good faith efforts to resolve any disputed charges within the 30-day period and any adjustment paid or credited will be made within thirty (30) days after the dispute has been resolved.

13. **ADDITIONAL TERMS.**

(a) **WAIVER OR DELAY.** Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement.

(b) **SURVIVAL OF OBLIGATIONS.** The obligations of the Party under this Agreement which by their nature should continue beyond the termination or expiration of this Agreement will remain in effect after termination or expiration.

(c) **NO THIRD-PARTY BENEFICIARIES.** Neither this Agreement nor the provision of Services shall be construed to create any duty or obligation on the part of LanguageLine to any third parties, including, without limitation, any persons participating in or the subject of communications for which Services are provided, and except as provided by law, does not provide any third party with any right, privilege, remedy, claim or cause of action against LanguageLine, its affiliates or their respective successors.

Language Line Services, Inc.

Master Service Agreement

(d) **CHOICE OF LAW.** Any action arising out of this Agreement, as well as the validity, construction and interpretation of this Agreement, will be governed by California law relating to contracts made in the State of California and controlling U.S. federal law. No choice of law rules of any jurisdiction will apply.

(e) **BINDING EFFECT**. This Agreement shall be binding upon the Parties hereto, their successors, or assigns, and upon any and all others acting by or through them, or in privity with them, or under their direction.

(f) **CONSTRUCTION**. This Agreement is deemed to have been drafted jointly by the Parties. Any uncertainty or ambiguity shall not be construed against either Party based on the attribution of drafting by either Party.

(g) **COUNTERPARTS; HEADINGS.** This Agreement may be executed in counterparts and as so executed shall constitute one agreement, binding on all Parties. The Headings have no substantive effect and are used merely for convenience.

(h) **FORCE MAJEURE.** A Party is not liable under this Agreement for non-performance or delayed or interrupted performance caused by events or conditions beyond that Party's control if the Party makes reasonable efforts to perform. This provision does not relieve Customer of its obligation to make all payments when due.

(i) **NOTICES.** All notices to be given under this Agreement must be in writing and addressed as follows: (a) to LanguageLine at One Lower Ragsdale Drive, Bldg. 2, Monterey, CA 94930 Attn: Contract Administration, or by e-mail to CustomerCare@languageline.com with a copy to Contracts@languageline.com, and (b) to Customer at the most current address or e-mail provided by Customer to LanguageLine. Any notices sent by overnight courier (such as FedEx, DHL, USPS, etc.), or by first class mail, postage prepaid, is effective upon deposit with the post office or the overnight courier and any notice sent by e-mail shall be effective on the date the e-mail is sent except that any e-mail sent on a weekend or holiday shall be effective on the next business day.

(j) **COMPLIANCE**. Language Line Services, Inc. is an equal opportunity employer and federal contractor. Consequently, as and if applicable, the Parties will abide by the requirements of Title 41 of the United States Code of Federal Regulations (CFR) §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), which are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, creed, sex, sexual orientation, gender identity, or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. If and as applicable, the Parties will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

14. ENTIRE AGREEMENT. This Agreement, including all addenda, Schedules and Statements of Work, constitute the Parties' entire agreement relating to its subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals, conditions, representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the Parties relating to its subject matter during the term of this Agreement. No modification to this Agreement will be binding unless in writing and signed by an authorized representative of each Party. If any provision, or part thereof, in this Agreement is held to be invalid, void or illegal, it shall be severed from this Agreement and shall not affect, impair, or invalidate any other provision, or part thereof, and it shall be replaced by a provision which comes closest to the severed provision, or part thereof, in language and intent, without being invalid, void, or illegal.

The person signing this Agreement on behalf of Customer certifies that such person has read, acknowledges, and understands all of the terms and conditions, and is fully authorized to execute this Agreement on behalf of and bind the Customer to all its terms and conditions. Both Parties agree the delivery of the signed Agreement by facsimile or e-mail or use of a facsimile signature or electronic signature or other similar electronic reproduction of a signature shall have the same force and effect of execution and delivery as the original signature, and in the absence of an original signature, shall constitute the original signature.

Language Line Services, Inc.

Item 7.I

Master Service Agreement

Customer	LanguageLine
Date:	Date:
Signature:	Signature:
Name:	Name: Bonaventura A. Cavaliere
Title:	Title: CFO

Item 7.m

BOARD OF SUPERVISORS
COUNTY OF MADERA

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DAVID ROGERS, District No. 2
ROBERT L. POYTHRESS, District No. 3
LETICIA GONZALEZ, District No. 4
BOBBY MACAULAY, District No. 5

ROBERT MACAULAY, CHAIR
KAREN SCRIVNER, CHIEF CLERK TO THE BOARD

BOARD LETTER & MINUTE ORDER

MEETING DATE: April 14, 2026

AGENDA #

DEPARTMENT:
BOS-015649: SOCIAL SERVICES DEPARTMENT

DEPARTMENT CONTACT:	**PLACEMENT**	**DOC. ID #**
Deseri Ornelas	CONSENT	BOS-015649

PREVIOUS BOARD ACTION(S):
MCC 12988-25

BOARD ACTING AS:	**VOTE REQ.**
BOARD OF SUPERVISORS	3/5

This Section is reserved for Clerk of the Board's Office Use Only

BOARD'S ACTION:

COTB – Choose Motion Result.
COTB – Enter Vote Results.

Processed By: Clerk Name – COTB Use Only.

RECOMMENDED ACTION:

Consideration of entering into an Agreement with the Madera County Economic Development Commission in an amount not to exceed $241,337.61 to provide business retention, expansion, and attraction services to offer the Expanded

Subsidized Employment (ESE) Program to County businesses for CalWORKs participants for Fiscal Year 2026-2027 and authorize the Chair to sign.

BACKGROUND SUMMARY / FISCAL IMPACT:

DISCUSSION:

The Madera County Economic Development Commission (MCEDC) was established by the County of Madera and the cities of Madera and Chowchilla through a Joint Powers Agreement (JPA). Under the JPA, MCEDC must submit an annual Basic Service Level Budget to the participating agencies, which is then divided proportionally based on population.

MCEDC continues to focus on attracting new businesses, as well as supporting the expansion and retention of existing businesses throughout the County. It also serves as the lead agency for several countywide programs and organizations, including the Greater Madera County Industrial Association, the Central California Valley Economic Development Corporation, CalRecycle efforts, and the Madera County and City of Madera Revolving Loan Fund programs.

Each year, MCEDC reviews the population figures for the County of Madera, the City of Madera, and the City of Chowchilla. The numbers for the County and the City of Chowchilla are adjusted for the prison population, in accordance with the May 21, 1996 agreement and the formulas used by the Madera County Transportation Commission. For this fiscal year, the cost shares are 50.76 percent for the County of Madera, 40.86 percent for the City of Madera, and 8.38 percent for the City of Chowchilla.

A portion of the County's share is funded through a contract with the Department of Social Services (DSS), with the remainder funded by the General Fund. The County's portion of the FY 2026-27 Basic Service Level Budget is $241,337.61.

FISCAL IMPACT:

Associated costs are funded by CalWORKs Single Allocation funds in the amount not to exceed $241,337.61. Sufficient appropriations are included in the proposed budget for FY 2026-27.

CONNECTION TO THE COUNTY OF MADERA STRATEGIC PLAN:

Focus Area 1: Community

- Improve access to county services

ATTACHMENTS:

1. Madera County Economic Development Commission

MADERA COUNTY CONTRACT NO. _____
(Department of Social Services: Job Creation Services: Madera County Economic Development Commission)

THIS AGREEMENT is made and entered into this _____ day of _____, 2026, by and between the COUNTY OF MADERA, a political subdivision of the State of California ("COUNTY"), and MADERA COUNTY ECONOMIC DEVELOPMENT COMMISSION ("CONTRACTOR").

AGREEMENT

1. **TERM**. To begin July 1, 2026, and expire June 30, 2027, unless sooner terminated.

2. **SCOPE OF SERVICES**. CONTRACTOR shall provide those business employment development services as set forth in the Job Creation Services Program attached as Exhibits "A," and "A-1," and incorporated herein by reference.

3. **INCORPORATION OF MASTER CONTRACT**. Madera County Master Contracts No. 008, found at: https://www.maderacounty.com/i-want-to/view-county-master-contracts, is incorporated herein by reference as if fully stated, except Paragraph 30, "Notices," which is superseded by Section 5, below. CONTRACTOR shall adhere to all other terms and conditions of Master Contract No. 008.

Item 7.m

4. **COMPENSATION AND COSTS**. CONTRACTOR's total compensation under this Agreement shall not exceed Two Hundred Forty-One Thousand Three Hundred Thirty-Seven Dollars and Sixty-One Cents ($241,337.61) for services rendered, as set forth in Exhibit "B," and Exhibit "B-1," attached and incorporated herein by reference.

//

5. **NOTICES**. 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	**CONTRACTOR**
Deborah Martinez, Director Madera County Department of Social Services P.O. Box 569 Madera, CA 93639-9887	Kristina Gallagher Madera County Economic Development Commission 2425 W. Cleveland, Suite 101 Madera, CA 93637

With a Copy to:

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

6. **INSURANCE**. CONTRACTOR shall maintain the following insurance: general liability insurance naming the COUNTY, its officers, employees, agents, and volunteers as additional insureds, with minimum limits of One Millon Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) aggregate; automobile liability with minimum limits of One Millon Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) annual aggregate, combined single limits; and workers' compensation insurance as required by California law.

Item 7.m

7. **SUSPENSION AND DEBARMENT**. CONTRACTOR agrees to comply with applicable federal debarment and suspension regulations in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp.) and 12689 (3 CFR Part 1989), in addition to the requirements set forth in 42 CFR Part 1001. CONTRACTOR certifies that there has been no applicable debarment,

disqualification, suspension, or removal from a federal, state, or local grant program at the time of the execution of this Agreement and that CONTRACTOR shall immediately notify COUNTY should such debarment or conviction occur during the term of the Agreement.

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

ATTEST

COUNTY OF MADERA

Chair, Board of Supervisors

Clerk, Board of Supervisors

MADERA COUNTY ECONOMIC DEVELOPMENT COMMISSION

Approved as to Legal Form:
COUNTY COUNSEL

By: Crystal M. Pizano
Digitally signed by: Crystal M. Pizano
DN: CN = Crystal M. Pizano email = cpizano@lozanosmith.com C = US O = LOZANO SMITH
Date: 2026.04.01 10:12:31 -07'00'

By: Kgallagh
(Signature)

KRISTINA GALLAGHER
(Print)

Title: EXECUTIVE DIRECTOR

ACCOUNT NUMBER(S)

Item 7.m

Item 7.m

EXHIBIT “A”

Madera County Economic Development Commission
Job Creation Services Program
July 2026 through June 2027

ORGANIZATION:	Madera County Economic Development Commission
ADDRESS:	2425 W. Cleveland, Suite 101 Madera, CA 93637
CONTRACT PERIOD:	July 1, 2026 – June 30, 2027
CONTRACT AMOUNT:	$241,337.61
CONTACT PERSON:	Kristina Gallagher, Director
TELEPHONE:	559-675-7768

SUMMARY OF SERVICES:

The objectives outlined in the 2026-2027 EDC Annual Activity Plan are intended to promote business retention, expansion, and attraction for the County of Madera. In addition, EDC will market the Department of Social Services (DSS) Expanded Subsidized Employment (ESE) Program to County businesses. The goal of the ESE program is to provide CalWORKs Welfare-To-Work participants with long-term and transitional employment opportunities with public, private, and non-profit jobs and contribute to the development of a trained workforce for the purpose of attracting and retaining employers. The objectives are broken down as follows:

CONTRACTOR RESPONSIBILITIES:

DEVELOPING MADERA COUNTY INTO A PREFERRED BUSINESS LOCATION

Item 7.m

1. CONTRACTOR will strive to create a business and economic environment conducive to business growth. These efforts will develop a foundation that will facilitate the development of local, existing businesses and transform Madera County into a preferred location for new businesses.
    a. Increase the Availability of Improved Industrial Properties
        i. Pursue all grant sources for industrial infrastructure construction
            1. Community Development Block Grant, Economic Development Administration (EDA), U.S. Department of Agriculture (USDA), etc.
        ii. Study the feasibility of pursuing loan funding for industrial infrastructure.

1. Infrastructure Bank, Rural Economic Development Infrastructure Program, Mello-Roos, USDA, etc.

iii. Consider the use of alternative financing and combination financing.

iv. Partner with COUNTY and Incorporated Cities in planning efforts to promote positive economic development.

b. Promote Business-Friendly Local and Statewide Government Practices and Fee Schedules

i. Track and influence legislation that affects economic development in Madera County.

ii. Encourage local government agencies to develop incentive packages for existing local businesses.

iii. Work with local government to establish a "Fast Track" permitting program with local agencies.

iv. Continue to meet with local businesses to offer retention and expansion efforts.

c. Assist in the Development of the Available Workforce

i. Promote the DSS Expanded Subsidized Employment (ESE) program to employers at workshops, conferences and meetings.

ii. Assist in the continued marketing of the ESE program that may include assisting in the development of or improvement of marketing tools.

iii. Complete the DSS referral form for employers who are interested in ESE and email the Employment and Training Worker (ETW) liaison.

iv. Add ESE information on CONTRACTOR's website and monthly newsletter, including testimonials from employers.

v. Continue CONTRACTOR's participation with the Madera County Workforce Investment Board and its partner agencies.

vi. Partner with Madera Community College Center and Madera Community College at Oakhurst to promote training and career technical education courses.

d. Facilitate the Availability of Financial Capital

Item 7.m

PROMOTE MADERA COUNTY AS A PREFERRED BUSINESS LOCATION

1. CONTRACTOR works to promote the advantages of locating a business in Madera County by networking with the national real estate community, site

selection consultants, and a targeted list of compatible businesses and industries.

a. Facilitate and expedite the relocation of new businesses to Madera County.

b. Continue assessment of available industrial and commercial properties.

c. Implement Cities of Madera, Chowchilla, and Madera County Marketing Plan.

EXPAND AND RETAIN BUSINESSES AND JOB OPPORTUNITES

1. CONTRACTOR prioritizes the retention of jobs throughout Madera County.

   a. Facilitate and expedite the expansion of existing businesses.

   b. Continue involvement with local Chambers of Commerce and other business organizations.

   c. Conduct visits with existing Madera County businesses.

   d. Promote existing incentives to local businesses.

   e. Facilitate the creation of a comprehensive incentives program for expanding local businesses.

   f. Assist existing businesses with regulatory climate issues.

   g. Refer businesses to local public institutions committed to workforce preparation.

   h. Participate in local business forums and job fairs.

   i. Avoid the loss of Madera County jobs by deferring the relocation of existing businesses.

   j. Provide administrative support for the Greater Madera County Industrial Association.

Item 7.m

ASSIST IN THE CREATION OF BUSINESSES AND JOB OPPORTUNITIES

1. The future of Madera County's corporate existence lies in the development of new business. Through in-house technical expertise and cooperation with other small business assistance programs, we are positioned to create a positive environment for entrepreneurs to start local businesses.

   a. Assist small businesses in business planning, financing, and marketing.

   b. Continue relationships with local and regional small business development organizations.

   c. Continue cooperation with local social service organizations with clients pursuing entrepreneurship and self-employment.

FACILITATE LOCAL AND REGIONAL COLLABORATION

1. Collaboration is key to ensuring innovative approaches to creating job opportunities.
    a. Establish more effective lines of communication among all CONTRACTOR partners and stakeholders
        i. Funding Agencies
        ii. Chambers of Commerce
        iii. Greater Madera County Industrial Association
        iv. Eastern Madera County Foundation
        v. Regional cooperative marketing organizations
            1. Central California Valley Economic Development Corporation
            2. Sierra San Joaquin Jobs Initiative
            3. Yosemite-Sierra Visitors Bureau
        vi. Statewide organizations
            1. California Association for Local Economic Development
            2. California Association of Recycling Market Development Zones
            3. Governor's Office of Economic Development
            4. Society of Industrial and Office Realtors
    b. Partner with education, training, and social services in developing systems that ensure the efficient delivery of employer services.
    c. Support the development of transportation infrastructure.
    d. Support the development of communication infrastructure.

Item 7.m

PROGRAM REPORTING AND OUTCOMES

1. CONTRACTOR will provide monthly activity reports attached hereto as Exhibit "A-1" to COUNTY, to the Madera County Department of Social Services (MCDSS) Administrative Analyst and a carbon copy (cc) to the mailbox DSS-Analysts@maderacounty.com by the 15th of the following month during program operation.
2. CONTRACTOR agrees to meet quarterly with COUNTY staff to review and discuss ongoing service delivery, submitted monthly activity reports, budget updates, and program outcomes.

COUNTY RESPONSIBILITIES:

1. COUNTY will assign an Employment and Training Worker (ETW) liaison to communicate with CONTRACTOR staff on ESE activities.

BUDGET SUMMARY:

1. COUNTY agrees to pay the CONTRACTOR as set forth in CONTRACTOR's budget proposal, a copy of which is attached hereto as Exhibit "B" and incorporated herein by reference.

CONTRACTOR shall send invoices each month to the MCDSS Administrative Analyst and a carbon copy (cc) to the mailbox DSS-Analysts@maderacounty.com no later than the fifteenth (15th) day of the month following each month that CONTRACTOR provides services to COUNTY under this Agreement. The invoices shall list the expenditures by line item for services provided during the billing period

Item 7.m

Item 7.m

EXHIBIT “A-1”

CalWORKs
MONTHLY ACTIVITY REPORT

ORGANIZATION: **Economic Development Commission**
SERVICES: **Job Creation Services**
CONTRACT NUMBER:
TERM PERIOD: **July 1, 2026 - June 30, 2027**
TERM AMOUNT:

Job Creation Services	7/1	YTD
1. No. of employers referred to DSS for ESE	0	0
2. No. of jobs created for CalWorks participants	0	0
3. No. of businesses developed with signed ESE Contracts	0	0
4. No. of grants pursued	0	0
5. No. of grants obtained	0	0
6. No. of businesses assisted in developing loan packages	0	0
7. No. of loan applications received	0	0
8. No. of loans approved	0	0
9. No. of project assistance requests	0	0
10. No. of businesses assisted with retention	0	0
11. No. of businesses assisted with expansion	0	0
12. No. of workshops conducted	0	0
13. No. of meetings attended	0	0
14. No. of clients assisted with business start up.	0	0
15. No. of conferences attended	0	0
16. No. of Marketing Missions attended	0	0
17. Business Assistance	0	0

COMMENTS: -

REPORT PREPARED BY: _____ DATE:

FOR COUNTY USE ONLY

REPORT REVIEWED BY: _____ DATE:

Item 7.m

Item 7.m

EXHIBIT “B”

Summary of Staff Time

EXHIBIT A

*Based on population

	County of Madera	City of Madera	City of Chowchilla	TOTAL
Business Assistance/Office Manager	50.76%	40.86%	8.38%	100%

** 5% to CDBG

Business Assistance/Office Manager						**CDBG 5%
Salary	$65,515.58	$31,592.92	$25,431.18	$5,215.70	$62,239.80	$3,275.78
Retirement	$4,913.67	$2,369.47	$1,907.34	$391.18	$4,667.99	$245.68
Employer Taxes	$5,011.94	$2,416.86	$1,945.48	$399.00	$4,761.34	$250.60
Workers Comp.	$350.00	$168.78	$135.86	$27.86	$332.50	$17.50
Medical	$21,474.22	$10,355.30	$8,335.65	$1,709.56	$20,400.51	$1,073.71
Dental	$500.00	$241.11	$194.09	$39.81	$475.00	$25.00
Vision	$100.00	$48.22	$38.82	$7.96	$95.00	$5.00
Life/LTD	$350.00	$168.78	$135.86	$27.86	$332.50	$17.50
		$47,361.44	$38,124.28	$7,818.93	$93,304.64	$4,910.77
Business Development/Mkting Manager						
Salary	$53,812.50	$27,315.23	$21,987.79	$4,509.49	$53,812.50	
Retirement	$4,035.93	$2,048.64	$1,649.08	$338.21	$4,035.93	
Employer Taxes	$4,116.66	$2,089.62	$1,682.07	$344.98	$4,116.66	
Workers Comp	$300.00	$152.28	$122.58	$25.14	$300.00	
Medical	$15,406.52	$7,820.35	$6,295.10	$1,291.07	$15,406.52	
Dental	$350.00	$177.66	$143.01	$29.33	$350.00	
Vision	$75.00	$38.07	$30.65	$6.29	$75.00	
Life/LTD	$300.00	$152.28	$122.58	$25.14	$300.00	
		$39,794.12	$32,032.85	$6,569.64	$78,396.61	
Executive Director						
Salary	$148,511.96	$ 75,384.67	$ 60,681.99	$ 12,445.30	$148,511.96	
Retirement	$11,138.40	$ 5,653.85	$ 4,551.15	$ 933.40	$11,138.40	
Employer Taxes	$11,361.17	$ 5,766.93	$ 4,642.17	$ 952.07	$11,361.17	
Workers Comp	$2,500.00	$ 1,269.00	$ 1,021.50	$ 209.50	$2,500.00	
Medical	$20,285.62	$ 10,296.98	$ 8,288.70	$ 1,699.93	$20,285.62	
Dental	$500.00	$ 253.80	$ 204.30	$ 41.90	$500.00	
Vision	$100.00	$ 50.76	$ 40.86	$ 8.38	$100.00	
Life/LTD	$600.00	$ 304.56	$ 245.16	$ 50.28	$600.00	
		$98,980.55	$79,675.84	$16,340.76	$194,997.15	
		$186,136.11	$149,832.97	$30,729.33	$366,698.40	

Item 7.m

Item 7.m

EXHIBIT “B-1”

EDC Projected Expenses (Exhibit B)		County of Madera	City of Madera	City of Chowchilla	TOTAL
Staff Salaries/Other Compensation		134,292.82	108,100.96	22,170.48	264,564.26
Staff Benefits/Taxes		51,843.29	41,732.01	8,558.84	102,134.14
Subtotal		186,136.11	149,832.97	30,729.33	366,698.40
Operating Expenses % to be applied		50.76%	40.86%	8.38%	100%
Audit	5,700	2,893.32	2,329.02	477.66	5,700.00
Auto Expense/Travel	3,500	1,776.60	1,430.10	293.30	3,500.00
Conference/Training	3,500	1,776.60	1,430.10	293.30	3,500.00
Staff Expense	2,500	1,269.00	1,021.50	209.50	2,500.00
Insurance/Surety Bonds	2,350	1,192.86	960.21	196.93	2,350.00
Office Supplies	2,000	1,015.20	817.20	167.60	2,000.00
Office Rent	26,000	13,197.60	10,623.60	2,178.80	26,000.00
Organizational Dues	1,500	761.40	612.90	125.70	1,500.00
Postage	250	126.90	102.15	20.95	250.00
Newsletter	2,000	1,015.20	817.20	167.60	2,000.00
Printing	250	126.90	102.15	20.95	250.00
Publications/Directories	1,700	862.92	694.62	142.46	1,700.00
Repairs/Maintenance	3,500	1,776.60	1,430.10	293.30	3,500.00
Telephone	3,500	1,776.60	1,430.10	293.30	3,500.00
Utilities	5,300	2,690.28	2,165.58	444.14	5,300.00
Commission Expense	200	101.52	81.72	16.76	200.00
Equipment Rental	3,000	1,522.80	1,225.80	251.40	3,000.00
Marketing	42,000	21,319.20	17,161.20	3,519.60	42,000.00
	108,750.00	55201.5	44435.25	9,113.25	108,750.00
TOTAL Fiscal Year 26/27		241,337.61	194,268.22	39,842.58	475,448.40
		County of Madera	**City of Madera**	**City of Chowchilla**	

Item 8.a

BOARD OF SUPERVISORS
COUNTY OF MADERA

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DAVID ROGERS, District No. 2
ROBERT L. POYTHRESS, District No. 3
LETICIA GONZALEZ, District No. 4
BOBBY MACAULAY, District No. 5

ROBERT MACAULAY, CHAIR
KAREN SCRIVNER, CHIEF CLERK TO THE BOARD

BOARD LETTER & MINUTE ORDER

MEETING DATE: April 14, 2026

AGENDA #

DEPARTMENT:
BOS-015585: COUNTY CLERK RECORDER/REGISTRAR OF VOTERS

DEPARTMENT CONTACT:	**PLACEMENT**	**DOC. ID #**
Jacquelyn Luna	DISCUSSION	BOS-015585

PREVIOUS BOARD ACTION(S):
N/A

BOARD ACTING AS:	**VOTE REQ.**
BOARD OF SUPERVISORS	N/A

This Section is reserved for Clerk of the Board's Office Use Only

BOARD'S ACTION:

COTB – Choose Motion Result.
COTB – Enter Vote Results.

Processed By: Clerk Name – COTB Use Only.

RECOMMENDED ACTION:

Presentation of a Proclamation recognizing April 13-24, 2026 as California High School Voter Education Week.

BACKGROUND SUMMARY / FISCAL IMPACT:

DISCUSSION:

California Education Code section 49040(a) designates the last two full weeks in April and September as High School Voter Education Weeks. This provides an opportunity for high schools and their students to partner with county elections officials to promote civic education and participation. As elections officials prepare for local elections and the June 2, 2026, Primary Election, now is a great time to encourage students to preregister to vote, consider poll working opportunities, and become engaged and active in their communities.

California Secretary of State Shirley N. Weber, Ph.D., in partnership with California Superintendent of Public Instruction Tony Thurmond, issued a letter encouraging all California high schools to participate in High School Voter Education Weeks, April 13-24, 2026.

This initiative is designed to raise civic awareness among high school students and encourage eligible students ages 16 and 17 to preregister to vote so their registration becomes active when they turn 18. Since California launched its preregistration program in 2016, nearly 1.5 million students have preregistered to vote, resulting in more than 1.1 million eligible voters.

FISCAL IMPACT:

No Fiscal Impact.

STRATEGIC FOCUS AREAS
- Focus Area 1: Community

ATTACHMENTS:

1. PROCLAMATION

Item 8.a

BOARD OF SUPERVISORS

Proclamation

California High School Voter Education Week

April 13-24, 2026

WHEREAS, Madera County's Board of Supervisors and County Clerk-Recorder/Registrar of Voters are committed to strengthening democracy by encouraging voter registration and increasing participation in all elections by all eligible Californians; and

WHEREAS, young people play a critical role in our democracy by helping to choose the people who will lead us and by voicing their opinions on the issues that are important to them; and

WHEREAS, 16- and 17-year-olds can pre-register to vote and then automatically become active voters once they turn 18; and

WHEREAS, high schools are encouraged to offer voter registration to eligible students with links to the state's online voter registration application through the school website or other electronic communications; and

WHEREAS, high school administrators are encouraged to name one or more students as voter outreach coordinators to encourage student voter registration during High School Voter Education Weeks; and

WHEREAS, high schools are invited to participate in the 2026 California Student Mock Election hosted by the California Secretary of State scheduled for September 9, 2026; and

WHEREAS, students are encouraged to participate in our democracy through civics and voter education programs, working as poll workers, and by encouraging their peers, family members and community to register to vote and participate in elections.

NOW, THEREFORE, BE IT PROCLAIMED, the Madera County Board of Supervisors and the Madera County Clerk-Recorder/Registrar of Voters encourage all Madera County High Schools to participate in California High School Voter Education Week, April 13-24, 2026

Robert Macaulay, Chair
Supervisor District 5

Jordan Wamhoff
Supervisor District 1

David Rogers
Supervisor District 2

Robert Poythress
Supervisor District 3

Leticia Gonzalez
Supervisor

BOARD OF SUPERVISORS

Proclamation

Item 8.b

BOARD OF SUPERVISORS
COUNTY OF MADERA

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MEMBERS OF THE BOARD

JORDAN WAMHOFF, District No. 1
DAVID ROGERS, District No. 2
ROBERT L. POYTHRESS, District No. 3
LETICIA GONZALEZ, District No. 4
BOBBY MACAULAY, District No. 5

ROBERT MACAULAY, CHAIR
KAREN SCRIVNER, CHIEF CLERK TO THE BOARD

BOARD LETTER & MINUTE ORDER

MEETING DATE: April 14, 2026

AGENDA #

DEPARTMENT:
BOS-015575: BOARD OF SUPERVISORS DEPARTMENT

DEPARTMENT CONTACT:	**PLACEMENT**	**DOC. ID #**
Tatiana Echevarria	DISCUSSION	BOS-015575

PREVIOUS BOARD ACTION(S):
6/6/2023 Presentation/Update by MVCD

BOARD ACTING AS:	**VOTE REQ.**
BOARD OF SUPERVISORS	N/A

This Section is reserved for Clerk of the Board's Office Use Only

BOARD'S ACTION:

COTB – Choose Motion Result.
COTB – Enter Vote Results.

Processed By: Clerk Name – COTB Use Only.

RECOMMENDED ACTION:

Presentation and update from the Madera County Mosquito & Vector Control District.

BACKGROUND SUMMARY / FISCAL IMPACT:

DISCUSSION:

See attached Presentation

FISCAL IMPACT:

N/A

CONNECTION TO THE COUNTY OF MADERA STRATEGIC PLAN:

STRATEGIC FOCUS AREAS
- Focus Area 1: Community

ATTACHMENTS:

1. Presentation

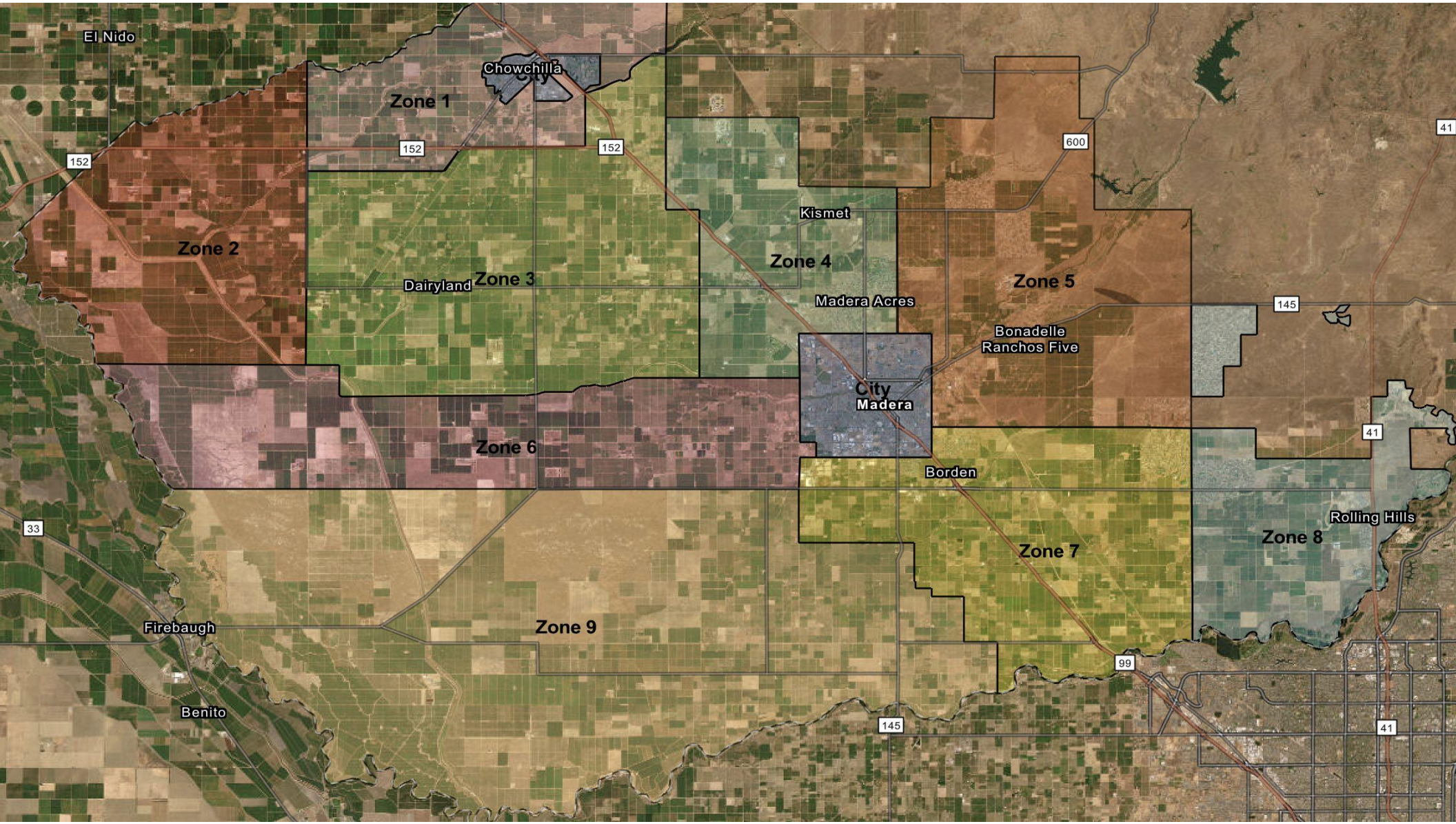
Madera County Mosquito & Vector Control District Updates

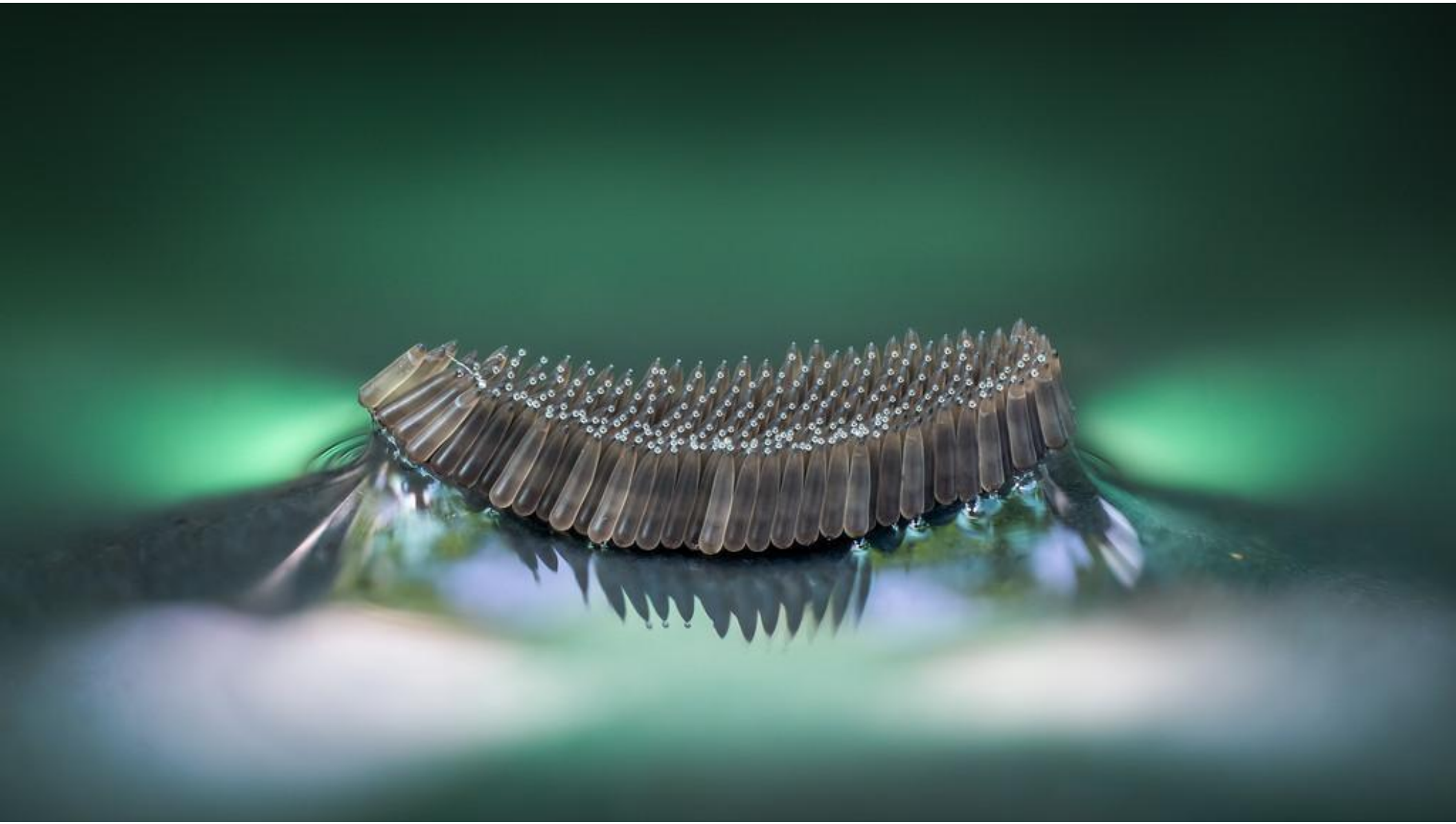
What is the MCMVCD?

- Established in 1947

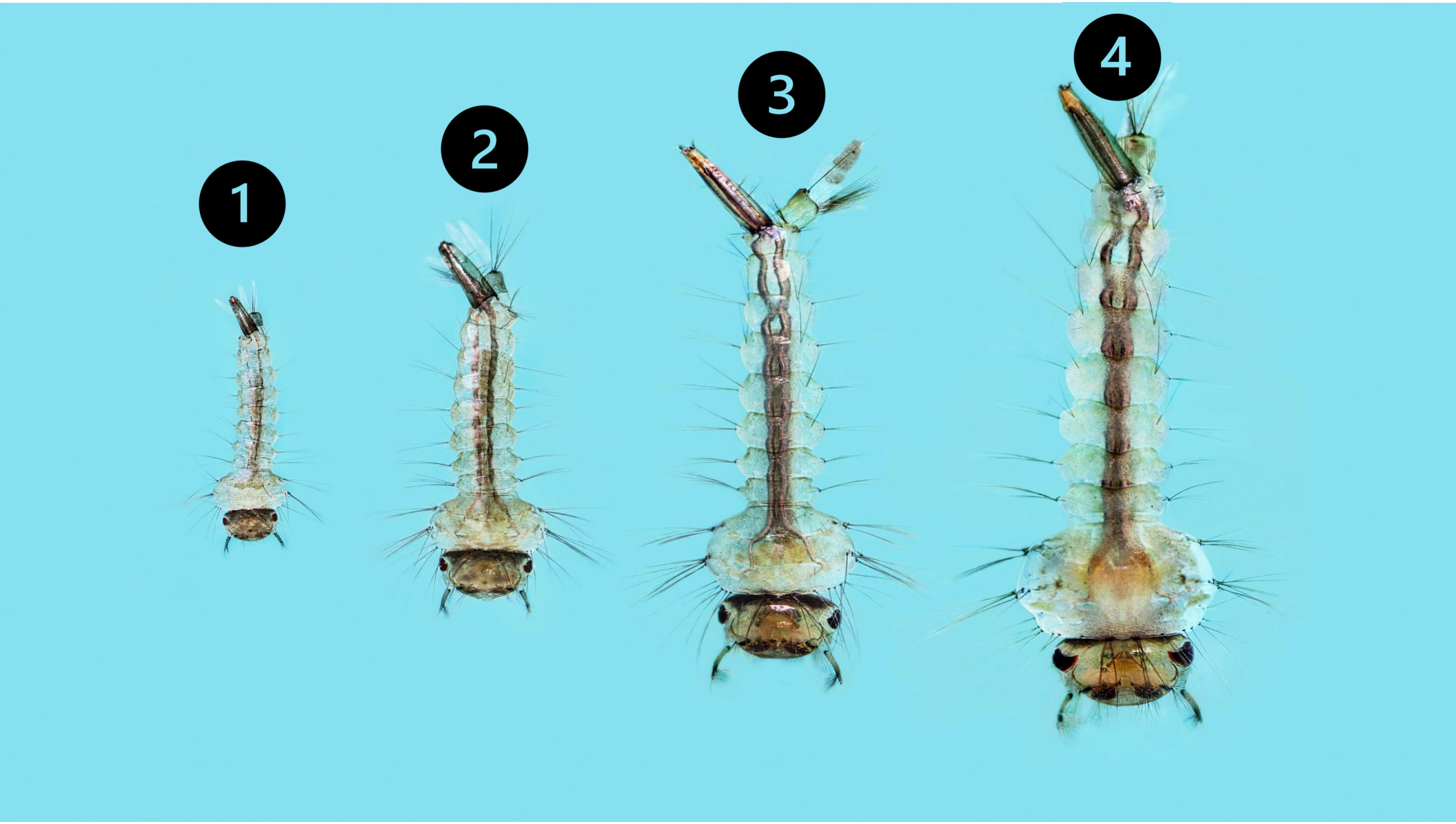
- Public entity dedicated to the mitigation of arthropod-borne viruses

Item 8.b


El Nido
Chowchilla
Zone 1
152
152
152
Zone 2
Dairyland
Zone 3
Kismet
Zone 4
600
Zone 5
Madera Acres
Bonadelle
Ranchos Five
145
41
City
Madera
Zone 6
41
Borden
Rolling Hills
Zone 8
33
Zone 7
Firebaugh
Zone 9
99
Benito
145
41



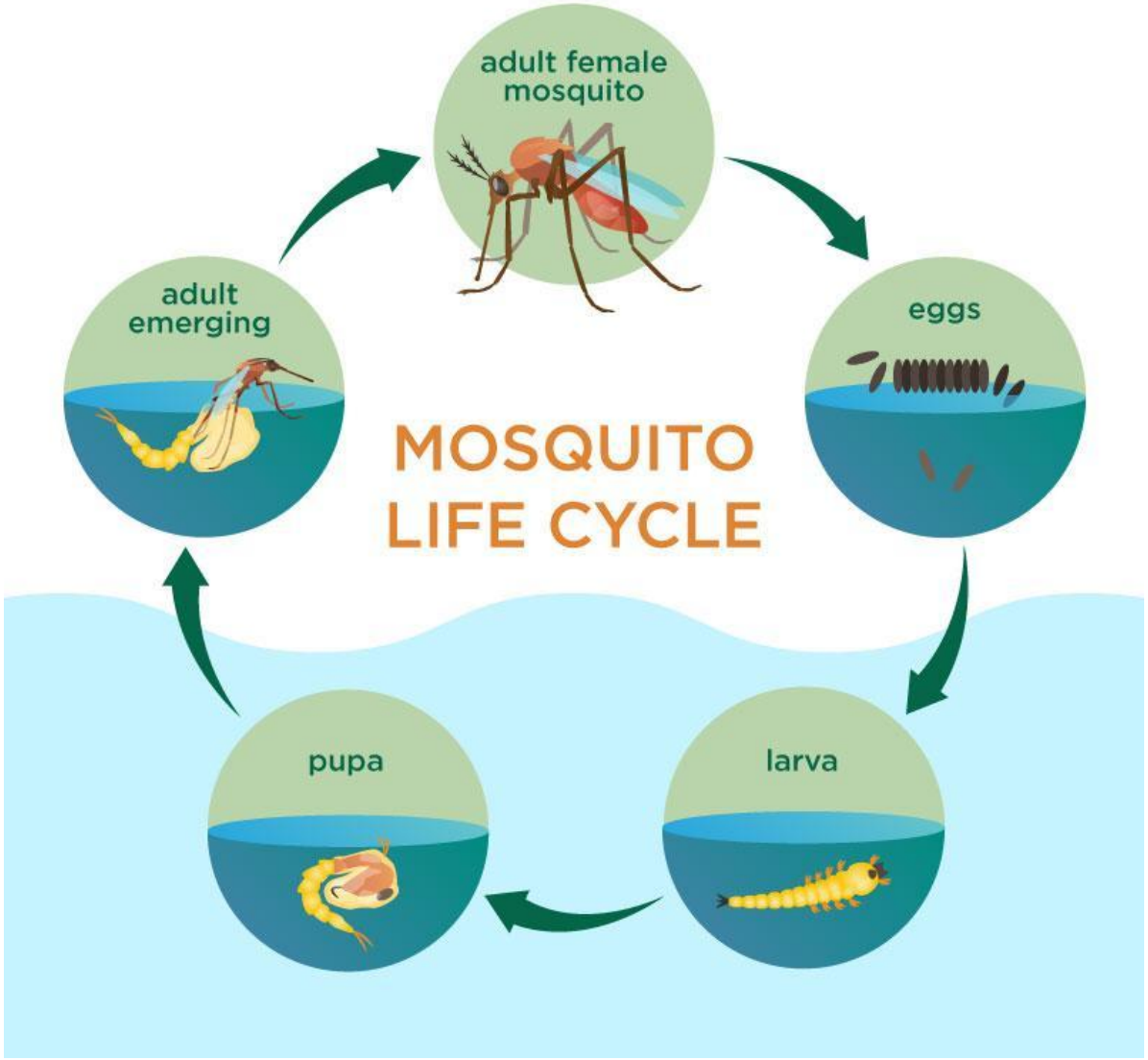



1
2
3
4

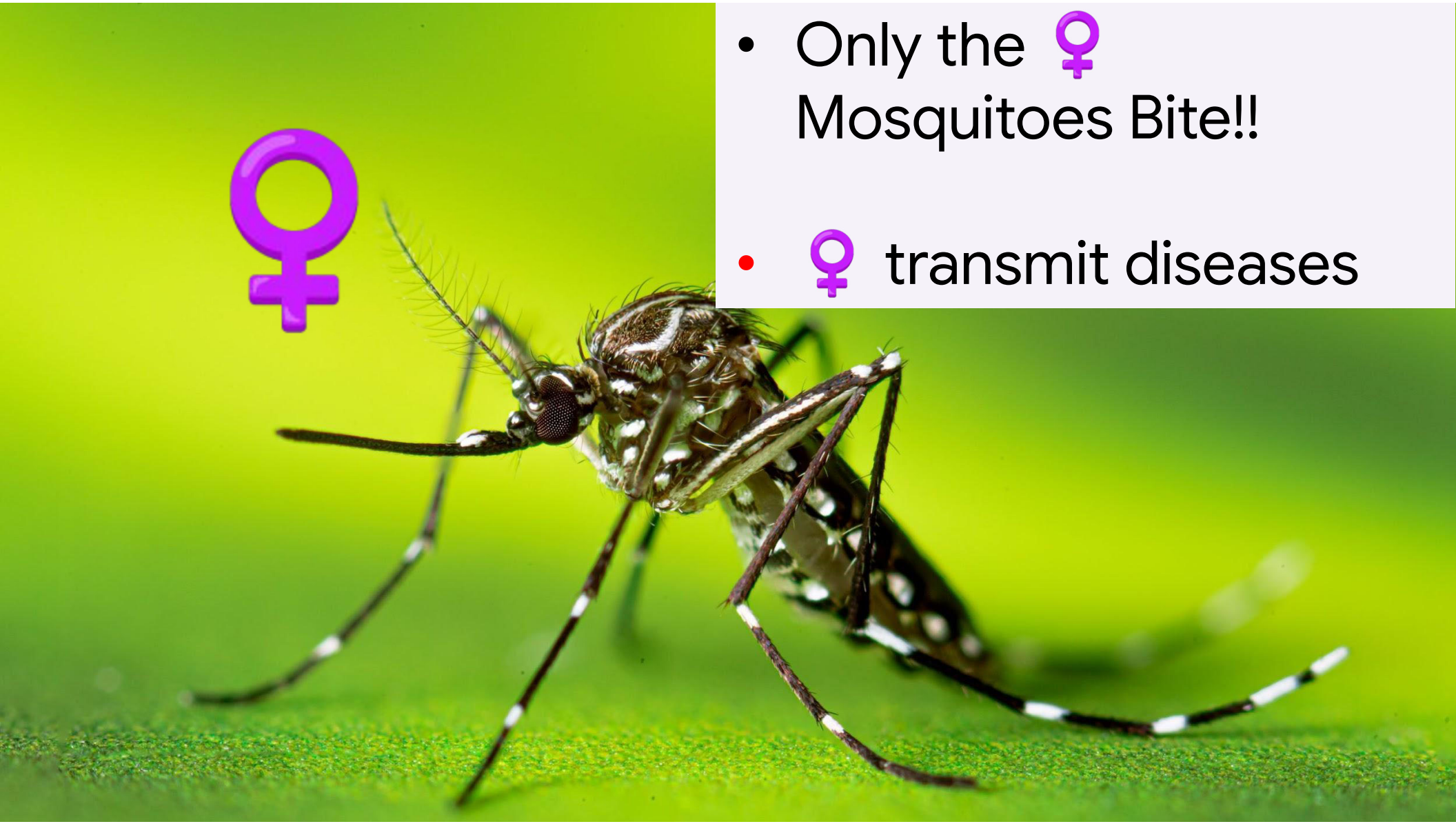

4/2/2026
MOSQUITO PUPA 7

Item 8.b




adult female mosquito
eggs
larva
pupa
adult emerging
MOSQUITO LIFE CYCLE

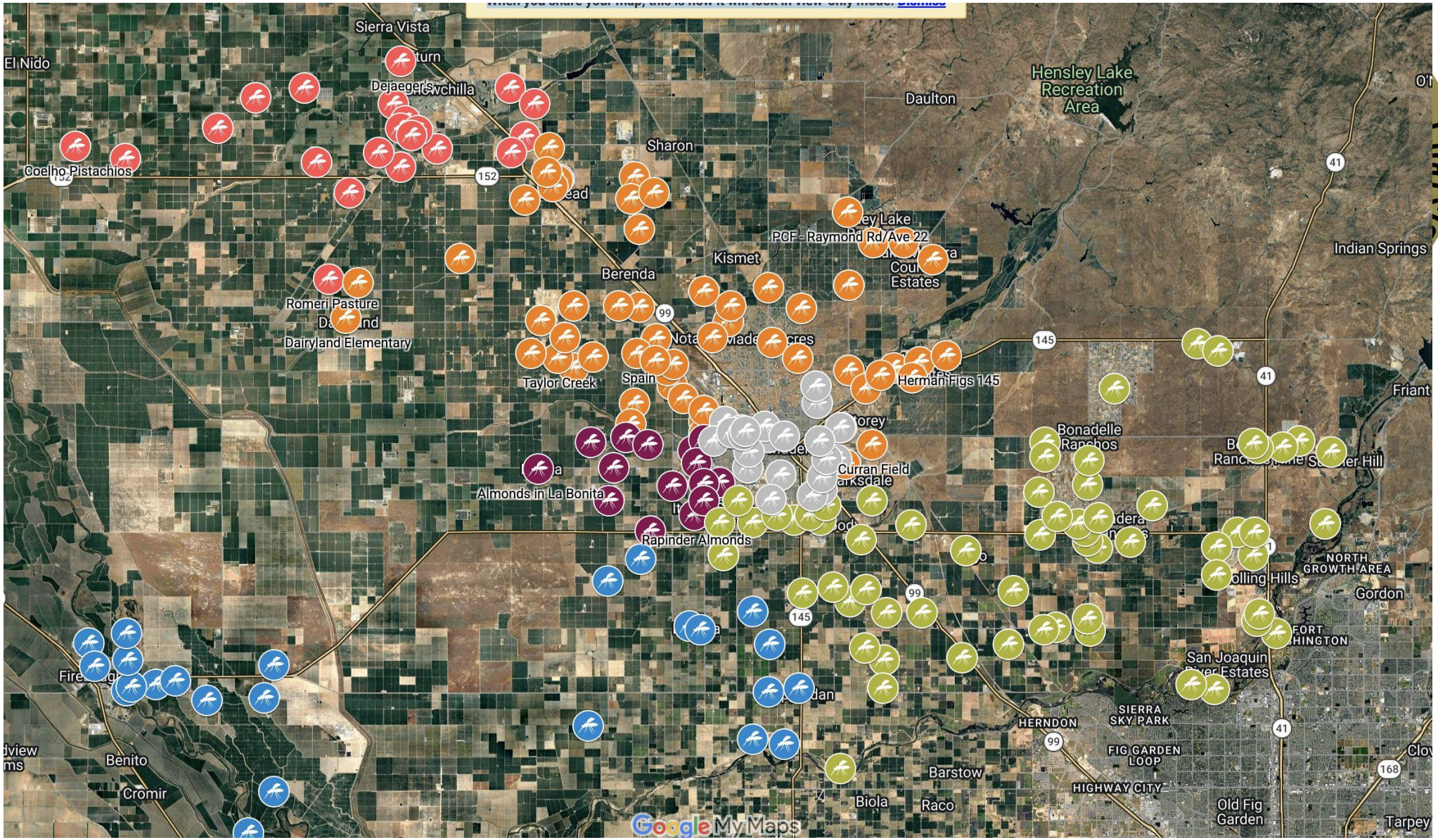



♀
• Only the ♀ Mosquitoes Bite!!
• ♀ transmit diseases

Item 8.b

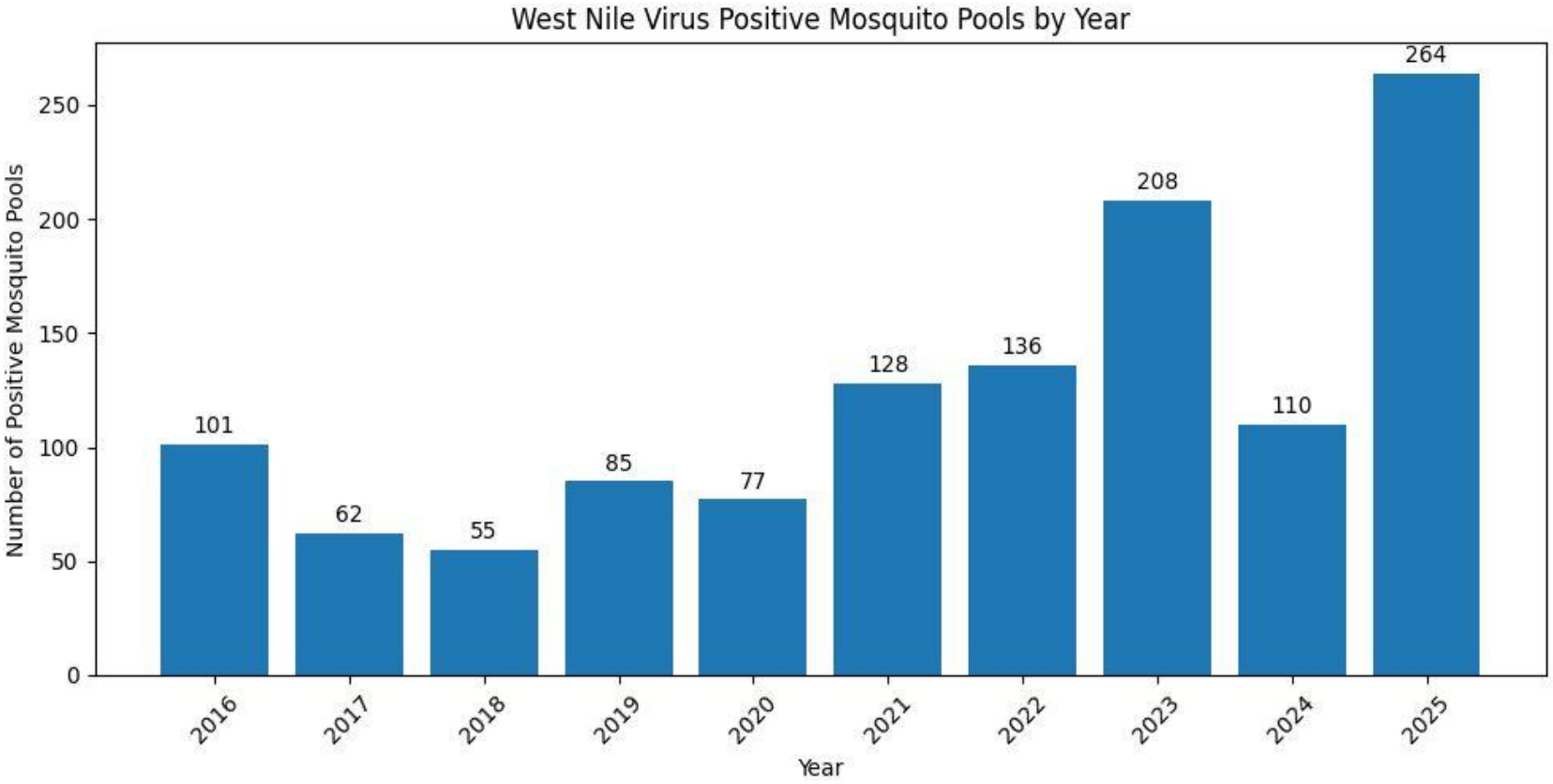


Item 8.b

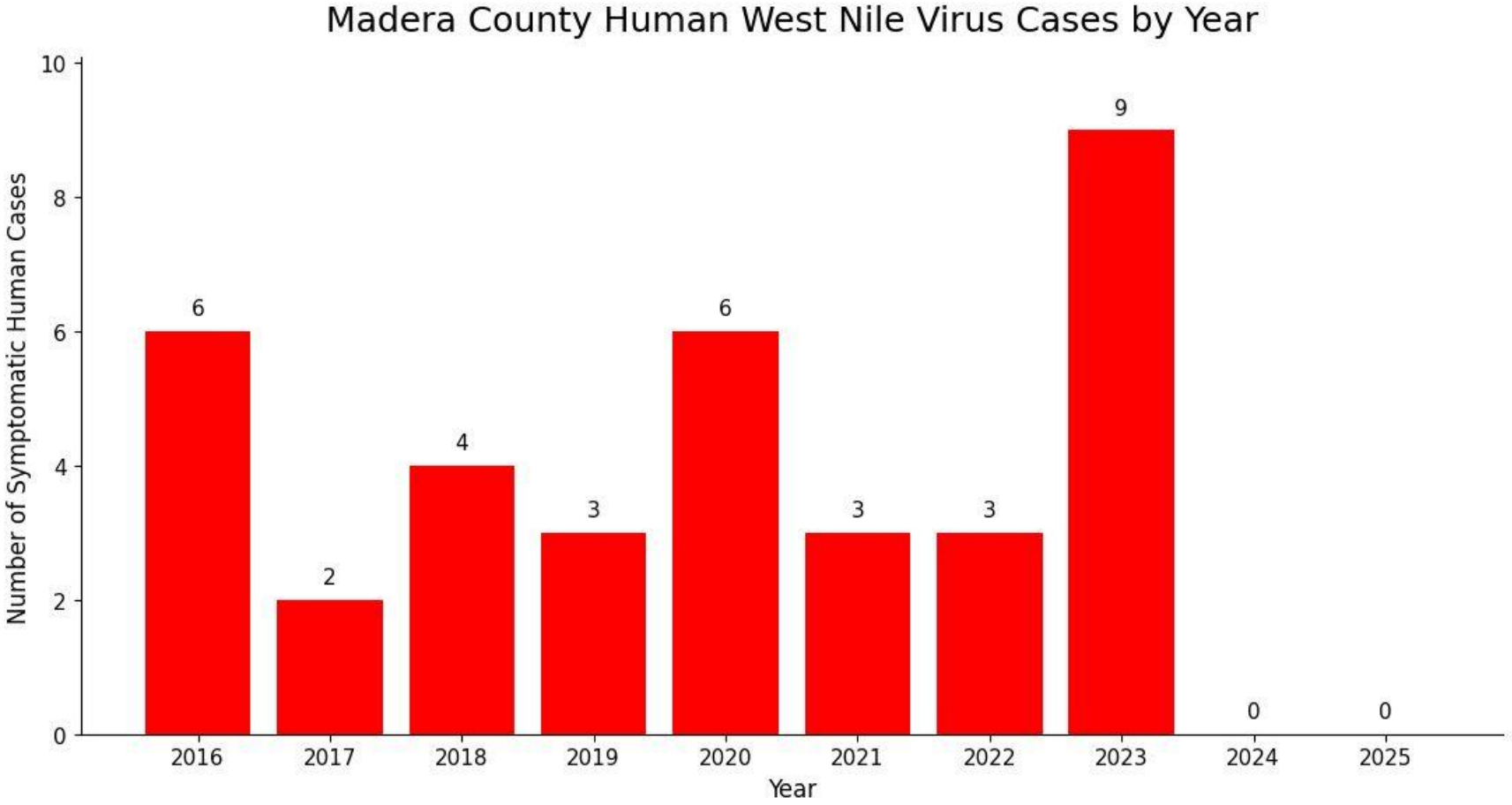

Sierra Vista
El Nido
Dejaeger
Daulton
Hensley Lake Recreation Area
Coelho Pistachios
Sharon
Kismet
Berenda
PCF - Raymond Rd/Ave 22
Indian Springs
Romeri Pasture
Dairyland Elementary
Taylor Creek
Herman Figs 145
Friant
Bonadelle Ranchos
Curran Field
Almonds in La Bonita
Rapinder Almonds
NORTH GROWTH AREA
Gordon
San Joaquin
HERNDON
SIERRA SKY PARK
FIG GARDEN LOOP
HIGHWAY CITY
Barstow
Biola
Raco
Old Fig Garden
Tarpey
Benito
Cromir
Google My Maps


NW

Item 8.b


West Nile Virus Positive Mosquito Pools by Year
Number of Positive Mosquito Pools
Year
0
50
100
150
200
250
101
62
55
85
77
128
136
208
110
264
2016
2017
2018
2019
2020
2021
2022
2023
2024
2025

Item 8.b


Madera County Human West Nile Virus Cases by Year
Number of Symptomatic Human Cases
Year
0
2
4
6
8
10
2016
2017
2018
2019
2020
2021
2022
2023
2024
2025
6
2
4
3
6
3
3
9
0
0

Item 8.b


AirClean 600 PCR Workstation
UVTect CONTROLLER


QuantStudio

Item 8.b



"Yellow Fever Mosquito"
Aedes aegypti

- First detected in Madera, CA in 2013
- Preference for blood feeding on humans
- Transmit dengue, chikungunya, zika, and yellow fever viruses





"Yellow Fever Mosquito"
Aedes aegypti

- **"Skip Oviposit"**
  - **Lay their eggs separately in different sources**

- **Eggs can survive extended periods without water**



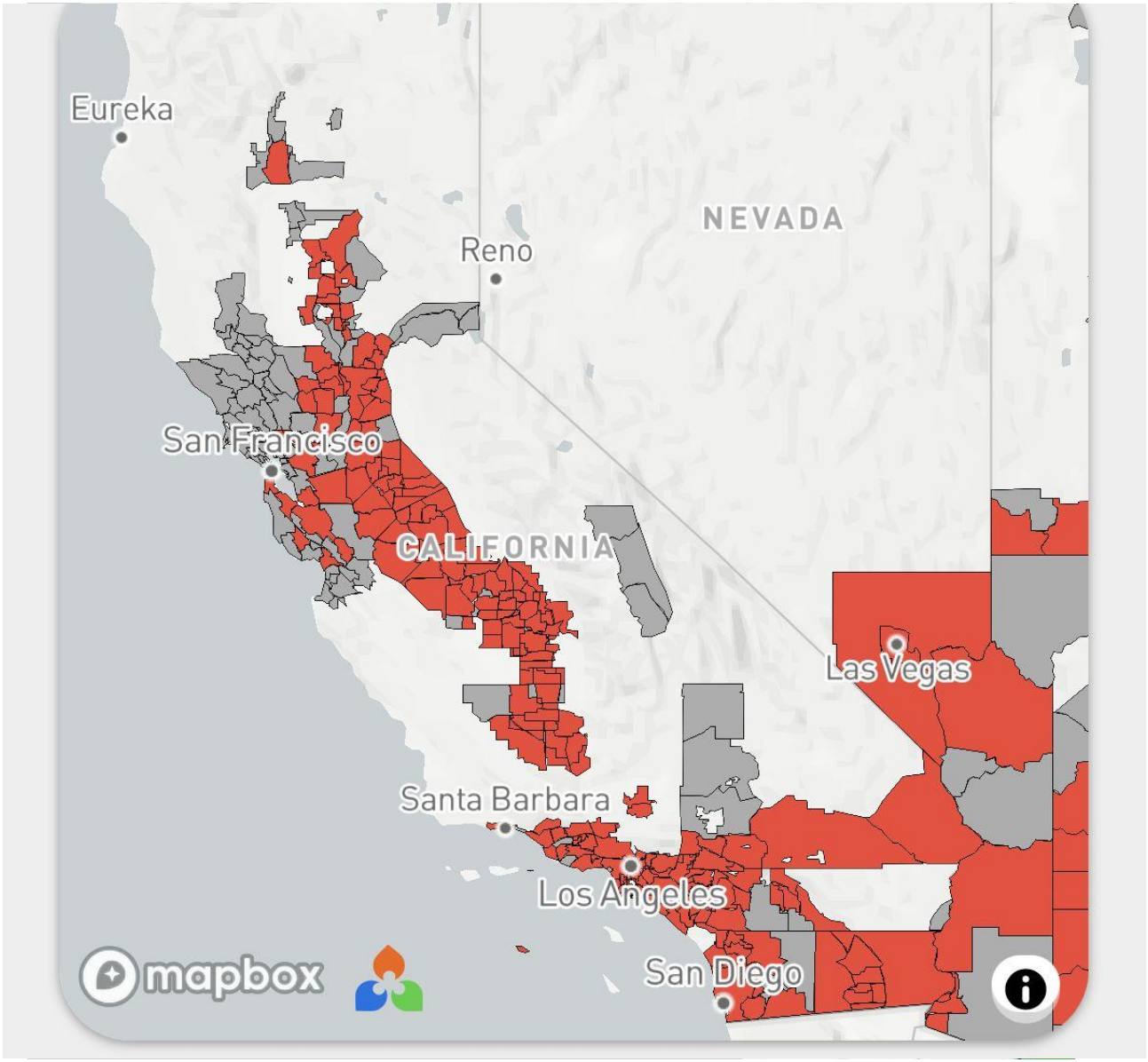
Aedes aegypti

2014

- Proposition 218 - $15.81 per parcel

Prop 218 Results

FAILED TO PASS


Eureka
NEVADA
Reno
San Francisco
CALIFORNIA
Las Vegas
Santa Barbara
Los Angeles
San Diego
mapbox

LOCAL NEWS ›

First locally acquired case of dengue virus discovered in Pasadena

KCAL NEWS

By Danielle Radin
October 20, 2023 / 6:09 PM PDT / KCAL News



More from CBS News

Monterey Park gathers for its Lunar New Year Festival a year after deadly mass...



Mayor Bass in Las Vegas to campaign for Biden ahead of Nevada Primary



Dog bites send record number of people to emergency room



4 arrested for organized retail theft in Antelope Valley



Fu

- W

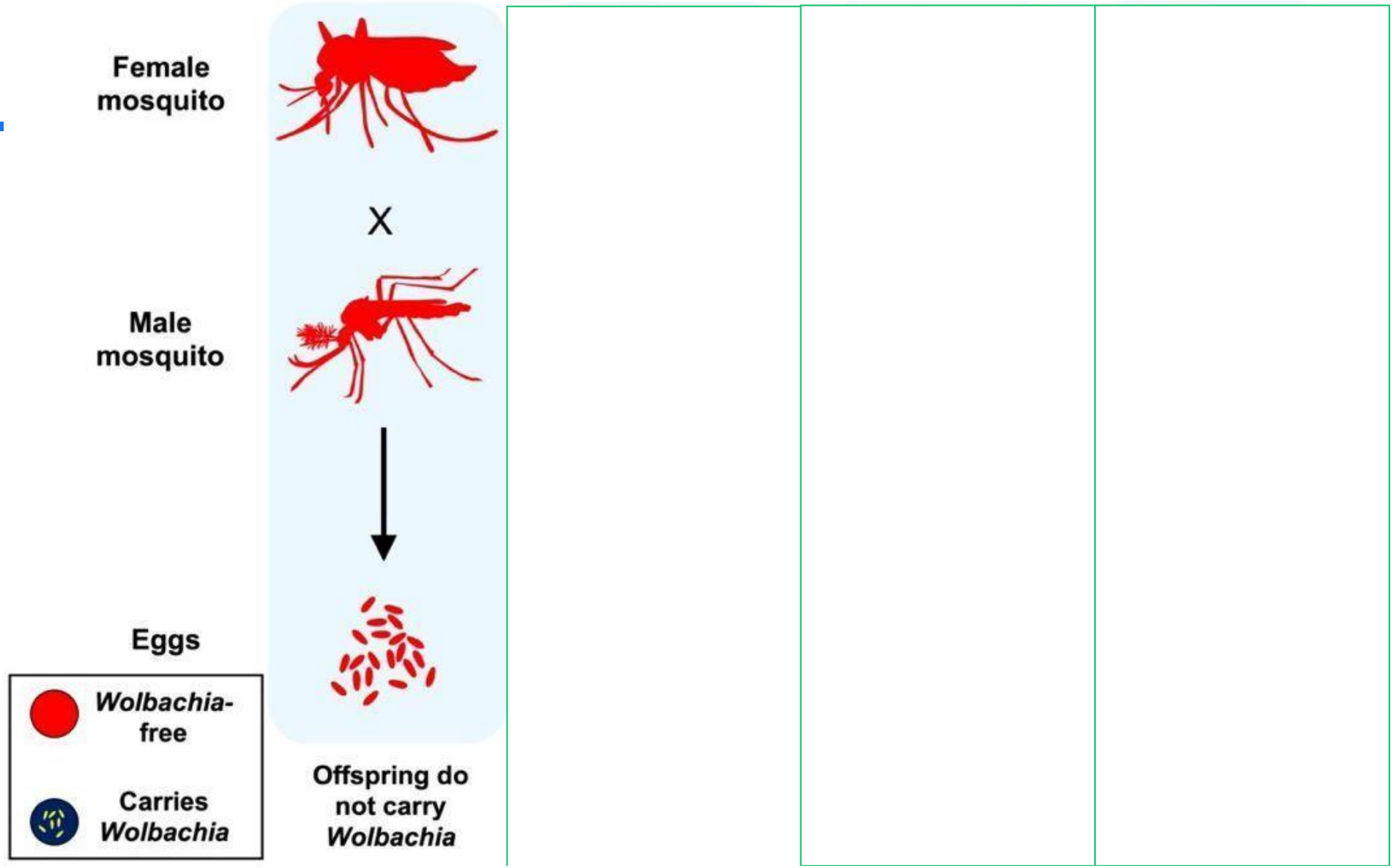


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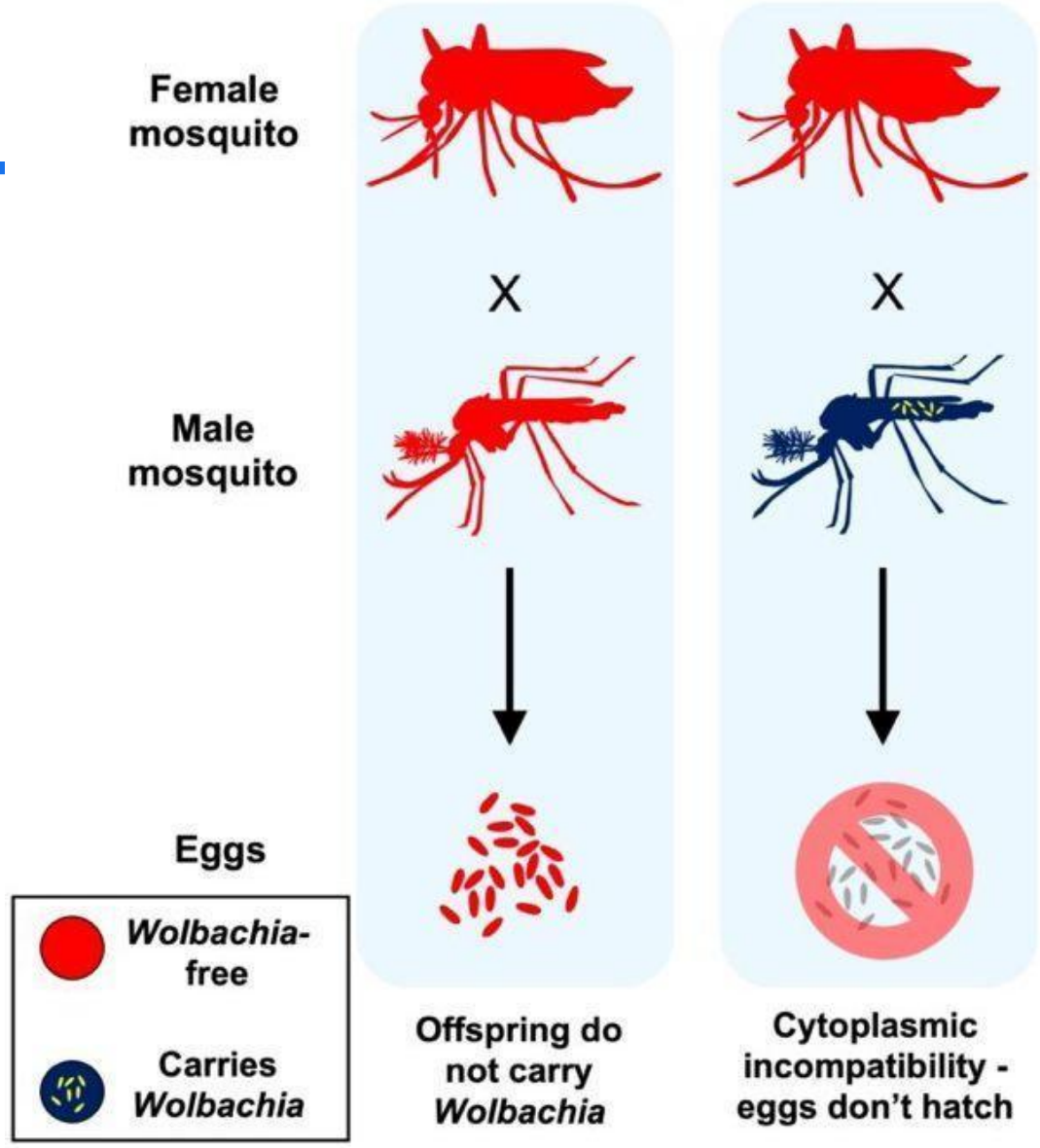
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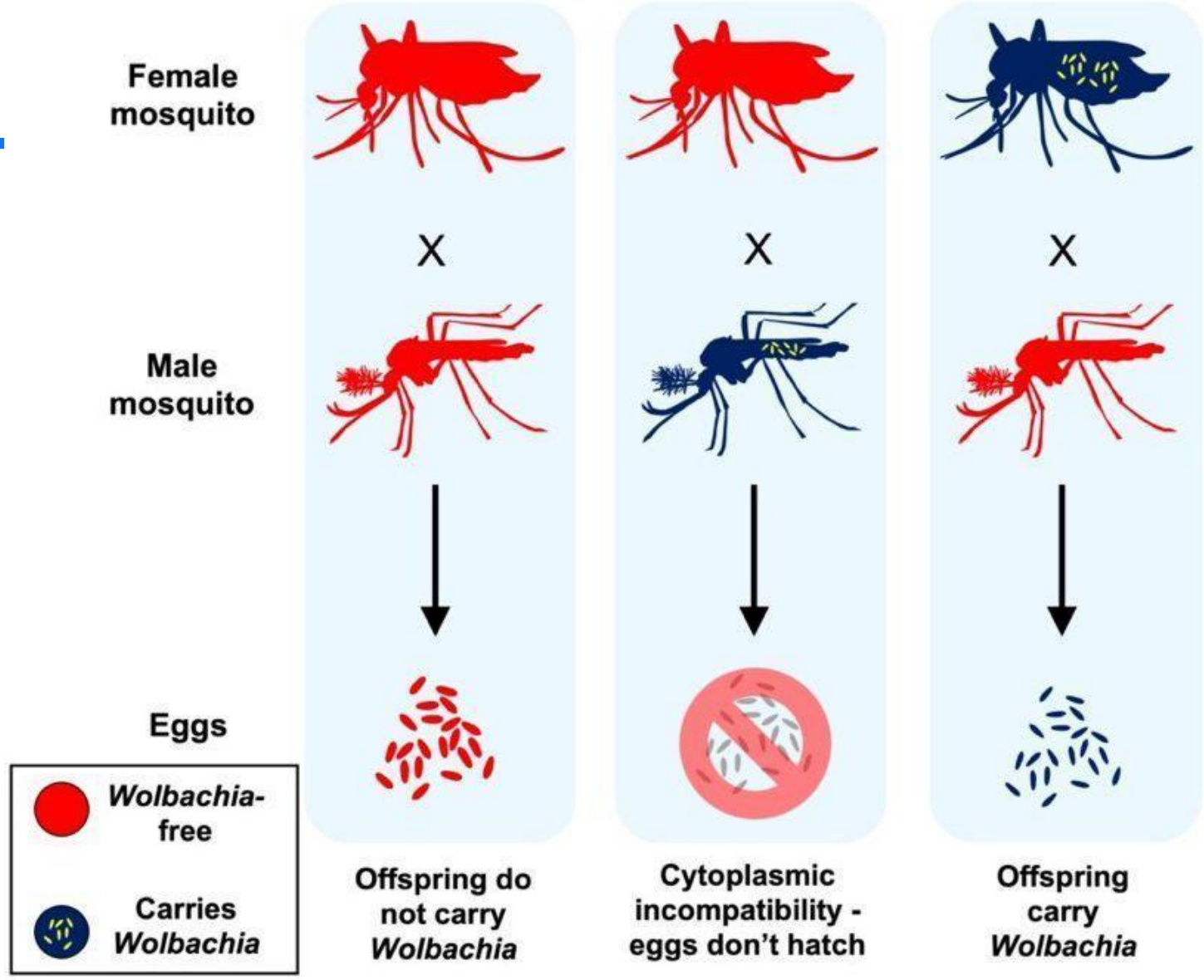
Item 8.b

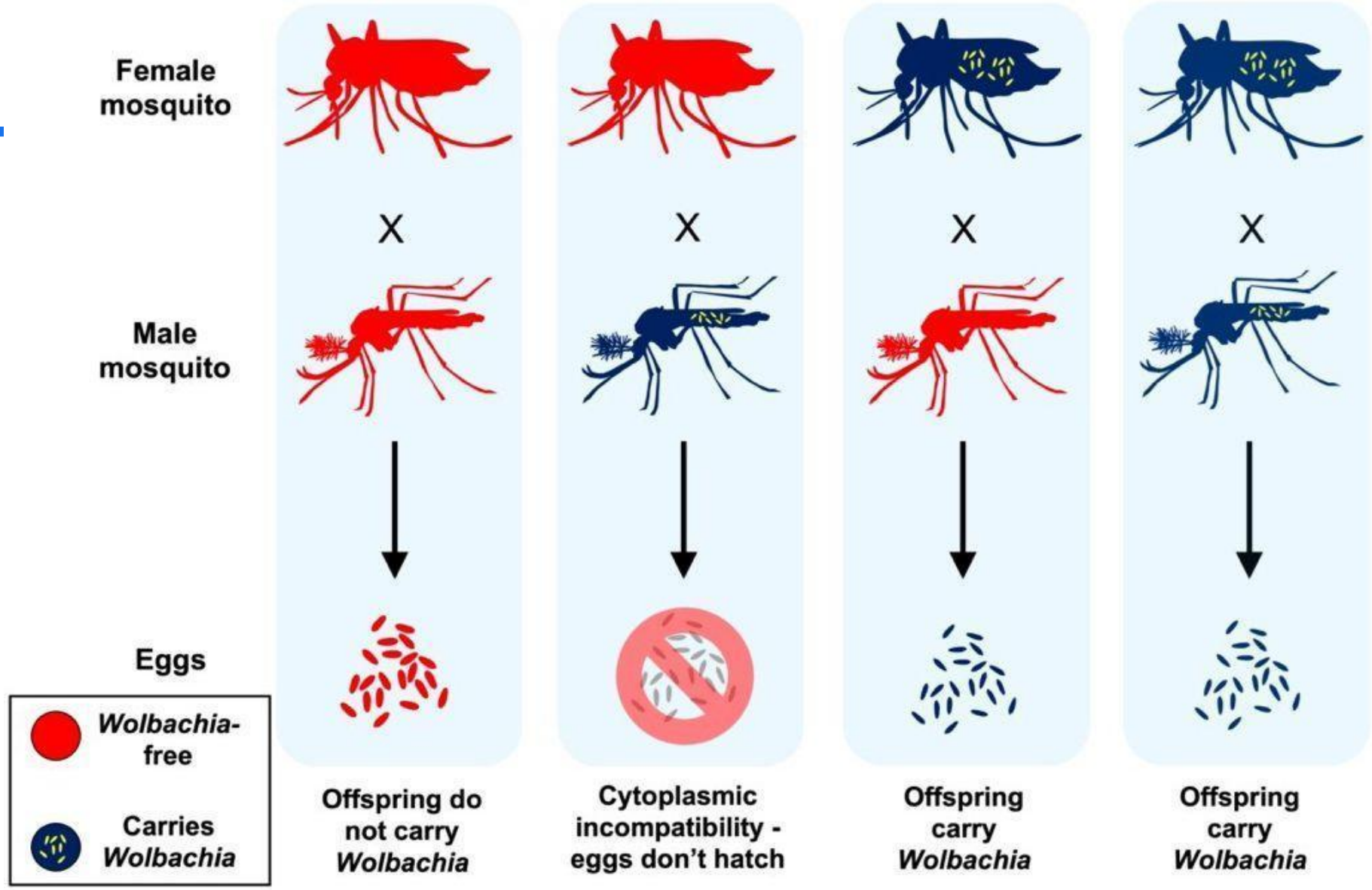

Female mosquito
X
Male mosquito
Eggs
Wolbachia-free
Carries Wolbachia
Offspring do not carry Wolbachia

Item 8.b


Female mosquito
X
X
Male mosquito
Eggs
Wolbachia-free
Carries Wolbachia
Offspring do not carry Wolbachia
Cytoplasmic incompatibility - eggs don't hatch

Item 8.b


Female mosquito
Male mosquito
Eggs
X
X
X
Wolbachia-free
Carries Wolbachia
Offspring do not carry Wolbachia
Cytoplasmic incompatibility - eggs don't hatch
Offspring carry Wolbachia


Female mosquito
Male mosquito
Eggs
X
X
X
X
Wolbachia-free
Carries Wolbachia
Offspring do not carry Wolbachia
Cytoplasmic incompatibility - eggs don't hatch
Offspring carry Wolbachia
Offspring carry Wolbachia

Questions??
??



Item 8.c

BOARD OF SUPERVISORS
COUNTY OF MADERA

Agendas available: www.MaderaCounty.com
YouTube Videos: Madera County Boards & Commissions

MEMBERS OF THE BOARD

JORDAN WAMHOFF, District No. 1
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BOBBY MACAULAY, District No. 5

ROBERT MACAULAY, CHAIR
KAREN SCRIVNER, CHIEF CLERK TO THE BOARD

BOARD LETTER & MINUTE ORDER

MEETING DATE: April 14, 2026

AGENDA #

DEPARTMENT:
BOS-015647: PUBLIC WORKS DEPARTMENT/ENGINEERING SERVICES DIVISION

DEPARTMENT CONTACT:	**PLACEMENT**	**DOC. ID #**
Alexandria Rodriguez	CONSENT	BOS-015647

PREVIOUS BOARD ACTION(S):
N/A

BOARD ACTING AS:	**VOTE REQ.**
BOARD OF SUPERVISORS	3/5

This Section is reserved for Clerk of the Board's Office Use Only

BOARD'S ACTION:

COTB – Choose Motion Result.
COTB – Enter Vote Results.

Processed By: Clerk Name – COTB Use Only.

RECOMMENDED ACTION:

Consideration of entering into an Agreement with Baker Mini LP for the Derrel's Mini Storage development project and authorize the Chair to sign.

BACKGROUND SUMMARY / FISCAL IMPACT:

DISCUSSION:

In February 2025, the County Planning Commission approved Conditional Use Permit (CUP) #2024-013, permitting Derrel's Mini Storage to construct a mini-storage and RV storage facility. The project site encompasses approximately 20.12 acres and is located at the northeast corner of Road 39 ½ and Avenue 12.

A Traffic Impact Study (TIS) conducted for the project found no significant impacts to traffic operations at nearby key intersections. As a condition of approval, the project must complete off-site roadway improvements along Road 39 ½ and Avenue 12 adjacent to the site. Required improvements include curb and gutter installation, sidewalks, street lighting, pavement widening and striping, signage, landscaping, and drainage enhancements

The developer has requested approval to defer the construction of certain required off-site improvements identified in the Derrel's #86 Exhibit, attached as Exhibit "A" to the Improvement Agreement.

CONNECTION TO THE COUNTY OF MADERA STRATEGIC PLAN:

STRATEGIC FOCUS AREAS
Focus Area 6: Infrastructure

ATTACHMENTS:

1. Improvement Agreement

MADERA COUNTY CONTRACT NO. _____
(Improvement Agreement)

THIS AGREEMENT is made and entered into this ____ day of _____ 2026, by and between the COUNTY OF MADERA, a political subdivision of the State of California, hereinafter "COUNTY," and Baker Mini LP, a California limited partnership c/o Derrel's Mini Storage, hereinafter "DEVELOPER."

RECITALS

A. On February 4, 2025, COUNTY approved Conditional Use Permit 2024-013 (the "Conditional Use Permit") to construct a mini storage/RV storage. The property described therein is located on the northeast corner of Road 39-1/2 and Avenue 12 (no situs), Madera ("Property");

B. The DEVELOPER requests to defer a portion of the construction of improvements depicted in the Derrel's #86 Exhibit, attached hereto and incorporated herein as **Exhibit "A;"** and

C. COUNTY is willing to enter into this Agreement as requested by DEVELOPER on the terms and conditions set forth in this Agreement.

AGREEMENT

1. IMPROVEMENTS

1.01 Improvements to be constructed. In accordance with the requirements set forth herein, DEVELOPER, at its own cost and expense, shall construct those improvements imposed by the COUNTY as conditions of approval TR-2, TR-5, and TR-7 of the Conditional Use Permit ("Improvements").

1.02 Manner of Construction. The Improvements shall be designed, engineered, installed, erected, and constructed pursuant to the procedures and

standards contained in the Title 11 (Streets and Sidewalks) of the Madera County Code; the plans, specifications, and profiles approved by Public Works; and the additional criteria set forth in **Exhibit "B."** COUNTY acknowledges and agrees that it has approved the plans, specifications, and profiles for the Improvements in compliance with these criteria.

1.03 Compliance with Laws. DEVELOPER shall fully comply with all federal, state, and local laws, ordinances, and regulations, in the performance of this Agreement. DEVELOPER shall, at its own cost and expense, obtain all necessary permits and licenses necessary to construct the Improvements, give all necessary notices, and pay all fees and taxes required by law.

1.04 Payments. DEVELOPER agrees that it will pay, when due, all those furnishing labor or materials in connection with the Improvements.

1.05 Inspection and Approval of Work. The Improvements shall be subject to inspection by the Public Works Director, or his designee, as appropriate for the particular category of Improvements, subject to the following terms and procedures:

1.03.1 Timing of Inspections. Inspection of Improvements shall be performed within a reasonable time after DEVELOPER provides written notice (which may be via e-mail) to Public Works Department, as appropriate, at the following address:

Public Works Department
Attention: Director
200 WEST 4th Street
Madera, Ca 93637

1.03.2 Reasonable Satisfaction Standard. All Improvements shall be completed to the reasonable satisfaction of the Public Works Director, or his designee, as appropriate for the particular Improvements.

1.03.3 Certificates of Completion. When the Public Works Director, or his designee, determine that particular Improvements have been satisfactorily completed, he shall promptly file a certificate (the "Certificate of Completion") with the Clerk of the Board of Supervisors ("Board"). The Certificate of Completion shall state the following information:

(a) The nature of the Improvement(s);

(b) The date of inspection;

(c) The name of the inspector; and

(d) A statement that the Improvement(s) have been satisfactorily completed and are thereby approved.

1.03.4 Acceptance by Board Supervisors. If COUNTY's Board finds that the facts in a Certificate of Completion filed by Public Works are true and correct, then it shall accept such Improvements and immediately record a notice of the foregoing action(s) (the "Notice of Acceptance") in the Office of the County Recorder.

1.06 Time of Completion. When new development in the area necessitates roadway expansion, the County will provide written notice to the Developer that the remaining improvements are required to accommodate the increased traffic volumes in the area. All deferred Improvements must be completed within eighteen (18) months of the Developer receiving the County's notice, unless the County and the Developer agree in writing to extend that period.

1.04.1 No Breach Due to COUNTY's Failure to Accept Incomplete Improvements. DEVELOPER acknowledges that acceptance of the Improvements by the Board is conditioned upon DEVELOPER's satisfactory completion thereof. Accordingly, it is mutually agreed by and between the parties that the failure of the COUNTY's Board to accept Improvements not completed within the time set forth herein shall not constitute a breach of this Agreement by the COUNTY.

1.04.2 Reasonable Notice. To allow sufficient time to complete the prerequisites for acceptance of the applicable Improvements by the COUNTY's Board, the DEVELOPER shall request the Certificate of Completion required under Section 1.03.3 no less than thirty (30) days before the requested issuance date of the certificate.

2. GUARANTEE AGAINST DEFECTS

2.01 Inspection for Defects. COUNTY expressly reserves the right to inspect the Improvements for defective workmanship or materials for a period of one (1) year after acceptance of the Improvements by the COUNTY's Board. The DEVELOPER agrees that it will not hinder, obstruct, or prevent such inspections by COUNTY. This Section 2.01 shall not be construed as inhibiting, preventing, or limiting any inspections otherwise required by law to be made by COUNTY or any other public entity, public agency, public utility, or employees thereof, subsequent to the expiration of the one (1) year period stated herein.

2.02 Guarantee Against Defects. For a period of one (1) year after acceptance of the Improvements by COUNTY's Board, the DEVELOPER whose contractor performs Improvements guarantees such Improvements against defective workmanship or materials furnished in the performance of this Agreement. The

DEVELOPER agrees to correct, repair, or replace promptly upon demand by COUNTY all such defective work or materials as may be discovered by COUNTY inspectors within such one (1) year period and reported to COUNTY's Board.

3. INSURANCE

3.01 Workers' Compensation Insurance. At all times during construction pursuant to this Agreement, and any extensions thereof, DEVELOPER shall secure and maintain, and shall cause its architects, engineers, and contractors to secure and maintain workers' compensation insurance as required by the laws of the State of California.

3.02 Comprehensive Liability Insurance. At all times during the term of this Agreement, any extension thereof, and for one (1) year after acceptance of the entirety of the Improvements, DEVELOPER shall secure and maintain a policy of comprehensive liability insurance in a form and with an insurance company satisfactory to the COUNTY. Such insurance policy shall include the COUNTY, its Board, officers, and employees as additional named insureds.

3.03 Policy Limits. The minimum policy limits of the comprehensive liability insurance shall be Combined Bodily Injury and Property Damage: One Million Dollars ($1,000,000.00) per person or occurrence.

3.04 Certificate of Insurance. Prior to commencing any work pursuant to this Agreement, DEVELOPER shall file with the Clerk of the Board certificate(s) of insurance stating the policy coverage amounts and the named insureds.

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4. RELATIONSHIP OF THE PARTIES

4.01 Independent Contractors. The parties to this Agreement are independent contractors and are not agents, employees, officers, or servants of the other. It is intended by the Agreement only that the COUNTY will permit DEVELOPER to complete the Improvements.

4.02 Hold Harmless and Indemnification. Each party agrees to defend and hold harmless the other party from any and all loss or liability arising from the death or injury of any person, or damage to real or personal property caused by the indemnifying party or its agent or employee. Without limiting the mutuality of the foregoing, DEVELOPER agrees to hold harmless, defend, and indemnify COUNTY, its Board, officers, and employees from every claim, demand, suit, loss, and damage arising from any of the following that occurs during the construction of the Improvements:

(a) Any act, omission, neglect, or fault of DEVELOPER, except to the extent resulting from the negligence or willful misconduct of the COUNTY, its Board, officers, or employees.

(b) Any injury to, or death of, any person or damage to any property sustained while on the real property immediately adjacent to such property, or upon any street or highway running through such property or immediately adjacent property.

(c) Any injury to, or death of any person, or damage to, the property of DEVELOPER, or its agents, engineers or contractors, or their employees.

(d) Any damage to or taking of any property arising from said plans, specifications, or profiles, or arising from the construction of the Improvements provided for in this Agreement.

5. REMEDIES

Any remedies set forth in this Agreement shall not be exclusive. The COUNTY reserves the right to any legal, equitable, or summary remedy to which it may be entitled to enforce the provisions of this Agreement. Without limiting the generality of the foregoing, if the Improvements are not completed by the applicable deadline, the COUNTY may complete any unfinished Improvements and recover the cost thereof from the DEVELOPER.

6. OTHER TERMS

6.1 Counterparts; Electronically Transmitted Signatures. This Agreement may be executed in counterparts, and each of the counterparts may be considered an original document. In addition, if any party sends facsimile-transmitted signed documents, or signed documents which have been electronically scanned and transmitted by e-mail, the other party is authorized to rely upon such documents as if they bore original signatures.

6.2 Partial Invalidity/Severability. If any term or provision of this Agreement shall be deemed to be invalid or unenforceable to any extent, the remainder of this

Agreement will not be affected thereby, and each remaining term and provision of this Agreement will be valid and be enforced to the fullest extent permitted by law.

6.3 Waivers. No waiver of any breach of any provision contained herein will be deemed a waiver of any proceeding or succeeding breach thereof or of any other provision contained herein. No extension of time for performance of any obligation or act will be deemed an extension of time for which performance of any other obligation or act except those of the waiving party, which will be extended by a period of time equal to the period of the delay.

6.4 Entire Agreement. This Agreement, including all recitals and Exhibits attached hereto and all of DEVELOPER's entitlements referred to herein, constitutes the entire contract between the parties hereto with respect to the subject matter hereof and may not be modified except by an instrument in writing signed by the party to be charged.

6.5 Neither Party Deemed Drafter. Both parties have been represented by counsel and have participated in drafting the terms and provisions of this Agreement and neither party shall be deemed the drafter should a dispute arise as to the interpretation of any of the terms and provisions. Unless otherwise indicated, the ordinary and plain meaning of the words and phrases of this Agreement shall be given effect.

6.6 Governing Law. The parties hereto expressly agree that this Agreement will be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.

6.7 Recovery of Expenses. If any action is brought for the enforcement or interpretation of this Agreement or because of an alleged dispute, breach, default, or misrepresentation in connection with any other provision of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and other costs incurred in said action, in addition to any other relief to which the prevailing party may be entitled.

6.8 Authority to Sign. Each person signing this Agreement on behalf of a party declares that he or she has authority to sign on behalf of that respective party.

6.9 Saving Clause. If any portion of this Agreement becomes illegal, null or void, unenforceable, or against public policy for any reason, or is held by any court of competent jurisdiction to be illegal, null or void, unenforceable, or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in full force and effect to the fullest extent permissible by law, unless such partial enforcement would be inequitable under the circumstances (in which case the parties' rights shall be equitably adjusted).

6.10 Non-Exclusive Terms. Non-exclusive terms such as "including," "such as," "for example," and "e.g." list examples only, and are not intended to precede an exhaustive list of situations in which a clause applies. Such terms have the same meaning as the phrase "including, without limitation."

6.11 Further Assurances. The parties promptly shall execute and deliver all additional documents, instruments, notices, and other assurances, and shall do all other acts and things reasonably necessary in connection with the performance of their respective obligations under this Agreement and to carry out its intent.

6.12 Time of the Essence. Time is of the essence in the performance of the parties' respective obligations under this Agreement.

(Signatures follow on next page)

EXHIBIT "A"

Derrel's #86 Exhibit

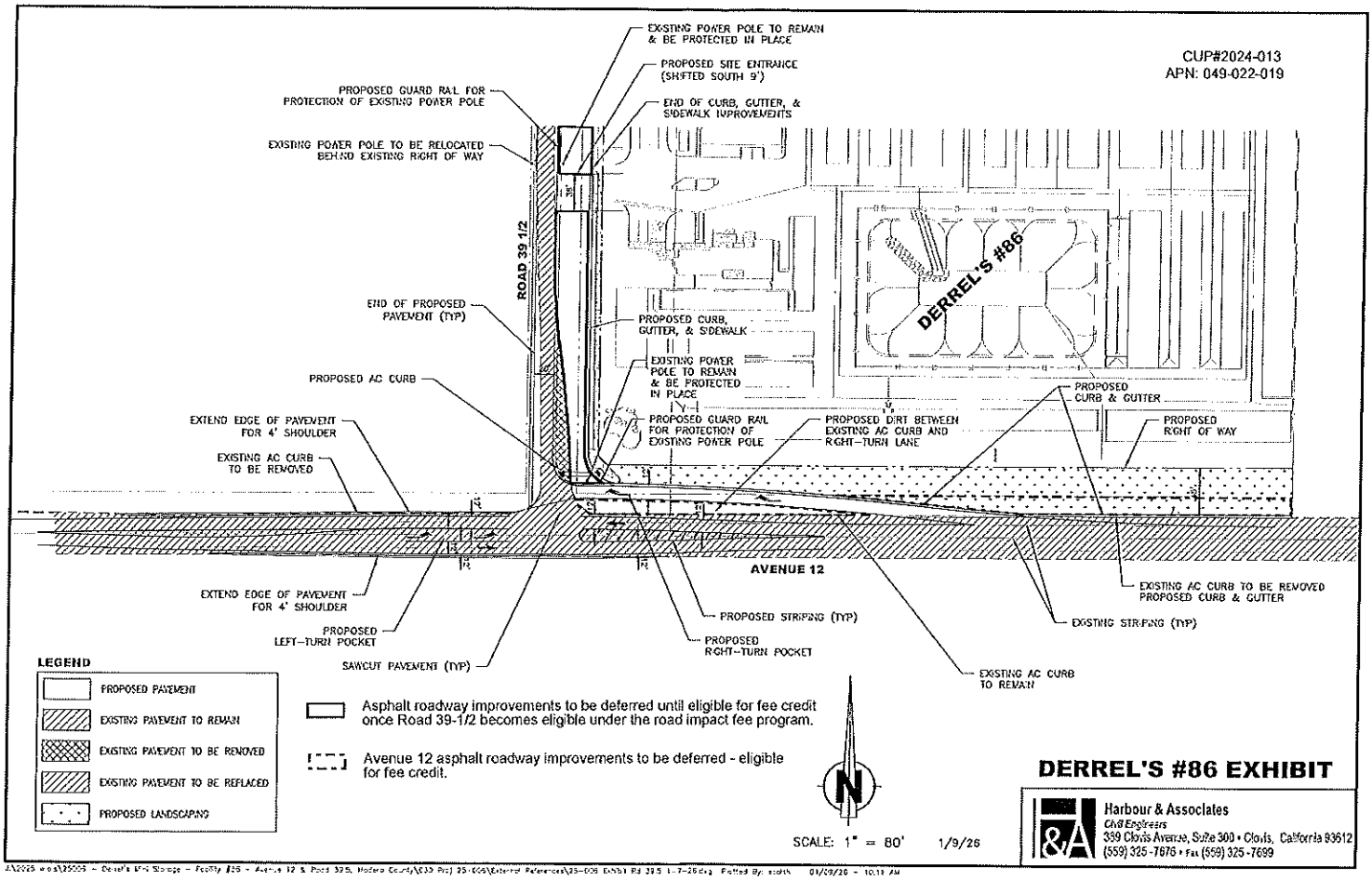

CUP#2024-013
APN: 049-022-019
EXISTING POWER POLE TO REMAIN & BE PROTECTED IN PLACE
PROPOSED SITE ENTRANCE (SHIFTED SOUTH 9')
END OF CURB, GUTTER, & SIDEWALK IMPROVEMENTS
PROPOSED GUARD RAIL FOR PROTECTION OF EXISTING POWER POLE
EXISTING POWER POLE TO BE RELOCATED BEHIND EXISTING RIGHT OF WAY
ROAD 39 1/2
DERREL'S #86
END OF PROPOSED PAVEMENT (TYP)
PROPOSED CURB, GUTTER, & SIDEWALK
EXISTING POWER POLE TO REMAIN & BE PROTECTED IN PLACE
PROPOSED AC CURB
PROPOSED CURB & GUTTER
EXTEND EDGE OF PAVEMENT FOR 4' SHOULDER
EXISTING AC CURB TO BE REMOVED
PROPOSED GUARD RAIL FOR PROTECTION OF EXISTING POWER POLE
PROPOSED DIRT BETWEEN EXISTING AC CURB AND RIGHT-TURN LANE
PROPOSED RIGHT OF WAY
AVENUE 12
EXTEND EDGE OF PAVEMENT FOR 4' SHOULDER
EXISTING AC CURB TO BE REMOVED PROPOSED CURB & GUTTER
PROPOSED STRIPING (TYP)
EXISTING STRIPING (TYP)
PROPOSED LEFT-TURN POCKET
PROPOSED RIGHT-TURN POCKET
SAWCUT PAVEMENT (TYP)
EXISTING AC CURB TO REMAIN
LEGEND
PROPOSED PAVEMENT
EXISTING PAVEMENT TO REMAIN
EXISTING PAVEMENT TO BE REMOVED
EXISTING PAVEMENT TO BE REPLACED
PROPOSED LANDSCAPING
Asphalt roadway improvements to be deferred until eligible for fee credit once Road 39-1/2 becomes eligible under the road impact fee program.
Avenue 12 asphalt roadway improvements to be deferred - eligible for fee credit.
N
SCALE: 1" = 80'
1/9/26
DERREL'S #86 EXHIBIT
Harbour & Associates
Civil Engineers
339 Clovis Avenue, Suite 300 • Clovis, California 93612
(559) 325-7676 • Fax (559) 325-7699

EXHIBIT "B"

Additional Development Criteria and Conditions

This **Exhibit "B"** is part of Madera County Contract No. _____ (Improvement Agreement) (together with the other exhibits and attachments thereto, the "Agreement") between the COUNTY OF MADERA (the "County") and Baker Mini LP., a California limited partnership ("Developer"). Capitalized terms not defined in this Exhibit have the meanings set forth in the main text of the Agreement (the "Main Text").

The following additional requirements apply with respect to the Improvements:

1. Street design, including, but not limited to, street widths, alignments, grades, intersection configurations, and street lighting shall be designed and constructed per either: (1) the Madera County design standards and specifications; or (2) Caltrans, AASHTO, or the adopted Specific Plans; and (3) Conditions of Approval.

2. Roadway improvements shall be constructed and completed to twenty-five feet (25') beyond the property's driveway location. Utility service must be available to serve such parcel.

3. Prior to any road construction where such construction is proposed within a public right-of-way, the Developer will apply for an Encroachment Permit at the Public Works Department. These permits must be obtained and approved prior to commencing any construction and must adhere to all of the conditions and requirements as stated in the Encroachment Permit.

4. The design and construction of all roads and road appurtenances will be the responsibility of the Developer, who will employ a California-registered civil engineer and/or a California-registered land surveyor to do all survey work, and a California-

registered civil engineer to do all road and road appurtenance design, construction supervision, and inspections.

5. All roads and road appurtenances shall be constructed per County-approved construction plans. Documentation of all such construction will include a written statement signed and stamped by a California registered civil engineer, which attests to the fact that the road and all road appurtenances were constructed in accordance with the approved plans and specifications, copies of compaction tests and inspection logs, and reproducible AS-BUILT plans, signed and stamped by a California registered Civil Engineer or California Licensed Land Surveyor. All construction documentation must be submitted for review and approved by the Public Works Department.

6. All required road improvements are subject to inspection and acceptance by the County Public Works Department. All Inspection and plan checking costs incurred will be paid for by the Developer.

7. Except as approved and permitted by the County, all appurtenances, such as fences along with private signs, shall be located outside of the public road right-of-way.

8. The applicant shall provide the appropriate signs throughout the proposed project per the latest edition of the California Manual on Uniform Traffic Control Devices, or as approved otherwise.

9. All traffic mitigation measures including roadway improvements shall be adhered to and are consistent with the Conditional Use Permit and under the Conditions of Approval. Any deviations from these requirements must obtain approval, design

exceptions, or substantial conformance from the County before proceeding. If applicable, traffic control devices, including signs, signals, and pavement markings, shall be installed as required by the Public Works Department.

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

COUNTY OF MADERA

By: _____
Chairman, Board of Supervisors

ATTEST:

By: _____
Clerk, Board of Supervisors

Approved as to Legal Form:
COUNTY COUNSEL

By: Jennifer Thompson Digitally signed by: Jennifer Thompson DN: CN = Jennifer Thompson email = jthompson@lozanosmith.com C = US O = Lezano Smith Date: 2026.03.26 11:13:51 -07'00' _____

We approve of the phrasing of Improvements described herein.

By: _____
County Public Works Director

BAKER MINI LP, a California limited partnership

RIDENOUR CORPORATION, a California corporation, its General Partner

By: Derrel A. Ridenour _____
Derrel A. Ridenour, President

(Attach Notary Acknowledgment)

[Signatures for Madera County Contract No. _____ (Improvement Agreement)]

Exhibits/Attachments:
Exhibit "A": Derrel's Exhibit #86
Exhibit "B": Additional Development Criteria and Conditions

{4934-2489-2568, v.2}

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF FRESNO

On **March 26, 2026** before me **Margaret De Leon, Notary Public**

personally appeared **Derrel A. Ridenour** who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

MARGARET DE LEON
Notary Public - California
Fresno County
Commission # 2418505
My Comm. Expires Sep 25, 2026

Signature Margaret De Leon (Seal)

Item 8.d

BOARD OF SUPERVISORS
COUNTY OF MADERA

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MEMBERS OF THE BOARD

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BOBBY MACAULAY, District No. 5

ROBERT MACAULAY, CHAIR
KAREN SCRIVNER, CHIEF CLERK TO THE BOARD

BOARD LETTER & MINUTE ORDER

MEETING DATE: April 14, 2026

AGENDA #

DEPARTMENT:
BOS-015637: SHERIFF-CORONER'S OFFICE

DEPARTMENT CONTACT:	**PLACEMENT**	**DOC. ID #**
Whitney Cox	DISCUSSION	BOS-015637

PREVIOUS BOARD ACTION(S):
MCC 12417-23

BOARD ACTING AS:	**VOTE REQ.**
BOARD OF SUPERVISORS	3/5

This Section is reserved for Clerk of the Board's Office Use Only

BOARD'S ACTION:

COTB – Choose Motion Result.
COTB – Enter Vote Results.

Processed By: Clerk Name – COTB Use Only.

RECOMMENDED ACTION:

Discussion and consideration of entering into an Amendment to MCC No. 12417-23 with NAAG Forensic at the rate of $30,000.00 per month in a total amount of $1,800,000.00 over 5 years for the provision of autopsy and comprehensive

pathology services and extending the term to December 31, 2030 and authorize the Chair to sign.

BACKGROUND SUMMARY / FISCAL IMPACT:

DISCUSSION:

On February 7, 2023, your Board approved contract MCC 12417-23 for autopsy services. Now the Sheriff's Office is requesting to amend the contract to extend the services through December 2030. Services will transition from the original scope (Exhibit A) to an updated Scope of Services (Exhibit A-1), which includes comprehensive forensic pathology operations such as autopsies, investigations, toxicology, radiology, clinical forensic consultations, and administrative and investigative support, all in compliance with applicable legal and CJIS standards. The amendment also establishes a flat monthly rate of $30,000 for services, replacing the prior compensation structure, and provides a predictable cost that covers all core services unless otherwise agreed. This action ensures continuity and modernization of forensic services for the County.

FISCAL IMPACT:

The fiscal impact of this contract, while structured as a flat monthly rate, represents the most cost-effective and efficient option currently available. There is a significant shortage of forensic pathologists, and our previous provider has retired, leaving a critical gap in services. Prior to this agreement, we were required to contract with multiple vendors to perform different components of autopsies, which resulted in higher overall costs, logistical challenges, and delays in obtaining complete findings.

Partnering with NAAG has streamlined this process by consolidating all required procedures under a single provider, improving both efficiency and continuity of service. In addition, NAAG has assisted in addressing deficiencies in our existing equipment by updating and replacing broken or outdated resources. This comprehensive approach not only reduces administrative burden but also ensures timely, accurate, and consistent forensic services, ultimately justifying the flat-rate structure as a financially responsible alternative to the previous fragmented mode.

CONNECTION TO THE COUNTY OF MADERA STRATEGIC PLAN:

- Focus Area 3: Public Safety

ATTACHMENTS:

1. NAAG Contract

MADERA COUNTY CONTRACT NO. _____
(Amendment No. 1 - Sheriff-Coroner: Autopsy Services - NAAG Forensic, PC)

THIS AGREEMENT is made and entered into this _____ day of _____, 2026, by and between the COUNTY OF MADERA, a political subdivision of the State of California, ("COUNTY") and NAAG FORENSIC, PC ("CONTRACTOR").

RECITALS

A. On or about February 7, 2023, COUNTY and CONTRACTOR entered Madera County Contract No. 12417-23 ("Agreement") for forensic pathology services.

B. COUNTY and CONTRACTOR now desire to amend this Agreement to extend the term period and account for changes in services, as further described herein.

AGREEMENT

1. Paragraph 1 of this Agreement shall be amended and replaced in its entirety with the following language.

"1. **TERM**. The services to be provided by CONTRACTOR under this Agreement shall commence upon execution of both parties and terminate on December 31, 2030, unless sooner terminated."

2. Paragraph 2 of this Agreement shall be amended and replaced in its entirety with the following language.

"2. **SCOPE OF SERVICES**. CONTRACTOR's scope of services under this Agreement shall be as set forth in CONTRACTOR's Proposal dated October 30, 2022, attached hereto as Exhibit 'A,' and incorporated herein by reference. The scope of service as outlined in Exhibit 'A' shall be effective upon execution of this Agreement up to December 31, 2025.

Effective January 1, 2026, CONTRACTOR's scope of services under this Agreement shall be as set forth in CONTRACTOR's Scope of Service for Law Enforcement attached hereto as Exhibit 'A-1,' and incorporated herein by reference."

3. Paragraph 4 of this Agreement shall be amended and replaced in its entirety with the following language.

"4. **COMPENSATION AND COSTS**. COUNTY shall pay CONTRACTOR the rates set forth in Exhibit 'A.' CONTRACTOR shall invoice the COUNTY on the first of each month, or soon after. Each monthly invoice will contain the amount set forth in Exhibit 'A,' divided by twelve (12). COUNTY shall disburse payment to CONTRACTOR no later than the invoiced month. Rates as outlined in Exhibit 'A' shall be effective upon execution of this Agreement up to December 31, 2025.

Effective January 1, 2026, COUNTY shall pay CONTRACTOR Thirty Thousand Dollars ($30,000.00) per month, as further set forth in Exhibit 'A-1.'"

4. Exhibit A-1 attached hereto is hereby incorporated herein by this reference.

5. Except as provided herein, all other terms and conditions of this Agreement shall remain in full force and effect.

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* * * * * * * * * * *

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

COUNTY OF MADERA

_____
Chair, Board of Supervisors

ATTEST:

_____
Clerk, Board of Supervisors

NAAG FORENSIC, PC

By: _____
(Signature)

Julia Gonda
(Print Name)

Title: Administrative Services Manager

Approved as to Legal Form:
COUNTY COUNSEL

By: Crystal Pizano

Digitally signed by: Crystal Pizano
DN: CN = Crystal Pizano email = cpizano@lozanosmith.com C = US O = Lozano Smith
Date: 2025.12.10 11:44:07 -08'00'

ACCOUNT NUMBER(S)

_____

_____

EXHIBIT A-1

NAAG – SCOPE OF SERVICES FOR LAW ENFORCEMENT

FORENSIC MEDICINE & PATHOLOGY PROGRAM

OVERVIEW

NAAG Forensic PC ("NAAG") shall provide comprehensive medicolegal services involving both deceased individuals and living persons, with the primary emphasis on the County's forensic autopsy program. Services support the Madera County Sheriff-Coroner Office and, upon mutual written agreement, additional contracted counties.

NAAG will provide unlimited forensic pathology and clinical forensic medicine services in accordance with nationally accepted forensic standards, applicable law, and all required policies governing CJIS compliance, Criminal Justice Information (CJI) protection, and medical privacy.

CORE SERVICES (INCLUDED IN MONTHLY FLAT FEE)

Forensic Pathology Services for Decedents (Primary Focus)

NAAG shall provide full-service forensic pathology operations for all Coroner jurisdiction deaths, including:

- Records reviews (postmortem case consultation without postmortem examination)
- External examinations
- Forensic autopsies
- Scene and records review, case triage, and investigative support
- Standardized autopsy documentation with professional forensic photography
- Histology and subspecialty pathology consultations
- Molecular, microbiologic, virologic, and genetic analyses
- Forensic toxicology from NMS Labs Postmortem Toxicology Program
- Forensic radiology including plain film radiographs and postmortem CT (PMCT)
- Forensic anthropology and odontology
- Autopsy technician staffing

Clinical Forensic Medicine Services for Living Persons

Upon request by the Sheriff or investigators, NAAG shall provide forensic medical interpretation involving living subjects, including:

- Review of medical records, imaging, and labs
- Injury mechanism and timing evaluation
- Consultation in child abuse, assault, in-custody injuries, and officer-involved incidents
- Interpretive assistance with investigative strategy and medical-evidence assessment
- Collaboration with hospitals, clinicians, advocacy centers, and legal teams

These services do not constitute direct medical treatment.

Administrative, Investigative, and Interagency Support

NAAG shall provide:

- Participation in Child Death Review Teams and public health meetings
- Training for law enforcement and County personnel
- Records management and secure digital storage
- Coordination with legal and investigative agencies
- Trial scheduling, testimony preparation, and court support
- Compliance with evidence integrity and chain-of-custody standards

Privacy, Security, and CJIS Compliance Requirements

Because services involve handling Criminal Justice Information (CJI), NAAG shall operate under full compliance with FBI CJIS Security Policy, including:

- Physical and logical access control
- MFA and identity management
- Background checks and annual security training
- Encryption of CJI in transit and at rest
- Audit logging and incident response

NAAG shall protect CJI, PHI, PII, and digital evidence through appropriate safeguards.

Facilities, Radiology, Technology, and Logistics (No Additional Cost)

NAAG shall provide:

- Forensic autopsy facilities meeting NAME standards
- Radiology Equipment (All CT, X-ray, DICOM, reconstruction files, and 3D models shall be handled using encrypted storage/transmission, CJIS-approved access, and audit logging)
    - Plain-film digital radiography
    - CT scanning including PMCT

  - Post-processing platforms (reconstruction, MPR, 3D rendering)
  - Ancillary radiologic tools such as dental and portable imaging
  - CJIS-Secure Imaging Data Handling

- Decedent Transportation & Evidence Logistics
  - Secure transport of decedents from the Madera Coroner's office to NAAG facilities (return, on-demand)
  - Chain-of-custody compliant handling of remains, radiology, specimens, and evidence
- Storage, tracking, release, and lawful disposition of slides, blocks, tissues, and files
- Operational Support
  - Autopsy technician staffing
  - Professional forensic photography
  - CJIS-secure digital systems
  - All operational infrastructure to run the autopsy, radiology and clinical forensic medicine programs

Service Territory

This Scope applies to:

- All Coroner-jurisdiction deaths within Madera County
- Additional counties as mutually agreed by NAAG and the County

Commencement and Term

Start Date: Upon full execution

Term: Five (5) years

Standard Contractual Terms

Includes County-standard provisions for:

- Insurance and indemnification
- Confidentiality and privacy
- Breach and remedies
- Records retention
- Billing and payment procedures

Compensation

Flat Monthly Fee: $30,000 per month

- Covers all services outlined
- No per-case charges unless agreed in writing

Item 8.e

BOARD OF SUPERVISORS
COUNTY OF MADERA

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MEMBERS OF THE BOARD

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BOBBY MACAULAY, District No. 5

ROBERT MACAULAY, CHAIR
KAREN SCRIVNER, CHIEF CLERK TO THE BOARD

BOARD LETTER & MINUTE ORDER

MEETING DATE: April 14, 2026

AGENDA #

DEPARTMENT:
BOS-015636: BOARD OF DIRECTORS GROUNDWATER SUSTAINABILITY AGENCY/WATER & NATURAL RESOURCES DEPARTMENT

DEPARTMENT CONTACT:	**PLACEMENT**	**DOC. ID #**
Mayumi Ploszaj	DISCUSSION	BOS-015636

PREVIOUS BOARD ACTION(S):
N/A

BOARD ACTING AS:	**VOTE REQ.**
BOARD OF DIRECTORS GROUNDWATER SUSTAINABILITY AGENCY	3/5

This Section is reserved for Clerk of the Board's Office Use Only

BOARD'S ACTION:

COTB – Choose Motion Result.
COTB – Enter Vote Results.

Processed By: Clerk Name – COTB Use Only.

RECOMMENDED ACTION:

Discussion and consideration of entering into an Agreement with Joshua East for the repurposing of 4.2 total producing acres to a Community/Cultural Space Project for no less than a ten (10) year term and authorize the Chair to sign.

BACKGROUND SUMMARY / FISCAL IMPACT:

DISCUSSION:

Multibenefit Land Repurposing Project: Josh East - Tribal Cultural Space

It is the general goal of the Multibenefit Agricultural Land Repurposing Program (MLRP) to develop a Multibenefit Agricultural Land Repurposing Plan to reduce reliance on groundwater while providing regionally appropriate benefits, including community health, economic wellbeing, water supply, habitat, renewable energy, and climate benefits. This will be accomplished by completing the project development, permitting, implementing land repurposing projects that achieve multiple benefits, and supporting capacity needs of partners to achieve the deliverables of the grant.

The Community/Cultural Space project will be located on a previously irrigated almond orchard in Madera County, California. The land is identified by Assessor's Parcel Number (APN): 035-040-088 and has historically been used for commercial agriculture. Before transitioning to almonds, the parcel was home to a productive Thompson grape vineyard, cultivated for over 20 years.

The land being repurposed is 4.2 acres planted to almonds with a 0.9-acre homestead in the southwest corner of the parcel. The almond orchard was planted in 2007, making it 18 years old. If the parcel was not enrolled in MLRP the grower would have continued to grow and replant almonds or other financially viable crops on the property.

This agreement includes a Memorandum of Agreement signed by both the landowner and the County to be placed on the property title to ensure that this land stays in this state/condition through the end of the contract period of ten years from the completion of the project.

FISCAL IMPACT:

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

CONNECTION TO THE COUNTY OF MADERA STRATEGIC PLAN:

STRATEGIC FOCUS AREAS

- Focus Area 6: Infrastructure

ATTACHMENTS:

1. MOA – Josh East

MADERA COUNTY CONTRACT NO. _____
(Agreement for Multibenefit Land Repurposing in Madera County: Joshua East)

THIS AGREEMENT for repurposing land to provide multiple benefits in Madera County ("Agreement") is made and entered into as of the ____ day of _____ 2026, by the COUNTY OF MADERA ("COUNTY"), a political subdivision of the State of California and a Groundwater Sustainability Agency ("GSA") within the Madera, Chowchilla, and Delta-Mendota Subbasins, and between Frank Raymond East and Karen Bernadine East Revocable Living Trust ("Living Trust"), as Karen Bernadine East as trustee and agent, and Joshua Arin East as alternate agent, with a principal business address of Post Office Box 1170, Madera, CA 93639-1170 referred to as ("REPURPOSING PARTY") (collectively, "Parties"), each of which is at times referred to individually as ("Party").

RECITALS

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

B. COUNTY, working in coordination with other designated GSAs covering lands in Madera County in the Madera, Chowchilla, and Delta-Mendota Subbasins ("OTHER SUBBASIN GSAs"), has completed Groundwater Sustainability Plans ("GSP") covering the Madera, Chowchilla, and Delta Mendota Subbasins pursuant to SGMA. These GSPs were submitted to the Department of Water Resources ("DWR") on or about January 2020 ("COUNTY GSPs").

C. The COUNTY GSA and OTHER SUBBASIN GSAs are implementing the COUNTY GSPs to achieve groundwater sustainability as required under SGMA by developing the Projects and Management Actions ("PMAs") specified in each COUNTY GSP. These PMAs include a planned reduction in groundwater pumping in the COUNTY GSA and actions to increase supply and reduce demand in OTHER SUBBASIN GSAs.

D. COUNTY adopted a groundwater allocation Resolution No. 2021-113 on August 17, 2021, as amended, that established an allocation of Sustainable Yield ("SY") and Transitional Water ("TW") for landowners in the COUNTY.

E. The Multibenefit Land Repurposing Program ("PROGRAM") is a Department of Conservation ("DOC") initiative that will pay willing landowners to repurpose lands from irrigated agriculture to other lower-water use activities that provide multiple benefits to the COUNTY for a defined period.

F. DOC published its Multibenefit Land Repurposing Grant Program Guidelines in January 2023. COUNTY developed the Multibenefit Agricultural Land Repurposing Plan ("MALRP") that defines PROGRAM rules in the COUNTY.

G. The PROGRAM is incentivizing multibenefit agricultural projects, which are those projects that provide both groundwater sustainability benefits as well as at least one other co-benefit including community health, economic wellbeing, habitat, flood mitigation, renewable energy, or climate benefit.

H. REPURPOSING PARTY owns agricultural property located at 29223 Avenue 16, Madera, California (APN 035-040-088) in the COUNTY GSA service area as described in Exhibit A, "Repurposed Lands," attached hereto and incorporated herein by reference.

I. REPURPOSING PARTY has described the current and planned plantings with a brief project overview of the REPURPOSED LANDS in Exhibit C, "Current and Planned Plantings – Project Overview," attached hereto and incorporated herein by reference.

J. If REPURPOSING PARTY is an individual owner of the Repurposed Lands, the contact information of the owner is identified on Exhibit B "Consent of Fee Owner, Lessor, Sublessor and Lease Term," attached hereto and incorporated herein by reference.

K. REPURPOSING PARTY will remove established orchards on some of its land located near disadvantaged communities according to terms and conditions set forth herein and repurpose those lands by establishing a cultural gathering space with a pollinator habitat as described in Exhibit E "Project Implementation Summary," attached hereto and incorporated herein by reference.

L. The REPURPOSING PARTY will incur expenses for orchard removal and pollinator habitat planting activities as well as the construction of the cultural gathering space and forgo farming income that it would have otherwise earned on the Repurposed Lands.

M. The REPURPOSING PARTY will provide benefits to the COUNTY including groundwater sustainability, cultural benefits, community education and wellness, employment opportunities, habitat creation, air quality enhancement, and soil quality improvement.

NOW, THEREFORE, in consideration of the above recitals and the covenants and obligations set forth herein, the Parties agree as follows:

1. **TERM AND PARTICIPATING FIELD**. This Agreement shall commence on the date of the last signature and terminate after ten (10) years. This Agreement shall apply to REPURPOSING PARTY's field located at located at 29223 Avenue 16, Madera, California (APN 035-040-088) as described in Exhibit A, "Repurposed Lands."

2. **LAND REPURPOSING AND PAYMENT**.

A. **CONSERVED WATER**.

The REPURPOSING PARTY shall conserve water by converting orchards to pollinator habitat and a cultural gathering space on REPURPOSING PARTY's Repurposed Lands for the term of this Agreement.

The REPURPOSING PARTY will forgo all its allocation of SY and TW on the REPURPOSING PARTY's Repurposed Lands for the term of this Agreement. The COUNTY will deduct this amount of SY and TW from the REPURPOSING PARTY's Farm Unit allocation for the term of this Agreement.

B. **LAND REPURPOSING**.

The REPURPOSING PARTY will manage the Repurposed Lands defined in Exhibit A for the term of this Agreement. The REPURPOSING PARTY will implement the activities on the REPURPOSING PARTY lands outlined in Exhibit E, "Project Implementation Summary," attached hereto and incorporated herein by reference.

C. **PAYMENT AND VERIFICATION**.

As consideration for the REPURPOSING PARTY's performance of its obligations hereunder, COUNTY shall make payments to the REPURPOSING PARTY

as described in Exhibit D, "Schedule of Verification and Payment Deadlines," attached hereto and incorporated herein by reference.

(1) **REIMBURSEMENT FOR DIRECT REPURPOSING COSTS**.

COUNTY shall reimburse REPURPOSING PARTY up to One Million Dollars ($1,000,000) for actual expenses incurred for implementation of the tasks outlined in Exhibit E. Total reimbursement under this Agreement shall not exceed One Million Dollars ($1,000,000). REPURPOSING PARTY shall submit invoices not more than monthly with sufficient documentation for reimbursable direct repurposing costs. COUNTY will pay REPURPOSING PARTY within thirty (30) days of receipt of sufficient documentation from REPURPOSING PARTY to justify these costs, as determined in COUNTY's sole discretion. All documentation shall be consistent with the reimbursement requirements of DOC and received by Madera County by December 31, 2027. All the payments are conditioned on the following:

(a) In addition to the timely satisfaction of all obligations of the REPURPOSING PARTY under this Agreement, any payment provided by COUNTY under this Agreement is expressly conditioned on the REPURPOSING PARTY's satisfaction of the following:

(i) The COUNTY verifies using site visits, or other data available to the COUNTY that the REPURPOSING PARTY has removed almond trees and completed construction on the Repurposed Lands as outlined in Exhibit E.

(ii) The COUNTY verifies using site visits, or other data available to the COUNTY that the REPURPOSING PARTY is conducting its ongoing maintenance and monitoring tasks outlined in Exhibits G. Exhibit D includes an approximate schedule of verification and payment deadlines for this Agreement.

(iii) The COUNTY will continue to verify, using site visits or other data available to the COUNTY that the REPURPOSING PARTY is maintaining the Repurposed Lands consistent with Exhibit E annually through 2037.

(iv) If at any time the COUNTY determines that REPURPOSING PARTY is in noncompliance with this Agreement, any remaining payments may be suspended, and penalties may be due as provided in Section 12.

3. **REPURPOSING PARTY REPRESENTATIONS AND WARRANTIES**.

REPURPOSING PARTY represents and warrants to COUNTY the following and acknowledges that COUNTY is relying on the following representations and warranties:

A. The Repurposed Lands and the REPURPOSING PARTY are eligible to participate in the PROGRAM.

B. REPURPOSING PARTY is the sole fee title owner of the Repurposed Lands and has the full right, power and authority to execute this Agreement and to carry out each and every obligation hereunder. To the best of REPURPOSING PARTY's knowledge, no legal impediment exists regarding the Repurposed Lands to prevent REPURPOSING PARTY from entering into or performing under this Agreement; this Agreement will be a legal and binding obligation of REPURPOSING PARTY enforceable against REPURPOSING PARTY in accordance with its terms and will not

violate any provisions of any agreement to which REPURPOSING PARTY is a party or to which REPURPOSING PARTY is subject; and REPURPOSING PARTY's agreement to remove almond trees, maintain the cultural gathering space, and plant and maintain a pollinator habitat on the Repurposed Lands does not and will not violate applicable laws or recorded documents affecting the Repurposed Lands.

C. The Repurposed Lands are located on 4.77acres of APN: 035-040-088.

D. The Repurposed Lands are enrolled, irrigated acres within a COUNTY Farm Unit that are eligible for both SY and TW.

E. The REPURPOSING PARTY will manage the Repurposed Lands to provide groundwater sustainability, cultural benefits, community education and wellness, employment opportunities, habitat creation, air quality improvement, soil quality enhancement as outlined in Exhibit G, for no less than the ten (10) year term of this Agreement.

F. The Repurposed Lands provide benefits to disadvantaged communities through the creation of three dedicated spaces for Indigenous traditional practices, ensuring equitable access and cultural preservation.

G. REPURPOSING PARTY understands that the primary purpose of the PROGRAM is to reduce agricultural groundwater pumping to provide groundwater sustainability benefits and achieve other co-benefits on the Repurposed Lands such as eliminating 3.6 acre-feet annually of agricultural groundwater use while transitioning to minimal irrigation landscape and planting a pollinator habitat.

H. The REPURPOSING PARTY will not irrigate crops on the

Repurposed Lands, though may apply minimal irrigation to maintain the pollinator habitat from time-to-time in accordance with habitat establishment and maintenance practices, as well as minimal irrigation for the Indigenous traditional plantings, and community garden areas as outlined in Exhibit E.

I. All information submitted by the REPURPOSING PARTY to the COUNTY is true and correct.

J. The Repurposed Lands are zoned agriculture, and REPURPOSING PARTY will take no action to cause or support a change in such zoning during the term of this Agreement.

K. REPURPOSING PARTY will enter into a Land Access Agreement with Tribal and Community Members to ensure community access to the Repurposed Lands for the term of this Agreement.

4. **OBLIGATIONS OF REPURPOSING PARTY**.

A. **ORCHARD REMOVAL**.

REPURPOSING PARTY shall cease irrigating the orchards on the Repurposed Lands, as outlined in Exhibit E.

REPURPOSING PARTY shall fully remove the existing orchards on the Repurposed Lands.

REPURPOSING PARTY shall plant and maintain the pollinator habitat on the Repurposed Lands, as outlined in Exhibit E.

REPURPOSING PARTY complete construction of the Cultural and Community Infrastructure as outlined in Exhibit E.

B. **SUSTAINABLE YIELD (SY) AND TRANSITIONAL WATER (TW)**

The SY and TW allocation for the Repurposed Lands are deducted from the corresponding Farm Unit for the Term of the Agreement. The REPURPOSING PARTY will receive no TW or SY for the Repurposed Lands for the Term of the Agreement.

C. **DUST CONTROL AND MITIGATION REQUIREMENTS**.

REPURPOSING PARTY shall be responsible for and undertake the timely control of dust on the Repurposed Lands that is associated with the project on the Repurposed Lands through prompt establishment and management of pollinator habitat and Cultural and Community Infrastructure and other mitigation measures needed during the term of this Agreement.

D. **WATER CHARGES AND FEES**.

REPURPOSING PARTY shall continue to be responsible for all applicable GSA or water district fees for the Repurposed Lands as if this Agreement were not in effect, and all such charges shall be timely paid before they become delinquent, or COUNTY may withhold delinquent GSA or water district fees from the reimbursement payments under this Agreement.

E. **TAXES**.

All real and personal property taxes, assessments or other charges of every description levied on or assessed against the Repurposed Lands or improvements on the Repurposed Lands shall remain the sole responsibility of the REPURPOSING PARTY and/or REPURPOSING PARTY's Lessor, if applicable. All tax payments shall be made directly to the charging authority prior to delinquency.

F. **RIGHT OF ENTRY**.

REPURPOSING PARTY agrees that COUNTY, its designees, and the Department of Conservation staff shall have the right to enter the Repurposed Lands and, to the extent necessary, other land owned or leased by REPURPOSING PARTY for the purpose of verification, monitoring, and enforcement of compliance with this Agreement, which may include photographs of the project area. When feasible, the COUNTY agrees to provide REPURPOSING PARTY at least forty-eight (48) hours in advance of entry.

G. **JOINT OWNERSHIP OF REPURPOSED LANDS OR IF LAND IS ALREADY SUBJECT TO LEASES OR CONTRACTS**.

REPURPOSING PARTY shall be responsible for compliance with the terms, covenants and conditions of any existing leases and/or contracts and/or the real property rights of any third parties to this Agreement (including but not limited to the fee or joint fee owners of the Repurposed Lands) affecting the Repurposed Lands, and shall defend, indemnify and hold COUNTY harmless from any and all claims by third parties for damages allegedly related to this Agreement or to the performance thereof.

If REPURPOSING PARTY is a joint fee owner of the Repurposed Lands, the identity of the joint fee owners must be identified on Exhibit B.

H. **RULES COMPLIANCE**.

REPURPOSING PARTY must comply with all requirements, including PROGRAM rules and other regulations, resolutions, policies and procedures, with regard to the Repurposed Lands. The failure to comply with such rules shall be independent grounds for COUNTY to terminate this Agreement and disqualify

REPURPOSING PARTY and/or the Repurposed Lands from participation in other COUNTY or COUNTY GSA SGMA programs. (Refer to Monitoring Plan – Exhibit G)

5. **GOVERNING LAW AND VENUE**.

This Agreement shall be interpreted, governed by, and construed under the laws of the State of California. Venue for any dispute arising under this Agreement shall be the Superior Court for the County of Madera, California.

6. **NO THIRD-PARTY RIGHTS**.

The Parties do not intend to create any rights in or to grant remedies to any third party as a beneficiary of this Agreement.

7. **ASSIGNMENT OF AGREEMENT.**

This Agreement shall be binding upon and inure to the benefit of the Parties and their permitted successors and assigns. No Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party hereto. Formal consent shall require that the Parties fully execute a separate agreement as provided by the COUNTY.

8. **CHANGE IN LEGAL STATUS AFFECTING REPURPOSED LANDS**.

Notwithstanding that which is provided in Section 7, any activity affecting the legal status of the Repurposed Lands during the term of this Agreement shall not negate any obligations in this Agreement. Any party acquiring title to the Repurposed Lands or taking assignment or sublease of the lease of the Repurposed Lands shall be bound to the provisions of this Agreement for the term of this Agreement as if a signatory. REPURPOSING PARTY shall give notice of this obligation to any such party prior to effecting any change in the legal status of the Repurposed Lands. In the event of any

change affecting the legal status of the Repurposed Lands, REPURPOSING PARTY shall notify COUNTY in writing within ten (10) days of such change.

9. **LEGAL EFFECT ON REPURPOSED LANDS**.

Except as otherwise expressly stated herein, nothing herein shall be construed as affecting the legal status of the Repurposed Lands, including, but not limited to, the effect of liens, encumbrances, statutory or regulatory requirements, or entitlements. REPURPOSING PARTY agrees that COUNTY is not responsible for, and no action or conduct of COUNTY, its staff or other representatives, shall be construed as advice or identification of the legal effect or consequences, if any, of the REPURPOSING PARTY's decision regarding participation in this Agreement.

10. **JOINT MARKETING**.

REPURPOSING PARTY grants permission to COUNTY as to use the REPURPOSING PARTY's name, logo, trademarks, and likeness in marketing, advertising, and promotional activities relating to the Multibenefit Land Repurposing Program including photographs of Repurposed Lands.

11. **NON-PRECEDENT**.

Neither the terms and conditions in this Agreement, nor the execution of this Agreement, shall be deemed to give the REPURPOSING PARTY any rights to obtain any similar agreement after the expiration of this Agreement. In addition, COUNTY GSA and Other Subbasin GSAs reserve the right to change any rules governing the repurposing of land to manage groundwater sustainability in any future agreement and to determine the provisions of any future agreement relating to the repurposing of land to provide groundwater sustainability benefits or other co-benefits.

12. **NONCOMPLIANCE WITH TERMS OF AGREEMENT**.

If COUNTY determines at any time that the REPURPOSING PARTY is in noncompliance with or has breached this Agreement, the REPURPOSING PARTY will be provided notice of such noncompliance or breach at the address or contact information provided in Section 15 and shall have thirty (30) days from the time of such notice to implement a remedy to address the noncompliance or breach. If the noncompliance or breach is not timely cured, the COUNTY at its discretion may terminate this Agreement. In event of termination by the COUNTY for noncompliance or breach of this Agreement, the COUNTY may withhold remaining reimbursement payments and REPURPOSING PARTY shall be responsible for any other losses suffered by COUNTY as a result of the noncompliance or breach, including repayment of any DOC grant funds received by REPURPOSING PARTY, reimbursement of staff time, attorney fees and costs, and administrative expenses associated with the remedy of any noncompliance or breach of this Agreement. REPURPOSING PARTY shall be responsible for any financial penalties and costs associated with the detrimental effects on groundwater sustainability as a result of the noncompliance or breach as specified in the MALRP as adopted by the COUNTY. Nothing contained herein shall preclude the COUNTY from exercising any other available remedy in law or equity, including specific performance.

13. **ENTIRE AGREEMENT**.

This Agreement constitutes the entire understanding of the Parties hereto 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.

14. **AMENDMENT**.

This Agreement may not be modified or amended except in writing executed by the Parties.

15. **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

With Copy to:

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

REPURPOSING PARTY:

Mailing Address:
Frank Raymond East and Karen Bernadine East Revocable Living Trust
c/o Joshua East Post Office Box 1170
Madera, CA 93639-1170

Project Address:
29223 Avenue 16
Madera, CA 93636-2004

16. **COUNTERPARTS**.

This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be an original and all of which together shall constitute one instrument with the same force and effect as though all signatures appeared on a single document.

17. **RECORDING OF MEMORANDUM OF AGREEMENT**.

REPURPOSING PARTY agrees that COUNTY may at its discretion require, and REPURPOSING PARTY will cooperate to permit, a memorandum identifying the existence and summary of this Agreement be recorded in the real property records for the County of Madera. (See attached Exhibit H)

18. **FORCE MAJEURE**.

Neither Party 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 first year written above.

COUNTY OF MADERA

Chair, Board of Supervisors

ATTEST:

Clerk, Board of Supervisors

Approved as to Legal Form:
COUNTY COUNSEL

By: Nick Clair Digitally signed by: Nick Clair DN: CN = Nick Clair email = nclair@lozanosmith.com C = US O = Lozano Smith Date: 2026.03.12 10:53:04 -07'00'

ACCOUNT NUMBER(S)

REPURPOSING PARTY

By: Karen B. East
(Signature)

Karen B. East
(Print Name)

Title: Trustee

By:
(Signature)

Joshua East
(Print Name)

Title: Alternate Agent

EXHIBIT A

REPURPOSED LANDS

EXHIBIT A

REPURPOSED LANDS

OWNER OR OWNER DESIGNEE CONTACT INFORMATION

First Name:	Karen, Joshua (for Frank Raymond East and Karen Bernadine East Revocable Living Trust)
Last Name:	East
Email Address:	josh@beeforearth.org
Phone Number:	1-818-388-5231
Mailing Address:	Post Office Box 1170, Madera, CA 93639-1170
Project Address:	29223 Avenue 16, Madera, CA 93636-2004

PARCEL INFORMATION

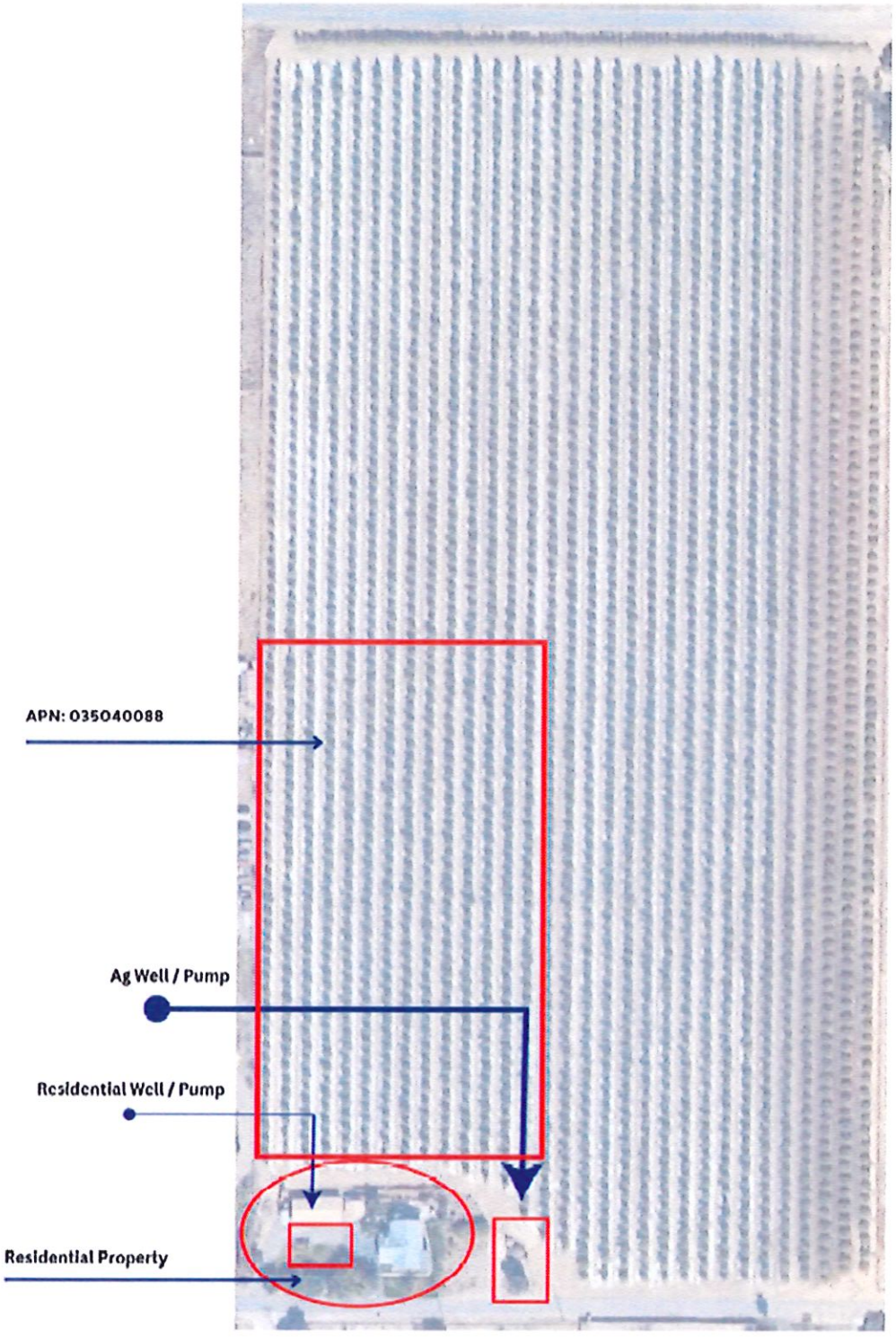
APN:	035-040-088
Number of Acres:	4.77 acres/Project = 4.2 acres

MAP AND REPURPOSING

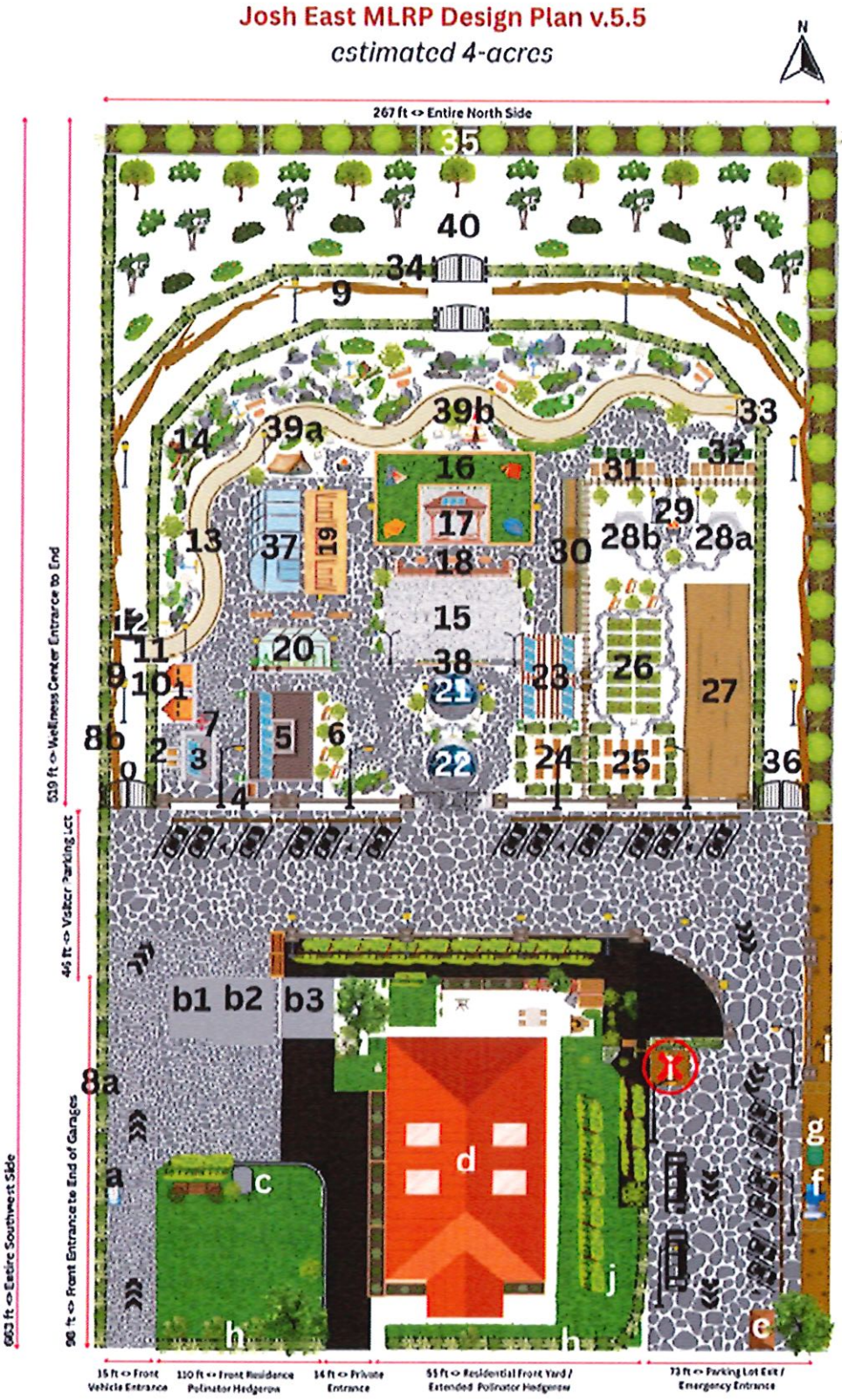
The Community Recreational Area/Cultural Space (Kaban Wellness Retreat) project will be located on a previously irrigated almond orchard in Madera County, California. The land is identified by Assessor's Parcel Number (APN): 035-040-088 and has historically been used for commercial agriculture. Before transitioning to almonds, the parcel was home to a productive Thompson grape vineyard, cultivated by the applicant's grandfather, Charles Faso, for over 20 years. In recognition of his agricultural leadership, Mr. Faso was honored as Senior Farmer of the Year in 2006 by the Madera Chamber of Commerce. This multigenerational connection to the land informs the applicant's vision to repurpose the parcel into a sustainable, community-centered retreat.

Project Location Parcel Map

2.6: Project Location/Parcel Map
SATELLITE IMAGERY
Source: (Google Earth)



Item 8.e


Josh East MLRP Design Plan v.5.5
estimated 4-acres
N
267 ft <> Entire North Side
519 ft <> Wellness Center Entrance to End
46 ft <> Visitor Parking Lot
663 ft <> Entire Southwest Side
98 ft <> Front Entrance to End of Garages
35
40
34
9
39b
39a
33
14
16
31
32
29
17
13
37
19
28b
28a
30
18
15
12
11
20
38
23
26
27
9
10
1
21
7
8b
5
6
2
3
22
24
25
36
0
4
b1 b2 b3
8a
a
c
d
g
f
j
h
h
e
15 ft <> Front Vehicle Entrance
110 ft <> Front Residence Pollinator Hedgerow
14 ft <> Private Entrance
55 ft <> Residential Front Yard / Extended Pollinator Hedgerow
73 ft <> Parking Lot East / Emergency Entrance

πDESIGN PLAN LEGEND

4-acre MLRP (v.5.4)

Last Updated on Mar. 10th

PROJECT ELEMENTS

0. Westside Gated Vehicle Entrance
1. Utility Vehicle & Tool Sheds on Concrete Foundation
2. 2 Outdoor Rinse Showers Units
3. 2 Restrooms on Concrete Foundation
4. Trash Encloser on Concrete Foundation
5. Covered Eating Area Pergola on Concrete Foundation (with community tables, chairs, Solar DC refrigerator/freezer, and solar powered health-conscious vending machine)
6. Eating Area
7. Drinking Fountain, Water Bottle Filler, Hand Wash Combo
8. 8ft Wide Hedgerow Pollinator Habitat
   (a) Residential Side
   (b) Wellness Center Side
9. Dead Hedge Habitat
10. 4ft Wide Hedgerow Pollinator Habitat (semicircle)
11. Westside Walking Trail Entrance
12. 'Proposed' Septic Tank Location
13. Serpentine Earthing Trail
14. Pollinator Habitat
15. Concrete Foundation Event Space
16. Clover Grass Yoga & Qigong Practice Area + Four Corners Tent Camp Site
17. Performance Stage Pavilion on Concrete Foundation
18. Live Performance Front Seat Lounge Area & Walkway
19. Earthing Sand Box w/ Swing Sets
20. Glass Greenhouse on Concrete Border
21. Community Dome – Community & Tribal Activity / Meeting Space
22. Office Dome – Office on Concrete Foundation
23. Pergola for Community Workbenches on Concrete Foundation
24. Community Garden Bed
25. Tribal Use Garden Beds 01
26. Tribal Use Large Garden Beds 02
27. Tribal Use Rotational Crop Area
28. (a) Temazcal 1
    (b) Temazcal 2
29. Tribal Use Fire Pit
30. 2-Sage Herb Rows (along Tribal Use fence line)
31. 12 Community Monthly Compost Bins
32. Worm Stations
33. Eastside Walking Trail Entrance
34. 4ft Wide Hedgerow Pollinator Habitat
35. Modesto Property Line
36. Eastside Gated Firetruck / Vehicle Entrance
37. Greenhouse Hoop House Kit
38. Herb Garden (in between Community Dome and Concrete Foundation Event Space)
39. Themed Tent Camp Sites
    (a) Family Skylight Tent (w/ shared community fire pit)
    (b) Indigenous Herbs w/ Tipi
40. Proposed Pollinator & Wildlife Habitat (preparing for 2-year Walking Trail & Campsite Extension)

RESIDENTIAL AREA

a) Propane Tank
b) (b1) Storage, (b2) 2-car Garage w/ Shop, (b3) Old Garage
c) Well Water Tank
d) House
e) "Proposed Trash Enclosure" Location
f) Fenced-off Ag Well
g) "Proposed Water Tank for Fire Dept."
h) 4ft Wide Hedgerow Pollinator Habitat Wrap (West to East)
i) Red "X" is a No Parking Zone, as the Residential Septic Tank is located there.
j) "Proposed" Employer/Vendor Parking Location
k) "Proposed" Visitor Parking Location (in front of Wellness Center entrance)
l) Well Faucet

NOTES:

- 25-28b is the gated-off Tribal Use Area
- Solar Panels & Wind Turbines are located on top of Structures
- Solar Powered Lamps & LED Light Poles are located throughout the Premises.
- Those are NOT water fountains you see. They are water features for bird and pollinators.
- The green containers by the Greenhouse + Pergola Community Workbenches are Water Collection Barrels

EXHIBIT B

CONSENT OF FEE OWNER, LESSOR, SUBLESSOR AND LEASE TERM

EXHIBIT B

CONSENT OF FEE OWNER, LESSOR, SUBLESSOR AND LEASE TERM (AS APPLICABLE)

If REPURPOSING PARTY is a joint fee owner of the Repurposed Lands, the identity of the joint fee owners must be identified on Exhibit B.

Fee Owner

Name Karen East, as Trustee for Frank Raymond East and Karen Bernadine East Revocable Living Trust

Address Post Office Box 1170, Madera, CA 93639-1170

Signature Karen B. East

Date 3/18/26

Joint Fee Owner(s)

Name Joshua East, as Alternate Agent for Frank Raymond East and Karen Bernadine East Revocable Living Trust

Address Post Office Box 1170, Madera, CA 93639-1170

Signature

Date 3/18/26

EXHIBIT C

CURRENT AND PLANNED PLANTINGS

EXHIBIT C

CURRENT AND PLANNED PLANTINGS – PROJECT OVERVIEW

The land being repurposed is 4.2 acres planted to almonds with a 0.9-acre homestead in the southwest corner of the parcel. The almond orchard was planted in 2016, making it 10 years old. If the parcel was not enrolled in MLRP the REPURPOSING PARTY would have continued to grow and replant almonds or other financially viable crops on the property.

EXHIBIT D

SCHEDULE OF VERIFICATION AND PAYMENT DEADLINES

EXHIBIT D

SCHEDULE OF VERIFICATION AND PAYMENT DEADLINES

EVENT	ESTIMATED DEADLINE
Verification by COUNTY or COUNTY DESIGNEE that project construction has been completed in accordance with the specifications presented in Exhibit E	October 31, 2027
Verification by COUNTY or COUNTY DESIGNEE that the project specifications and outcomes presented in Exhibit E have been maintained.	By December 31, annually, from 2027 to 2037 (total of ten (10) years) post initial verification that project construction has been completed in accordance with the specifications presented in Exhibit E

Payment Schedule
Incentive payments are categorized and issued in accordance with key milestones as described in the table below.

PAYMENT CATEGORY/DESCRIPTION	SCHEDULE/MILESTONE
Reimbursement for Direct Costs: Payments by COUNTY of up to $1,000,000.00 for actual expenses incurred for tree removal and construction costs including project development, design, permitting, and installation.	Paid within thirty (30) days of expense reimbursement request (receipts, invoices, other proofs of expense) All receipts/invoices must be received by Madera County by December 31, 2027.

EXHIBIT E

PROJECT IMPLEMENTATION SUMMARY

EXHIBIT E

PROJECT IMPLEMENTATION SUMMARY

REPURPOSOING PARTY will repurpose of 4.2 acres of irrigated almond orchard into a multibenefit cultural center that provides dedicated space for indigenous traditional practices, community education, and environmental stewardship. The project includes comprehensive site preparation with almond tree removal, construction of a traditional sweat lodge facility, installation of sustainable off-grid solar energy systems and water management components, and establishment of native pollinator habitat and drought-tolerant landscaping.

The design prioritizes 2,600 square feet of open soil allocated for rotational strip cropping to support traditional indigenous land stewardship practices. Through partnership with a dedicated nonprofit organization and regional community-based organizations, the project directly responds to expressed indigenous community needs by providing cultivation areas for culturally significant herbs and plants, dedicated ceremonial spaces near traditional healing structures, and educational programs that preserve indigenous knowledge and lifeways.

Community educational programming will include traditional land management practices, indigenous arts and crafts, and cultural preservation activities developed in direct consultation with community and cultural partners. The center will host annual indigenous cultural celebrations and provide meeting spaces for community and cultural organizations, creating pathways for intergenerational knowledge transfer and cultural continuity while generating sustainable revenue streams that support ongoing cultural access and programming.
The project will provide direct water savings of approximately 3.6 acre-feet annually through elimination of almond orchard irrigation, representing a transition from high water-use crop production to minimal irrigation needed for indigenous plant cultivation and establishment of native drought-tolerant plant species.

Project Implementation Phases

The REPURPOSING PARTY will carry out the following activities:

Task 1. Permitting & Partner Coordination

- Obtain conditional use permit (CUP) and complete multi-agency review
- Engineering of key infrastructure (septic, fire safety, drainage, parking)
- Legal, budget, and accounting meetings
- Neighborhood public hearing with Planning Commission
- Contractor site visits and final pre-construction meeting

Task 2. Site Preparation

- Tree removal, vegetation clearing, and land leveling
- Road access maintenance and freight drop zone established
- Dead hedge measurement prep and building

Task 3. Core Infrastructure, Component Installations & Landscaping

- Well/tank demo prep for new PWS w/ meter supported by an RPS solar pump
- Trenching to set septic system, and lay black & grey waterlines, and install drinking fountain, restroom, shower, sink, gardening spigot plumbing components
- Final grading and drainage set, and parking lot gravel compacted
- Position cement pads and footings, construct the pavilion, pergolas and restrooms, and build structural kits, including geodesic dome and glass greenhouse
- Install fixtures, fire sprinklers, lighting, and setup solar systems + charging station
- Build garden beds, and place compost / worm stations
- Construct firepits, and set framing for clover grass & swing set sandbox
- Planting of hedgerow/pollinator habitats, and drought-tolerant fruit trees/vines.
- Inert plastic gardening edging and landscape pavers

Task 4. Cultural Features & Finalization

- Spread and compact decomposed granite (DG), as well as gravel
- Place irrigation and timer systems, and spread woodchips
- Set solar ground and landscape lighting
- Install galvanized fencing and chain-link gates
- Setup community garden area, dome office, greenhouse, restrooms, rinse showers, sheds, and trash enclosures
- Disc possible tribal use rotational crops
- Build Temazcal sweat lodges, followed by project construction close-out with Tribal ceremonial blessing

Task 5. Operations and Community Programming

- Complete operations, maintenance, and monitoring activities.
- Conduct community programming, including but not limited to:
    - Cultural programming includes traditional ceremonies and educational workshops.
        - Community wellness activities and healing practices.
        - Provide educational programs focused on indigenous knowledge, environmental stewardship, and renewable energy modeling and demonstrating.
        - Provide volunteer and internship opportunities for local residents and students.

EXHIBIT F

PROJECT TIMELINE

Project Timeline Summary

Date	Project Milestone Summary
6/1/2025 – 12/1/2025	Permitting and Partner Coordination
9/22/2025 - 5/22/2026	Project Construction
9/22/2025 - 5/22/2026	Develop Wellness, Community Membership, Day Pass Activities
1/5/2026 - 5/22/2026	Develop Farmer's Market Plans + Special Event Calendar
6/1/2026	Launch Wellness, Community Membership, Day Pass Activities + Farmer's Market & Special Event Calendar
2026	Annual Maintenance and Monitoring (includes monitoring with Madera Resource Conservation District)
9/1/2027 - 12/17/2027	Phase 02 New Business Development (expand tent camping space, kitchen construction plans, hoop house initiatves, new structures)
2027	Annual Maintenance and Monitoring (includes monitoring with Madera Resource Conservation District)
6/24/2028	Submit CUP to Planning for Expanding Tent Camping Space, Kitchen Construction Plans, and Hoop House Initiatives, with any new Structure Designs and/or Upgrades
2028	Annual Maintenance and Monitoring (includes monitoring with Madera Resource Conservation District)
9/1/2029 - 12/17/2029	Phase 03 New Business Development (Back Parcel Acquisition from Modesto Cantu)
2029	Annual Maintenance and Monitoring + 5 year Monitoring Report + GW Depth Monitoring
9/1/2030 - 12/17/2030	Phase 04 New Business Development (Expand Retreat)
2030	Annual Maintenance and Monitoring
2031	Annual Maintenance and Monitoring
2032	Annual Maintenance and Monitoring
2033	Annual Maintenance and Monitoring
2034	Annual Maintenance and Monitoring + 5 year Monitoring Report + GW Depth Monitoring
1/1/2035	Project Closeout and Next Steps Meeting

Item 8.e

Project Construction Timeline Summary

Table 3: Project Construction Schedule Page 1

Status	Task Title	Manager	Other Parties	Start Date	End Date	Duration (# of days)	Deliverable
	Permitting & Partner Coordination						
	Kickoff Meeting	Josh East	Jarod Qualls GC, Core Contractors	6/2/2026	6/2/2026	1	Meeting Itinerary
	Deliver CUP to Planning Division	Josh East		6/9/2026	6/9/2026		
	Budget Meeting	Josh East	Charles Murdock, JC Diaz	6/30/2026	6/30/2026	1	Meeting Itinerary
	Business Legal Counseling	Josh East	Tal Finney Esq., JC Diaz	7/1/2026	7/1/2026	1	Meeting Itinerary
	Accounting Meeting	JC Diaz	JC Diaz, Bertha Domiguez, Chales	7/3/2026	7/3/2026	1	Meeting Itinerary
	CUP Multi-division County Meetings	Josh East	Jarrod Qualls, TBD	7/9/2026	7/11/2026	3	Meeting Itinerary
	Additional Plans for Dept. Reviews	Josh East		7/14/2026	7/18/2026	5	
	Neighborhood Public Hearing w/	Josh East	Neighbors, Jarod Qualls GC, Core	7/23/2026	7/23/2026	1	Powerpoint
	Engineering (parking lot, septic, fire	Josh East	Armando Flores, etc.	7/28/2026	8/8/2026	10	
	Contractor Site Visit	Josh East	Jarod Qualls GC, Core Contractors	8/11/2026	8/11/2026	1	Project plans,
	Final Pre-Construction Meeting	Josh East	Jarod Qualls GC, Core Contractors	8/15/2026	8/15/2026	1	Specs, Budgets,
	Construction						
	Site Preparation						
	Tree Removal	Josh East	Modesto Cantu, Lakhwinder Brar	9/22/2026	9/26/2026	5	Deposit / Final
	Vegetation Clearing	Josh East	Modesto Cantu, Lakhwinder Brar	9/26/2026	9/26/2026	1	Deposit / Final
	Land Leveling (including parking lot)	Josh East	Modesto Cantu, Lakhwinder Brar	9/29/2026	9/30/2026	2	Deposit / Final
	Access Road Maintenance	Josh East	Modesto Cantu, Lakhwinder Brar	9/30/2026	9/30/2026	1	Deposit / Final
	Freight Drop-off Zone	Josh East	Modesto Cantu, Lakhwinder Brar	9/30/2026	9/30/2026	1	Deposit / Final
	Dead Hedge Prep & Buidling	Josh East	Volunteers, Modesto Cantu	10/1/2026	10/5/2026	5	
	Component Installation						
	Water Well / Tank Demo	Josh East	Jay Mahil	10/6/2026	10/7/2026	2	Deposit / Final
	Water Well, Tanks & Solar Pump	Josh East	Jay Mahil	10/7/2026	10/10/2026	4	Deposit / Final
	Water Meter	Josh East	TBD	10/10/2026	10/10/2026	1	Payment &
	Sceptic Purchase, Tank Delivery &	Josh East	Richard Hefner	10/13/2026	10/17/2026	5	Deposit / Final
	Waterline Trenching and Line Laying	Josh East	Jarrod Qualls	10/20/2026	10/24/2026	5	Permiting
	Electrical Line Trenching and Line	Josh East	Jarrod Qualls	10/27/2026	10/28/2026	2	Permiting
	Propoane Tank Gas Line Trenching	Josh East	Jarrod Qualls	10/29/2026	10/29/2026	1	Permiting
	Propoane Tank Tank Delivery and	Josh East	Tesei Petroleum, Jarrod Qualls	10/30/2026	10/30/2026	1	Permiting
	Final Grading & Draignage	Josh East	Virat Kang	10/30/2026	10/31/2026	2	Deposit / Permiting
	Cement Pads, Foundations & Footings	Josh East	Jarrod Qualls	11/3/2026	11/21/2026	15	Permiting
	Build Kits & Structures	Josh East	Jarrod Qualls	11/24/2026	12/5/2026	15	Permiting

Table 3: Project Construction Schedule **Page 2**

Status	Task Title	Manager	Other Parties	Start Date	End Date	Duration (# of days)	Deliverable
	Component Installation - Continued						
	Geodesic Dome Delivery & Installation	Josh East	Jarrod Qualls, JC Diaz	12/3/2026	12/5/2026	3	Permiting
	Greenhouse Delivery & Installation	Josh East	Jarrod Qualls, JC Diaz	12/8/2026	12/9/2026	2	Permiting
	Parking Lot Gravel Drop Off &	Josh East	Virat Kang, Jarrod Qualls,	12/8/2026	12/10/2026	3	Permiting
	Install Fixtures, Fire Sprinklers,	Josh East	Jarrod Qualls, JC Diaz	12/10/2026	12/11/2026	2	Permiting
	Build Garden Beds & Set Compost /	Josh East	Josh East	12/10/2026	12/11/2026	2	
	Build Fire Pits	Josh East	Armando	12/10/2026	12/11/2026	2	
	Swingset Sandbox Framing & Clover	Josh East	Jarrod Qualls, Virat Kang	12/12/2026	12/12/2026	1	
	Hedgerow Planting	Josh East	Josh East	12/12/2026	12/15/2026	3	
	Pour Sand, Set Sod and Bed Garden	Josh East	Virat Kang	12/13/2026	12/13/2026	1	
	Trench and Insert Plastic Gardening	Josh East	Josh East	12/16/2026	12/17/2026	2	
	Pollinator Habitat Planting	Josh East	Josh East	12/18/2026	12/97/2026	2	
	Trench and Insert Plastic Gardening	Josh East	Josh East	12/20/2026	12/21/2026	2	
	Garden, Fruit Tree and Vine Planting	Josh East	Josh East	12/22/2026	12/23/2026	2	
	Set Landscape Pavers	Josh East	Virat Kang	12/29/2026	12/30/2026	2	
	Landscape DG & Gravel Spreading &	Josh East	Virat Kang	1/5/2027	1/7/2027	3	Deposit / Final
	Irrigation	Josh East	Mike Wandzel	1/12/2027	1/14/2027	3	Deposit / Final
	Spread Wood Chips	Josh East	Josh East	1/15/2027	1/15/2027	1	
	Install Solar Ground Lighting	Josh East	Josh East	1/16/2027	1/16/2027	1	
	Fencing & Gates Instalation	Josh East	Victor Solis	1/19/2027	1/23/2027	5	Deposit / Final
	Garden Fictures Installation,	Josh East	Josh East, Volunteers	1/28/2027	1/30/2027	5	
	Build Temazcals and Conduct	Monica	Jarrod Qualls, JC Diaz, Monica	2/2/2027	2/6/2027	5	Deposit / Final
	Quality Control & Inspections						
	Fire	Josh East	Madera County	Feb/March	Feb/March		
	Soil Testing	Josh East	BSK Associates	Feb/March	Feb/March		
	Environmental Scientist Visit	Josh East	Madera County	Feb/March	Feb/March		
	County Inspection	Josh East	Madera County	Feb/March	Feb/March		
	Component Efficiency Testing	Josh East	Madera County	Feb/March	Feb/March		

EXHIBIT G

MONITORING PLAN

Exhibit G

REPURPOSED LANDS MONITORING PLAN

1. Purpose

This monitoring plan outlines the requirements for verifying project outcomes and benefits produced on the REPURPOSED LANDS in accordance with Department of Conservation (DOC) Multibenefit Land Repurposing Program (MLRP) guidelines. The Madera/Chowchilla RCD and Madera County Water Resource Specialists will implement this plan as the COUNTY's designated monitoring entity.

REPURPOSING PARTY agrees that COUNTY, its designees, and the Department of Conservation staff shall have the right to enter the Repurposed Lands and, to the extent necessary, other land owned or leased by REPURPOSING PARTY for the purpose of verification, monitoring, and enforcement of compliance with this Agreement, which may include photographs of the project area. The COUNTY agrees to provide REPURPOSING PARTY at least forty-eight (48) hours in advance notice of its intent to enter Repurposed Lands.

Monitoring activities are organized into (i) Required Compliance Outcomes and (ii) Co-Benefit Documentation Outcomes. Required Compliance Outcomes determine compliance with this Agreement. Co-Benefit Documentation Outcomes provide supporting documentation for program reporting and learning. Failure to fully realize Co-Benefit Documentation Outcomes shall not, by itself, constitute noncompliance provided Required Compliance Outcomes are satisfied.

2. Project Summary

Project Address: 29223 Avenue 16, Madera, California
Project APN: 035-040-088
Project Area: 4.2 acres
Project Type: Community Recreational Area/ Cultural Space, and Pollinator Habitat
Project Duration: 10 years
Key Benefits:

- Groundwater demand reduction through cessation of irrigated agriculture
- Cultural Space
- Habitat establishment

3. Required Monitoring Activities

The COUNTY will conduct before and after documentation of project implementation including baseline conditions, post implementation conditions, and verification of Required Compliance Outcomes.

The COUNTY will also conduct biannual site visits (spring and fall) to verify compliance and document site conditions. Additional visits may occur if non-compliance issues are identified, which will follow RIGHT OF ENTRY protocols, serving advance notice and coordination needs.

The REPURPOSING PARTY will assist with activities as noted below and provide the COUNTY with documentation.

a) Before/After Documentation

1. The COUNTY will verify Baseline Conditions (Before Project). This will include:
   - Photos of existing orchard
   - Aerial imagery of project area
   - Documentation of irrigation infrastructure
   - Written description of current conditions
   - Confirmation of acreage to be retired

2. The COUNTY will verify Post-Implementation Conditions. This will include:
   - Photos from same established photo points after orchard removal and site conversion locations after completion of Task 4 Exhibit E (Cultural Features & Finalization)
   - Photos of Exhibit E task 3 (core infrastructure and landscaping) and Exhibit E task 4 (cultural features)
   - Aerial imagery showing conversion
   - Written description of completed project

b) Required Compliance Outcomes and Verification

1. The COUNTY will verify Groundwater Demand Reduction outcomes. This will include:
   - Verification that orchard removal is complete
   - Confirmation that irrigation has ceased except for irrigation to support establishment of pollinator habitat and indigenous plant cultivation defined in Exhibit E.
   - The REPURPOSING PARTY WILL document and report any supplemental irrigation used

2. The COUNTY will verify Community/Cultural Use, Cultural Access, and Community Benefit outcomes. This will include:
   - Verification that the Community and Cultural Use land access remains in effect. Coordination of outreach with an appropriate entity or directly with Cultural representatives to note any community concerns or feedback and provide written documentation to the COUNTY.
   - The COUNTY will verify establishment of the core infrastructure and cultural features defined in Exhibit E.

c) Co-Benefit Documentation Outcomes

The following outcomes will be documented by the COUNTY for DOC/SSE MLRP program reporting purposes but shall not independently determine compliance.

1. Habitat/Open Space Establishment
   - Verification that vegetation consistent with approved land use is established
   - Notation of weeds or maintenance needs
   - Photo documentation of site condition

2. Community/Cultural Benefits
   - Documentation that designated cultural or community features remain in place
   - Annual written summary of Community and Cultural Use activities, if applicable

4. Monitoring Schedule

a) Year 1:

- The COUNTY conducts baseline documentation before project implementation.
- The COUNTY conducts post-implementation documentation upon completion of land conversion.

b) Years 2–10:

- The COUNTY conducts (2) bi-annual monitoring visits.
- The COUNTY may conduct additional visits if issues are identified.

3. The COUNTY will verify Water Savings. This will include:
   - Verification of ET estimations provided by the COUNTY water tracking system (Irriwatch)
   - Documentation of ET estimation provided by the COUNTY water tracking system (Irriwatch)

4. The REPURPOSING PARTY will verify Habitat Creation. This will include:
   - Documentation of the number of trees, plants, and pounds of seeds planted to maintain the habitat area provided to the COUNTY.
   - Documentation of any supplemental irrigation conducted to maintain habitat vegetation provided to the COUNTY.
   - Notation of the presence of weeds or maintenance needs provided to the COUNTY.

5. The REPURPOSING PARTY will verify Cultural and Community Benefits. This will include:
   - Coordinating outreach with an appropriate entity or directly with cultural groups representatives to note any community concerns or feedback.
   - Documenting community use with visitor logs, event participation results, and user surveys provided to the COUNTY.
   - Documentation of the results of the tribal and cultural group outreach provided to the COUNTY.

5. Required Documentation

For each monitoring visit, the COUNTY will:

a) Complete standard monitoring form including:

- Date and time
- Staff member(s) present
- Site conditions
- Project compliance status
- Maintenance needs
- Photos from designated points
- Any issues or concerns

b) Take photos from established photo points:

- Minimum 4 cardinal directions
- Key project features
- Any areas of concern

c) Prepare brief summary report:

- Site visit findings
- Compliance status
- Recommendations
- Photo log

6. Compliance Verification

The COUNTY will verify compliance as follows:

1. No agricultural activities have resumed on the REPURPOSED LANDS, with the exception of Tribal/Cultural Use plant cultivation activities as defined in Exhibit E.
2. Pollinator habitat is being maintained
3. Tribal and Cultural Use land access remains in effect
4. Duration requirements are satisfied

7. Reporting Requirements

The COUNTY will submit:

1. Annual monitoring summary to DOC including:
    - Site visit reports
    - Photo documentation
    - Compliance status
    - Any issues or concerns
    - Recommendations
2. Additional documentation as required for DOC grant reporting

8. REPURPOSING PARTY Requirements

In addition to the requirements listed above, the REPURPOSING PARTY must:

1. Provide access for monitoring visits upon at least 48 hours prior notice, except in cases of suspected noncompliance.
2. Complete the tasks identified for the REPURPOSING PARTY in Section 3 of Exhibit F, and provide documentation defined under Exhibit F Section 3 to the COUNTY.
3. Follow maintenance requirements in habitat plan.
4. Report any issues or concerns affecting compliance to the COUNTY.
5. Replace habitat vegetation as needed.

EXHIBIT H

MEMORANDUM OF AGREEMENT

Item 8.e

requested by:
County of Madera
Madera County Groundwater Sustainability Agency

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

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

MEMORANDUM OF AGREEMENT AND NOTICE RE LAND REPURPOSING

This MEMORANDUM OF AGREEMENT and NOTICE RE LAND REPURPOSING is executed this _____ day of _____ ~~2025~~ 2026 pursuant to paragraph L.1. of that certain Agreement, Madera County Contract No. _____, between the County of Madera ("County") and Frank Raymond East and Karen Bernadine East Revocable Living Trust ("Repurposing Party"), dated _____, and which is subtitled "Agreement for Multibenefit Land Repurposing in Madera County." Paragraph L.1. is set forth on Exhibit "A" attached hereto and incorporated herein by reference.

A. This Memorandum and the Contract for Repurposing Land affect that certain property that is known as APNs 027-172-021 and is further described in Exhibit "B" attached hereto (the "Property.")

B. The Contract for Repurposing Land affects the Property through December 31, _____ (the "Termination Date") and, with respect to said Property NOTICE IS HEREBY GIVEN that the installation of the project is complete and shall be the project maintained based on the "Project Implementation Summary" in contract MCC: _____ attached as Exhibit C, through the Termination Date.

C. Current information about water allocations and the Multibenefit Land Repurposing Program may be obtained by referring to the Madera County GSA, found at maderacountywater.com.

Executed this _____ day of _____, ~~2025~~ 2026

REPURPOSING PARTY: Frank Raymond East and Karen Bernadine East Revocable Living Trust

By: Karen B. East
(Signature)
Karen B. East
(Print Name)
Title: Trustee

By: [signature]
(Signature)
Joshua Grant
(Print Name)
Title: Alternate Agent

ACKNOWLEDGMENT

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

State of California
County of Madera

On March 18, 2026 before me, M. Ploszaj, Notary Public, personally appeared Karen East, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

M. PLOSZAJ
Notary Public - California
Madera County
Commission # 2548893
My Comm. Expires Feb 26, 2030

Signature _____(Seal)

ND-AGT-1246

ACKNOWLEDGMENT

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

State of California
County of Madera

On March 18, 2026 before me, M. Ploszaj, Notary Public, personally appeared Joshua East, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____(Seal)

M. PLOSZAJ
Notary Public - California
Madera County
Commission # 2548893
My Comm. Expires Feb 26, 2030

ND-AGT-1246-040-4865-1477-1080-DOC

Approved as to Legal Form:
COUNTY COUNSEL
By Nick Clair
Digitally signed by: Nick Clair
DN: CN = Nick Clair email = nclair@lozanosmith.com C = US O = Lozano Smith
Date: 2026.03.25 14:56:26 -07'00'

ACCOUNT NUMBERS:

_____

_____

COUNTY OF MADERA

BY: _____

DATE: _____

TITLE: _____

CONTRACTING PARTIES:

COUNTY OF MADERA; and

_____

JOSH EAST an Alternate Agent representing

_____

FRANK RAYMOND EAST AND KAREN BERNADINE EAST REVOCABLE LIVING TRUST

_____

TITLE OF CONTRACT:

MEMORANDUM OF AGREEMENT and

_____

NOTICE RE LAND REPURPOSING

_____

_____

EXHIBIT "A"

L.1. Term and Participating Field

This Agreement shall commence on the date of the last signature and terminate after ten (10) years. This Agreement shall apply to REPURPOSING PARTY's field located at located at 29223 Avenue 16, Madera, California (APN 035-040-088) as described in Exhibit A, "Repurposed Lands."

EXHIBIT "B"
REPURPOSED LANDS

OWNER OR OWNER DESIGNEE CONTACT INFORMATION

First Name:	Karen, Joshua for Frank Raymond East and Karen Bernandine East Revocable Living Trust
Last Name:	East
Email Address:	josh@circulatemusic.com
Phone Number:	1-818-388-5231
Mailing Address:	Post Office Box 1170, Madera, CA 93639-1170
Project Address:	29223 Avenue 16, Madera, CA 93636-2004

PARCEL INFORMATION

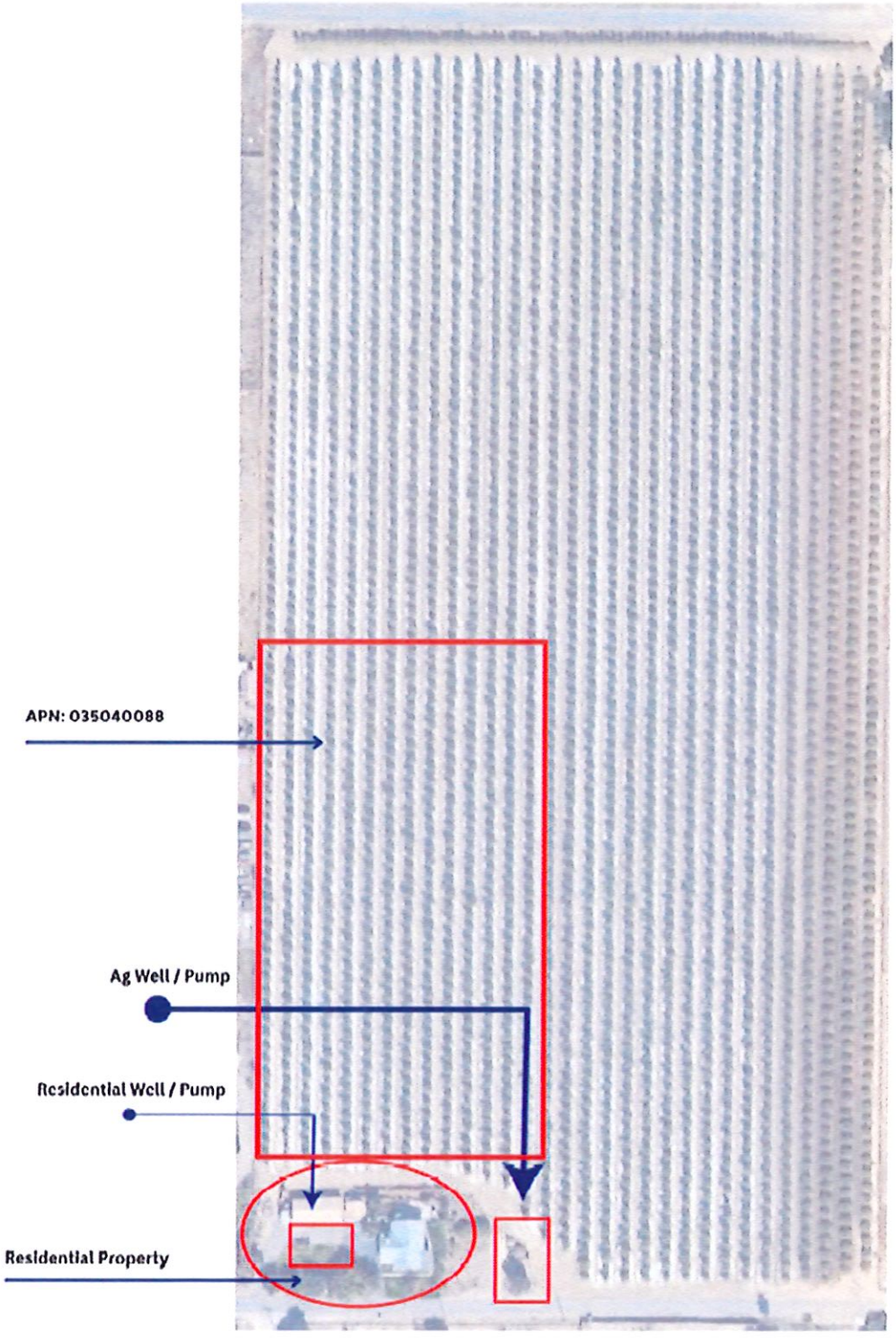
APN:	035-040-088
Number of Acres:	4.77 acres/Project = 4.2 acres

MAP AND REPURPOSING

The Kaban Wellness Retreat project will be located on a previously irrigated almond orchard in Madera County, California. The land is identified by Assessor's Parcel Number (APN): 035-040-088 and has historically been used for commercial agriculture. Before transitioning to almonds, the parcel was home to a productive Thompson grape vineyard, cultivated by the applicant's grandfather, Charles Faso, for over 20 years. In recognition of his agricultural leadership, Mr. Faso was honored as Senior Farmer of the Year in 2006 by the Madera Chamber of Commerce. This multigenerational connection to the land informs the applicant's vision to repurpose the parcel into a sustainable, community-centered retreat.

Project Location Parcel Map

2.6: Project Location/Parcel Map
SATELLITE IMAGERY
Source: (Google Earth)



Item 8.e

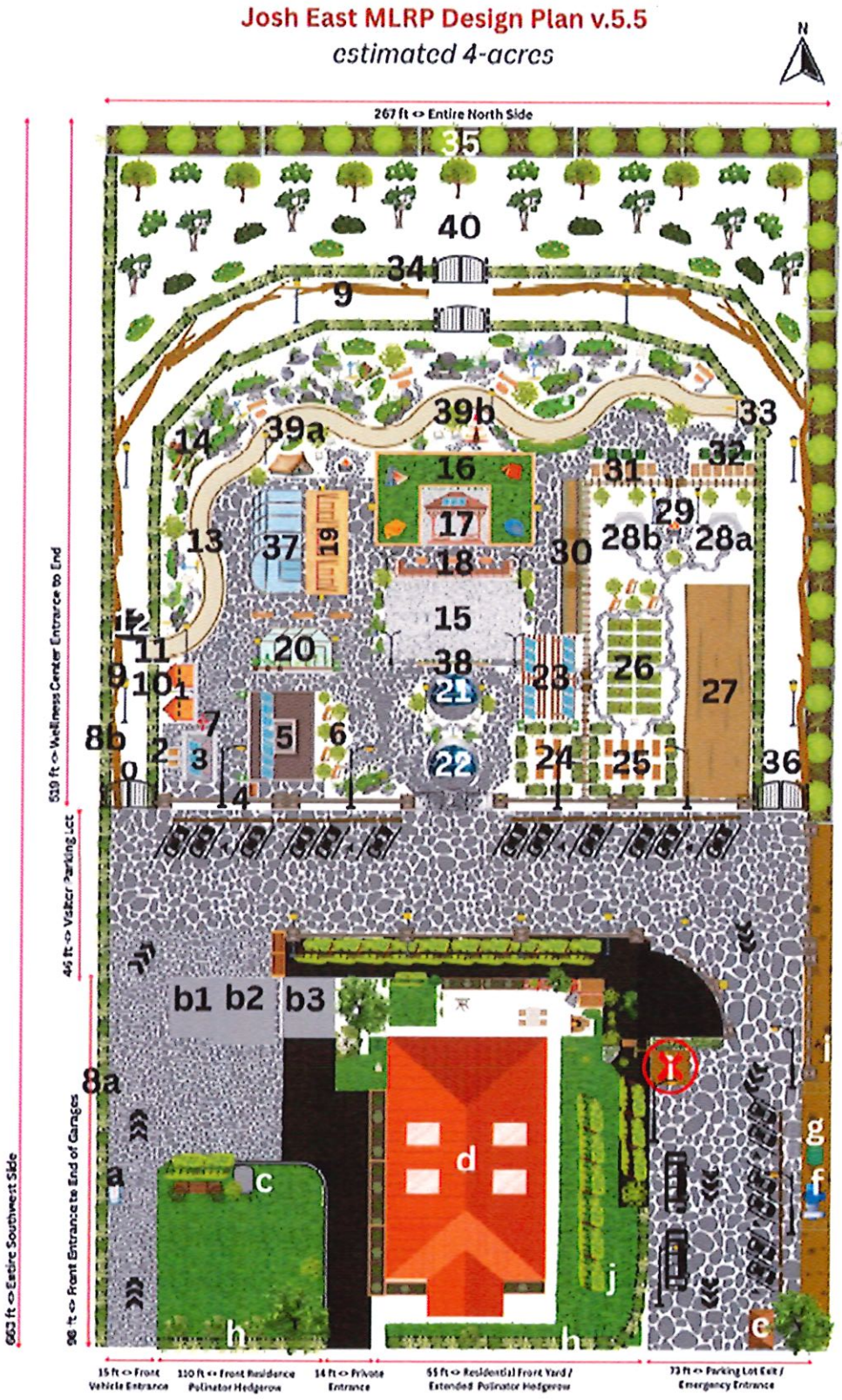

Josh East MLRP Design Plan v.5.5
estimated 4-acres
N
267 ft <> Entire North Side
519 ft <> Wellness Center Entrance to End
46 ft <> Visitor Parking Lot
98 ft <> Front Entrance to End of Garages
663 ft <> Entire Southwest Side
15 ft <> Front Vehicle Entrance
110 ft <> Front Residence Pollinator Hedgerow
14 ft <> Private Entrance
55 ft <> Residential Front Yard / Extended Pollinator Hedgerow
73 ft <> Parking Lot Exit / Emergency Entrance

EXHIBIT "C"

PROJECT CONTRACT

See attached: MCC No. –

Item 9.a

BOARD OF SUPERVISORS
COUNTY OF MADERA

Agendas available: www.MaderaCounty.com
YouTube Videos: Madera County Boards & Commissions

MEMBERS OF THE BOARD

JORDAN WAMHOFF, District No. 1
DAVID ROGERS, District No. 2
ROBERT L. POYTHRESS, District No. 3
LETICIA GONZALEZ, District No. 4
BOBBY MACAULAY, District No. 5

ROBERT MACAULAY, CHAIR
KAREN SCRIVNER, CHIEF CLERK TO THE BOARD

BOARD LETTER & MINUTE ORDER

MEETING DATE: April 14, 2026

AGENDA #

DEPARTMENT:
BOS-015641: BOARD OF DIRECTORS GROUNDWATER SUSTAINABILITY AGENCY/WATER & NATURAL RESOURCES DEPARTMENT

DEPARTMENT CONTACT:	**PLACEMENT**	**DOC. ID #**
Mayumi Ploszaj	DISCUSSION	BOS-015641

PREVIOUS BOARD ACTION(S):
NA

BOARD ACTING AS:	**VOTE REQ.**
BOARD OF DIRECTORS GROUNDWATER SUSTAINABILITY AGENCY	3/5

This Section is reserved for Clerk of the Board's Office Use Only

BOARD'S ACTION:

If approved, the County Auditor-Controller is authorized to make such budgetary adjustments and will carry out the intent and purpose of this budget adjustment(s).

COTB – Choose Motion Result.
COTB – Enter Vote Results.

Processed By: Clerk Name – COTB Use Only.

RECOMMENDED ACTION:

Discussion and consideration to adopt a Resolution adopting the Chowchilla Subbasin Groundwater Demand Management Programs and Subsidence Mitigation Measures.

BACKGROUND SUMMARY / FISCAL IMPACT:

DISCUSSION:

Following a 2023 Inadequate Determination from the California Department of Water Resources (DWR) and amidst subsequent revisions to the Chowchilla Subbasin (Subbasin) Groundwater Sustainability Plan (GSP), the four Groundwater Sustainability Agencies (GSAs) representing the Chowchilla Subbasin (Chowchilla Water District, County of Madera - Chowchilla, County of Merced - Chowchilla, and Triangle T Water District) had several meetings with the State Water Resources Control Board (SWRCB) staff during which the SWRCB staff indicated that the GSAs must prepare demand management programs and subsidence mitigation measures with specific triggers, as a "backstop" to their existing Projects and Management Actions (PMAs).

Given SWRCB guidance and as part of the 2025 Revised Subbasin GSP, the GSAs signed the Demand Management Programs and Subsidence Mitigation Measures Memorandum of Understanding (MOU) to outline the GSAs commitment to developing groundwater demand management (GDM) programs and subsidence mitigation measures as the "backstop" to other PMAs.

The mitigation measures outlined in the MOU include both voluntary and mandatory measures with specific triggers for action to implement as necessary. Mandatory measures are enforceable actions that directly regulate groundwater use, such as groundwater allocations, groundwater extraction fees, or lower-aquifer extraction limits. Voluntary measures are incentive-based or cooperative efforts, such as recharge projects, multi-benefit land repurposing programs, and in-lieu surface water use, that achieve groundwater demand reductions through participation and collaboration

Over the course of the last several months, the GSAs have worked to develop an actionable and implementable GDM Report (Report). The purpose of this Report is to document the GSAs' programmatic approach to prepare for implementation of GDM programs and subsidence mitigation measures beginning in 2026, consistent with the MOU, and to the extent conditions warrant.

The GSAs' programmatic, actionable approach is outlined in this Report as follows:

- **Section 2** describes the specific GDM programs and subsidence mitigation measures, both mandatory and voluntary, that the GSAs are implementing, or are preparing to implement as necessary.
- **Section 3** describes the trigger conditions, with specific spatial and time considerations, that the GSAs will monitor to determine when and where actions are necessary to avoid potential impacts.

- **Section 4** describes the monitoring approach for evaluating whether and where implementation trigger conditions have occurred.
- **Section 5** describes the public outreach and engagement process, including noticing to adjacent Subbasins.
- **Section 6** describes other program implementation and management decisions, including GSA roles and responsibilities, GSA feedback and periodic review to ensure that actions under this approach are effective, and potential GSA funding and financing approaches.

Section 2 of the Report outlines the existing programs and measures that are implemented or are being prepared for implementation if necessary.

For example, Madera County GSA has implemented a demand management program with allocation, penalties, and a recharge policy.

Madera County GSA also has existing voluntary measures such as participating in the Multi-Benefit Land Repurposing Program (MLRP), voluntary land fallowing, Chowchilla Bypass Flood Flow Recharge Projects, Water Purchase Programs, Water Imports Purchase, and Millerton Flood Release Imports.

Since 2022, Madera County GSA has had an established groundwater allocation program for measuring and monitoring consumptive use for each irrigated parcel or farm unit. This allocation program is supporting sustainable groundwater management by gradually limiting groundwater extraction within the Madera County GSA areas to the sustainable yield of the Subbasin, accomplished by gradually reducing the transitional water to 0 AF per acre by 2040. In total, this is estimated to reduce demand to approximately 22,500 AF by 2040 for the Madera County GSA in the Subbasin.

Since 2023, penalties have been in place for exceeding the farm unit allocation. Penalties started out at $100 per AF in 2023 and have increased by $100 per AF per calendar year, up to a maximum of $500 per AF for water use over the farm unit allocation. This includes an additional $1000 per farm unit. The penalties collected go towards funding Madera County GSAs portion of the Domestic Well Mitigation Program in the Subbasin.

Madera County GSA has also developed and implemented a recharge policy that would credit recharge benefits to the allocation of areas where recharge occurred. There are two components to the recharge policy, one related to storing surface water derived from a water right or contract and the other from an approved diversion during a flood event.

Section 2 of the Report also outlines potential mandatory measures that the GSAs have

identified that could be initiated or expanded if trigger conditions occur and indicate a need for additional or more aggressive response(s).

For example, Madera County GSA could potentially look into adjusting the transitional water to reduce groundwater extraction within focused areas, and/or set lower aquifer groundwater extraction limits within focused areas where subsidence risks are elevated. This could also include potentially requiring measurements of wells used for Concentrated Animal Feeding Operations (CAFOs).

These potential refinements can be considered and implemented according to trigger responses and focused in areas where trigger conditions occur. Refinements are expected to be determined on a case-by-case basis, depending on the location and extent of trigger conditions. Any refinements to the demand management program will require a robust and transparent public outreach and engagement process.

Section 3 of the Report outlines implementation triggers, extent, and timeline.

Trigger thresholds have been set relative to subsidence, as subsidence is considered by the GSAs to be the most restrictive sustainability indicator in the Subbasin. A series of trigger thresholds have been developed to evaluate subsidence conditions in the Subbasin leading toward implementation of mandatory measures.

The condition for action to be taken requires subsidence triggers thresholds at two representative monitoring sites (RMS) to have been exceeded in the same year. These triggers follow a modified stoplight approach (green-yellow-orange-red light). Green means no action is necessary, yellow is to maximize the use of voluntary measures, orange will need to prepare for implementation of mandatory measures within one year and red will need to immediately implement mandatory measures.

The timeline for an evaluation will be presented each year as part of the Annual Report for the subbasin. At this time, if any trigger conditions have been met then subsequent action will be initiated related to the trigger exceeded.

Section 4 of the Report outlines the monitoring approach that will utilize the monitoring network and protocols established in the 2025 Revised Subbasin GSP.

Section 5 of the Report details public outreach and engagement approaches such as a combination of public meetings and advisory committee discussions, website postings, email lists, translated materials, and targeted outreach.

The GSAs also plan to work with adjacent subbasins toward a regional approach to subsidence mitigation. Collaboration with neighboring subbasins is necessary to

adequately address subsidence concerns.

Section 6 of the Report outlines the roles and responsibilities of implementing the GDM programs and subsidence mitigation measures. Each GSA will be responsible for initiating the measures described above and in the Report within its jurisdiction.

Each GSA is responsible for funding and financing each individual GSAs effort.

This item was reviewed at the Chowchilla Subbasin Advisory Committee on February 18, 2026. Action was taken to recommended approval to each of the GSA's governing board. This item was reviewed at the Madera County GSA Committee meeting on March 03, 2026, as an informational item and brought back to the Madera County GSA Committee again on April 07, 2026, for action.

FISCAL IMPACT:

There is no fiscal impact to the general fund.

CONNECTION TO THE COUNTY OF MADERA STRATEGIC PLAN:

STRATEGIC FOCUS AREAS

- Focus Area 6: Infrastructure

ATTACHMENTS:

1. Chowchilla GDM Subsidence Mitigation Report – 20260325
2. Chowchilla Subbasin Groundwater Demand Management Programs and Subsidence Mitigation Measures Resolution

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

In the Matter of	Resolution No. 2026-____
THE SUSTAINABLE GROUNDWATER MANAGEMENT ACT Chowchilla Subbasin	RESOLUTION ADOPTING THE CHOWCHILLA SUBBASIN GROUNDWATER DEMAND MANAGEMENT PROGRAMS AND SUBSIDENCE MITIGATION MEASURES

WHEREAS, the California Legislature passed a statewide framework for sustainable groundwater management, known as the Sustainable Groundwater Management Act (California Water Code §10720 *et seq.*), pursuant to Senate Bill 1168, Senate Bill 1319, and Assembly Bill 1739, which was approved by the Governor and Chaptered by the Secretary of State on September 16, 2014; and

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; and

WHEREAS, the Chowchilla Groundwater Subbasin ("Chowchilla Subbasin") has been designated by the Department of Water Resources ("DWR") as a high-priority basin and in critical groundwater overdraft (DWR Bulletin 118 Groundwater Basin: 5-022.05); and

WHEREAS, the Madera County - Chowchilla GSA is a GSA under SGMA for certain portions of the Chowchilla Subbasin; and

WHEREAS, pursuant to Water Code section 10727, SGMA requires that a Groundwater Sustainability Plan (GSP) or multiple GSPs be developed and implemented by January 31, 2020 for each high-priority basin; and

WHEREAS, the Madera County Chowchilla GSA, the Chowchilla Water District GSA, the Triangle T Water District GSA, and the Merced County Chowchilla GSA (collectively hereinafter the "Chowchilla Subbasin GSAs") have collaboratively prepared a single GSP for the Chowchilla Subbasin ("Chowchilla Subbasin GSP") in accordance with Water Code section 10727.2 to include all the components required by SGMA; and

WHEREAS, on or about December 17, 2019, the Chowchilla Subbasin GSAs adopted the Chowchilla Subbasin GSP; and

WHEREAS, on or about January 29, 2020, the Chowchilla Subbasin GSP was submitted to DWR for review, public comment, and approval; and

WHEREAS, on November 18, 2021, DWR completed a review of the Chowchilla Subbasin GSP and released an incomplete determination of the Chowchilla Subbasin GSP, initiating a 180-day consultation period between January 28, 2022, and July 27, 2022; and

WHEREAS, the Chowchilla Subbasin GSAs completed the first revision of the Chowchilla Subbasin GSP in response to the incomplete determination made by DWR; and

WHEREAS, on or about July 27, 2022, the first revision of the Chowchilla Subbasin GSP was submitted to DWR for review, public comment, and approval; and

WHEREAS, on March 2, 2023, DWR completed a review of the first revision of the Chowchilla Subbasin GSP submitted July 27, 2022, and released an inadequate determination of the first revision of the Chowchilla Subbasin GSP; and

WHEREAS, the Chowchilla Subbasin GSAs acted quickly whereby seeking to eliminate the need for a probationary hearing before the State Water Resources Control Board (SWRCB) through informal submission of the second revision of the Chowchilla Subbasin GSP to the SWRCB on May 5, 2023; and

WHEREAS, following the May 5, 2023, submission, the Chowchilla Subbasin GSAs consulted on numerous occasions with SWRCB staff; and

WHEREAS, over the course of numerous discussions with SWRCB staff, it was explicitly clear that SWRCB staff were concerned that Projects and Management Actions (PMAs) in the Chowchilla Subbasin GSP may not come to fruition and/or may not deliver the intended benefit; and

WHEREAS, given SWRCB staff's concern regarding the uncertainty of PMA implementation, SWRCB staff indicated that the Parties must prepare demand management programs and subsidence mitigation measures with specific triggers, providing a "backstop" and an alternative pathway for achieving sustainability should the other Chowchilla Subbasin GSP PMAs either not come to fruition or not yield the intended benefits; and

WHEREAS, in response to SWRCB staff direction, the Chowchilla Subbasin GSAs developed and entered into a Groundwater Demand Management and Subsidence Mitigation Measures Memorandum of Understanding (GDM MOU); and

WHEREAS, the GDM MOU obligated the Chowchilla Subbasin GSAs to develop, review, consider, and undertake demand management and subsidence mitigation measures through development of a GDM Program, ready for implementation no later than January 1, 2026, consistent with the terms of the GDM MOU; and

WHEREAS, the Chowchilla Subbasin GSAs completed additional revisions to the Chowchilla Subbasin GSP in 2023-2025, consistent with the direction provided by SWRCB staff; and

WHEREAS, the Chowchilla Subbasin GSAs submitted the 2025 Revised Chowchilla Subbasin GSP to the SWRCB in March 2025, inclusive of the GDM MOU; and

WHEREAS, in April 2025 the SWRCB released a Staff Assessment that concluded further consideration of a probationary designation for the Chowchilla Subbasin based on DWR's 2022 GSP Inadequate Determination was not warranted at that time, and further recommended that the SWRCB return the Chowchilla Subbasin to DWR's jurisdiction under chapter 10 of SGMA; and

WHEREAS, on June 3, 2025, the SWRCB voted unanimously to return the Chowchilla Subbasin to DWR's jurisdiction under chapter 10 of SGMA; and

WHEREAS, execution of the GDM MOU and development of the GDM Program is believed to be the primary mechanism that allowed the Chowchilla Subbasin GSAs to avoid probationary status; and

WHEREAS, consistent with the GDM MOU, the Chowchilla Subbasin GSAs have worked diligently and expeditiously to develop the GDM Program; and

WHEREAS, the GDM Program includes a host of voluntary, mandatory, and potential additional mandatory measures; and

WHEREAS, while the GDM Program is expected to broadly benefit groundwater conditions in the Subbasin across all sustainability indicators, subsidence and potential impacts of subsidence are anticipated to be the most limiting factors in achieving the Subbasin's sustainability goal, and thus the Chowchilla Subbasin GSAs have prioritized development and implementation of the GDM Program to proactively monitor and promptly address subsidence conditions in the Chowchilla Subbasin; and

WHEREAS, the GDM Program includes detailed and specific triggers for implementation; and

WHEREAS, the GDM Program includes specific quantitative analyses of conditions in the Chowchilla Subbasin that trigger action; and

WHEREAS, the GDM Program includes specific monitoring and reporting requirements; and

WHEREAS, the GDM Program is intended to focus mandatory measures in specific areas of concern – or Zones of Implementation – if triggers conditions occur and additional action is necessary; and

WHEREAS, the GDM Program is not one-size fits all, and includes GSA-specific voluntary, mandatory, and potential additional mandatory measures; and

WHEREAS, the Chowchilla Subbasin GSAs are responsible for implementation of voluntary, mandatory, and potential additional mandatory measures within their jurisdictional boundaries; and

WHEREAS, the GDM Program is not intended to override or otherwise alter ongoing implementation of existing voluntary, mandatory, and potential additional mandatory measures currently being implemented by the Chowchilla Subbasin GSAs; and

WHEREAS, the GDM Program recognizes the adaptive management approach of SGMA; and

WHEREAS, implementation of potential additional mandatory measures as outlined in the GDM Program and/or as may be developed through adaptive management are only necessary if warranted to address trigger conditions in locally focused areas within the Chowchilla Subbasin.

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

1. The foregoing is true and correct.

2. The GDM Program as developed and as presented to the Board of Directors is hereby approved and adopted.

3. Implementation of the GDM Program will follow an adaptive management approach, as described in the GDM Program and the 2025 Revised Chowchilla Subbasin GSP.

4. The GDM Program and associated mandatory measures and/or potential additional mandatory measures may be developed and refined through adaptive management, and are only necessary if warranted to address trigger conditions within the Chowchilla Subbasin.

5. The Director of the County Department of Water and Natural Resources is hereby authorized and directed to timely provide notification of this approval and adoption to DWR, including a copy of this Resolution, the approved GDM Program, and any additional information required by law to DWR as an attachment to the Chowchilla Subbasin GSP Water Year 2025 Annual Report.

* *

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_____

Chowchilla Subbasin

Groundwater Demand Management Programs and Subsidence Mitigation Measures Report

April 2026








Chowchilla Subbasin
Groundwater Demand Management Programs and Subsidence Mitigation Measures Report

Prepared for

Chowchilla Water District GSA
County of Madera GSA – Chowchilla
County of Merced GSA – Chowchilla
Triangle T Water District GSA

Prepared by

Davids Engineering, Inc.
Luhdorff & Scalmanini, Consulting Engineers

April 2026

Table of Contents

1 Introduction 1-1
2 GDM Programs and Subsidence Mitigation Measures 2-1
2.1 Existing Programs and Measures 2-1
2.1.1 Existing Mandatory Measures 2-2
2.1.2 Existing Voluntary Measures 2-6
2.2 Potential Programs and Measures 2-10
2.2.1 Potential Mandatory Measures 2-11
2.2.2 Proposed Voluntary Measures 2-14
3 Implementation Triggers, Extent, and Timeline 3-1
3.1 Triggers 3-1
3.2 Extent 3-3
3.3 Timeline 3-4
4 Monitoring Approach 4-1
5 Public Outreach and Engagement 5-1
5.1 Outreach and Engagement Approach 5-1
5.2 Noticing to Adjacent Subbasins 5-2
6 Program Implementation and Management 6-1
6.1 Roles and Responsibilities 6-1
6.2 Feedback and Review 6-1
6.3 Funding and Financing 6-2
Appendix A. Existing Mandatory Measures Supporting Documentation A-1-1
Appendix A.1. Chowchilla Water District GSA Groundwater Extraction Fee Program A-1-1
Appendix A.2. Madera County GSA Demand Management Program A-2-1
Appendix A.3. Triangle T Water District GSA Subsidence Control Measures Agreement A-3-1

List of Tables

Table 1-1. Chowchilla Subbasin GSAs.
Table 2-1. Existing Mandatory Measures for GDM and Subsidence Mitigation.
Table 2-2. Existing Voluntary Measures for GDM and Subsidence Mitigation.
Table 2-3. Potential Mandatory Measures for GDM and Subsidence Mitigation.
Table 3-1. Subsidence SMC (Interim Milestones) for the Subbasin Eastern and Western Management Areas, from 2025 Revised Subbasin GSP (Table 3-5).

List of Figures

Figure 1-1. Chowchilla Subbasin GSAs Map.
Figure 3-1. Template for Evaluation of Subsidence Trigger Thresholds for the 2025 to 2029 Interval.
Figure 3-2. Generalized Process to Determine the Spatial Extent of Triggered Action.
Figure 3-3. Land Subsidence Representative Monitoring Sites.
Figure 3-4. Approach for Annual Evaluation of Subsidence Triggers.

Appendices

Appendix A. Existing Mandatory Measures Supporting Documentation

- Appendix A.1. Chowchilla Water District GSA Groundwater Extraction Fee Program
- Appendix A.2. Madera County GSA Demand Management Program
- Appendix A.3. Triangle T Water District GSA Subsidence Control Measures Agreement

1 Introduction

The Chowchilla Subbasin (Subbasin) is designated by the California Department of Water Resources (DWR) as a critically overdrafted subbasin that forms part of the San Joaquin Valley Groundwater Basin (DWR Bulletin 118 No. 5-022.05). The Subbasin has experienced long-term groundwater overdraft and subsidence in recent decades, prompting the need for measures that reduce groundwater extraction, mitigate subsidence, and support the Subbasin's Sustainable Groundwater Management Act (SGMA) compliance objectives.

The Subbasin is managed by four groundwater sustainability agencies (GSAs): Chowchilla Water District (CWD) GSA, Madera County GSA – Chowchilla (Madera County GSA), Merced County GSA – Chowchilla (Merced County GSA), and Triangle T Water District (TTWD) GSA. The locations and areas managed by each of the GSAs are summarized in **Table 1-1** and **Figure 1-1**. The four GSAs have collectively developed, adopted, and are now implementing one unified Groundwater Sustainability Plan (GSP) for the Subbasin. Under the GSP, the GSAs are collectively monitoring and managing groundwater conditions in the Subbasin to achieve sustainability by 2040, with each GSA responsible for implementing projects and management actions (PMAs) to achieve the Subbasin sustainability goal.

The initial GSP was first adopted in January 2020, and as of January 2025, the Subbasin GSAs have revised the GSP on three occasions. The first revisions were completed in 2022, when the GSP was revised to resolve deficiencies identified by DWR in their January 2022 consultation letter. The second revisions were completed in 2023, when the Subbasin GSAs revised certain sections of the GSP to address remaining deficiencies identified by DWR in their March 2023 inadequate determination. The third revisions were completed in January 2025, when the Subbasin GSAs revised certain sections of the GSP to address comments, and guidance provided by State Water Resources Control Board (SWRCB) staff. In June 2025, following SWRCB staff's review of the 2025 Revised Subbasin GSP[1], the SWRCB determined that a probationary designation for the Subbasin was not necessary and that it would return the Subbasin to DWR's jurisdiction. The 2025 Revised Subbasin GSP remains under review by DWR staff as of early 2026. Coordinated implementation of the 2025 Revised Subbasin GSP is currently underway to achieve sustainable management of the Subbasin by 2040, in compliance with SGMA.

As part of the 2025 Revised Subbasin GSP, the GSAs signed the Demand Management Programs and Subsidence Mitigation Measures Memorandum of Understanding (MOU), included in Appendix 3.N. of the 2025 Revised Subbasin GSP. The MOU outlines the GSAs' commitment to developing groundwater demand management (GDM) programs and subsidence mitigation measures as a backstop to other PMAs. These measures, with specific triggers and financial mechanisms, aim to address and mitigate overdraft, groundwater level decline, subsidence, and potential impacts stemming from subsidence during GSP implementation. While these measures are expected to broadly benefit groundwater conditions in the Subbasin across all sustainability indicators, subsidence and potential impacts of subsidence are anticipated to be the most limiting factors in achieving the Subbasin's sustainability goal. The GSAs recognize that the sustainability indicator with the most restrictive sustainable management criteria will govern the determination of whether the Subbasin is on track to achieve sustainability, or whether undesirable results have occurred or are likely to occur. Given the historical rates and extent of subsidence in the Subbasin, the GSAs have prioritized the development and implementation of GDM and subsidence

[1] The January 2025 Revised GSP is available on the Madera County website: https://www.maderacountywater.com/chowchilla-subbasin/.

mitigation measures to proactively monitor and promptly address subsidence conditions before undesirable results are experienced.

The purpose of this report is to document the GSAs' programmatic approach to prepare for implementation of GDM programs and subsidence mitigation measures beginning in 2026, consistent with the MOU. In this approach, the GSAs are currently implementing certain existing GDM and subsidence mitigation measures to avoid potential undesirable results and impacts stemming from subsidence. These include "mandatory measures" (i.e., enforceable actions that directly regulate groundwater use) and "voluntary measures" (i.e., incentive-based or cooperative efforts). The GSAs are also preparing to implement other potential measures – both mandatory and voluntary – if conditions in the Subbasin require targeted actions to address impacts stemming from subsidence. To determine if, when, and where targeted actions are needed, the GSAs have developed a programmatic, actionable approach to evaluate and track subsidence conditions in the Subbasin against specific, measurable "trigger conditions" that demand increasing levels of action with increasing severity of subsidence. The trigger conditions are within the subsidence interim milestones established in the January 2025 Revised GSP, ensuring that actions taken under this approach support achievement of the Subbasin sustainability goal.

The GSAs' programmatic, actionable approach is outlined in this report as follows:

- **Section 2** describes the specific GDM programs and subsidence mitigation measures, both mandatory and voluntary, that the GSAs are implementing, or are preparing to implement as necessary.
- **Section 3** describes the trigger conditions, with specific spatial and time considerations, that the GSAs will monitor to determine when and where actions are necessary to avoid potential impacts.
- **Section 4** describes the monitoring approach for evaluating whether and where implementation trigger conditions have occurred.
- **Section 5** describes the public outreach and engagement process, including noticing to adjacent Subbasins.
- **Section 6** describes other program implementation and management decisions, including GSA roles and responsibilities, GSA feedback and periodic review to ensure that actions under this approach are effective, and potential GSA funding and financing approaches.

Table 1-1. Chowchilla Subbasin GSAs.

GSA	GSA Abbreviation	GSA Area, Acres[1]	GSA Area, % of Total
Chowchilla Water District GSA	CWD GSA	85,500	59%
County of Madera GSA - Chowchilla	Madera County GSA	43,000	29%
County of Merced GSA - Chowchilla	Merced County GSA	1,300	1%
Triangle T Water District GSA	TTWD GSA	16,500	11%
	Total	**146,300**	**100%**

[1] Areas include CWD annexations, TTWD annexations, and associated GSA boundary changes since the initial GSP.

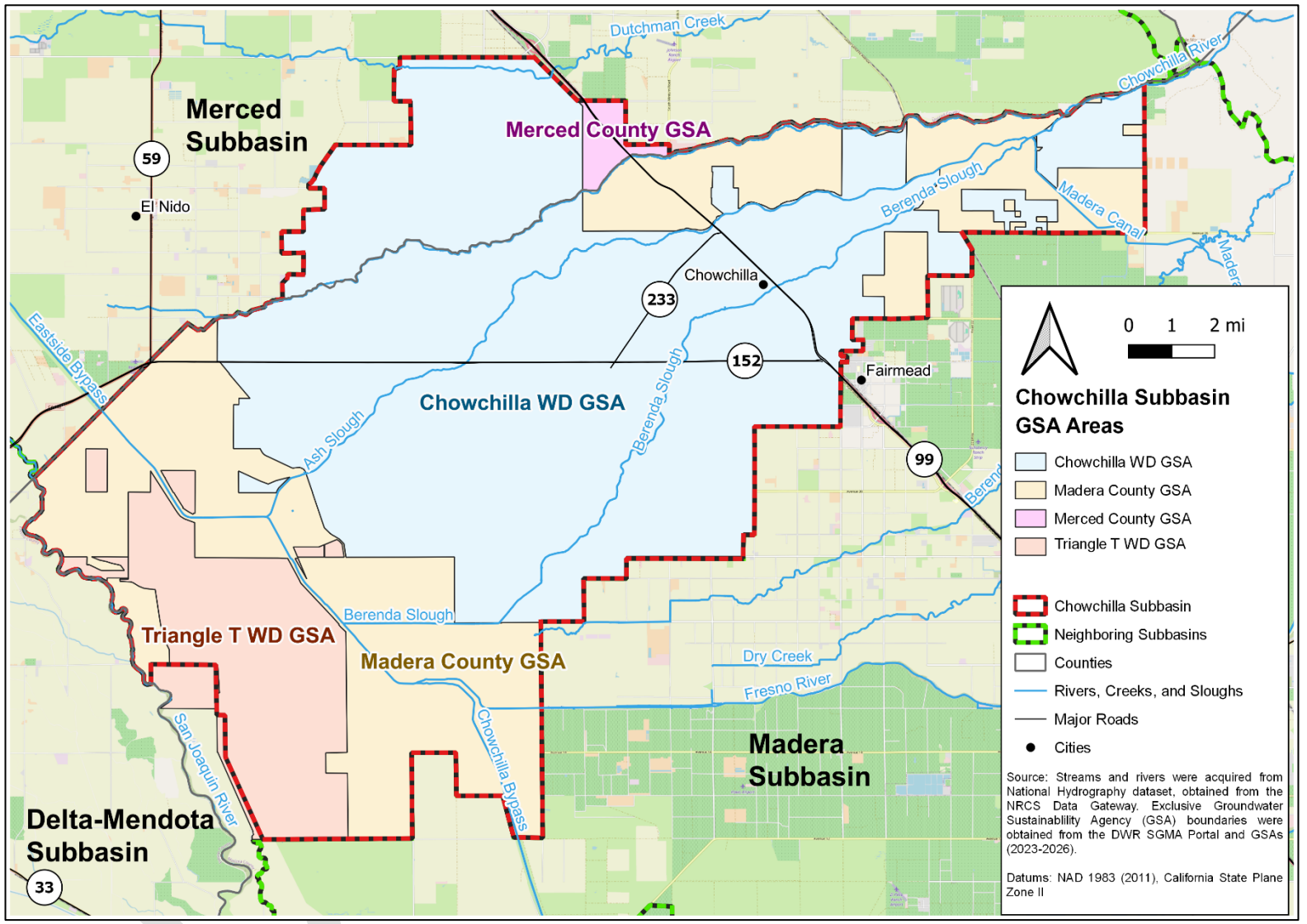


Figure 1-1. Chowchilla Subbasin GSAs Map.[1]

[1] *Areas include CWD annexations, TTWD annexations, and associated GSA boundary changes since the initial GSP.*

2 GDM Programs and Subsidence Mitigation Measures

This section describes the specific programs and measures that the GSAs are implementing, or are preparing to implement as necessary, for demand reduction and subsidence mitigation.

These measures represent specific actions:

- The GSAs have already taken or will be prepared to implement in 2026 (**Section 2.1**), or that
- The GSAs are prepared to initiate if conditions in the Subbasin exceed defined triggers (described in **Section 3**), indicating a need for further action (**Section 2.2**).

This report is intended to serve as a living reference and summary of the GSAs' initial efforts to develop and implement a coordinated framework of GDM and subsidence mitigation measures within the Subbasin. As new PMAs and measures are initiated, refined, or retired, the GSAs will document updates through Annual Reports, Periodic Evaluations, and future GSP revisions (Plan Amendments, as required), and will also review and revise this report, as necessary, to ensure that the Subbasin's GDM and subsidence mitigation framework remains current, clear, responsive to changing conditions, implementable, and an effective means of avoiding impacts to beneficial uses and users within the Subbasin.

2.1 Existing Programs and Measures

Since adoption of the 2020 GSP, the Subbasin GSAs have continued to develop and implement a wide range of PMAs that advance the Subbasin's sustainability objectives. Many of these efforts directly or indirectly contribute to achieving the goals of the MOU by reducing groundwater extraction, encouraging conjunctive use practices, and minimizing land subsidence.

In the 2025 Revised Subbasin GSP and GSP Annual Reports, each GSA has identified PMAs and management strategies suited to its unique water supply conditions and operational authorities. These PMAs and strategies include groundwater allocations and groundwater extraction fees, recharge and surface water use initiatives, and multi-benefit land repurposing efforts. As GSP implementation has progressed, several of these PMAs have matured into active programs and measures, or are currently planned and are in the process of being implemented in 2026. Together, they form the foundation of the Subbasin's adaptive management framework and provide a strong foundation for coordinated response actions under the MOU.

This section describes the existing programs and measures that the GSAs are currently implementing – or are preparing to implement – as of 2026, and how the GSAs will integrate these existing programs and measures into a coordinated framework of GDM and subsidence mitigation measures that can be maintained during GSP implementation, or intensified if monitoring indicates that triggers have been exceeded (i.e., trigger conditions occur) and further action is necessary. Within this framework, programs and measures are grouped according to their implementation approach:

- **Mandatory measures** are enforceable actions that directly regulate groundwater use, such as groundwater allocations, groundwater extraction fees, or lower-aquifer extraction limits.
- **Voluntary measures** are incentive-based or cooperative efforts, such as recharge projects, multi-benefit land repurposing programs, and in-lieu surface water use, that achieve groundwater demand reductions through participation and collaboration.

The following sections summarize the existing measures that each GSA is implementing or preparing to implement. **Table 2-1** and **2-2** identify the existing mandatory and voluntary measures, respectively, that are associated with each GSA, including implementation status. Detailed descriptions of each measure follow in the subsequent subsections.

In addition to these measures, the GSAs are also in the process of establishing a Subbasin Critical Infrastructure Operator Group, consistent with the 2025 Revised Subbasin GSP (2025 Revised Subbasin GSP Section 3.4.3). The Critical Infrastructure Operator Group was proposed by the GSAs – with strong support from critical infrastructure operators and agencies interviewed by the GSAs – as a means to keep up to date on impacts to critical infrastructure within the Subbasin. The Critical Infrastructure Operator Group is planning to meet annually to provide updates on any potential critical infrastructure impacts related to subsidence, coordinate ongoing PMA implementation, and to discuss any potential critical infrastructure mitigation concerns.

2.1.1 Existing Mandatory Measures

The GSAs' existing mandatory measures are summarized in **Table 2-1**, and include enforceable programs that directly regulate groundwater use, such as groundwater allocations, groundwater extraction fee structures, or lower-aquifer extraction limits. The GSAs are currently implementing – or are preparing to implement – each of these measures as of 2026. Further details are provided below for each GSA.

Table 2-1. Existing Mandatory Measures for GDM and Subsidence Mitigation.

GSA	Existing Mandatory Measure Name	Status
CWD GSA	Groundwater Extraction Fee Program	Planned (2026)
Madera County GSA	Demand Management Program (with associated allocation, penalties, recharge policies, and land fallowing as a byproduct of other policies)	Implemented
Merced County GSA	Demand Management Program (consistent with Madera County GSA)	Planned (2026)
Triangle T Water District GSA	Subsidence Control Measures Agreement (with associated lower aquifer groundwater extraction limits) and forthcoming operating agreement	Implemented (2017), with an Operating Agreement Planned (2026)

2.1.1.1 Chowchilla Water District GSA

CWD GSA is the largest GSA within the Subbasin by area (85,500 acres, 59% of the Subbasin), and includes land within the CWD service area. When available, irrigators within CWD use surface water supplies delivered by CWD and groundwater extracted from privately-owned wells to meet irrigation demand. As part of its sustainability strategy under SGMA, CWD GSA has focused on efforts that encourage greater use of surface water when it is available and discourage groundwater use.

CWD GSA is currently developing its Groundwater Extraction Fee Program as an enforceable measure for discouraging groundwater use within the CWD GSA area. The Groundwater Extraction Fee Program, described below, represents the GSA's existing mandatory measure (beginning in 2026) and establishes an administrative and legal framework for further enforceable actions if required in the future.

2.1.1.1.1 Groundwater Extraction Fee Program

CWD GSA is in the process of developing the Groundwater Extraction Fee Program (program) that establishes a tiered fee structure for groundwater extraction for irrigation within the CWD GSA area, with higher fees incurred for higher groundwater extraction above defined groundwater extraction thresholds. CWD GSA has committed to developing the administrative, legal, and measurement components necessary to initiate the program in 2026.

The Groundwater Extraction Fee Program is being developed as a strategy to discourage groundwater extraction and to encourage in-lieu recharge by making surface water a more financially attractive source of supply, particularly in years when ample surface water supply is available. The program's structure, based on fee tiers that increase with greater levels of groundwater extraction, is intended to influence irrigator behavior in a flexible but enforceable manner. Additional information about CWD GSA's development of the Groundwater Extraction Fee Program is provided in **Appendix A.1**. Opportunities for refining the Groundwater Extraction Fee Program in the future to respond to trigger conditions are described in **Section 2.2.1**.

2.1.1.2 Madera County GSA

Madera County GSA is the second-largest GSA within the Subbasin by area (43,000 acres, 29% of the Subbasin), and includes lands outside the jurisdictional areas of other GSAs within Madera County. Madera County GSA currently administers a demand management program – with associated allocation, penalties, recharge policies, and land fallowing as a byproduct of other policies – that serves as a central component of its groundwater management strategy within the Subbasin. The Madera County GSA's demand management program, described below, represents the GSA's existing mandatory measure and establishes an administrative and legal framework for further enforceable actions if required in the future.

2.1.1.2.1 Demand Management Program

Madera County GSA currently administers a comprehensive demand management program (program) – with associated allocation, penalties, recharge policies, and land fallowing as a byproduct of other policies – that will oversee a managed reduction in the volume of groundwater consumed by irrigated agriculture within the Madera County GSA area over the 20-year GSP implementation period. Since adoption of the groundwater allocation approach in 2020, Madera County GSA has proceeded with program development and implementation to incrementally reduce groundwater consumption across the Madera County GSA-managed portion of the Subbasin (and the Madera and Delta-Mendota Subbasins).

The demand management program currently establishes an enforceable "allocation" for consumptive groundwater use, expressed as evapotranspiration of applied water (ETAW), for each irrigated parcel or farm unit. The allocation each year is defined by Madera County GSA by combining the sustainable yield and a transitional water component that reduces in volume through 2040. Information on the allocation is provided on Madera County GSA's website: https://www.maderacountywater.com/allocations/.

This program is expected to support sustainable groundwater management by gradually limiting groundwater extraction within the Madera County GSA areas to the sustainable yield of the Subbasin, accomplished by gradually reducing the transitional water to 0 AF per acre by 2040. In total, this is estimated to reduce demand to approximately 22,500 AF by 2040 for the Madera County GSA in the Chowchilla Subbasin. The targeted volume of demand reduction was determined through an analysis of the basin setting and water budget, consistent with the Subbasin GSP, with the goal of mitigating overdraft

within the Madera County GSA area and achieving the sustainable yield by 2040. Program implementation is currently being supported by a structured monitoring and reporting system that enables accurate tracking of groundwater consumption and compliance across the Madera County GSA-managed areas.

Madera County GSA has been enforcing the approved allocations since 2022. In 2025, allocations were in place and were being tracked and enforced with associated penalties in the Madera County GSA (within the Chowchilla, Madera, and Delta-Mendota Subbasins) through measurements of groundwater use by approved measurement methods. Madera County GSA has also developed and is implementing a recharge policy that credits recharge benefits to the allocation of areas where recharge occurred.

Development and implementation of the demand management program has also been complemented by other projects and efforts by the Madera County GSA, including the Multibenefit Land Repurposing Program (MLRP) and the demand measurement program and verification project. Additional information about Madera County GSA's demand management program and associated policies is provided in **Appendix A.2**.

The demand management program applies to all lands within the Madera County GSA area, and is already implemented as of 2026. By setting and enforcing an allocation for consumptive groundwater use to mitigate overdraft and achieve the sustainable yield, the program is directly aligned with the goals of the MOU and will help mitigate impacts to aquifer depletion and subsidence. Opportunities for refining the demand management program in the future to respond to trigger conditions are described in **Section 2.2.1**.

2.1.1.3 Merced County GSA

Merced County GSA represents the smallest area of the Subbasin (1,300 acres, <1% of the Subbasin area), and includes lands in the Sierra Vista Mutual Water Company (SVMWC) that are within Merced County. Merced County GSA is currently in discussions with Madera County GSA and SVMWC with the intention of adopting a MOU that applies the Madera County GSA's demand management program (described in the previous section) to the Merced County GSA's area. The planned MOU, described below, represents the GSA's existing mandatory measure (beginning in 2026) and establishes an administrative and legal framework for further enforceable actions if required in the future.

2.1.1.3.1 Demand Management Program

Merced County GSA is currently in discussions with Madera County GSA and SVMWC with the intention of entering into an MOU where Merced County GSA and SVMWC would allow Madera County to apply and enforce the Madera County GSA's demand management program over the SVMWC lands in Merced County. Consistency in the demand management program will allow SVMWC to manage all lands within its service area according to the same allocation and associated policies. Consistency also supports the Subbasin's coordinated MOU framework.

Discussions are expected to result in an agreement between the parties that will apply all required components of the demand management program in the Merced County GSA consistent with the Madera County GSA program, including:

- Allocation and penalty policies
- Measurement and monitoring policies
- Recharge policies

As of early 2026, the Merced County GSA and the Madera County GSA are in the process of negotiating an agreement that is expected to be signed in 2026. The agreement is expected to result in an enforceable "allocation" for consumptive groundwater use in the Merced County GSA area that is based on the same sustainable yield and transitional water components as the Madera County GSA program, designed to gradually reduce groundwater use and achieve the sustainable yield by 2040. Likewise, the agreement will support immediate program implementation through the same structured monitoring and reporting system used in Madera County GSA to ensure accurate tracking of groundwater consumption and compliance across the Merced County GSA area. As currently planned, key components of the agreement will allow Madera County GSA to measure allocations for SVMWC, and Merced County GSA to continue fulfilling applicable reporting requirements.

By joining the demand management program that is already being implemented in Madera County GSA, Merced County GSA will have in place the administrative, legal, and measurement components necessary to implement these mandatory measures in 2026. Opportunities for refining the demand management program in the future to respond to trigger conditions are described in **Section 2.2.1**.

2.1.1.4 Triangle T Water District GSA

Triangle T Water District (TTWD) GSA covers approximately 16,500 acres (11% of the Subbasin) along the western edge of the Subbasin, in one of the Subbasin's historically subsidence-prone regions. In efforts to mitigate subsidence and avoid undesirable results to beneficial uses and users and critical infrastructure, landowners in TTWD GSA signed the Subsidence Control Measures Agreement in 2017 together with other agencies in the Delta-Mendota Subbasin. The Subsidence Control Measures Agreement and a forthcoming operating agreement between the parties, described below, represents the GSA's existing mandatory measures and establishes an administrative and legal framework for further enforceable actions if required in the future.

2.1.1.4.1 Subsidence Control Measures Agreement and Operating Agreement

In 2017, the initial Subsidence Control Measures Agreement was executed between certain landowners in the Subbasin's western management area (including all of TTWD GSA and some neighboring landowners), and the Central California Irrigation District (CCID), San Luis Canal Company, and Henry Miller Reclamation District #2131. Landowners that entered into the initial Agreement collectively manage more than 14,000 acres in, or adjacent to, TTWD GSA. A copy of the initial agreement is provided in Appendix 3.F of the 2025 Revised Subbasin GSP, and was in effect from 2017-2021. The parties have worked under short term extensions in the time since the initial agreement, and are now in the process of negotiating an operating agreement consistent with the overall approach to groundwater extraction limits and subsidence mitigation as described in the initial agreement and this report, which define the specific pumping limitations and any further restrictions as necessary. The operating agreement covers issues including commitments through 2040 related to surface supply, facility operations and expansion, and operations in compliance with the MOU. While specific pumping limitations will not be explicitly defined in the operating agreement, the limitations in the initial agreement will remain in force and effect, with additional actions stemming from implementation of the triggers set forth in this report, as necessary.

The Subsidence Control Measures Agreement and the forthcoming operating agreement between the parties serves as TTWD's existing mandatory measure related to subsidence mitigation. The initial agreement and forthcoming operating agreement have been developed for the purposes of (1) reducing

groundwater extraction from the lower aquifer in areas where subsidence has historically occurred, and (2) facilitating the distribution and use of surface water in areas of the Subbasin managed by participating landowners to reduce groundwater extraction. Under the initial Agreement, parties in the Subbasin have been required, among other provisions, to restrict the amount of groundwater they pump from the lower aquifer and to report, under penalty of perjury, the amounts of groundwater pumped, the source of that groundwater (upper versus lower aquifer), the amounts recharged, the amounts of surface water used for irrigation, and other information about their irrigated acreage and crops. Parties in the Subbasin are also required to implement projects that increase use of surface water for irrigation and increase use of surface water for direct recharge. These requirements are designed to reduce the potential for additional subsidence, protect nearby water conveyance and other critical infrastructure, and contribute to the Subbasin's overall groundwater management objectives. The forthcoming operating agreement – expected to be signed in 2026 – will establish requirements to provide similar benefits to the Subbasin. Additional information about the Subsidence Control Measures Agreement and the forthcoming operating agreement is provided in **Appendix A.3**.

Like the Subsidence Control Measures Agreement, the forthcoming operating agreement will apply to lands within the TTWD GSA area, and is expected to be signed in early 2026. By setting and enforcing groundwater extraction limits, particularly from the lower aquifer, and requiring recharge and utilization of the upper aquifer, the operating agreement will be directly aligned with the goals of the MOU and will address actual impacts to aquifer depletion and subsidence. Such measures are already in place and are among the longest-standing enforceable subsidence mitigation measures in the Subbasin.

2.1.2 Existing Voluntary Measures

The GSAs' existing voluntary measures are summarized in **Table 2-2** and include other PMAs that the GSAs are implementing – or are planning to implement – to reduce groundwater use, increase surface water use, and support the Subbasin sustainability goal. The GSAs are currently implementing – or are preparing to implement – each of these measures as of 2026. Further details are provided below for each GSA.

Table 2-2. Existing Voluntary Measures for GDM and Subsidence Mitigation.

GSA	Existing Voluntary Measure Name	Implementation Status
CWD GSA	Groundwater Recharge Basins	Implemented/ In Progress
CWD GSA	Flood-MAR	Implemented
CWD GSA	Enhanced Management of Flood Releases for Recharge	Implemented
CWD GSA	Land Fallowing Program	In Progress
Madera County GSA	Multi-Benefit Land Repurposing Program	In Progress
Madera County GSA	Water Purchase Program, Water Imports Purchase, and Millerton Flood Release Imports	In Progress
Madera County GSA	Chowchilla Bypass Flood Flow Recharge Projects	Implemented/ In Progress
Merced County GSA	SVMWC Recharge Basins to Capture Floodwater	In Progress
TTWD GSA	Utilize Existing Recharge Basin	Implemented
TTWD GSA	Additional Recharge Basins to Capture Floodwater	Implemented
TTWD GSA	Poso Canal Pipeline and Columbia Canal Company Pipeline Projects	Implemented

2.1.2.1 Chowchilla Water District GSA Existing Voluntary Measures

CWD GSA supports several voluntary efforts that encourage reduced groundwater pumping, increased recharge, and increased use of surface water when supplies are available. These include including direct recharge through constructed recharge basins, Flood-MAR, and strategic operation of CWD's distribution system as well as programs designed to improve in-lieu recharge, expand access to surface water, and promote land use changes that lower consumptive groundwater demand. Together, these voluntary measures offer growers flexible participation opportunities and complement the GSA's mandatory groundwater management tools.

2.1.2.1.1 Groundwater Recharge Basins and Flood-MAR

As described in the GSP, CWD GSA is in the process of developing groundwater recharge basins totaling about 1,000 acres, distributed throughout its service area (2025 Revised GSP Section 4.1.1), and is also supporting Flood-MAR by delivering surface water to customers for recharge during winter months when surface water is available (2025 Revised GSP Section 4.1.2). Already, as of early 2025, CWD GSA has developed and is operating recharge basins with capacity in excess of 700 AF, and is in the process of developing an additional 300 acres of parcels acquired by CWD GSA for additional recharge basins. CWD GSA is taking extensive action to achieve recharge benefits with available surface water supplies.

Since GSP adoption, the CWD GSA has proceeded with multiple recharge projects, including development and operation of groundwater recharge basins. CWD has also begun implementing the Flood-MAR program. CWD GSA has invested substantial resources into developing recharge basins and supplies surface water for recharge whenever possible. Benefits of each project are reported annually in the GSP Annual Report.

2.1.2.1.2 Enhanced Management of Flood Releases for Recharge

CWD utilizes its existing distribution system – including district canals and sloughs – to supply recharge during periods when flood flows are available and when the distribution system is not at its operational capacity. Diverted water is spread throughout unlined portions of the distribution system, allowing for increased groundwater recharge. CWD initiated this strategic management of its distribution system through focused efforts in 2017. CWD most recently conducted these efforts in 2024. Average annual benefits are estimated to be approximately 9,400 AF across all years, including drier years when flood flows are unavailable. More information about this project can be found in Appendix E of the GSP Annual Report submitted in 2020.

2.1.2.1.3 Land Fallowing Program

CWD is developing a voluntary land fallowing program as part of its broader effort to reduce groundwater demand while supporting sustainable water conditions within the Subbasin. Under the proposed program, landowners may voluntarily fallow all or a portion of their irrigated acreage and receive compensation or incentives based on the anticipated groundwater savings. Estimated reductions associated with the program currently range from 5,000 to 10,000 AF per year, depending on participation levels.

CWD initiated design and outreach efforts for this program in Water Year 2022, including identification of interested landowners and evaluation of pilot scale proposals. Participation is voluntary and structured through annual, multi-year, or permanent fallowing agreements, with proposals evaluated individually to account for parcel specific conditions and anticipated water savings. This program provides a flexible,

grower-driven pathway for reducing consumptive groundwater use, complementing CWD's in-lieu recharge and surface water incentive efforts.

2.1.2.2 Madera County GSA Existing Voluntary Measures

Madera County GSA implements voluntary programs that provide landowners with opportunities to reduce groundwater use through surface water substitutions and long-term land repurposing efforts. These measures include acquiring supplemental water supplies for in-lieu recharge and participating in the State's Multi-Benefit Land Repurposing Program, which incentivizes transitions to lower water use land uses. These voluntary efforts complement the GSA's allocation program by offering flexible pathways to achieve groundwater use reductions.

2.1.2.2.1 Multi-Benefit Land Repurposing Program

Madera County GSA participates in the Multi-Benefit Land Repurposing Program (MLRP), a California Department of Conservation grant-funded initiative that supports voluntary transitions of irrigated agricultural lands to alternative uses that require substantially less water. The program provides financial incentives and technical assistance to willing landowners to rest, retire, restore, or repurpose agricultural fields, reducing consumptive groundwater use while creating additional co-benefits such as habitat, flood management, community spaces, and renewable energy.

Since 2023, the Madera County GSA has worked closely with the County, Resource Conservation Districts, and local partners to design and implement program criteria, conduct public workshops, and solicit project applications. The current MLRP portfolio includes a variety of land-use transition projects that collectively provide measurable reductions in groundwater demand across participating parcels. These projects include but are not limited to: drought resistant crop conversions, habitat establishment, recharge basins, and community spaces.

MLRP contributes directly to groundwater sustainability by converting previously irrigated lands to lower water use alternatives, reducing annual groundwater consumption across a significant acreage. The program is particularly useful in areas where groundwater declines or subsidence risks are more pronounced, allowing voluntary participation to complement mandatory allocation reductions. Because participation is incentive-based, the program provides flexibility for growers while still achieving meaningful reductions in consumptive use.

2.1.2.2.2 Water Purchase Program, Water Imports Purchase, and Millerton Flood Release Imports

The Madera County GSA is also in the process of developing partnerships to import additional water into Madera County and to acquire CVP Section 215 flood water when it is available for recharge. Madera County GSA requested a change in place of use in 2019 and has since had multiple meetings with USBR. Madera County GSA has written a separate letter requesting Section 215 water to be available. Discussions are ongoing.

These supplemental supplies are intended to offset groundwater pumping during years when recharge opportunities or market conditions allow, thereby increasing in-lieu recharge and reducing consumptive groundwater use within the GSA. Water purchases are opportunistic and depend on hydrologic conditions, availability of surplus supplies, and negotiated agreements with external entities. When in use, such efforts could help reduce groundwater demand in areas where wells are more vulnerable to declining water levels or where subsidence risks may be elevated.

2.1.2.2.3 Chowchilla Bypass Flood Flow Recharge Projects

Since GSP adoption, Madera County has continued work on a recharge planning study to refine the costs, benefits, and schedule for recharge projects described in the GSP. The recharge planning study has refined the costs and schedule for constructing additional basins and to conduct additional Flood-MAR of winter floodwater diverted from the Chowchilla Bypass. This study has resulted in the development of the Chowchilla Bypass Flood Flow Recharge Program. A description of the recharge study and planned recharge efforts is available at: https://www.maderacountywater.com/recharge/. In 2023, substantial recharge occurred under the provisions of Executive Order (EO) N-4-23 and Senate Bill 122, which opened the door to implementing recharge of flood waters in certain circumstances. Madera County GSA-reported diversions and recharge under these provisions totaled approximately 26,500 AF in water year 2023. In 2024, the Madera County GSA continued public outreach and engagement for the recharge program, including outreach related to the Madera County GSA recharge policies and solicitation of stakeholders' interest in consideration for involvement in ongoing recharge project planning or future projects, as they arise. In response to that outreach 2-100 acre-feet private recharge basins were constructed in late 2024 adjacent to the Chowchilla Bypass.

Since 2020, Madera County GSA has also continued design efforts, permitting, and construction for portions of the Chowchilla Bypass Flood Flow Recharge Program. These efforts are being funded by two Proposition 68 grants from DWR, which were based on work developed through the recharge planning study. Recharge projects are in various stages of design, permitting, and construction. Construction of diversion facilities will be completed in 2026 which will provide access to flood water within the Chowchilla Bypass for direct recharge in existing private recharge basins and Flood-MAR. Updates are provided in each GSP Annual Report.

2.1.2.3 Merced County GSA Existing Voluntary Measures

Merced County GSA does not currently administer voluntary groundwater reduction or land repurposing programs within its portion of the Subbasin. However, opportunities for voluntary groundwater use reduction or surface water substitution may be available to landowners through broader county programs or individual operational decisions. A recharge program being implemented by SVMWC, which covers the Merced County GSA area, is described below.

2.1.2.3.1 SVMWC Recharge Basins to Capture Floodwater

SVMWC, located in the Merced County GSA and Madera County GSA, is in the process of developing up to 300 acres of dedicated recharge basins.

In 2022, SVMWC applied for and was awarded Proposition 68 funding to support further development and construction of this project. As of early 2025, SVMWC has completed the 100% design documents, plans, and specifications, as well as a topographic survey of the project site. A construction bid package was completed, and the bid was awarded to Avid Water. Pre-construction photos are being completed, after which construction is anticipated to begin in 2025. Capital costs reported in 2024 total approximately $64,000. Ongoing development and updates are provided in each GSP Annual Report.

2.1.2.4 Triangle T Water District GSA Existing Voluntary Measures

TTWD has implemented voluntary measures that expand access to imported surface water and support in-lieu recharge as a means of reducing groundwater pumping. TTWD GSA's long-term investments in conveyance infrastructure, including the Poso Canal Pipeline and the Columbia Canal Company Pipeline,

provide growers with access to supplemental water supplies when available, helping to reduce reliance on deep aquifer pumping in an area sensitive to subsidence. These voluntary measures complement TTWD's mandatory lower aquifer pumping limits and enhance the GSA's overall groundwater management strategy.

2.1.2.4.1 Utilize Existing Recharge Basin, and Additional Recharge Basins to Capture Floodwater

Since 2017, TTWD has implemented a program to divert surplus flows into existing recharge basins within the GSA. TTWD has continued to use the recharge basins during periods when flood water is available.

Since 2019, TTWD has also initiated work to develop additional dedicated recharge basins. In 2020-2021, TTWD GSA collaborated with the Madera County GSA on the DWR Proposition 68 grant to support recharge basin development. TTWD also successfully annexed 3,062 acres into its boundary. Following annexation, construction was completed for two recharge basins on the properties of two landowners in the annexed areas (Vlot and Haynes). Construction of the Vlot and Haynes recharge basins was completed using grant money from the Natural Resource Conservation Service, and Proposition 68 grant funds are being used to support construction of diversion infrastructure. Both basins can be served through conveyance infrastructure owned and operated by TTWD and provide for recharge when water is available.

TTWD is also continuing efforts to secure a permanent water right permit from the San Joaquin River system on the Chowchilla Bypass. When water is available, TTWD plans to divert water for direct irrigation and recharge into available recharge basins. Since GSP adoption, a temporary water rights permit has been granted and additional information in support of the permanent water right has been submitted to the SWRCB. However, following the issuance of EO N-4-23 in March 2023 (subsequently codified through California Water Code Section 1242.1), certain restrictions for diverting flood flows were waived, which opened the door to implementing recharge of flood waters in certain circumstances in absence of an approved water right. TTWD will continue to seek and exercise opportunities for diversion of surface water for groundwater recharge through available pathways.

2.1.2.4.2 Poso Canal Pipeline and Columbia Canal Company Pipeline Projects

TTWD has invested in long term surface water importation infrastructure to reduce groundwater pumping and support subsidence mitigation. Through construction of the Poso Canal Pipeline and the Columbia Canal Company (CCC) Pipeline, TTWD has expanded its ability to deliver surface water to landowners within their jurisdiction during years when external supplies are available. These projects focus on increasing in-lieu recharge and reducing reliance on deep groundwater pumping, particularly in areas where extraction from beneath the Corcoran Clay has historically contributed to subsidence.

The Poso Canal Pipeline has been operational since 2018 and has delivered substantial volumes of imported surface water. These water imports have reduced the need for groundwater pumping during the irrigation season, resulting in direct groundwater demand reductions across TTWD's agricultural lands. The CCC pipeline was constructed concurrently, providing water in the years since construction with the exception of critically dry years.

2.2 Potential Programs and Measures

In addition to the existing measures already being implemented throughout the Subbasin, the GSAs have identified a range of measures that may be initiated or expanded if trigger conditions occur and indicate

a need for additional, more aggressive response(s). These potential measures draw from the framework established in the MOU, which outlines both voluntary and mandatory measures that can be implemented by the GSAs in response to the occurrence of subsidence relative to triggers as Subbasin conditions evolve. Potential measures would be adaptively implemented or refined according to the location and extent of subsidence in the Subbasin.

2.2.1 Potential Mandatory Measures

As described in **Section 2.1.1,** the GSAs are already implementing an array of mandatory measures that can be strategically refined to provide increasing levels of response and mitigation within focused areas if triggers conditions occur and additional action is necessary. These potential refinements constitute the GSAs' potential mandatory measures and are summarized in **Table 2-3**. The mandatory measures described in this section represent actions that are not currently in effect, but are feasible, consistent with GSA authority, and ready to be implemented if and where trigger conditions occur.

Table 2-3. Potential Mandatory Measures for GDM and Subsidence Mitigation.

GSA	Existing Mandatory Measure Name	Potential Mandatory Measure (Potential Refinements Within Focused Areas if Triggers Conditions Occur)
CWD GSA	Groundwater Extraction Fee Program	Potentially adjust fee tiers, increase fee rates, modify extraction thresholds, and/or link fee tiers and rates to the severity or spatial extent of trigger occurrences. Potentially implement together with a Surface Water Incentive Program.
Madera County GSA	Demand Management Program (with associated allocation, penalties, and recharge policies)	Potentially adjust transitional water to reduce groundwater extraction within focused areas, and/or set lower aquifer groundwater extraction limits within focused areas where subsidence risks are elevated. Potentially require measurement of wells used for Concentrated Animal Feeding Operations (CAFOs).
Merced County GSA	Demand Management Program (consistent with Madera County GSA)	Program implementation and refinements consistent with Madera County GSA
Triangle T Water District GSA	Subsidence Control Measures Agreement (with associated lower aquifer groundwater extraction limits) and forthcoming operating agreement	Potentially adjust lower aquifer groundwater extraction limits within focused areas where subsidence risks are elevated, refine the geographic extent of lower aquifer pumping restrictions, and/or strengthen monitoring requirements to ensure continued compliance

2.2.1.1 Chowchilla Water District GSA

2.2.1.1.1 Groundwater Extraction Fee Program

CWD GSA is in the process of developing the Groundwater Extraction Fee Program (program). As described in **Section 2.1.1**, CWD is preparing to implement the program regardless of whether future trigger conditions occur. However, if future trigger conditions occur, the program also provides a scalable mechanism for CWD GSA to quickly, efficiently, and adaptively implement further enforceable mandatory measures. Potential refinements may include:

- Adjusting fee tiers (e.g., escalating fees more quickly to discourage groundwater extraction),
- Increasing fee rates (e.g., increasing the cost of groundwater extraction),
- Modifying extraction thresholds (e.g., reducing the threshold at which fees begin), and/or
- Potentially linking fee tiers and rates to the severity or spatial extent of trigger occurrences.

CWD has also evaluated a Surface Water Incentive Program framework that would encourage growers to maximize the use of available surface water and reduce reliance on groundwater pumping. The Surface Water Incentive Program could also be implemented as a counterpart to the Groundwater Extraction Fee Program (**Section 2.1.1**).

CWD GSA will consider these potential refinements and others, as warranted, as further mandatory measures that can be taken if and when trigger conditions occur. It is anticipated that potential refinements would be implemented in a targeted approach focused in areas where trigger conditions occur. Potential refinements will be considered and implemented according to the trigger response process described in **Sections 3 and 4** of this report. The specific refinements to be implemented will be determined by CWD GSA through governing body consideration and action. Refinements are expected to be determined on a case-by-case basis, depending on the location and extent of trigger conditions.

Regardless of whether trigger conditions occur, CWD GSA is planning to implement the Groundwater Extraction Fee Program across the entire CWD GSA area beginning in 2026. Together, CWD GSA's planned program and these refinements will allow CWD GSA to adapt to evolving Subbasin conditions while maintaining consistency with the Subbasin's coordinated MOU framework.

2.2.1.2 Madera County GSA

2.2.1.2.1 Demand Management Program

Madera County GSA currently administers a comprehensive demand management program (program) – with associated allocation, penalties, and recharge policies – that will oversee a managed reduction in the volume of groundwater consumed by irrigated agriculture within the Madera County GSA area over the 20-year GSP implementation period. The program is described further in **Section 2.1.1**.

If future trigger conditions occur, the program provides two primary avenues for Madera County GSA to adaptively refine program implementation to address trigger conditions in locally focused areas. Potential refinements may include:

- Adjusting transitional water to accelerate reductions in consumptive groundwater use, and/or
- Setting lower aquifer groundwater extraction limits within focused areas where subsidence risks are elevated.
- Requiring measurement and reporting of wells used for Concentrated Animal Feeding Operations (CAFOs) using approved measurement methods (e.g., based on the approach and considerations described in **Section 2.2.2.7**).

Madera County GSA will consider these potential refinements and others, as warranted, as further mandatory measures that can be taken when trigger conditions occur. It is anticipated that potential refinements would be implemented in a targeted approach focused in areas where trigger conditions occur. Potential refinements will be considered and implemented according to the trigger response process described in **Sections 3 and 4** of this report. The specific refinements to be implemented will be determined by Madera County GSA through governing body consideration and action. Refinements are expected to be determined on a case-by-case basis, depending on the location and extent of trigger conditions. Any refinements to the demand management program will require a robust and transparent public outreach and engagement process (**Section 5**).

Regardless of whether trigger conditions occur, Madera County GSA is continuing to implement the demand management program. Together, Madera County GSA's ongoing program and any targeted refinements will allow Madera County GSA to adapt to evolving Subbasin conditions while maintaining consistency with the Subbasin's coordinated MOU framework.

2.2.1.3 Merced County GSA

2.2.1.3.1 Demand Management Program

Merced County GSA is currently in discussions with Madera County GSA and SVMWC with the intention of joining the demand management program already being implemented in Madera County GSA. These discussions and the planned program are described further in **Section 2.1.1**.

If future trigger conditions occur, the same considerations for adaptive refinements to program implementation apply in both Madera and Merced Counties. Consistent with the Madera County GSA program, potential refinements may include:

- Adjusting transitional water to accelerate reductions in consumptive groundwater use, and/or
- Setting lower aquifer groundwater extraction limits within focused areas where subsidence risks are elevated.
- Requiring measurement and reporting of wells used for CAFOs using approved measurement methods (e.g., based on the approach and considerations described in **Section 2.2.2.7**).

As in Madera County GSA, these potential refinements and others, as warranted, can be taken when trigger conditions occur. It is anticipated that potential refinements would be implemented in a targeted approach focused in areas where trigger conditions occur. Potential refinements will be considered and implemented according to the trigger response process described in **Sections 3 and 4** of this report. The specific refinements will be determined through governing body consideration and action. Refinements are expected to be determined on a case-by-case basis, depending on the location and extent of trigger conditions. Any refinements to the demand management program will require a robust and transparent public outreach and engagement process (**Section 5**).

Regardless of whether trigger conditions occur, Merced County GSA is intending to adopt an MOU that implements the Madera County GSA's demand management program in 2026. Together, the adopted program and any targeted refinements will allow Merced County GSA to adapt to evolving Subbasin conditions while maintaining consistency with the Subbasin's coordinated MOU framework.

2.2.1.4 Triangle T Water District GSA

2.2.1.4.1 Subsidence Control Measures Agreement and Operating Agreement

As described in **Section 2.1.1**, TTWD GSA has been managing groundwater with respect to the Subsidence Control Measures Agreement since it was signed in 2017, and will continue such management through the forthcoming operating agreement. While specific pumping limitations will not be explicitly defined in the operating agreement, the limitations in the initial agreement will remain in force and effect, with additional actions stemming from implementation of the triggers set forth in this report, as necessary.

If future trigger conditions occur, the agreement provides a mechanism for adaptive management. Possible refinements to address trigger conditions in locally focused areas include:

- Defining or adjusting lower aquifer groundwater extraction limits within focused areas where subsidence risks are elevated (e.g., tightening limits within focused areas),
- Refining the geographic extent of lower aquifer pumping restrictions (e.g., focusing on areas where trigger conditions occur), and/or
- Strengthen monitoring requirements to ensure continued compliance.

TTWD GSA (via TTWD and landowners who have signed the agreement) will consider these potential refinements and others, as warranted, as further mandatory measures that can be taken when trigger conditions occur. It is anticipated that potential refinements would be implemented in a targeted approach focused in areas where trigger conditions occur. Potential refinements will be considered and implemented according to the trigger response process described in **Sections 3 and 4** of this report. The specific refinements to be implemented will be determined by TTWD GSA landowners and governing body consideration and action. Refinements are expected to be determined on a case-by-case basis, depending on the location and extent of trigger conditions.

Regardless of whether trigger conditions occur, landowners in TTWD GSA are planning to sign the operating agreement in 2026. Together, ongoing efforts and these refinements, will allow TTWD GSA to adapt to evolving Subbasin conditions while maintaining consistency with the Subbasin's coordinated GDM and Subsidence Mitigation MOU framework.

2.2.2 Proposed Voluntary Measures

The MOU identifies a range of voluntary measures that can reduce groundwater demand or mitigate subsidence, including multi-benefit land repurposing programs, increased in-lieu use of available surface water, and voluntary water conservation and efficiency practices. Proposed voluntary measures that the GSAs may implement as necessary are described in the subsections below.

2.2.2.1 Water Conservation and On-Farm Efficiency

Water conservation and irrigation efficiency improvement practices provide growers throughout the Subbasin with flexible options to reduce consumptive groundwater use. These practices may include soil-moisture monitoring, improved irrigation scheduling, regulated deficit irrigation, agronomic soil-management techniques, runoff capture, and other best management practices implemented voluntarily by growers and are not administered as formal GSA programs, broad adoption can produce meaningful groundwater use reductions.

If trigger conditions occur, efficiency related voluntary efforts may be suggested to growers through expanded outreach, especially in areas with declining groundwater levels or increased subsidence, or by offering technical assistance to growers in implementation.

2.2.2.2 Dryland Farming and Crop-Shift Practices

Growers may voluntarily transition their irrigated lands to lower water-use alternatives through dryland farming, crop rotations, or shifts to more drought-tolerant crops. These voluntary transitions allow landowners to adjust irrigation demand based on operational needs, resource availability, or market conditions. When adopted across multiple parcels or in targeted areas, dryland farming and crops shift decisions can provide measurable reductions in consumptive groundwater use and support subsidence mitigation goals.

If trigger conditions occur, voluntary adoption of these practices may be encouraged in areas where groundwater level declines or subsidence risks warrant additional reductions in pumping.

2.2.2.3 Land-Use Change and Multibenefit Repurposing

Land use transitions, such as conversions to rangeland, habitat restoration, renewable energy installations, or other multibenefit land repurposing uses, offer growers long-term alternatives to irrigated agriculture. These transitions may be supported through conservation partnerships, cost share programs, technical assistance providers, or state and federal grant programs such as the MLRP described in **Section 2.1.1.2**. Voluntary land use changes reduce long term consumptive groundwater use and complement Subbasin wide efforts to manage demand and mitigate subsidence.

If trigger conditions occur, repurposing efforts may be expanded or targeted toward areas where additional groundwater use reductions would be most beneficial. Additional refinements may include prioritizing project funding (if available) to landowners in high-risk areas, increasing incentive levels (if applicable) to expand participation, or coordinating repurposing efforts with allocation reductions to further mitigate groundwater demand.

2.2.2.4 Fallowing

Voluntary fallowing, provides a flexible means of achieving near term groundwater use reductions. Growers may participate in this measure through conservation programs, land repurposing efforts, or individual operational decisions. Fallowing of agricultural lands could be seasonal, annual or multi year. This measure can reduce groundwater demand rapidly, making it especially useful in areas with declining groundwater levels or elevated subsidence rates.

If trigger conditions occur, voluntary fallowing may be strengthened through targeted participation incentives and compensation, expanded outreach, and/or prioritization in areas experiencing the most severe effects of groundwater depletion or subsidence risk.

2.2.2.5 In-Lieu Recharge

In years when surface water supplies are available, growers may voluntarily increase their use of delivered surface water to reduce reliance on groundwater pumping through in-lieu recharge. Participation may involve utilizing existing surface water delivery systems, taking advantage of water purchase opportunities, or coordinating delivery schedules to maximize substitution of groundwater with surface

water. Although participation depends on hydrology and supply conditions, increased in lieu recharge can significantly reduce groundwater extraction, particularly during wet years.

If trigger conditions occur, in-lieu recharge efforts may be refined by prioritizing surface water deliveries and surface water use in areas experiencing greater subsidence impacts, by increasing the scale or frequency of purchases during wet years, or by securing additional partnerships to receive supplemental surface water supplies if available.

2.2.2.6 Direct Recharge

Direct recharge efforts will also complement the benefits of other proposed voluntary measures. The GSAs are already engaged in substantial direct recharge projects, as described in **Section 2.1.2**, although these may be further refined during GSP implementation where and as needed.

If trigger conditions occur, direct recharge efforts may be refined by prioritizing deliveries to recharge basins or fields for Flood-MAR in areas facing subsidence impacts or risks, by improving surface water delivery infrastructure, or by making operational enhancements to increase recharge.

2.2.2.7 Groundwater Extraction Management for Concentrated Animal Feeding Operations

The Chowchilla Subbasin GSAs may consider implementing targeted groundwater extraction management measures for CAFOs if future groundwater-level or land subsidence conditions indicate a need for additional management response. Groundwater use associated with CAFO operations, including livestock drinking water, wash water, and other facility related uses, represents a category of agricultural groundwater extraction that is not directly tied to irrigated acreage and may warrant separate consideration where impacts to groundwater conditions are identified.

Madera County GSA is considering requiring measurement of wells used for CAFOs as one potential refinement to its demand management program (**Section 2.2.1.2**). More broadly, implementation of this measure by other GSAs in the Subbasin would require all groundwater extractions associated with CAFO operations to be quantified and reported using approved measurement methods, such as flowmeters. This information would allow groundwater use associated with CAFO operations to be evaluated independently and in relation to observed groundwater level trends or subsidence patterns within the Subbasin.

If monitoring indicates that groundwater extractions associated with CAFO operations contribute to localized groundwater level declines or subsidence, the GSAs could implement additional management actions. Potential actions may include limits on extraction volumes, restrictions on pumping from deeper aquifer zones, seasonal operational constraints, or other targeted measures designed to reduce impacts on groundwater conditions from CAFO operations. Any such actions would be applied in a manner proportional to the observed impacts and tailored to the areas where management is warranted.

3 Implementation Triggers, Extent, and Timeline

Subbasin GDM programs and subsidence mitigation measures will be implemented based on the exceedance of a series of triggers. Trigger thresholds have been set relative to subsidence, as subsidence is considered by the GSAs to be the most restrictive sustainable management criteria (SMC) in the Subbasin.

3.1 Triggers

A series of trigger thresholds have been developed to evaluate subsidence conditions in the Subbasin leading toward implementation of mandatory measures. These trigger thresholds follow a modified stoplight approach (green-yellow-orange-red light) to categorize conditions leading toward increasing action. Trigger thresholds are based on the subsidence SMC presented in the 2025 Revised Subbasin GSP (**Table 3-1**). Each Representative Monitoring Site (RMS) in the Subbasin will be evaluated using these trigger thresholds (more detail on monitoring is presented in **Section 4**).

The condition for action to be taken requires subsidence trigger thresholds at two RMS to have been exceeded in the same year. However, nothing precludes the GSAs from taking action earlier, at their discretion.

Table 3-1. Subsidence SMC (Interim Milestones) for the Subbasin Eastern and Western Management Areas, from 2025 Revised Subbasin GSP (Table 3-5).

Interval Ending at Year	Maximum Average Annual Rate of Subsidence (feet)	Maximum 5-Year Cumulative Subsidence (feet)
2025		2.25
2030	0.20	1.00
2035	0.10	0.50
2040	0.05	0.25

The No Action, or Green Light, trigger threshold is below the one-year annual rate interim milestone (IM) for each 5-year interval over the implementation period. Being within this threshold indicates that the Subbasin (as indicated by conditions each RMS station) is on track toward sustainability and no action is required.

The Maximize Use of Voluntary Measures, or Yellow Light, trigger threshold is an exceedance of the one-year annual rate IM. This threshold is evaluated compared to cumulative observed subsidence and does not initiate mandatory action. When a station or stations are within this threshold, efforts within the Subbasin to maximize use of voluntary measures are encouraged.

The Imminent Mandatory Measures, or Orange Light, trigger threshold is an exceedance of a percentage of the 5-year cumulative IM cap. The percentage of the 5-year cumulative cap is most conservative in the first year of each 5-year interval over the implementation period and increases as the interval progresses. This threshold is evaluated compared to cumulative observed subsidence. If the condition for action within this threshold has been met, the Subbasin will need to prepare to implement mandatory measures within one year.

The Mandatory Measures, or Red Light, trigger threshold is an exceedance of the 5-year cumulative IM cap. This threshold is evaluated compared to cumulative observed subsidence. If the condition for action within this threshold has been met, the Subbasin will need to immediately take action to implement mandatory measures.

An example of the template to be used to evaluate an RMS station during the 2025 to 2029 interval showing the four trigger thresholds is shown in **Figure 3-1**.

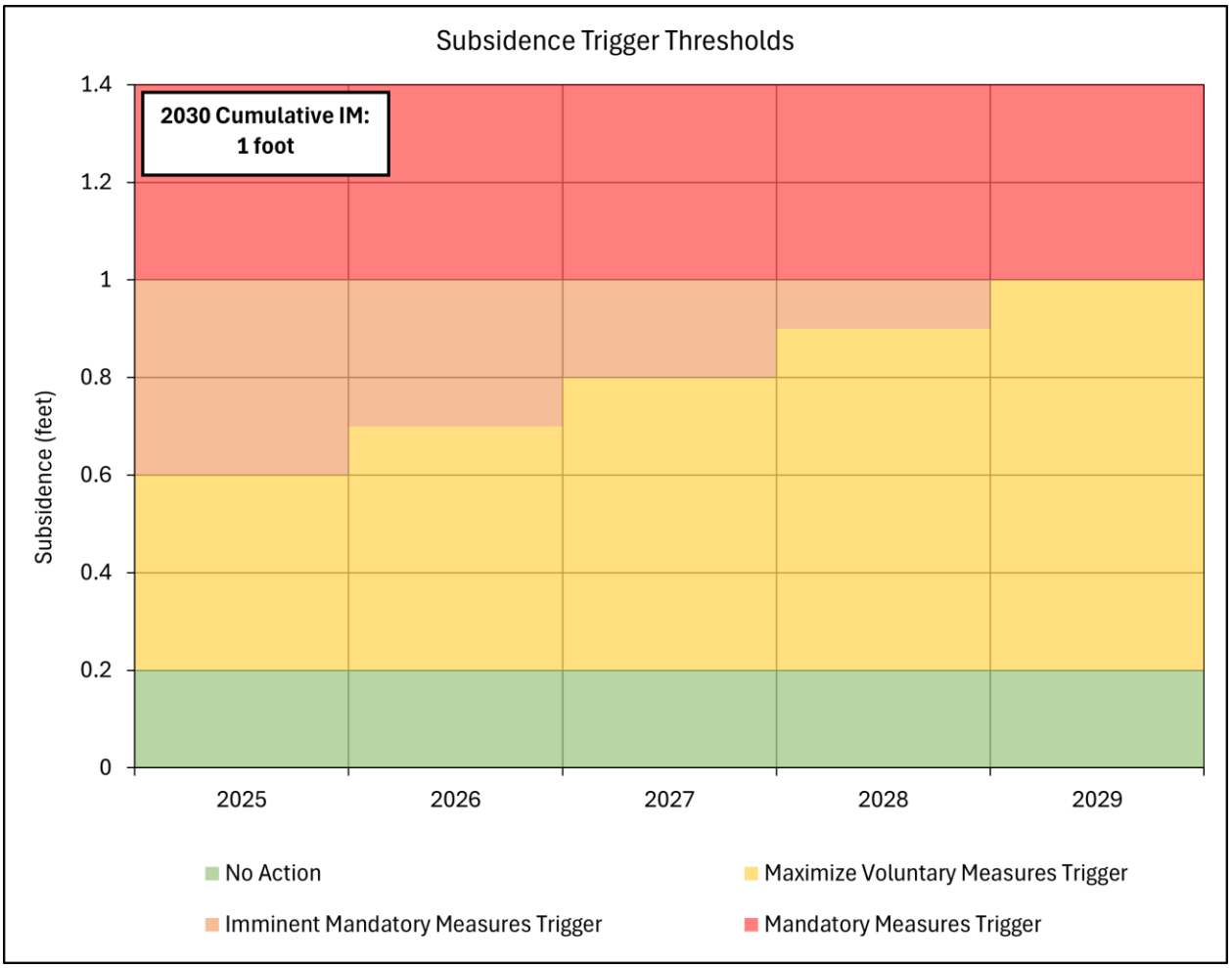


Figure 3-1. Template for Evaluation of Subsidence Trigger Thresholds for the 2025 to 2029 Interval.

3.2 Extent

Once the conditions for action have been met, the spatial extent of triggered action needs to be determined. **Figure 3-2** shows a generalized approach to identifying the Zone of Implementation (ZOI) following a trigger exceedance.

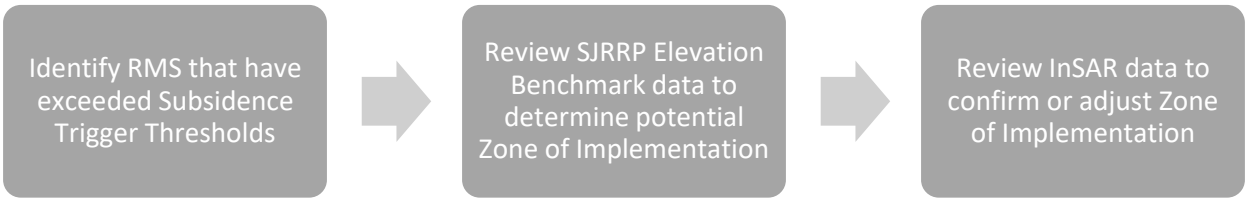


Figure 3-2. Generalized Process to Determine the Spatial Extent of Triggered Action.

The first step is to identify the RMS stations that have exceeded subsidence trigger thresholds. The RMS stations to be evaluated are shown in **Figure 3-3**.

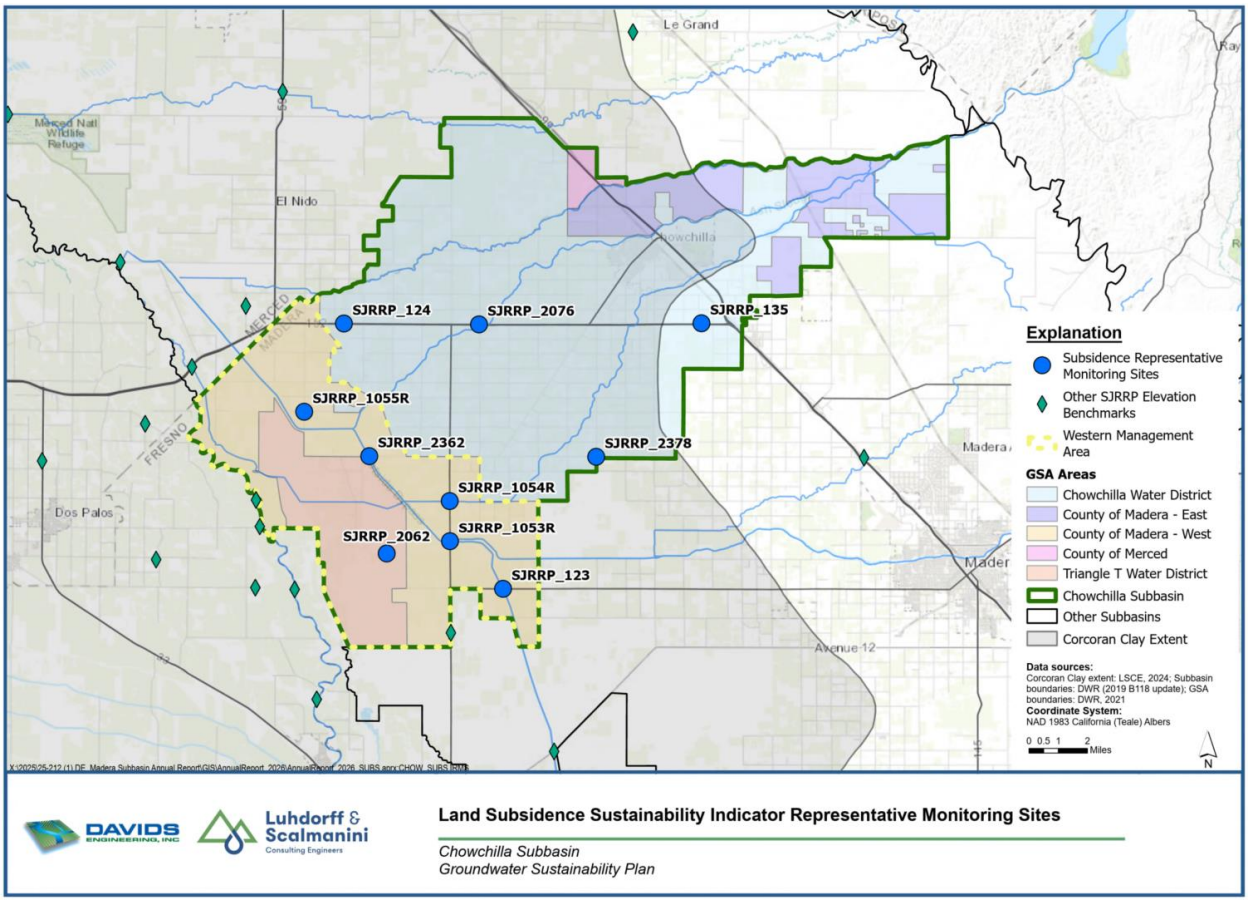


Figure 3-3. Land Subsidence Representative Monitoring Sites.

The next step is to evaluate the spatial extent of subsidence within the Subbasin. To best understand the extent of subsidence trigger exceedances and to appropriately address elevated subsidence with mandatory measures, cumulative subsidence for each 5-year interval will be used to determine the potential ZOI for mandatory measures. Two sets of data will be evaluated to best determine where to target mandatory measures. First, the SJRRP Elevation Benchmark data used to evaluate Subbasin RMS stations. When this data is contoured, it provides a continuous, if generalized due to limited data points, surface to evaluate the spatial extent of subsidence in the Subbasin. From this dataset, a potential ZOI can be drawn. This ZOI can then be adjusted as necessary based on InSAR data. The InSAR data provides a more detailed look at the extent of subsidence in the Subbasin. However, due to different monitoring challenges, the InSAR data often has spatial gaps in the dataset.

A primary boundary will be drawn along the contour line of the mandatory measures trigger threshold. Within this boundary, mandatory measures will be implemented according to the timeline laid out in **Section 3.3**. A secondary boundary will be drawn along the contour line of the imminent mandatory measures trigger threshold. Within this boundary, notice should be provided to landowners according to the timeline for the Imminent Mandatory Measures trigger threshold as laid out in **Section 3.3**. Any parcel with 50% or greater of area within a given boundary will be subjected to triggered action(s).

3.3 Timeline

An evaluation of subsidence RMS stations compared to trigger thresholds will be presented each year as part of the Annual Report for the Subbasin. At this time, if any trigger conditions have been met, subsequent action will be initiated related to the trigger exceeded. **Figure 3-4** shows a generalized approach to actions necessary within each trigger threshold.

If RMS stations are within the No Action trigger threshold and/or no trigger conditions have been met, there is no action required and the RMS stations will be reevaluated during the next Annual Report cycle.

If RMS stations are within the Maximize Use of Voluntary Measures trigger threshold, no action is required but is encouraged. GSAs should continue to pursue voluntary measures and utilize the noticing methods laid out in **Section 5** to encourage and provide resources for voluntary measures by groundwater extractors throughout the Subbasin.

If conditions are met within the Imminent Mandatory Measures trigger threshold, phased actions will be taken throughout the year. First, within a month of the publication of the Annual Report (by May), GSAs should provide written notice of a trigger exceedance to stakeholders along with an explanation of next steps and continue to encourage voluntary measures. Within three months (by July), GSAs should identify which specific mandatory measures will be implemented if necessary and provide an implementation plan and timeline for implementation. This implementation plan should include any necessary board action to approve potential mandatory measures and potential implementation zone. Conditions will be reevaluated during the next Annual Report cycle to determine whether implementation is necessary.

If conditions are met within the Mandatory Measures trigger threshold, immediate action is required. Within one month of the publication of the Annual Report (by May), GSAs should provide written notice of a trigger exceedance to stakeholders along with an explanation of mandatory measures and explanation of penalties for exceedances. Within one to two months (by May-June), mandatory measures will need to be implemented following the implementation plan developed under the Imminent

Mandatory Measures trigger. In the unlikely event that the Mandatory Measures trigger threshold is exceeded without an implementation plan having been developed, mandatory measures will need to be implemented within one to two months, or as soon as possible. Conditions will continue to be reevaluated during each Annual Report cycle. Two consecutive years of conditions below this threshold are necessary before mandatory measures can be terminated.

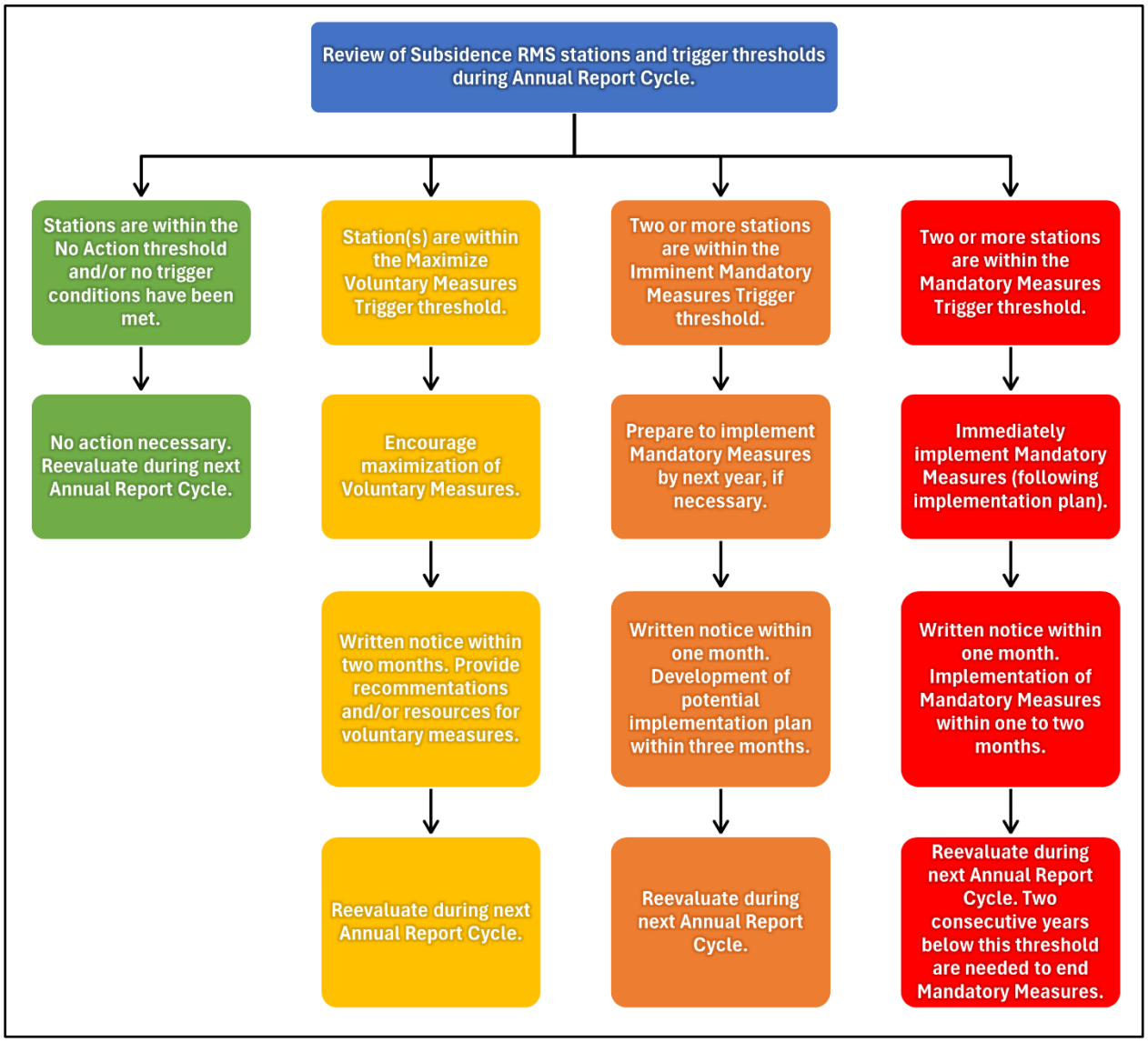


Figure 3-4. Approach for Annual Evaluation of Subsidence Triggers.

4 Monitoring Approach

Monitoring will utilize the monitoring network and protocols established in the 2025 Revised Subbasin GSP. The Subbasin Annual Report includes a discussion of subsidence conditions based on review of SJRRP Elevation Benchmark and InSAR data. Further evaluation of these data related to the Subsidence Triggers will be included as an appendix to the Annual Report. Charts and tables for each RMS station comparing observed subsidence to trigger thresholds will be presented. If no triggers are exceeded, the RMS stations will be reevaluated during the next Annual Report cycle. If triggers are exceeded, a list of next steps will be provided as well as a timeline for action. The monitoring approach will be coordinated with program outreach and engagement activities (**Section 5**), including noticing to adjacent subbasins as appropriate.

5 Public Outreach and Engagement

5.1 Outreach and Engagement Approach

The GSAs will continue to use the coordinated communication and engagement framework established in the 2025 Revised Subbasin GSP, which outlines stakeholder categories, communication methods, and participation pathways across the Subbasin. This existing framework provides the basis for informing the public about GDM and subsidence conditions, collecting input on potential management actions, and supporting transparent decision making should additional measures become necessary.

Consistent with the GSP's outreach plans, the GSAs will rely on a combination of public meetings and advisory committee discussions (including public GSP advisory committee meetings), website postings, email lists, translated materials, and targeted outreach to agricultural, domestic, environmental, disadvantaged community stakeholders, and critical infrastructure operators (described below). Examples of these methods include, but are not limited to, bilingual notifications, publicly noticed GSA board meetings, and direct engagement with stakeholder groups.

Outreach related to GDM and subsidence mitigation will occur at several key stages, with a focus on outreach and communication targeted to stakeholders within the ZOI. Initial communication will focus on raising awareness when monitoring results indicate groundwater conditions are approaching trigger thresholds. As potential measures are developed, the GSAs will discuss those measures though public meetings or advisory committee workshops, as appropriate, allowing stakeholders – particularly those in the ZOI – to understand what actions are under consideration and provide early feedback. Draft versions of potential measures or implementation plans will also be made available for public review, as appropriate. After comments are received and considered, as applicable, final recommendations for potential measures would be brought to the applicable GSA Board(s) in open session, with documentation explaining how input influenced the final decision.

Stakeholder feedback will play a meaningful role throughout this process. Comments may help refine program design, identify potential operational challenges, or highlight opportunities for collaboration with local landowners, community groups, or resource management organizations. The GSAs may maintain comment logs or response summaries, consistent with GSP public engagement practices, to document how feedback has been addressed and how it informed program development.

Following adoption of any new or modified GDM or subsidence mitigation measures, the GSAs will continue to provide updates through public meetings, Annual Reports, and GSP updates. These ongoing communication efforts are intended to keep stakeholders informed about program implementation, monitoring results, and any subsequent refinements. In this way, the Subbasin's public outreach framework remains integrated, transparent, and responsive as conditions change and the GSAs implement the measures described in this report.

As part of the GSAs' outreach efforts, the GSAs are also in the process of establishing a Subbasin Critical Infrastructure Operator Group, consistent with the 2025 Revised Subbasin GSP (2025 Revised Subbasin GSP Section 3.4.3). The Critical Infrastructure Operator Group was proposed by the GSAs – with strong support from critical infrastructure operators and agencies interviewed by the GSAs – as a means to keep up to date on impacts to critical infrastructure within the Subbasin. The Critical Infrastructure Operator Group is planning to meet annually to provide updates on any potential critical infrastructure impacts

related to subsidence, coordinate ongoing PMA implementation, and to discuss any potential critical infrastructure mitigation concerns.

5.2 Noticing to Adjacent Subbasins

The Subbasin GSAs plan to work with adjacent subbasins toward a regional approach to subsidence mitigation. Actions in adjacent subbasins can affect conditions in the Subbasin and collaboration is necessary to adequately address subsidence concerns. The GSAs may also consider incorporating the Critical Infrastructure Operator Group into broader coordination efforts with adjacent Subbasins, as critical infrastructure may be impacted by regional conditions across multiple subbasins.

As part of the noticing process following a threshold exceedance, a written notice will be sent to adjacent subbasins. This notice will include the subsidence conditions being observed, what the Subbasin is doing to address these conditions, and the extent of the issue. The notice is proposed to include regional maps of subsidence conditions in the Subbasin and adjacent subbasins. The written notice will also solicit input from neighboring subbasins, fostering bi-directional discussion and coordination toward a regional approach to subsidence mitigation.

6 Program Implementation and Management

Effective implementation of groundwater demand management and subsidence mitigation measures requires clear coordination among the Subbasin GSAs, a transparent approach to evaluating changing groundwater conditions, and a process for determining when new or expanded measures should be activated. This section describes the roles and responsibilities of the GSAs, the review and feedback process that will support decision making and the general framework for funding and financing program actions.

6.1 Roles and Responsibilities

Implementation of the GDM and subsidence mitigation measures described in this report will be carried out by each GSA within its respective jurisdiction. However, the GSAs remain committed to coordinating with the broader group of GSAs in the Subbasin through regular monitoring and evaluation of conditions relative to the trigger conditions outlined in this report, and to implementing their existing and potential programs and measures in accordance with the processes described herein. While the GSAs coordinate at the Subbasin level to assess monitoring results and identify when trigger conditions have been met, the execution of any required actions will occur at the GSA level according to each agency's governing authorities, infrastructure, and regulatory tools. Each GSA is ultimately responsible for developing, funding, and administering the specific programs and measures, mandatory or voluntary, that are applicable to its service area.

When trigger conditions are reached, each GSA will be responsible for initiating the measures described in this report within its jurisdictional area. Responsibilities include: determining which measures must be activated, notifying affected growers or stakeholders, implementing administrative or regulatory procedures, and monitoring the effectiveness of selected measures. Cross-GSA coordination will continue throughout this process to ensure that actions taken in one area support overall Subbasin objectives and are consistent with the response of neighboring GSAs.

6.2 Feedback and Review

Program implementation will be guided by a recurring review process that evaluates current groundwater level and subsidence conditions and determines whether activation or adjustment of measures is warranted. At a minimum, the GSAs will collectively review conditions during the preparation of each GSP Annual Report, coinciding with the annual Subbasin Advisory Committee meeting. These recurring reviews allow the GSAs and stakeholders to assess the status of trigger conditions, evaluate the performance of existing measures, and identify whether additional actions may be required.

The feedback and review process will be coordinated with program outreach and engagement activities (**Section 5**), including targeted communication with stakeholders in the ZOI, ongoing communication with critical infrastructure operators through the Critical Infrastructure Operator Group, and noticing to adjacent subbasins as appropriate. The GSAs may convene additional meetings or technical reviews outside the annual cycle if monitoring data indicate that conditions are changing rapidly or if stakeholder input suggests that need for further evaluation. This adaptive process parallels the broader GSP implementation framework, in which monitoring results, PMA performance, and sustainability indicators are assessed annually and every five years through the GSP Periodic Evaluation. Decisions made under the GDM and subsidence framework will be integrated into these existing reporting processes to ensure continuity between demand management efforts and the Subbasin's overall sustainability strategy.

6.3 Funding and Financing

The GSAs are responsible for developing and implementing programs and measures within their respective jurisdictions. Funding and financing of individual GSA efforts is the responsibility of the individual GSAs. GSA funding and financing is expected to come from one, or a combination, of the following sources:

- Reserve fund
- GSA fees and assessment
- Funds generated through implementation of other projects and management actions (e.g., fines and/or penalties)
- County/state/federal funding, as available
- Other sources, as identified

If future programs or measures will be carried out through coordinated efforts among more than one GSA – including any potential future mitigation of infrastructure impacts – the participating GSAs will cooperate in good faith and share responsibility for associated costs in a proportionate manner. Cost sharing between GSAs is anticipated to be based on the location of the actions, and/or each GSA's relative contribution to the Subbasin-wide overdraft.

Appendix A. Existing Mandatory Measures Supporting Documentation

Appendix A.1. Chowchilla Water District GSA Groundwater Extraction Fee Program

TECHNICAL MEMORANDUM

To: Brandon Tomlinson, General Manager
Doug Welch, Water Resource Manager
Chowchilla Water District Groundwater Sustainability Agency
From: Davids Engineering, Inc.
Date: September 9, 2025
Subject: **Chowchilla Water District Surface Water Incentive Program**

1 Executive Summary

Chowchilla Water District (CWD or District) lies within the Chowchilla Subbasin (Subbasin) of the San Joaquin Valley and plays a critical role in delivering surface water to its growers for irrigation and recharge. Water supplies used for irrigation within CWD are a combination of surface water delivered by CWD from Buchanan Dam and the Madera Canal, supplemented by groundwater extracted by privately-owned wells. A nominal amount (up to 1,000 AF) of surface water is purchased in wet years from LeGrand-Athlone Water District. The Subbasin has experienced long-term groundwater overdraft, prompting the need for measures that encourage greater use of available surface water to offset groundwater extraction and support the Subbasin's Sustainable Groundwater Management Act (SGMA) compliance objectives. CWD is a Groundwater Sustainability Agency (GSA) in the Subbasin, responsible for implementing projects and management actions outlined in the Subbasin's Groundwater Sustainability Plan (GSP) to ensure long-term sustainability.

This Technical Memorandum (TM) presents three alternatives and three supporting strategies for CWD to consider in incentivizing surface water use and reducing groundwater extraction for irrigation.

The three alternatives are:

- Alternative 1 – Surface Water Allocation Program, which sets a minimum surface water use requirement per irrigated acre (annual surface water allocation), with penalties for use under the annual surface water allocation.
- Alternative 2 – Groundwater Extraction Fee, which applies a tiered fee structure to groundwater extraction above defined thresholds.
- Alternative 3 – Combined Surface Water Allocation Program and Groundwater Extraction Fee, which integrates Alternatives 1 and 2 to maximize incentives for surface water use and disincentives for groundwater extraction.

The three supporting strategies are:

- Supporting Strategy 1 – Surface Water Access Expansion, which extends conveyance infrastructure to parcels currently unserved by CWD.
- Supporting Strategy 2 – Surface Water Quality Improvements, which address grower concerns over debris and particulates in delivered surface water.
- Supporting Strategy 3 – Dual-Source Irrigation Systems, which enable growers to switch between surface water and groundwater as needed and as available.

A comparative evaluation of these alternatives and supporting strategies considered implementation cost, staff effort, infrastructure improvements, potential groundwater extraction reduction, and potential revenue generation. Alternatives 2 and 3 offer the greatest potential for reducing groundwater use, with Alternative 3 providing the most comprehensive approach by addressing both the incentive to use available surface water and the disincentive to extract groundwater. Supporting strategies do not directly increase surface water use but can enhance the effectiveness of any alternative by removing barriers to surface water use.

Based on this analysis, Alternative 3 is the most effective long-term option, as it offers the greatest potential for increasing surface water use by combining incentives to use available surface water with disincentives to extract groundwater. Alternative 3 also supports the District in fulfilling commitments made in the Subbasin GSP, and initiates development of a formal groundwater demand management (GDM) program as a backstop to other PMAs. However, a phased approach is recommended. In a phased approach, Alternative 1 would serve as a near-term starting point, since it can be readily implemented with the District's existing tools and would allow CWD to begin shaping grower behavior while building administrative capacity. Over time, and if additional measures become necessary, the District could transition to Alternative 3, which will require coordinated policy development, robust measurement of both surface water and groundwater use, and careful stakeholder engagement to ensure equity and program success.

1 Introduction

Chowchilla Water District (CWD or District) is located in the San Joaquin Valley, in portions of Madera and Merced Counties, and overlies the Chowchilla Subbasin (Subbasin). The District delivers surface water to its growers for irrigation and recharge, who rely on both contracted surface water supplies as well as privately extracted groundwater to meet their consumptive use demands. CWD's surface water supplies are sourced from two primary systems:

- **Buchanan Dam / Chowchilla River**, which stores flows from the Chowchilla River. While owned and operated by the U.S. Army Corps of Engineers (USACE), Buchanan Dam is incorporated into the Central Valley Project (CVP), and CWD contracts with the U.S. Bureau of Reclamation (USBR) for surface water deliveries.
- **Friant Dam / Madera Canal**, which conveys San Joaquin River water stored in Millerton Lake. CWD holds USBR contracts for both Class 1 and Class 2 Friant Division water.
- **LeGrand-Athlone Water District,** which conveys Merced Irrigation District water to CWD by way of Dutchman Creek.

Groundwater extracted within the District comes from the Subbasin's unconfined upper aquifer located above the Corcoran Clay and a confined lower aquifer below the Corcoran Clay, as well as from undifferentiated areas where the Corcoran Clay layer is absent. While CWD does not operate groundwater wells for its own deliveries, groundwater is heavily relied upon by municipal systems, rural domestic wells, and agricultural producers through privately owned and operated wells.

The Subbasin is designated by the California Department of Water Resources (DWR) as a "critically overdrafted" subbasin and has experienced long-term groundwater overdraft, with groundwater levels declining in both aquifer zones over time. Under the Sustainable Groundwater Management Act (SGMA), the Subbasin's Groundwater Sustainability Agencies (GSAs) are required to halt overdraft and achieve groundwater sustainability by 2040. The Subbasin's 2025 Groundwater Sustainability Plan (GSP) outlines multiple projects and management actions (PMAs) to reach these goals, including efforts to maximize surface water use to offset groundwater extraction—a strategy known as in-lieu recharge. The 2025 GSP also includes the Demand Management Programs and Subsidence Mitigation Measures Memorandum of Understanding (MOU), which outlines the Subbasin GSAs' commitment to develop demand management programs and subsidence mitigation measures as a backstop to other PMAs (with specific triggers and financial mechanisms) as a means to mitigate potential impacts stemming from subsidence.

Despite the availability of surface water in many years, growers within CWD continue to rely on groundwater during periods when surface water is available, limiting the volume of in-lieu recharge. Increasing surface water use when supplies are available would reduce pressure on the Subbasin and improve long-term sustainability outcomes. This TM presents a set of alternatives and supporting strategies for CWD to consider for incentivizing surface water use and reducing groundwater extraction for irrigation. The alternatives are aimed at either directly discouraging groundwater use or enabling greater use of surface water within the District. These alternatives and supporting strategies are intended to support CWD GSA in supporting groundwater sustainability in the Subbasin and may also serve a role in fulfilling CWD GSA's commitments made in the MOU.

2 Alternatives for Surface Water Incentives

The following three alternatives were developed for CWD to address ongoing groundwater overdraft by encouraging the use of available surface water supplies in lieu of groundwater extraction. Each alternative represents a policy or program that could be implemented by the District to influence grower water use, either through establishing incentives for surface water use, increasing the cost of groundwater extraction, or a combination of both. The intent of these alternatives is to support CWD's SGMA objectives by reducing groundwater use by way of increasing in-lieu recharge. In addition, the alternatives are consistent with and could serve as early steps toward implementation of CWD's groundwater demand management (GDM) program and related subsidence mitigation measures identified in the Subbasin's 2025 GSP and memorialized in the MOU. For each alternative, a description is provided along with potential advantages and disadvantages of the alternative to assist CWD in evaluating the alternative for further study and potential implementation.

2.1 Alternative 1 – Surface Water Allocation Program

Under a surface water allocation program, CWD would establish a minimum volume of surface water per irrigated acre, per year, for each grower (i.e., a surface water allocation). The surface water allocation could be adjusted by CWD throughout the irrigation season based on available surface water supply or other conditions. For example, an early-season allocation may be set conservatively at 18 inches based on initial DWR forecasts, but later increased to 24 inches as forecasts are updated and supplies are confirmed. At the end of each irrigation season or calendar year, CWD would evaluate surface water usage by each grower. If surface water usage falls below the surface water allocation, the grower would be issued a penalty. Exemptions to penalties could be made under certain circumstances, such as allowances for fallowed land, orchard removal, or situations where no surface water was available at a given turnout during the irrigation season.

An example schematic of how the surface water allocation program could function is shown in **Figure 1**. This figure illustrates two scenarios: one in which a grower's annual surface water use falls below the surface water allocation threshold, resulting in a penalty, and another in which usage meets or exceeds the surface water allocation threshold, avoiding a penalty.

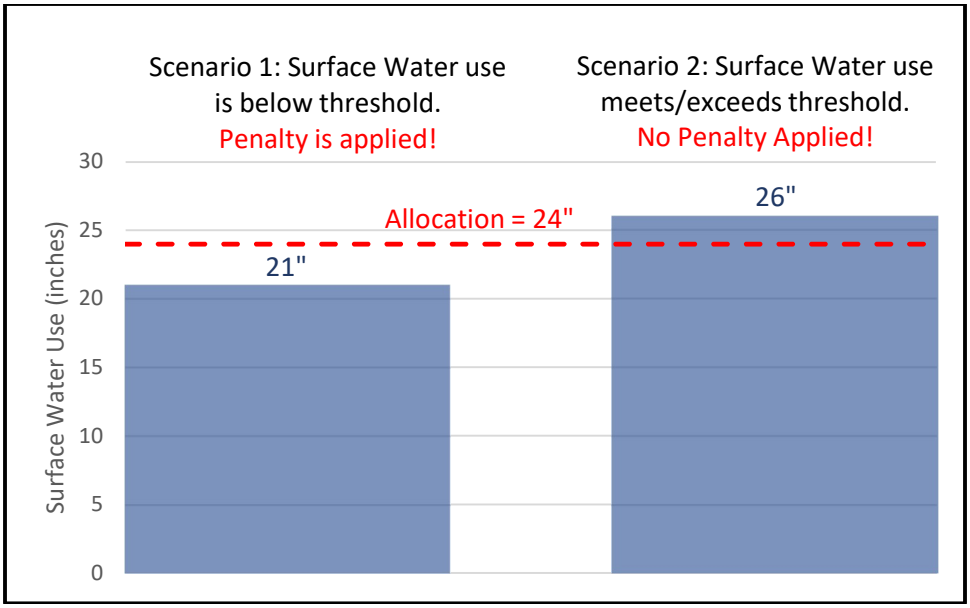


Figure 1: Example application of Alternative 1, comparing surface water use below and above the allocation threshold and the resulting penalty outcomes.

Revenues collected from penalties could be reinvested into groundwater recharge projects, infrastructure improvements, or other PMAs. To be effective, the penalty associated with the surface water allocation threshold should be set at a level that makes surface water usage financially competitive with groundwater extraction. As an example, the penalty should be set at a price higher than the current cost to pump within the District, estimated to be approximately $200 per acre-foot. Implementation of this alternative may require policy adoption and possibly some upgrades to turnout measurements to verify surface water delivery volumes.

This alternative offers several advantages in that it is relatively low cost to implement using current CWD infrastructure, surface water delivery data, staffing availability, and may be implemented quickly, potentially as soon as the following irrigation season. The alternative provides direct financial motivation for growers to use available surface water and has the added benefit of generating funds for other PMAs identified in the GSP. Grower resistance may arise if water quality concerns are not resolved or if conveyance infrastructure is lacking to deliver surface water to certain parcels, and successful implementation of the allocation program would also depend on the District's ability to track deliveries accurately and in a timely manner.

2.2 Alternative 2 – Groundwater Extraction Fee

An alternative to implementing a surface water allocation program is to implement a fee for groundwater extraction within the District. A groundwater extraction fee would establish a charge associated with private pumping above a maximum groundwater extraction threshold. The groundwater extraction fee could incorporate a tiered fee structure, for example: no fee for the first 24 inches of groundwater use, $400 per acre-foot for 24-36 inches, and $500 per acre-foot for 36-48 inches. Annual groundwater extraction volumes would be calculated in arrears and could be determined using flow meters installed on private pumps or estimated based on crop evapotranspiration using a remote sensing approach.

By establishing a cost of groundwater extraction, especially at higher usage levels, this alternative would encourage growers to use surface water when available and to shift toward less water intensive crops where feasible. It would also generate revenue that could be invested in recharge projects, system improvements, or other PMAs identified in the GSP. Implementation would require accurate and consistent measurement or estimation methods and administrative systems for billing and enforcement. In addition, legal counsel should be consulted regarding legal mechanisms and requirements associated with imposing a groundwater extraction fee.

The primary strength of this alternative is that it directly discourages excessive groundwater use and provides a sizeable and legitimate funding source for other PMAs identified in the GSP. A tiered fee structure allows for flexibility and a degree of fairness by not penalizing modest groundwater users. However, the administrative requirements for Alternative 2 are higher than that of Alternative 1, as accurate measurement or estimation of groundwater use is essential. The fee could also be perceived as punitive, which may reduce stakeholder support and make adoption more challenging.

Figure 2 provides an example of how the proposed tiered groundwater extraction fee structure could be applied under four different groundwater use scenarios. In this example, groundwater use is divided into three tiers: 0-24 inches ($0/AF), 24-36 inches ($400/AF), and 36-48 inches ($500/AF). In scenario 1, total groundwater use is below the Tier 1 threshold, resulting in no groundwater extraction fee. In scenarios 2 and 3, groundwater use exceeds the Tier 1 threshold, and the portion of use above 24 inches is subject to the Tier 1 fee. In scenario 4, groundwater use exceeds both the Tier 1 and Tier 2 thresholds, resulting in Tier 1 fees for use between 24 and 36 inches and Tier 2 fees for use above 36 inches.

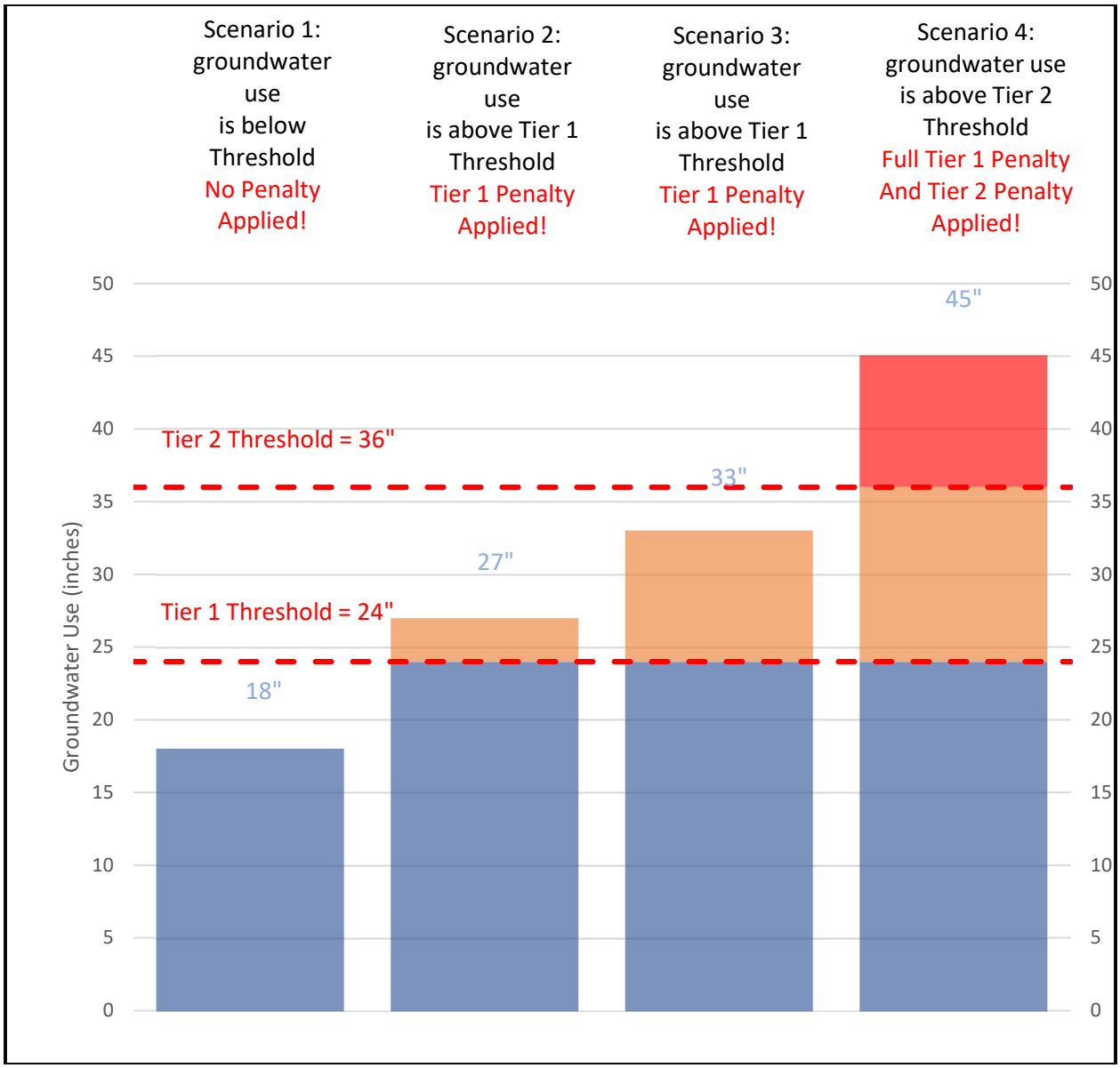


Figure 2: Example application of Alternative 2, comparing four scenarios where groundwater use is below and above the Tier 1 and Tier 2 Penalty Thresholds.

2.3 Alternative 3 – Combined Surface Water Allocation Program and Groundwater Extraction Fee

This alternative combines the fundamental principles of both the surface water allocation program (Alternative 1) and groundwater extraction fee (Alternative 2). Through this alternative, CWD would set a minimum surface water allocation per irrigated acre, per year, and a tiered groundwater extraction fee program, each with associated penalties or fees. For example, growers might be required to use a minimum of 12 inches of surface water annually and could extract up to 24 inches of groundwater without incurring a fee. Surface water usage below the surface water allocation would trigger a penalty, and groundwater use above the groundwater extraction threshold would be charged according to a tiered fee schedule.

This combined approach applies both a financial incentive to use available surface water and a disincentive to use groundwater (above a defined threshold), offering the greatest potential to increase surface water use when available and maximize revenue generation. Implementation would require tracking both surface water deliveries and groundwater extraction at the field level, which would likely increase administrative effort compared to either approach implemented individually.

The advantage of this alternative is its ability to address both components of the water supply equation—encouraging surface water use and discouraging groundwater extraction—at the same time. It also has flexibility, as the District could adaptively manage allocations, thresholds, and fee rates over time to respond to changing environmental conditions and surface water supplies. However, this option is also the most complex to administer and has the greatest potential for grower resistance, since growers could face penalties on both fronts. It would require careful policy design, reliable measurement systems for both surface and groundwater, legal counsel input, and likely a phased implementation timeline to ensure grower buy-in and, thus, successful implementation.

3 Supporting Strategies for Surface Water Incentivizes

In addition to the alternatives described in the previous section, CWD could pursue a set of supporting strategies aimed at enabling and encouraging greater surface water use within the District. While these strategies do not directly impose requirements or penalties, they address physical, operational, and logistical barriers that may currently limit surface water use by some growers. By expanding access, improving water quality, and increasing flexibility through dual-source irrigation systems, these measures could enhance the effectiveness of any chosen alternative and contribute to long-term groundwater sustainability. Importantly, these supporting strategies also align with and help advance CWD's commitments under the Subbasin Groundwater Sustainability Plan (GSP), including implementation of groundwater demand management (GDM) measures and subsidence mitigation actions outlined in the MOU.

3.1 Supporting Strategy 1 – Surface Water Access Expansion

Expanding surface water access within CWD would involve extending delivery infrastructure to parcels that are not currently served by the District's conveyance system but are within the District's irrigation service area. This may require constructing new turnouts, lateral extensions, or other distribution system improvements. Potential candidate parcels could be prioritized based on their proximity to existing conveyance facilities, the crop types grown (prioritizing higher consumptive use crops), and the hydraulic capacity of the canals serving those areas.

This supporting strategy could be implemented in phases. Initial efforts might target parcels already adjacent to existing infrastructure, while later phases could consider properties within 50 or 1,500 feet, where modest extensions could enable service.

The primary advantage of this supporting strategy is that it directly increases the number of growers who have the option to use available surface water, thereby raising the potential for in-lieu recharge and reduced groundwater extraction. However, the cost of infrastructure improvements could be significant, and the timeline for implementation may be prolonged by permitting and environmental requirements.

3.2 Supporting Strategy 2 – Surface Water Quality Improvements

Some growers in CWD have expressed reluctance to use available surface water in micro-irrigation systems due to the presence of debris, algae, and other organic material. These particulates can increase clogging, require more frequent backflushing of filters, and raise on-farm maintenance costs. While many growers already have sand media filtration systems in place, these challenges are particularly pronounced early in the irrigation season when debris loads are higher.

This supporting strategy could address those concerns through installation of centralized screening systems at main bifurcation points in the conveyance system. These screens would remove larger debris before water enters downstream laterals, reducing particulate loads at the grower level. While such improvements would require ongoing maintenance and periodic cleaning, they are relatively low-cost compared to system expansion and could substantially improve grower confidence in surface water quality.

Enhancing water quality could increase surface water use, especially among growers with high-efficiency irrigation systems, and could complement other alternatives and supporting strategies by removing a key barrier to participation.

3.3 Supporting Strategy 3 – Dual-Source Irrigation Systems

Dual-source irrigation systems allow growers to switch between surface water and groundwater depending on availability, quality, or crop needs. These systems typically involve separate pump and turnout connections tied into a common on-farm distribution network, along with controls to switch between sources as needed.

CWD could support adoption of dual-source irrigation systems through a phased incentive or rebate program, low-interest loans, or partnerships with other agencies. A program timeline could include initial outreach and education, application periods for cost-share funding, and installation deadlines. The District could target outreach to areas where surface water is intermittently available but not consistently relied upon, as these locations offer the greatest potential for increased surface water use.

The main benefit of this supporting strategy is flexibility. Growers can maximize surface water use when available, but still maintain the ability to meet crop water demands from groundwater if necessary. Over time, this flexibility could help normalize surface water use and facilitate grower participation in allocation or penalty programs. The primary drawbacks are the higher upfront cost for growers and the potential complexity of on-farm integration.

4 Comparison of Alternatives

The three alternatives and three supporting strategies vary considerably in their implementation requirements, administrative demands, infrastructure needs, annual implementation costs, and potential to increase surface water use and, conversely, reduce groundwater extraction. **Table 1** summarizes these parameters side-by-side for ease of comparison.

Among the alternatives, Alternative 1, the Surface Water Allocation Program, is the least expensive to implement, relying mainly on administrative setup, delivery tracking, and a policy framework for penalties. It has low ongoing staff effort and only minor potential infrastructure needs, such as improved turnout measurement. Alternative 2, the Groundwater Extraction Fee, has moderate implementation costs and requires moderate-to-high staff effort for groundwater usage monitoring, billing, and enforcement. While it does not require infrastructure improvements, it relies on groundwater extraction measurement or estimation methods such as remote sensing. Alternative 3, the Combined Surface Water Allocation Program and Groundwater Extraction Fee, has a cost profile similar to Alternative 2 and demands a comparable level of administrative oversight, but also requires the same potential infrastructure upgrades as Alternative 1.

Among the supporting strategies, Supporting Strategy 1, Surface Water Access Expansion, would require the most substantial capital investment due to the construction of new turnouts, laterals, or other conveyance extensions. It would also require moderate staff time for project planning and coordination. Supporting Strategy 2, Surface Water Quality Improvements, is relatively inexpensive to implement (by comparison) and involves only minor infrastructure additions, such as centralized screening equipment, with minimal ongoing staffing needs. Supporting Strategy 3, Dual-Source Irrigation Systems, represents a high-cost option on the grower side, but limited direct cost to the District beyond program administration and outreach, resulting in a low-to-moderate staff commitment.

When comparing the potential for increased surface water use, all three alternatives are expected to deliver significant benefits. Alternatives 2 and 3 have the greatest potential due to the strong disincentives they create for groundwater extraction, while Alternative 1 also offers meaningful reductions through direct encouragement of available surface water use. The supporting strategies generally provide moderate surface water use impacts by enabling or enhancing its use rather than directly mandating it.

Potential revenue generation further differentiates the options. Alternatives 2 and 3 provide the highest revenue potential through tiered groundwater extraction fees, while Alternative 1 offers more modest revenue from penalties associated with surface water use below the surface water allocation. The supporting strategies do not generate direct revenue but could amplify the effectiveness of whichever alternative is selected by reducing barriers to surface water use and expanding the number of growers who can participate.

Table 1: Qualitative Comparison of Alternatives and Supporting Strategies.

Alternative	Implementation Cost	Staff Effort	Infrastructure Improvements	Increased Surface Water Use	Potential Revenue Generation
Alternative 1 (Surface Water Allocation Program)	$	Low	Minor	💧💧	$$
Alternative 2 (Groundwater Extraction Fee)	$$	Moderate-High	None	💧💧💧💧	$$$
Alternative 3 (Combined Surface Water Allocation Program and Groundwater Extraction Fee)	$$	Moderate-High	Minor	💧💧💧💧💧	$$$
Supporting Strategy	**Implementation Cost**	**Staff Effort**	**Infrastructure Improvements**	**Potential Surface Water Use Increase**	**Potential Revenue Generation**
Supporting Strategy 1 (Surface Water Access Expansion)	$$$$	Moderate	Major	💧💧💧	N/A
Supporting Strategy 2 (Surface Water Quality Improvements)	$$	Low	Minor	💧💧	N/A
Supporting Strategy 3 (Dual-Source Irrigation Systems)	$$$$	Low-Moderate	None (Only the Private Side)	💧💧💧	N/A

5 Discussion and Recommendations

The evaluation of three alternatives and three supporting strategies highlights a range of potential pathways for the District to encourage greater use of surface water and reduce groundwater extraction for irrigation. Alternative 1, the Surface Water Allocation Program, focuses on requiring a minimum level of surface water use, providing a relatively low-cost and quickly implementable mechanism to incentivize surface water use. Alternative 2, the Groundwater Extraction Fee, imposes a tiered fee structure on groundwater extraction above defined thresholds, directly discouraging groundwater extraction and generating significant potential revenue for reinvestment in PMAs identified in the GSP. Alternative 3 combines these two approaches, applying both a minimum surface water allocation and groundwater extraction fees, creating the greatest incentives and disincentives to shift behavior.

If the District elects to pursue Alternative 1, the next steps would include determining an appropriate surface water allocation threshold that balances grower flexibility with program effectiveness, adopting policies to authorize the program and to allow flexibility for a changing surface water allocation throughout the irrigation season, and ensuring accurate surface water delivery tracking. For Alternative 2, the District would need to establish the groundwater extraction fee structure and tier thresholds, seek legal counsel direction in doing so, determine the method for measuring or estimating groundwater use, and develop billing and enforcement procedures. Implementation would also require outreach to growers to explain the program and its purpose. For Alternative 3, the next steps would combine those for Alternatives 1 and 2, including concurrent policy development for both surface water allocation and groundwater extraction fee components, seeking legal counsel direction for doing so, establishing accurate measurement systems for both surface water and groundwater, and designing an integrated administrative process for tracking, billing, and enforcement.

Supporting strategies could be advanced alongside any of the alternatives to improve overall program effectiveness. Expanding surface water access would involve engineering, permitting, and environmental analysis for new conveyance infrastructure, while surface water quality improvements could be addressed through the installation of centralized screening systems. A dual-source irrigation system program would require program design and cost-share or incentive mechanisms to encourage on-farm adoption.

Based on the evaluation of each alternative detailed in this TM, DE recommends the District ultimately pursue Alternative 3. This alternative offers the greatest potential for increasing surface water use by combining incentives to use available surface water with disincentives to extract groundwater, thereby addressing both sides of the water balance. However, implementation would be best approached in phases. In the near term, Alternative 1 could be adopted using the District's existing tools to begin influencing grower behavior and build administrative capacity. A pilot version of Alternative 2 could then be tested to evaluate groundwater measurement and fee collection methods. These efforts would provide valuable experience and stakeholder feedback, laying the groundwork for full-scale implementation of Alternative 3. This phased approach would allow CWD to make immediate progress while preparing for implementation of a comprehensive GDM program as a backstop to other PMAs, positioning the District to meet both near-term sustainability goals and long-term SGMA compliance requirements.

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TECHNICAL MEMORANDUM

To: Brandon Tomlinson, General Manager
Doug Welch, Water Resource Manager
Chowchilla Water District Groundwater Sustainability Agency

From: Davids Engineering, Inc.

Date: February 20, 2026

Subject: **Chowchilla Water District Surface Water Incentive Program – Potential Revenue Estimates**

1 Executive Summary

Chowchilla Water District (CWD) lies within the Chowchilla Subbasin (Subbasin) and relies on a combination of available Central Valley Project (CVP) surface water supplies and privately pumped groundwater to meet irrigation demands. While surface water is available in many years, growers have historically relied on groundwater extractions to meet consumptive use needs, contributing to long-term declines in groundwater levels within the Subbasin. To address the declining groundwater levels and meet its commitments under the Chowchilla Subbasin Groundwater Sustainability Plan (GSP) and the Groundwater Demand Management and Subsidence Mitigation Memorandum of Understanding (MOU), CWD is evaluating policy options that promote greater use of available surface water and reduced groundwater extractions.

The analysis set forth herein was conducted to estimate the potential revenue CWD could hypothetically generate under three alternative policy frameworks designed to encourage the use of available surface water supplies and discourage groundwater extraction. The three alternatives evaluated include:

1. **Alternative 1 – Surface Water Allocation Program:** Establishes a minimum surface water use requirement (i.e., surface water allocation) per irrigated acre, with penalties assessed when actual surface water use falls below the surface water allocation.
2. **Alternative 2 – Groundwater Extraction Fee:** Implements a tiered fee structure for groundwater extraction above defined thresholds to discourage excessive groundwater extraction.
3. **Alternative 3 – Surface Water Allocation and Groundwater Extraction Fee**: Integrates both a surface water allocation and groundwater extraction fee to provide complementary incentives and disincentives.

Water Year (WY) 2023 provides a recent and accurate portrayal of CWD operations. Accordingly, all revenue estimates included in this Technical Memorandum (TM) are based on WYWY 2023 deliveries and hydrologic conditions, which reflect a year with ample surface water availability across CWD.

The analysis used parcel-level data on irrigated acreage, surface water use, and estimated groundwater extractions derived from remote-sensing and local operational datasets. Results show that each alternative could generate meaningful revenue while supporting groundwater sustainability objectives. As seen in Figure ES1, under WY 2023 conditions, the Surface Water Allocation Program could hypothetically have generated approximately $6.8 million, the Groundwater Extraction Fee

approximately $6.4 million, and the Surface Water Allocation and Groundwater Extraction Fee Program up to approximately $13.2 million annually. While the Surface Water Allocation and Groundwater Extraction Fee Program alternative offers the strongest potential for groundwater reduction and revenue generation, it would also require the greatest administrative effort and stakeholder coordination.

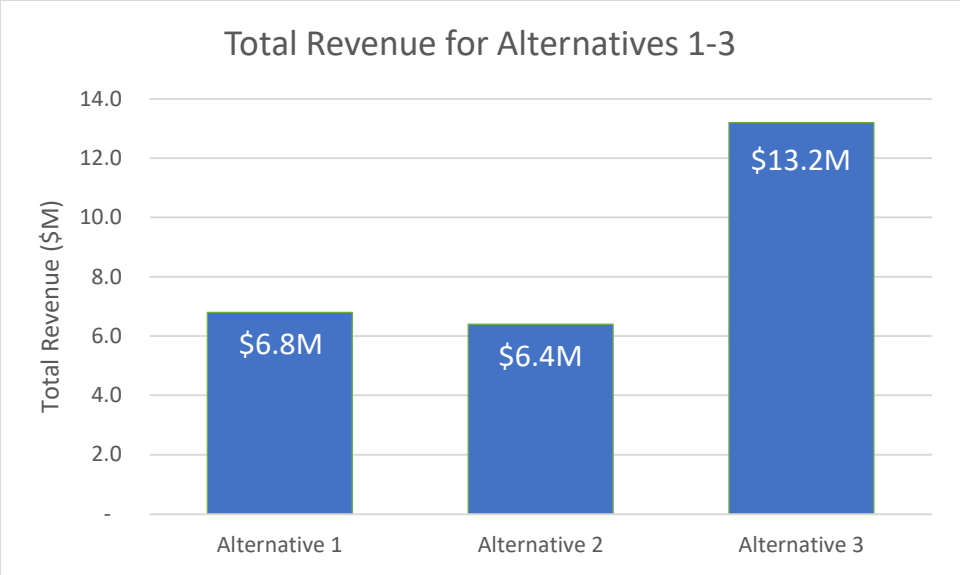


Figure ES1: Hypothetical revenue generated for Alternatives 1-3 under water year 2023 conditions.

Based on these findings, Davids Engineering, Inc. (DE) recommends a phased implementation strategy beginning with either the Surface Water Allocation Program or the Groundwater Extraction Fee, followed by a transition to the Combined Surface Water Allocation and Groundwater Extraction Fee Program as administrative capacity and data management systems mature. CWD is currently moving forward with implementation of the Groundwater Extraction Fee as the initial phase of this approach. This phased implementation strategy allows CWD, should they choose, to take immediate action toward meeting its GSP commitments while establishing a foundation for long-term groundwater sustainability and financial resilience.

1 Introduction

Chowchilla Water District (CWD) relies on a combination of contracted surface water supplies and privately extracted groundwater to meet irrigation demands within its service area. While surface water supplies from the Chowchilla River (via Buchanan Dam/Eastman Lake) and the San Joaquin River (via Friant Dam/Madera Canal) form the backbone of CWD's supply, groundwater remains a predominant source of irrigation water in many years. Long-term groundwater overdraft in the Chowchilla Subbasin (Subbasin) has resulted in declining groundwater levels, reduced groundwater storage, and localized subsidence, prompting the need for management consistent with the requirements of the Sustainable Groundwater Management Act (SGMA).

The Subbasin Groundwater Sustainability Plan (GSP) identifies several projects and management actions (PMAs) designed to reduce groundwater extraction and increase the use of surface water supplies for recharge, particularly through in-lieu recharge, in which growers apply available surface water instead of extracting groundwater. As a Groundwater Sustainability Agency (GSA) in the Subbasin, CWD has an important role in implementing PMAs and collaborating with the other Subbasin GSAs to meet sustainability targets and fulfill commitments related to the Groundwater Demand Management (GDM) Programs and Subsidence Mitigation Measures Memorandum of Understanding (MOU). CWD is fulfilling its commitment to the MOU by considering management actions that promote greater use of surface water when available and reduce groundwater extraction during normal and wet periods.

This Technical Memorandum (TM) documents an analysis conducted by Davids Engineering, Inc. (DE) to estimate potential annual revenue generation for CWD under three alternative policy alternatives specifically tailored to increase surface water use and reduce groundwater extraction. These alternatives represent a range of approaches that could be implemented individually or in combination to fulfill CWD's commitment in the MOU:

1. **Alternative 1 – Surface Water Allocation Program:** Establishes a minimum surface water use requirement (i.e., surface water allocation) per irrigated acre, with penalties assessed when actual surface water use falls below the surface water allocation.
2. **Alternative 2 – Groundwater Extraction Fee:** Implements a tiered fee structure for groundwater extraction above defined thresholds to discourage excessive groundwater extraction.
3. **Alternative 3 – Surface Water Allocation and Groundwater Extraction Fee**: Integrates both a surface water allocation and groundwater extraction fee to provide complementary incentives and disincentives.

The primary objective of this analysis is to provide a quantitative basis for comparing the revenue potential of each alternative, supporting future program design and implementation decisions by CWD. All potential revenue estimates presented herein are based on Water Year (WY) 2023 deliveries and hydrologic conditions, which were selected because they are recent and reflect a year with ample surface water availability across CWD.

2 Data Sources

The revenue analysis set forth herein relied on a combination of data provided directly by CWD and datasets obtained from publicly available online sources. Data provided by CWD was used to describe physical and operational conditions within the service area, including irrigated acreage, surface water deliveries, and ownership groupings. Publicly available datasets were used to characterize field-level evapotranspiration (ET), land use, precipitation, and other agronomic conditions that influence irrigation demand and groundwater extraction estimates. Each of these data sources and its use in this analysis is described below.

2.1 Data Provided by CWD

The following datasets were supplied by CWD and represent operational information for CWD in WY 2023:

- **Parcel-Level Irrigated Acreage:**
  CWD maintains records of irrigated parcels within CWD's service area. These data were used to define the spatial locations of each parcel and to calculate the total acreage over which surface and groundwater volumes were applied.
- **Surface Water Deliveries:**
  Annual surface water delivery records, summarized by turnout and parcel, were provided by CWD. These data were used to quantify measured surface water deliveries to each parcel during WY 2023 and to identify parcels that used partial or full surface water allocations (in the analysis of Alternatives 1 and 3).
- **Ownership Groupings:**
  CWD's customer and ownership database was used to associate parcels with individual water users or management entities. This linkage allowed aggregation of parcel-level water use data to the grower level where appropriate for evaluating potential surface water allocation penalties or groundwater extraction fees (in the analysis of Alternatives 1-3).

2.2 Publicly Available Data

The following datasets were obtained from various publicly available sources.

2.2.1 Evapotranspiration

ET represents consumptive water use, the water lost to evaporation and plant transpiration. ET was estimated from OpenET, a multi-agency satellite-based platform that provides monthly 30-meter (m) resolution ET estimates. OpenET integrates multiple well-established remote-sensing models to produce ensemble ET estimates that are spatially and temporally consistent across the Subbasin. The WY 2023 ET estimates were used to calculate total consumptive water use for irrigated parcels within CWD's service area and to estimate groundwater extractions where surface water deliveries were insufficient to meet irrigation demand.

2.2.2 Land Use

Land use classifications for 2023 were obtained from a combination of statewide and regional mapping efforts, including the California Department of Water Resources (DWR) statewide land use surveys, and the United States Department of Agriculture (USDA) CropScape Cropland Data Layer.

These sources were combined to generate a 30 m grid coverage describing crop type and irrigation status for all agricultural lands within CWD's service area for WY 2023. Land use data were used to identify irrigated versus non-irrigated portions of parcels and to support estimation of irrigation demand by crop type.

2.2.3 Precipitation

Precipitation estimates were obtained from the Parameter-elevation Regressions on Independent Slopes Model (PRISM), developed by the PRISM Climate Group at Oregon State University.

Monthly precipitation rasters at 4-kilometer (km) spatial resolution were downscaled to match the 30 m grid used for ET and land use data, allowing field-scale estimates of total precipitation. These data were used to calculate effective precipitation and to separate the portion of ET contributed by precipitation versus irrigation, thus supporting estimation of irrigation demand.

2.2.4 Other Agronomic Data

Additional agronomic parameters were applied to characterize typical irrigation system performance and soil conditions in CWD's service area. These included:

- Representative consumptive use fractions and rooting depths by crop type,
- Conveyance and reuse efficiencies for CWD, and
- Soil properties (e.g., available water-holding capacity, rooting depth, and infiltration characteristics) derived from the USDA Soil Survey Geographic (SSURGO) database.

These parameters were used to refine estimates of effective precipitation, irrigation demand, and groundwater extraction (after accounting for parcel-level surface water deliveries data), ensuring the analysis reflects realistic parcel-level conditions within CWD's service area.

3 Methodology

The purpose of this analysis was to estimate potential annual revenue generation under each of the three policy alternatives, each representing a different mechanism for encouraging surface water use and discouraging groundwater extraction. Calculations were performed using parcel-level data on irrigated acreage, surface water deliveries, and estimated groundwater extraction for WY 2023, representing a year in which surface water was ample across CWD. Parcel-level results were then aggregated by ownership into parcel groups to determine whether potential surface water allocation penalties or groundwater extraction fees should apply and to calculate total potential annual revenues under each alternative.

All potential penalties, allocations, and fees used in this analysis fall within the range of typical historical water use patterns and cost structures for CWD. However, it is emphasized that the specific fees and thresholds used in this analysis are examples; actual revenues will vary depending on the final program design and fee schedule adopted by CWD.

3.1 Alternative 1: Surface Water Allocation

Under Alternative 1, the Surface Water Allocation Program, a minimum surface water use requirement (i.e., surface water allocation) of 2 acre-feet per acre (AF/AC) was assumed for each irrigated parcel group. This surface water allocation was selected to represent a reasonable proportion of typical irrigation demands for crops within CWD and to align with years when surface water supplies are sufficient to meet a large portion of total irrigation demands.

For each parcel, the volume of unused surface water allocation (i.e., the penalty volume) was determined as:

$$\text{Penalty Volume (AF)} = \max(0, \text{Surface Water Allocation} - \text{Surface Water Deliveries})$$

This difference was multiplied by the parcel irrigated acreage and a penalty fee of $200 per acre-foot (AF). The total surface water allocation penalty for each parcel was then calculated as:

$$\text{Surface Water Allocation Penalty (\$)} = \text{Penalty Volume (AF)} \times \text{Penalty Fee (\$/AF)}$$

Summing the results across all parcel groups provided an estimate of the total potential annual revenue generated under this alternative.

3.2 Alternative 2: Groundwater Extraction Fee

Under Alternative 2, the Groundwater Extraction Fee, a tiered fee structure was applied to groundwater extraction estimates exceeding defined thresholds.

Parcel-level groundwater extraction was first estimated based on an analysis of parcel-level irrigation demand. Total parcel-level irrigation demand was calculated using a spatial water accounting approach that integrates publicly available satellite-based ET, precipitation, and land use data (described in Section 2). For each 30 m grid cell within CWD, total irrigation demand was determined as the sum of consumptive use (ET), adjusted for effective precipitation. Effective precipitation was estimated using PRISM precipitation data, soil characteristics from the USDA SSURGO database, and crop-specific rooting depths, consistent with methods outlined in the U.S. Bureau of Reclamation and USDA National Engineering Handbook procedures. Available surface water deliveries were then distributed across irrigated parcels, and any remaining unmet irrigation demand was assumed to be met by groundwater extraction.

This spatial water accounting approach allows irrigation demand, surface water deliveries, and groundwater extraction to be quantified across CWD at a 30 m spatial resolution, providing parcel-level estimates suitable for use in the revenue and fee calculations described in this analysis.

Each parcel's estimated groundwater use was then categorized into three tiers, with incremental fees applied for groundwater extraction within each tier, as shown in **Table 1**.

Table 1: Penalty Fee Structure for Alternative 2: Groundwater Extraction Fee

Groundwater Extraction Tier	Groundwater Extraction (IN)	Groundwater Extraction (AF/AC)	Groundwater Extraction Tier Fee ($/AF)
Tier 1	0-24	0-2	No Fee
Tier 2	24-36	2-3	$200
Tier 3	36-48	3-4	$400

For each parcel group, the total groundwater use within each tier was calculated, and the applicable tier fee was applied. The total groundwater fee per parcel was computed as:

$$\text{Groundwater Extraction Fee (\$)} = \sum_i (\text{Groundwater Volume within Tier}_i) \times \text{Tier Fee}_i$$

Summing all parcel-level fees provided a total estimate of the potential annual revenue generated under this alternative.

3.3 Alternative 3: Surface Water Allocation and Groundwater Extraction Fee

Under Alternative 3, the Surface Water Allocation and Groundwater Extraction Fee Program, the two previous approaches are integrated, applying both a surface water allocation and a tiered groundwater extraction fee simultaneously. For each parcel, both the surface water penalty and groundwater fee were calculated as described above, and the total charge was determined as:

$$\text{Total Charge (\$)} = \text{Surface Water Allocation Penalty (\$)} + \text{Groundwater Extraction Fee (\$)}$$

Summing the results across all parcel groups provided an estimate of the total potential annual revenue generated under this alternative.

4 Results

The results of the revenue analysis quantify the total potential annual revenue that could be generated by CWD under each of the three policy alternatives based on the assumptions and methods given in Section 3. Results are summarized for WY 2023, representing a year with ample surface water supplies across CWD.

4.1 Alternative 1 – Surface Water Allocation Program

Out of a total of 383 parcel groups analyzed, 200 (approximately 52%) would have incurred a surface water allocation penalty based on the assumptions and methods in Section 3.1. The average delivery volume among penalized parcel groups was 1.46 AF/AC, resulting in a total penalty volume of

approximately 34,000 AF. Applying the $200 per acre-foot penalty fee, the total potential annual revenue generated from penalties under this alternative was approximately $6.8 million.

The results of Alternative 1 are summarized in **Table 2**, which presents the total penalty volume, penalty fee, and total potential annual revenue generated from parcels falling below the surface water allocation (i.e., the surface water allocation penalty) in WY 2023.

Table 2: Summary of Alternative 1 Total Penalty Volume, Penalty Fee, and Total Potential Annual Revenue (WY 2023).

Total Penalty Volume (AF)	Penalty Fee ($/AF)	Total Potential Annual Revenue ($)
34,000	200	6,800,000

4.2 Alternative 2 – Groundwater Extraction Fee

Out of the 383 total parcel groups analyzed, 155 (approximately 40%) would incur groundwater extraction fees based on the assumptions and methods in Section 3.2. Based on assumptions and conditions in WY 2023, a total of approximately 73,000 AF of groundwater extraction occurred within Tier 1 (no fee), while approximately 17,000 AF and 7,000 AF occurred in Tiers 2 and 3, respectively. This resulted in a total of approximately 24,000 AF of groundwater extractions that are subject to fees, resulting in an estimated total potential annual revenue of approximately $6.3 million under this alternative.

The results of Alternative 2 are summarized in **Table 3**, showing the applied tier fees, groundwater volumes within each tier, and the total potential annual revenue hypothetically generated in WY 2023.

Table 3: Summary of Alternative 2 Tier Fees, Groundwater Volumes, and Total Potential Annual Revenue (WY 2023).

	Groundwater Volume within Tier (AF)	Tier Fee ($/AF)	Total Potential Annual Revenue ($)
Tier 1	73,000	0	0
Tier 2	17,000	200	3,400,000
Tier 3	7,000	400	3,000,000
Total	97,000	-	6,400,000

4.3 Alternative 3 – Combined Surface Water Allocation and Groundwater Extraction Fee

The Combined Surface Water Allocation and Groundwater Extraction Fee Program applies both the surface water allocation and the groundwater extraction fee simultaneously. Under these assumptions, the total potential annual revenue equals the sum of the penalties and fees applied under Alternatives 1 and 2.

Using the same fees and thresholds described previously, the combined total potential annual revenue is estimated at $13.1 million in WY 2023, representing the maximum potential financial return of the

alternatives evaluated. This approach provides the strongest combined incentive to increase surface water use and decrease groundwater extractions but would also require the greatest administrative complexity.

A comparison of the total revenues generated under each alternative is provided in **Table 4**. These results show the cumulative effect of implementing both a surface water allocation and a groundwater extraction fee.

Table 4: Summary of Total Potential Annual Revenue Under Each Alternative (WY 2023).

Alternative 1 Revenue ($)	Alternative 2 Revenue ($)	Alternative 3 Revenue ($)
6,800,000	6,400,000	13,200,000

5 Discussion and Recommendations

The results of this analysis indicate that each of the three proposed policy alternatives could provide meaningful benefits toward increasing surface water use, reducing groundwater dependence, and generating additional revenue to support long-term sustainability efforts. The Surface Water Allocation Program (Alternative 1) offers a straightforward and low-cost mechanism for incentivizing growers to use surface water when it is available. Its relative simplicity makes it well-suited for near-term implementation using existing delivery records and administrative procedures. Additionally, the results of this analysis demonstrate that a relatively modest surface water allocation threshold and penalty fee could generate meaningful revenue while strongly incentivizing increased use of available surface water. In contrast, the Groundwater Extraction Fee (Alternative 2) provides a more direct tool for managing groundwater demand and generating consistent revenue but would require methods to estimate groundwater extractions in order to implement. The Surface Water Allocation and Groundwater Extraction Fee (Alternative 3) achieves the greatest potential impact by applying both incentives and disincentives simultaneously, reinforcing behavioral change on both the surface and groundwater sides of the balance, though at a higher level of administrative complexity. This alternative also represents the maximum potential annual revenue generation scenario, combining both incentives to utilize available surface water and disincentives to rely heavily on groundwater extractions.

While each alternative provides distinct advantages, their implementation difficulty varies considerably. Alternative 1 could be initiated with minimal policy changes and limited new data infrastructure, allowing CWD to begin influencing water use behavior quickly. Alternative 2 would require either field-level metering or robust groundwater use estimation methods but would produce stronger behavioral and financial outcomes. Alternative 3 would require integration of both datasets and policies, making it the most comprehensive but also the most demanding to administer. Importantly, all three approaches are compatible with CWD's commitments under the GSP, including the groundwater demand management and subsidence MOU, by promoting in-lieu recharge and reducing groundwater extraction during years of surface water availability.

Based on these findings, DE recommends a phased implementation strategy that builds toward the combined program over time. CWD is currently moving forward with implementation of the Groundwater Extraction Fee (Alternative 2) as the initial phase, which allows CWD to establish the billing, compliance review, and demand accounting processes needed for a long-term program while immediately advancing GSP objectives. As data systems mature and stakeholder familiarity increases,

CWD can add a Surface Water Allocation component and transition toward Alternative 3. This approach enables near-term action while positioning CWD for long-term success in achieving groundwater sustainability.

Based on these findings, it is recommended that the CWD adopt a phased implementation strategy. CWD could begin by implementing either the Surface Water Allocation Program or the Groundwater Extraction Fee, depending on data readiness and administrative capacity. This would allow for early progress toward GSP objectives while building experience and stakeholder confidence. Over time, as data systems and policy frameworks mature, CWD could transition to a combined Surface Water Allocation and Groundwater Extraction Fee program that applies both allocation and extraction components. This phased approach offers a practical and flexible path forward, ensuring near-term action while positioning CWD for long-term success in achieving groundwater sustainability.

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TECHNICAL MEMORANDUM

To: Brandon Tomlinson, General Manager
Doug Welch, Water Resource Manager
Chowchilla Water District Groundwater Sustainability Agency

From: Davids Engineering, Inc.
Date: February 20, 2026
Subject: **Chowchilla Water District Surface Water Incentive Program Implementation Guidance**

1 Executive Summary

Chowchilla Water District (CWD) lies within the Chowchilla Subbasin (Subbasin) and relies on a combination of available Central Valley Project (CVP) surface water supplies and privately pumped groundwater to meet irrigation demands. Persistent groundwater overdraft within the Chowchilla Subbasin (Subbasin) has contributed to declining groundwater levels, reduced storage, and localized land subsidence, requiring proactive management actions to comply with the Sustainable Groundwater Management Act (SGMA). As a Groundwater Sustainability Agency (GSA), CWD has committed, through the Subbasin's Groundwater Sustainability Plan (GSP) and the Subsidence Mitigation Measures Memorandum of Understanding (MOU), to implement groundwater demand management strategies that reduce groundwater extraction and promote increased use of available surface water, particularly during normal and wet years.

To support these objectives, CWD has evaluated three policy alternatives designed to encourage surface water use and reduce groundwater extractions:

1. **Alternative 1 – Surface Water Allocation Program:** Establishes a minimum surface water use requirement (i.e., surface water allocation) per irrigated acre, with penalties assessed when actual surface water use falls below the surface water allocation.
2. **Alternative 2 – Groundwater Extraction Fee:** Implements a tiered fee structure for groundwater extraction above defined thresholds to discourage excessive groundwater extraction.
3. **Alternative 3 – Surface Water Allocation and Groundwater Extraction Fee:** Integrates both a surface water allocation and groundwater extraction fee to provide complementary incentives and disincentives.

Companion technical memoranda (provided in Appendices A and B) established the policy framework and estimated potential revenues associated with each alternative. The purpose of this Technical Memorandum (TM) is to provide clear, actionable implementation guidance to transition these alternatives into operational programs.

This document presents a step-by-step framework for administering each alternative, including required data inputs, administrative procedures, and calculation methodologies. The guidance emphasizes the use of existing CWD datasets and operational practices wherever possible, with all compliance determinations, penalties, and fees calculated in arrears using verified end-of-year data. This approach is intended to ensure transparency, fairness, and administrative feasibility while minimizing operational disruption.

The Surface Water Allocation Program offers a low-cost, near-term option that directly incentivizes surface water use by establishing a minimum surface water requirement per irrigated acre, with penalties assessed for unused allocations. The Groundwater Extraction Fee provides a more direct disincentive to excessive groundwater extractions through a tiered fee structure based on estimated applied groundwater use, supported by spatial water accounting methods and evapotranspiration data. The Combined Surface Water Allocation Program and Groundwater Extraction Fee alternative applies both mechanisms simultaneously, offering the strongest alignment with groundwater demand management and subsidence mitigation objectives, albeit with greater administrative complexity.

Recognizing the operational and stakeholder considerations associated with new water management programs, this TM recommends a phased implementation approach. CWD is moving forward with implementation of the Groundwater Extraction Fee (Alternative 2) to establish the necessary data workflows, billing procedures, and compliance review processes. Then, should they choose to, CWD will transition to the combined alternative once administrative systems and stakeholder familiarity are in place. This incremental strategy reduces implementation risk, allows for program refinement based on experience and feedback, and provides growers with a clear and predictable adjustment pathway.

Overall, the implementation guidance presented herein provides CWD with a flexible, locally controlled toolkit to advance groundwater sustainability, fulfill SGMA and MOU commitments, and adaptively manage water resources under evolving hydrologic conditions.

2 Introduction

Chowchilla Water District (CWD) relies on a combination of contracted surface water supplies and privately extracted groundwater to meet irrigation demands within its service area. While surface water supplies from the Chowchilla River (via Buchanan Dam/Eastman Lake) and the San Joaquin River (via Friant Dam/Madera Canal) form the backbone of CWD's supply, groundwater remains a predominant source of irrigation water in many years. Long-term groundwater overdraft in the Chowchilla Subbasin has resulted in declining groundwater levels, reduced groundwater storage, and localized subsidence, prompting the need for management consistent with the requirements of the Sustainable Groundwater Management Act (SGMA).

The Chowchilla Subbasin (Subbasin) Groundwater Sustainability Plan (GSP) identifies several projects and management actions (PMAs) designed to reduce groundwater extraction and increase the use of surface water supplies for recharge, particularly through in-lieu recharge, in which growers apply available surface water instead of extracting groundwater. As a Groundwater Sustainability Agency (GSA) in the Subabsin, CWD has an important role in implementing PMAs and collaborating with the other Subbasin GSAs to meet sustainability targets and fulfill commitments related to the Groundwater Demand Management (GDM) Programs and Subsidence Mitigation Measures Memorandum of Understanding (MOU). CWD is fulfilling its commitment to the MOU by considering management actions that promote greater use of surface water when available and reduce groundwater extraction during normal and wet periods.

To support these efforts, a Technical Memorandum (TM) was prepared for CWD proposing and evaluating three policy alternatives designed to increase surface water use and reduce groundwater extraction (See **Appendix A**):

1. **Alternative 1** – Surface Water Allocation Program, requiring a minimum level of surface water use (i.e., surface water allocation) with penalties for underuse;
2. **Alternative 2** – Groundwater Extraction Fee, establishing a tiered fee structure for groundwater use exceeding defined thresholds; and
3. **Alternative 3** – Combined Surface Water Allocation Program and Groundwater Extraction Fee, applying both allocation and extraction components simultaneously.

A Revenue Analysis TM was also developed to estimate the potential annual revenue that could be generated under each alternative based on an analysis of parcel-level surface water deliveries and estimated groundwater extraction from Water Year 2023 (See **Appendix B**). Together, these documents established the policy framework and financial implications associated with each alternative.

The purpose of this TM is to provide the implementation guidance needed to operationalize these alternatives. A clear, step-by-step framework is provided as a means of establishing the steps necessary for CWD to administer each alternative. While this TM references findings from earlier TMs, it is written as a standalone resource to support Board consideration, stakeholder engagement, and future program development.

The implementation processes described herein are designed to:

- Align with CWD's operational capabilities and data resources;
- Support commitments made in the GSP to develop GDM and subsidence mitigation measures, consistent with the MOU;
- Provide flexibility for phased adoption and adjustment over time; and
- Ensure transparency, fairness, and administrative feasibility.

Ultimately, the guidance in this TM is intended to help CWD move from conceptual alternative design to actionable implementation, enabling CWD to continue to advance groundwater sustainability through a consistent, transparent, and operationally feasible approach.

3 Surface Water Incentive Alternatives

This TM presents three policy alternatives that CWD could implement to encourage increased use of available surface water and/or reduce groundwater extraction for irrigation. Each alternative represents a distinct approach for influencing grower behavior through incentives, disincentives, or a combination of both, and each could be implemented independently or as part of a phased program over time.

The alternatives are intended to support CWD's groundwater sustainability objectives under SGMA, including commitments outlined in the GSP and the MOU. In particular, the alternatives are designed to increase in-lieu recharge by encouraging surface water use during periods when supplies are available and reducing discretionary groundwater extractions.

Table 1 shows a qualitative comparison of these alternatives, including implementation complexity, administrative effort, infrastructure needs, and relative effectiveness.

Table 1: Qualitative Comparison of Alternatives.

Alternative	Implementation Cost	Staff Effort	Infrastructure Improvements	Increased Surface Water Use	Potential Revenue Generation
Alternative 1 (**Surface Water Allocation Program**)	$	Low	Minor	💧 💧	$$
Alternative 2 (**Groundwater Extraction Fee**)	$$	Moderate-High	None	💧 💧 💧 💧	$$$
Alternative 3 (**Combined Surface Water Allocation Program and Groundwater Extraction Fee**)	$$	Moderate-High	Minor	💧 💧 💧 💧 💧	$$$

3.1 Alternative 1: Surface Water Allocation Program

The Surface Water Allocation Program establishes a minimum annual surface water use requirement (i.e., surface water allocation) per irrigated acre for growers within CWD. Growers whose actual surface water use falls below the allocation would incur a penalty on the unused portion of the allocation. For administration and billing, surface water deliveries are summarized att he parcel level using turnout delivery records and then aggregated to parcel groups based on common ownership or customer account groupings. The allocation level and associated penalty fee could be adjusted by CWD over the course of the irrigation season to reflect updated supply forecasts, operational conditions, or policy objectives. Limited exemptions or adjustments could also be incorporated to account for fallowing, orchard removal, or localized delivery constraints.

This alternative directly incentivizes surface water use while remaining relatively simple to administer, relying primarily on CWD's existing surface water delivery records. It offers a near-term, low-cost mechanism for influencing grower behavior and generating revenue that could be reinvested in additional groundwater sustainability projects or other management actions.

3.2 Alternative 2: Groundwater Extraction Fee

The Groundwater Extraction Fee program applies a fee to groundwater extraction above defined thresholds, using a tiered structure to discourage higher levels of groundwater extraction while preserving flexibility for baseline irrigation needs.

Under this approach, groundwater extractions would be estimated or measured at the parcel level and aggregated to parcel groups. Groundwater extraction below a baseline threshold would not be subject to a fee, while groundwater extraction exceeding higher tier thresholds would be charged increasing fees per acre-foot of groundwater extraction. This tier structure would allow CWD to target excessive groundwater extractions while avoiding penalties for modest or limited groundwater extractions.

This alternative directly disincentivizes groundwater extraction and provides a consistent revenue source that could be used to fund recharge projects, monitoring programs, or other GSP related actions. However, implementation would require a reliable method for estimating or measuring groundwater extraction and a more robust administrative framework for data processing.

3.3 Alternative 3: Combined Surface Water Allocation and Groundwater Extraction Fee

The Combined Surface Water Allocation and Groundwater Extraction Fee Alternative integrates both a surface water allocation and a tiered groundwater extraction fee into a single, comprehensive framework. Under this alternative, growers would be required to meet a minimum level of surface water use while also being subject to fees for groundwater extraction above defined thresholds.

By applying both an incentive to use surface water and a disincentive to extract groundwater, this alternative provides the strongest mechanism for shifting irrigation practices and reducing long-term groundwater extraction. This approach reinforces desired behavior from both sides of the water balance and offers the greatest potential for achieving groundwater sustainability objectives.

4 Alternative Implementation

This section provides practical guidance for implementing each of the three alternatives described in the preceding section. The intent is to translate the conceptual alternative designs (detailed in **Appendix A**) into actionable steps that CWD could follow to administer each alternative through a consistent, transparent, and operationally feasible approach.

For each alternative, implementation considerations are organized around three core components: (1) data and technical infrastructure requirements, (2) administrative setup and policy considerations, and (3) a high-level overview of the calculation framework used to determine compliance, fees, and penalties. Emphasis is placed on leveraging CWD's existing datasets, operational practices, and analytical tools to the greatest extent possible, with all calculations performed in arrears using verified end-of-year data.

While each alternative differs in complexity and administrative effort, the implementation approaches described herein are designed to be modular and adaptable. CWD is currently moving forward with implementation of the Groundwater Extraction Fee program (Alternative 2); however, the remaining alternatives are included to provide a complete implementation framework should CWD elect to incorporate additional program elements in the future. The guidance in this section is intended to support near-term decision making while allowing flexibility to refine program elements in response to hydrologic conditions, stakeholder feedback, and evolving groundwater sustainability objectives.

4.1 Alternative 1 Implementation

Compared to the other alternatives evaluated, Alternative 1 relies almost entirely on existing datasets and operational processes and can be implemented with minimal additional technical infrastructure. All calculations under this alternative are performed in arrears, based on actual deliveries measured during the irrigation season, which reduces operational complexity and avoids the need for real-time tracking or forecasting tools.

The primary implementation tasks for this alternative involve defining policy thresholds (i.e., the allocations and penalty fees), confirming data quality and consistency across existing systems, and establishing clear administrative procedures for exemptions, review, and billing. Because the alternative is based on surface water delivery records already maintained by CWD, it can be deployed incrementally and adjusted over time as operational experience is gained.

4.1.1 Data and Technical Infrastructure

Implementation of Alternative 1 does not require new data sources, modeling tools, or metering infrastructure beyond what is currently maintained by CWD, so long as current data collection methods are adequate to support surface water delivery measurements. The alternative can be implemented using existing operational and geospatial datasets, provided those datasets are reviewed for completeness and consistency.

Key datasets required for implementation include:

1. **Surface Water Delivery Records:** Parcel level delivery records are used to quantify the total volume of surface water delivered to each parcel group during the irrigation season. These records form the basis for determining whether a parcel group met or fell short of the defined surface water allocation.
2. **GIS Parcel and Irrigated Acreage Data:** Parcel boundaries and irrigated acreage are used to calculate the required surface water allocation for each parcel group (expressed as acre-feet per acre). Accurate and up to date irrigated acreage data are essential to ensure allocations are applied consistently across users.

While no new tools are required, it is recommended that CWD conduct a review of existing datasets prior to implementation to confirm that delivery records and parcel boundaries are aligned and can be reliably linked for end of year calculations. Any identified data gaps or inconsistencies should be addressed as part of routine data management practices.

4.1.2 Administrative Setup

Implementation of Alternative 1 requires CWD to establish clear administrative policies governing allocation thresholds, penalty fees, and compliance procedures. A minimum surface water allocation, expressed on an acre-feet per acre basis, must be defined for each irrigation season. An associated penalty fee for any unused allocation must also be established, expressed as dollars per acre-foot. Both the allocation threshold and penalty fee can be set or adjusted annually, prior to the start of the irrigation season, to reflect prevailing hydrologic conditions, surface water availability, operational considerations, and policy objectives.

An exemption or adjustment process should be developed to address circumstances in which parcels or parcel groups are unable to meet allocation requirements due to factors such as fallowing, crop removal, or local delivery constraints. Establishing clear eligibility criteria and documentation requirements for exemptions will help ensure that penalties are applied consistently and transparently.

All compliance determinations and penalty calculations under Alternative 1 should be performed at the end of the irrigation season, based on actual surface water delivery records. This approach simplifies administration effort by avoiding real-time tracking or mid-season adjustments and allows charges to be based on verified delivery data. To support successful implementation, advance communication with growers regarding allocation requirements, penalty structures, and exemption procedures is recommended prior to the start of each irrigation season.

4.1.3 Calculation Overview

Under Alternative 1, compliance and revenue calculations are based on a comparison between a defined minimum surface water allocation and actual surface water deliveries recorded during the irrigation season. Calculations are performed at the parcel level and then aggregated to parcel groups for billing and reporting purposes.

For each parcel group, the required surface water allocation is calculated as the product of irrigated acreage and the defined allocation threshold (expressed in acre-feet per acre). Actual surface water use can be determined from CWD's delivery records. The difference between the required allocation and delivered volume defines the unused allocation volume, or penalty volume, which is subject to penalty if positive. This relationship is expressed as:

$$Penalty\ Volume\ (AF) = max\ (0, Allocation\ (AF) - Delivered\ Surface\ Water\ (AF))$$

The unused allocation volume should then be multiplied by the adopted penalty fee to determine the total penalty for each parcel group:

$$Penalty\ (\$) = Penalty\ Volume\ (AF) \times Penalty\ Fee\ (\$/AF)$$

Parcel-level results can be aggregated to parcel groups prior to final billing to align with CWD's accounting and customer records. Exempt parcels or acreage approved through the administrative review process are excluded from penalty calculations.

4.2 Alternative 2 Implementation

Alternative 2 relies on a more detailed accounting of on-field water demand and groundwater extraction than Alternative 1. Due to this, additional datasets and analytical tools will be required for implementation. Like the other alternatives, all calculations under this alternative are performed in arrears, based on observed conditions during the irrigation season, which allows fees to be assessed using verified data rather than forecasts or real-time estimates.

The primary implementation tasks for Alternative 2 involve annually establishing groundwater extraction thresholds and tiered fee fees, confirming the quality of surface water supply datasets, obtaining a method for on-field demand estimation, and defining administrative procedures for review, reporting, and billing. While more data intensive than Alternative 1, this approach provides a direct linkage between groundwater extraction and associated fees and aligns closely with GDM objectives.

4.2.1 Data and Technical Infrastructure

Implementation of Alternative 2 requires integration of existing datasets collected by CWD as well as field-scale applied water demand estimates, which are expected to be derived from remote sensing and agronomic datasets. While no new metering infrastructure is expected to be required, this alternative depends on CWD's ability to estimate applied groundwater at the parcel level using a water accounting methodology.

Key datasets required for implementation include:

- **Surface Water Delivery Records:** Turnout or parcel-level delivery records are used to quantify the volume of surface water supplied to each parcel group and to offset total applied water demand prior to estimating groundwater extractions.
- **GIS Parcel and Irrigated Acreage Data:** Parcel boundaries and irrigated acreage are used to spatially distribute applied water demand estimates and to aggregate results to parcel groups for reporting and billing.
- **Applied Water Demand Estimates:** Field-level applied water demand is estimated using a spatial water accounting methodology that integrates evapotranspiration (ET), precipitation, and land use. These estimates provide the basis for calculating total applied water and residual groundwater use.

To support estimation of total applied water demand, CWD will need access to spatially-explicit ET and supporting agronomic datasets. Several data products are available to meet this need, with differing levels of cost, processing effort, and analytical support. Two of these options are listed below:

- **OpenET**: One option for this data is OpenET[1], a publicly available, no-cost platform that provides satellite-based ET estimates at a 30-meter spatial resolution. OpenET offers monthly and annual ET datasets derived from an ensemble of well-established remote-sensing models. While OpenET does not directly provide total applied water demand or applied groundwater volumes, OpenET datasets can be used by CWD to estimate field-level applied water demand through a water accounting approach that incorporates precipitation, land use, and agronomic assumptions. Use of OpenET would require extensive in house processing and integration with CWD's delivery and parcel datasets.
- **ETAW Products**: An additional option for estimating applied water demand is the use of commercial ET of applied water (ETAW) products, such as those provided by Hydrosat[2], which are currently being used by the Madera County GSA in their Groundwater Demand Management Program. Under this approach, ETAW estimates are delivered directly at the field or parcel scale, substantially reducing the need for data processing by CWD. Because ETAW products already incorporate satellite-based ET, precipitation, crop conditions, and water balance assumptions, they can be used for estimating total applied water demand without the need for CWD to process the data themselves. Residual groundwater extractions can then be estimated by subtracting verified surface water deliveries from the ETAW volume.

Prior to implementation, it is recommended that CWD review data linkages between parcel geometry and delivery records to ensure consistent parcel group aggregation. Routine validation of inputs and assumptions will help maintain confidence in the resulting groundwater fee calculations.

4.2.2 Administrative Setup

Implementation of Alternative 2 requires CWD to define groundwater use thresholds and corresponding tiered fees. Thresholds are typically expressed in terms of applied groundwater volume (i.e., acre-feet per acre) and are intended to distinguish between baseline irrigation needs and higher levels of

[1] More information on OpenET can be found at their website: https://etdata.org/.
[2] More information on Hydrosat can be found at their website: https://hydrosat.com/.

groundwater reliance. Tier fees may be adjusted annually to reflect groundwater conditions, management priorities, and policy objectives.

Administrative procedures should be established to define how groundwater use estimates are reviewed, how tiered volumes are calculated, and how disputes or data corrections are handled. Because groundwater extractions are estimated rather than directly measured at the parcel level, transparency regarding assumptions and calculation methods is particularly important.

As with Alternative 1, all compliance determinations and fee calculations for Alternative 2 can be performed in arrears using verified delivery records and finalized applied water demand estimates. This approach simplifies administration efforts and ensures that charges reflect actual field conditions rather than projections. Advance communication with growers regarding tier thresholds, fees, and calculation methods is recommended prior to implementation.

4.2.3 Calculation Overview

Under Alternative 2, groundwater extraction fees are based on estimated applied groundwater volumes exceeding defined tier thresholds. Total on-field applied water demand is either calculated using a spatial water accounting approach that integrates ET, effective precipitation (ETPR), land use, and other agronomic parameters, or provided by a paid service such as Hydrosat. In this framework, ETAW (representing the portion of crop consumptive use attributed to irrigation rather than rainfall) can be calculated as:

$$ETAW\ (AF) = ET(AF) - ETPR\ (AF)$$

Total applied water required to meet demand (AW) can then be determined from ETAW and associated losses consistent with the adopted water accounting assumptions, such as irrigation efficiency. Verified surface water deliveries (ASW) are applied to meet this demand, and the remaining applied water requirement is attributed to applied groundwater extractions (AGW):

$$AGW\ (AF) = AW\ (AF) - ASW\ (AF)$$

For each parcel group, estimated applied groundwater use can be expressed as a depth (acre-feet per acre) and categorized into predefined tiers. An example tier structure is shown in **Table 2**.

Table 2: Example Groundwater Extraction Fee Tier Structure

Groundwater Extraction Tier	Groundwater Extraction (IN)	Groundwater Extraction (AF/AC)	Groundwater Extraction Tier Fee ($/AF)
Tier 1	0-24	0-2	No Fee
Tier 2	24-36	2-3	$200
Tier 3	36-48	3-4	$400

The volume of groundwater use within each tier can be calculated and multiplied by the applicable tier fee. The total groundwater fee for each parcel group is computed as:

$$Groundwater\ Fee\ (\$) = \sum_i [\ Groundwater\ Volume\ within\ Tier_i\ (AF) \times Tier\ Fee_i\ (\$/AF)]$$

Parcel level results are then aggregated to parcel groups prior to billing to align with CWD's accounting and customer records. Any approved adjustments or exclusions are applied prior to final fee calculation.

4.3 Alternative 3 Implementation

Alternative 3 combines the Surface Water Allocation Program and the Groundwater Extraction Fee into a single, integrated alternative. This alternative applies both a minimum surface water allocation requirement and a tiered groundwater extraction fee simultaneously, creating complementary incentives to maximize surface water use while discouraging excessive reliance on groundwater extractions.

Because Alternative 3 incorporates the implementation elements of both prior alternatives, it is the most comprehensive (and most administratively complex) option evaluated. However, it also provides the strongest alignment with groundwater demand management objectives and subsidence mitigation goals. As with the other alternatives, all calculations are performed in arrears using verified end of year data, allowing charges to be based on observed deliveries and estimated groundwater extraction rather than forecasts or real-time monitoring.

Implementation of this alternative requires coordinated application of the policy thresholds, datasets, and administrative procedures described under Alternatives 1 and 2. While more resource intensive initially, this approach allows CWD to apply surface water incentives and groundwater disincentives in a consistent and integrated manner.

4.3.1 Data and Technical Infrastructure

Implementation of the Combined Surface Water Allocation and Groundwater Extraction Fee Alternative requires the full suite of datasets and analytical tools used under Alternatives 1 and 2, as described in **Sections 3.1.1 and 3.2.1**. No new metering or monitoring infrastructure is expected to be required; however, successful implementation of the Groundwater Extraction Fee will require the tools described in **Section 3.2**.

Key datasets required for implementation include:

- **Surface Water Delivery Records:** Parcel level delivery records are used to quantify actual surface water use for each parcel group and to determine compliance with the minimum surface water allocation requirement.
- **GIS Parcel and Irrigated Acreage Data:** Parcel boundaries and irrigated acreage are used to calculate required surface water allocations and to spatially distribute demand and groundwater extraction estimates.
- **On-Field Demand and Groundwater Estimates:** A spatial water accounting approach is used to estimate total irrigation demand and residual groundwater extractions after accounting for surface water deliveries and effective precipitation.

Because Alternative 3 integrates multiple calculation pathways, it is recommended that CWD conduct a comprehensive review of data linkages and aggregation procedures prior to implementation. Ensuring

consistency between parcel geometry, delivery records, and demand estimates is critical to avoiding double counting or misapplication of charges.

4.3.2 Administrative Setup

Administrative implementation of Alternative 3 requires CWD to establish and maintain both surface water allocation policies and groundwater extraction fee structures, as described in **Sections 3.1.2 and 3.2.2**. This includes defining minimum surface water allocation thresholds, associated penalty rates for unused allocations, groundwater tier thresholds, and tier specific fees. As with the other alternatives, these values can be adjusted annually to reflect hydrologic conditions, surface water availability, groundwater management objectives, CWD's policy priorities.

Clear administrative procedures should be established to govern how surface water penalties and groundwater fees are calculated, reviewed, and billed. Because a parcel group may incur charges under one or both program components in a given year, communication regarding how charges are calculated and combined is particularly important.

An exemption or adjustment process should be maintained to address situations such as fallowing, crop removal, or documented delivery constraints. Approved exemptions should be applied consistently across both surface water and groundwater components prior to final billing.

All charge calculations can be performed at the end of the irrigation season using verified delivery records and finalized demand estimates. As with the other alternatives, advance outreach to growers regarding program requirements, thresholds, and calculation methods is recommended prior to each irrigation season.

4.3.3 Calculation Overveiw

Under Alternative 3, total charges for each parcel group are calculated as the sum of surface water allocation penalties and groundwater extraction fees. Each component is calculated independently using the methods described in **Sections 3.1.3 and 3.2.3**.

The total charge for each parcel group is then calculated as:

$$\textit{Total Charge (\$)} = \textit{Surface Water Penalty (\$)} + \textit{Groundwater Extraction Fee (\$)}$$

Parcel-level results are aggregated to parcel groups prior to billing to align CWD's accounting and customer records. Approved exemptions or adjustments are applied before final charges are assessed.

4.4 Stakeholder Engagement

Successful implementation of any alternative will depend on clear, proactive, and sustained engagement with CWD stakeholders. Because the alternatives would introduce new allocation requirements, fees, and/or penalties, early and transparent communication is essential to build understanding, minimize confusion, and support for compliance.

Outreach efforts should include a combination of workshops, informational mailers, and web-based resources, such as frequently asked questions (FAQs), to reach a broad range of stakeholders. Workshops or informational meetings provide an opportunity to explain program objectives, walk through example calculations, and answer questions directly, while written and online materials allow users to reference key information throughout the irrigation season. Outreach materials should be written in clear, accessible language and updated as program details evolve.

A central component of stakeholder engagement should be explaining how data are used within program implementation. This includes describing what information is collected (e.g., surface water deliveries, irrigated acreage, and groundwater estimates), how those data are used to determine compliance, and when and how calculations are performed. Emphasizing that calculations are completed in arrears using verified records can help address concerns about uncertainty.

Transparency around program fees and the use of generated revenue is also critical. Growers should be informed not only of the allocation thresholds, fee tiers, or penalty rates, but also of the purpose behind them and how revenues may be reinvested to support CWD and Subbasin objectives. Examples may include funding groundwater recharge projects, improving conveyance infrastructure, supporting monitoring programs, or advancing other sustainability related investments. Clearly linking revenues to tangible local benefits can improve program acceptance and reinforce alignment with GSP objectives.

Ongoing engagement (beyond initial rollout) should be maintained to incorporate feedback, clarify procedures, and adjust program elements as needed. Establishing a clear point of contact within CWD for questions or appeals will further support transparency and help ensure that the program is administered consistently and equitably.

4.5 Example Phased Implementation Approach

Given the operational, administrative, and stakeholder considerations associated with implementing new water management programs, a phased implementation approach is recommended. As CWD plans to move forward with implementation of the Groundwater Extraction Fee Program (Alternative 2), that alternative will be used in this example implementation approach. Phasing would allow CWD to introduce alternative elements to the public, gain operational experience, and refine procedures before transitioning to a more comprehensive structure.

To reduce implementation risk and improve stakeholder transparency, CWD could begin implementation of Alternative 2 with a pilot or “beta test” group of participating growers for one or more irrigation seasons. During this pilot period, CWD could generate mock invoices that show estimated applied groundwater depth, tier placement, and associated fees, along with a structured process for grower review and correction of inputs (e.g., parcel groupings, irrigated acreage, surface water deliveries, or exemption status). This pilot structure would allow CWD to validate the selected estimation product, test internal workflows, and refine tier structures, fee rates, and exemption procedures before full implementation.

After one or more seasons of pilot testing, CWD could scale Alternative 2 to include all irrigated fields within CWD’s jurisdiction by applying the refined calculation, review, and billing processes developed during the pilot testing, and begin issuing invoices for accrued groundwater extraction fees. Following a period of full implementation of Alternative 2, CWD could then consider transitioning to Alternative 3,

the Combined Surface Water Allocation and Groundwater Extraction Fee program. At this stage, CWD may initiate a second, targeted pilot with a representative group of growers to introduce the surface water allocation component, including allocation thresholds, exemption procedures, and associated penalty calculations. This additional pilot would provide an opportunity to familiarize stakeholders with the surface water requirements, confirm data linkages between deliveries and parcel groupings, and refine administrative processes prior to full implementation of the combined program.

5 Conclusions

Implementation of the alternatives described in this TM represents a practical, locally controlled pathway for CWD to advance its long-term groundwater sustainability objectives. Each alternative provides a mechanism to encourage more efficient use of available surface water supplies and reduce reliance on groundwater extractions, while remaining grounded in data and operational tools already available to CWD. Taken together, these approaches offer CWD flexibility to select and tailor a program that aligns with local conditions, CWD's policy priorities, and evolving hydrologic realities.

A phased implementation strategy allows CWD to make near-term progress toward demand management and subsidence mitigation goals while minimizing administrative complexity and potential stakeholder impacts. Under the example approach described in this TM, CWD would begin by piloting the Groundwater Extraction Fee Program (Alternative 2) with a representative "beta test group of growers, including use of mock invoices and a structured review process to validate data linkages and refine procedures. Following one or more pilot seasons, CWD could scale Alternative 2 to cover all irrigated fields within its jurisdiction, using the finalized calculation and biling workflows. After a period of full implementation, CWD could then consider expanding to the Combined Surface Water Allocation and Groundwater Extraction Fee Program (Alternative 3) by introducing a second targeted pilot to familiarize growers with the surface water allocation component and associated exemptions and penalties prior to full implementation.

Continued coordination with other Subbasin GSAs will remain critical as these alternatives are implemented. Alignment with commitments in the GSP and MOU will also help ensure that actions taken by CWD will contribute effectively to the greater Subbasin's sustainability objectives and regulatory compliance under SGMA.

Appendix A. Chowchilla Water District Surface Water Incentive Program

TECHNICAL MEMORANDUM

To: Brandon Tomlinson, General Manager
Doug Welch, Water Resource Manager
Chowchilla Water District Groundwater Sustainability Agency
From: Davids Engineering, Inc.
Date: September 9, 2025
Subject: **Chowchilla Water District Surface Water Incentive Program**

Executive Summary

Chowchilla Water District (CWD or District) lies within the Chowchilla Subbasin (Subbasin) of the San Joaquin Valley and plays a critical role in delivering surface water to its growers for irrigation and recharge. Water supplies used for irrigation within CWD are a combination of surface water delivered by CWD from Buchanan Dam and the Madera Canal, supplemented by groundwater extracted by privately-owned wells. A nominal amount (up to 1,000 AF) of surface water is purchased in wet years from LeGrand-Athlone Water District. The Subbasin has experienced long-term groundwater overdraft, prompting the need for measures that encourage greater use of available surface water to offset groundwater extraction and support the Subbasin's Sustainable Groundwater Management Act (SGMA) compliance objectives. CWD is a Groundwater Sustainability Agency (GSA) in the Subbasin, responsible for implementing projects and management actions outlined in the Subbasin's Groundwater Sustainability Plan (GSP) to ensure long-term sustainability.

This Technical Memorandum (TM) presents three alternatives and three supporting strategies for CWD to consider in incentivizing surface water use and reducing groundwater extraction for irrigation.

The three **alternatives** are:

- **Alternative 1 – Surface Water Allocation Program**, which sets a minimum surface water use requirement per irrigated acre (annual surface water allocation), with penalties for use under the annual surface water allocation.
- **Alternative 2 – Groundwater Extraction Fee**, which applies a tiered fee structure to groundwater extraction above defined thresholds.
- **Alternative 3 – Combined Surface Water Allocation Program and Groundwater Extraction Fee**, which integrates Alternatives 1 and 2 to maximize incentives for surface water use and disincentives for groundwater extraction.

The three **supporting strategies** are:

- **Supporting Strategy 1 – Surface Water Access Expansion**, which extends conveyance infrastructure to parcels currently unserved by CWD.
- **Supporting Strategy 2 – Surface Water Quality Improvements**, which address grower concerns over debris and particulates in delivered surface water.

- **Supporting Strategy 3 – Dual-Source Irrigation Systems**, which enable growers to switch between surface water and groundwater as needed and as available.

A comparative evaluation of these alternatives and supporting strategies considered implementation cost, staff effort, infrastructure improvements, potential groundwater extraction reduction, and potential revenue generation. Alternatives 2 and 3 offer the greatest potential for reducing groundwater use, with Alternative 3 providing the most comprehensive approach by addressing both the incentive to use available surface water and the disincentive to extract groundwater. Supporting strategies do not directly increase surface water use but can enhance the effectiveness of any alternative by removing barriers to surface water use.

Based on this analysis, Alternative 3 is the most effective long-term option, as it offers the greatest potential for increasing surface water use by combining incentives to use available surface water with disincentives to extract groundwater. Alternative 3 also supports the District in fulfilling commitments made in the Subbasin GSP, and initiates development of a formal groundwater demand management (GDM) program as a backstop to other PMAs. However, a phased approach is recommended. In a phased approach, Alternative 1 would serve as a near-term starting point, since it can be readily implemented with the District's existing tools and would allow CWD to begin shaping grower behavior while building administrative capacity. Over time, and if additional measures become necessary, the District could transition to Alternative 3, which will require coordinated policy development, robust measurement of both surface water and groundwater use, and careful stakeholder engagement to ensure equity and program success.

1 Introduction

Chowchilla Water District (CWD or District) is located in the San Joaquin Valley, in portions of Madera and Merced Counties, and overlies the Chowchilla Subbasin (Subbasin). The District delivers surface water to its growers for irrigation and recharge, who rely on both contracted surface water supplies as well as privately extracted groundwater to meet their consumptive use demands. CWD's surface water supplies are sourced from two primary systems:

- **Buchanan Dam / Chowchilla River**, which stores flows from the Chowchilla River. While owned and operated by the U.S. Army Corps of Engineers (USACE), Buchanan Dam is incorporated into the Central Valley Project (CVP), and CWD contracts with the U.S. Bureau of Reclamation (USBR) for surface water deliveries.
- **Friant Dam / Madera Canal**, which conveys San Joaquin River water stored in Millerton Lake. CWD holds USBR contracts for both Class 1 and Class 2 Friant Division water.
- **LeGrand-Athlone Water District,** which conveys Merced Irrigation District water to CWD by way of Dutchman Creek.

Groundwater extracted within the District comes from the Subbasin's unconfined upper aquifer located above the Corcoran Clay and a confined lower aquifer below the Corcoran Clay, as well as from undifferentiated areas where the Corcoran Clay layer is absent. While CWD does not operate groundwater wells for its own deliveries, groundwater is heavily relied upon by municipal systems, rural domestic wells, and agricultural producers through privately owned and operated wells.

The Subbasin is designated by the California Department of Water Resources (DWR) as a "critically overdrafted" subbasin and has experienced long-term groundwater overdraft, with groundwater levels declining in both aquifer zones over time. Under the Sustainable Groundwater Management Act (SGMA), the Subbasin's Groundwater Sustainability Agencies (GSAs) are required to halt overdraft and achieve groundwater sustainability by 2040. The Subbasin's 2025 Groundwater Sustainability Plan (GSP) outlines multiple projects and management actions (PMAs) to reach these goals, including efforts to maximize surface water use to offset groundwater extraction—a strategy known as in-lieu recharge. The 2025 GSP also includes the Demand Management Programs and Subsidence Mitigation Measures Memorandum of Understanding (MOU), which outlines the Subbasin GSAs' commitment to develop demand management programs and subsidence mitigation measures as a backstop to other PMAs (with specific triggers and financial mechanisms) as a means to mitigate potential impacts stemming from subsidence.

Despite the availability of surface water in many years, growers within CWD continue to rely on groundwater during periods when surface water is available, limiting the volume of in-lieu recharge. Increasing surface water use when supplies are available would reduce pressure on the Subbasin and improve long-term sustainability outcomes. This TM presents a set of alternatives and supporting strategies for CWD to consider for incentivizing surface water use and reducing groundwater extraction for irrigation. The alternatives are aimed at either directly discouraging groundwater use or enabling greater use of surface water within the District. These alternatives and supporting strategies are intended to support CWD GSA in supporting groundwater sustainability in the Subbasin and may also serve a role in fulfilling CWD GSA's commitments made in the MOU.

2 Alternatives for Surface Water Incentives

The following three alternatives were developed for CWD to address ongoing groundwater overdraft by encouraging the use of available surface water supplies in lieu of groundwater extraction. Each alternative represents a policy or program that could be implemented by the District to influence grower water use, either through establishing incentives for surface water use, increasing the cost of groundwater extraction, or a combination of both. The intent of these alternatives is to support CWD's SGMA objectives by reducing groundwater use by way of increasing in-lieu recharge. In addition, the alternatives are consistent with and could serve as early steps toward implementation of CWD's groundwater demand management (GDM) program and related subsidence mitigation measures identified in the Subbasin's 2025 GSP and memorialized in the MOU. For each alternative, a description is provided along with potential advantages and disadvantages of the alternative to assist CWD in evaluating the alternative for further study and potential implementation.

2.1 Alternative 1 – Surface Water Allocation Program

Under a surface water allocation program, CWD would establish a minimum volume of surface water per irrigated acre, per year, for each grower (i.e., a surface water allocation). The surface water allocation could be adjusted by CWD throughout the irrigation season based on available surface water supply or other conditions. For example, an early-season allocation may be set conservatively at 18 inches based on initial DWR forecasts, but later increased to 24 inches as forecasts are updated and supplies are confirmed. At the end of each irrigation season or calendar year, CWD would evaluate surface water usage by each grower. If surface water usage falls below the surface water allocation, the grower would be issued a penalty. Exemptions to penalties could be made under certain circumstances, such as allowances for fallowed land, orchard removal, or situations where no surface water was available at a given turnout during the irrigation season.

An example schematic of how the surface water allocation program could function is shown in **Figure 1**. This figure illustrates two scenarios: one in which a grower's annual surface water use falls below the surface water allocation threshold, resulting in a penalty, and another in which usage meets or exceeds the surface water allocation threshold, avoiding a penalty.

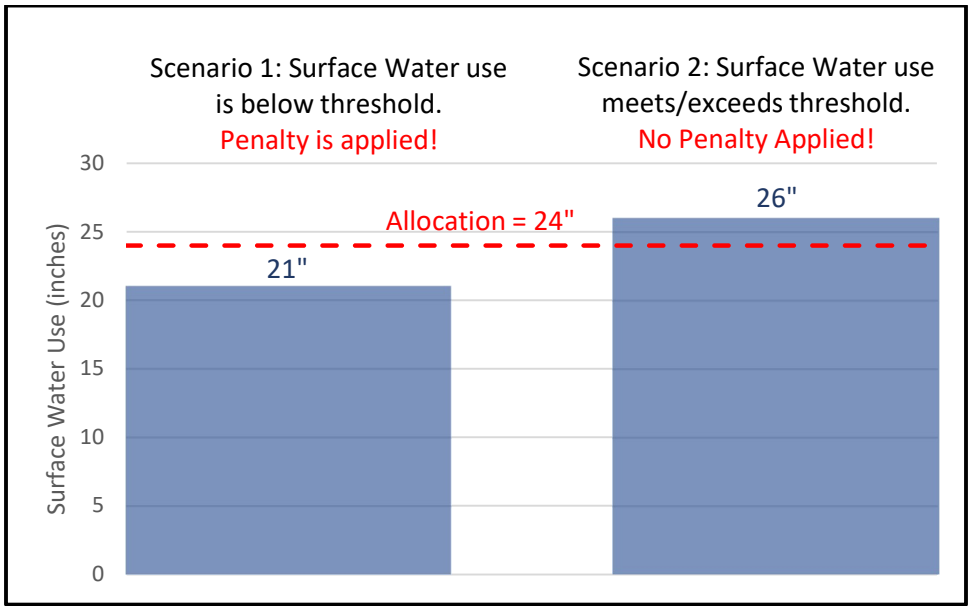


Figure 1: Example application of Alternative 1, comparing surface water use below and above the allocation threshold and the resulting penalty outcomes.

Revenues collected from penalties could be reinvested into groundwater recharge projects, infrastructure improvements, or other PMAs. To be effective, the penalty associated with the surface water allocation threshold should be set at a level that makes surface water usage financially competitive with groundwater extraction. As an example, the penalty should be set at a price higher than the current cost to pump within the District, estimated to be approximately $200 per acre-foot. Implementation of this alternative may require policy adoption and possibly some upgrades to turnout measurements to verify surface water delivery volumes.

This alternative offers several advantages in that it is relatively low cost to implement using current CWD infrastructure, surface water delivery data, staffing availability, and may be implemented quickly, potentially as soon as the following irrigation season. The alternative provides direct financial motivation for growers to use available surface water and has the added benefit of generating funds for other PMAs identified in the GSP. Grower resistance may arise if water quality concerns are not resolved or if conveyance infrastructure is lacking to deliver surface water to certain parcels, and successful implementation of the allocation program would also depend on the District's ability to track deliveries accurately and in a timely manner.

2.2 Alternative 2 – Groundwater Extraction Fee

An alternative to implementing a surface water allocation program is to implement a fee for groundwater extraction within the District. A groundwater extraction fee would establish a charge associated with private pumping above a maximum groundwater extraction threshold. The groundwater extraction fee could incorporate a tiered fee structure, for example: no fee for the first 24 inches of groundwater use, $400 per acre-foot for 24-36 inches, and $500 per acre-foot for 36-48 inches. Annual groundwater extraction volumes would be calculated in arrears and could be determined using flow meters installed on private pumps or estimated based on crop evapotranspiration using a remote sensing approach.

By establishing a cost of groundwater extraction, especially at higher usage levels, this alternative would encourage growers to use surface water when available and to shift toward less water intensive crops where feasible. It would also generate revenue that could be invested in recharge projects, system improvements, or other PMAs identified in the GSP. Implementation would require accurate and consistent measurement or estimation methods and administrative systems for billing and enforcement. In addition, legal counsel should be consulted regarding legal mechanisms and requirements associated with imposing a groundwater extraction fee.

The primary strength of this alternative is that it directly discourages excessive groundwater use and provides a sizeable and legitimate funding source for other PMAs identified in the GSP. A tiered fee structure allows for flexibility and a degree of fairness by not penalizing modest groundwater users. However, the administrative requirements for Alternative 2 are higher than that of Alternative 1, as accurate measurement or estimation of groundwater use is essential. The fee could also be perceived as punitive, which may reduce stakeholder support and make adoption more challenging.

Figure 2 provides an example of how the proposed tiered groundwater extraction fee structure could be applied under four different groundwater use scenarios. In this example, groundwater use is divided into three tiers: 0-24 inches ($0/AF), 24-36 inches ($400/AF), and 36-48 inches ($500/AF). In scenario 1, total groundwater use is below the Tier 1 threshold, resulting in no groundwater extraction fee. In scenarios 2 and 3, groundwater use exceeds the Tier 1 threshold, and the portion of use above 24 inches is subject to the Tier 1 fee. In scenario 4, groundwater use exceeds both the Tier 1 and Tier 2 thresholds, resulting in Tier 1 fees for use between 24 and 36 inches and Tier 2 fees for use above 36 inches.

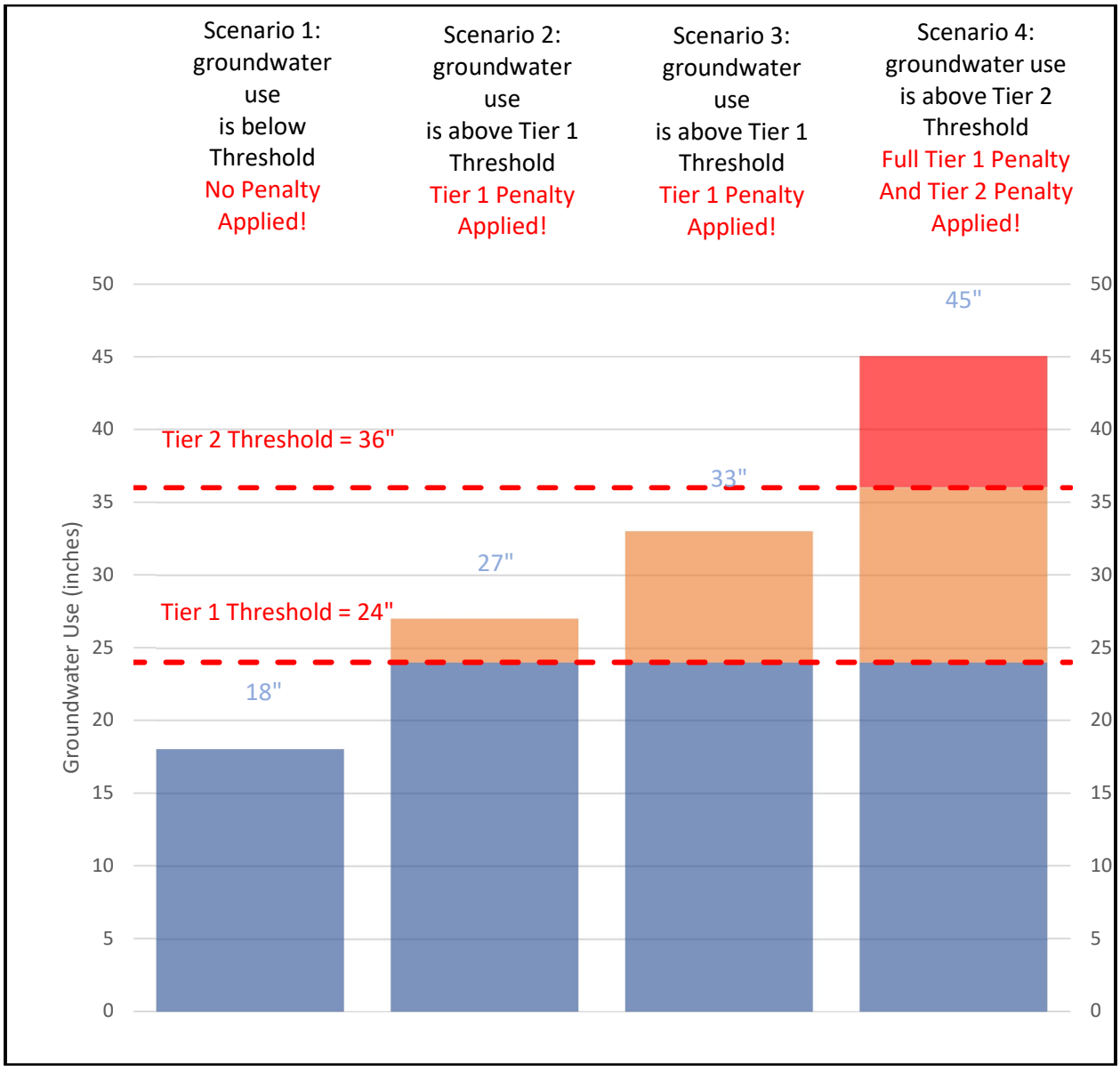


Figure 2: Example application of Alternative 2, comparing four scenarios where groundwater use is below and above the Tier 1 and Tier 2 Penalty Thresholds.

2.3 Alternative 3 – Combined Surface Water Allocation Program and Groundwater Extraction Fee

This alternative combines the fundamental principles of both the surface water allocation program (Alternative 1) and groundwater extraction fee (Alternative 2). Through this alternative, CWD would set a minimum surface water allocation per irrigated acre, per year, and a tiered groundwater extraction fee program, each with associated penalties or fees. For example, growers might be required to use a minimum of 12 inches of surface water annually and could extract up to 24 inches of groundwater without incurring a fee. Surface water usage below the surface water allocation would trigger a penalty, and groundwater use above the groundwater extraction threshold would be charged according to a tiered fee schedule.

This combined approach applies both a financial incentive to use available surface water and a disincentive to use groundwater (above a defined threshold), offering the greatest potential to increase surface water use when available and maximize revenue generation. Implementation would require tracking both surface water deliveries and groundwater extraction at the field level, which would likely increase administrative effort compared to either approach implemented individually.

The advantage of this alternative is its ability to address both components of the water supply equation—encouraging surface water use and discouraging groundwater extraction—at the same time. It also has flexibility, as the District could adaptively manage allocations, thresholds, and fee rates over time to respond to changing environmental conditions and surface water supplies. However, this option is also the most complex to administer and has the greatest potential for grower resistance, since growers could face penalties on both fronts. It would require careful policy design, reliable measurement systems for both surface and groundwater, legal counsel input, and likely a phased implementation timeline to ensure grower buy-in and, thus, successful implementation.

3 Supporting Strategies for Surface Water Incentivizes

In addition to the alternatives described in the previous section, CWD could pursue a set of supporting strategies aimed at enabling and encouraging greater surface water use within the District. While these strategies do not directly impose requirements or penalties, they address physical, operational, and logistical barriers that may currently limit surface water use by some growers. By expanding access, improving water quality, and increasing flexibility through dual-source irrigation systems, these measures could enhance the effectiveness of any chosen alternative and contribute to long-term groundwater sustainability. Importantly, these supporting strategies also align with and help advance CWD's commitments under the Subbasin Groundwater Sustainability Plan (GSP), including implementation of groundwater demand management (GDM) measures and subsidence mitigation actions outlined in the MOU.

3.1 Supporting Strategy 1 – Surface Water Access Expansion

Expanding surface water access within CWD would involve extending delivery infrastructure to parcels that are not currently served by the District's conveyance system but are within the District's irrigation service area. This may require constructing new turnouts, lateral extensions, or other distribution system improvements. Potential candidate parcels could be prioritized based on their proximity to existing conveyance facilities, the crop types grown (prioritizing higher consumptive use crops), and the hydraulic capacity of the canals serving those areas.

This supporting strategy could be implemented in phases. Initial efforts might target parcels already adjacent to existing infrastructure, while later phases could consider properties within 50 or 1,500 feet, where modest extensions could enable service.

The primary advantage of this supporting strategy is that it directly increases the number of growers who have the option to use available surface water, thereby raising the potential for in-lieu recharge and reduced groundwater extraction. However, the cost of infrastructure improvements could be significant, and the timeline for implementation may be prolonged by permitting and environmental requirements.

3.2 Supporting Strategy 2 – Surface Water Quality Improvements

Some growers in CWD have expressed reluctance to use available surface water in micro-irrigation systems due to the presence of debris, algae, and other organic material. These particulates can increase clogging, require more frequent backflushing of filters, and raise on-farm maintenance costs. While many growers already have sand media filtration systems in place, these challenges are particularly pronounced early in the irrigation season when debris loads are higher.

This supporting strategy could address those concerns through installation of centralized screening systems at main bifurcation points in the conveyance system. These screens would remove larger debris before water enters downstream laterals, reducing particulate loads at the grower level. While such improvements would require ongoing maintenance and periodic cleaning, they are relatively low-cost compared to system expansion and could substantially improve grower confidence in surface water quality.

Enhancing water quality could increase surface water use, especially among growers with high-efficiency irrigation systems, and could complement other alternatives and supporting strategies by removing a key barrier to participation.

3.3 Supporting Strategy 3 – Dual-Source Irrigation Systems

Dual-source irrigation systems allow growers to switch between surface water and groundwater depending on availability, quality, or crop needs. These systems typically involve separate pump and turnout connections tied into a common on-farm distribution network, along with controls to switch between sources as needed.

CWD could support adoption of dual-source irrigation systems through a phased incentive or rebate program, low-interest loans, or partnerships with other agencies. A program timeline could include initial outreach and education, application periods for cost-share funding, and installation deadlines. The District could target outreach to areas where surface water is intermittently available but not consistently relied upon, as these locations offer the greatest potential for increased surface water use.

The main benefit of this supporting strategy is flexibility. Growers can maximize surface water use when available, but still maintain the ability to meet crop water demands from groundwater if necessary. Over time, this flexibility could help normalize surface water use and facilitate grower participation in allocation or penalty programs. The primary drawbacks are the higher upfront cost for growers and the potential complexity of on-farm integration.

4 Comparison of Alternatives

The three alternatives and three supporting strategies vary considerably in their implementation requirements, administrative demands, infrastructure needs, annual implementation costs, and potential to increase surface water use and, conversely, reduce groundwater extraction. **Table 1** summarizes these parameters side-by-side for ease of comparison.

Among the alternatives, Alternative 1, the Surface Water Allocation Program, is the least expensive to implement, relying mainly on administrative setup, delivery tracking, and a policy framework for penalties. It has low ongoing staff effort and only minor potential infrastructure needs, such as improved turnout measurement. Alternative 2, the Groundwater Extraction Fee, has moderate implementation costs and requires moderate-to-high staff effort for groundwater usage monitoring, billing, and enforcement. While it does not require infrastructure improvements, it relies on groundwater extraction measurement or estimation methods such as remote sensing. Alternative 3, the Combined Surface Water Allocation Program and Groundwater Extraction Fee, has a cost profile similar to Alternative 2 and demands a comparable level of administrative oversight, but also requires the same potential infrastructure upgrades as Alternative 1.

Among the supporting strategies, Supporting Strategy 1, Surface Water Access Expansion, would require the most substantial capital investment due to the construction of new turnouts, laterals, or other conveyance extensions. It would also require moderate staff time for project planning and coordination. Supporting Strategy 2, Surface Water Quality Improvements, is relatively inexpensive to implement (by comparison) and involves only minor infrastructure additions, such as centralized screening equipment, with minimal ongoing staffing needs. Supporting Strategy 3, Dual-Source Irrigation Systems, represents a high-cost option on the grower side, but limited direct cost to the District beyond program administration and outreach, resulting in a low-to-moderate staff commitment.

When comparing the potential for increased surface water use, all three alternatives are expected to deliver significant benefits. Alternatives 2 and 3 have the greatest potential due to the strong disincentives they create for groundwater extraction, while Alternative 1 also offers meaningful reductions through direct encouragement of available surface water use. The supporting strategies generally provide moderate surface water use impacts by enabling or enhancing its use rather than directly mandating it.

Potential revenue generation further differentiates the options. Alternatives 2 and 3 provide the highest revenue potential through tiered groundwater extraction fees, while Alternative 1 offers more modest revenue from penalties associated with surface water use below the surface water allocation. The supporting strategies do not generate direct revenue but could amplify the effectiveness of whichever alternative is selected by reducing barriers to surface water use and expanding the number of growers who can participate.

Table 3: Qualitative Comparison of Alternatives and Supporting Strategies.

Alternative	Implementation Cost	Staff Effort	Infrastructure Improvements	Increased Surface Water Use	Potential Revenue Generation
Alternative 1 (**Surface Water Allocation Program**)	$	Low	Minor	💧 💧	$$
Alternative 2 (Groundwater Extraction Fee)	$$	Moderate-High	None	💧 💧 💧 💧	$$$
Alternative 3 (**Combined Surface Water Allocation Program and Groundwater Extraction Fee**)	$$	Moderate-High	Minor	💧 💧 💧 💧 💧	$$$
Supporting Strategy	**Implementation Cost**	**Staff Effort**	**Infrastructure Improvements**	**Potential Surface Water Use Increase**	**Potential Revenue Generation**
Supporting Strategy 1 (Surface Water Access Expansion)	$$$$	Moderate	Major	💧 💧 💧	N/A
Supporting Strategy 2 (Surface Water Quality Improvements)	$$	Low	Minor	💧 💧	N/A
Supporting Strategy 3 (Dual-Source Irrigation Systems)	$$$$	Low-Moderate	None (Only the Private Side)	💧 💧 💧	N/A

5 Discussion and Recommendations

The evaluation of three alternatives and three supporting strategies highlights a range of potential pathways for the District to encourage greater use of surface water and reduce groundwater extraction for irrigation. Alternative 1, the Surface Water Allocation Program, focuses on requiring a minimum level of surface water use, providing a relatively low-cost and quickly implementable mechanism to incentivize surface water use. Alternative 2, the Groundwater Extraction Fee, imposes a tiered fee structure on groundwater extraction above defined thresholds, directly discouraging groundwater extraction and generating significant potential revenue for reinvestment in PMAs identified in the GSP. Alternative 3 combines these two approaches, applying both a minimum surface water allocation and groundwater extraction fees, creating the greatest incentives and disincentives to shift behavior.

If the District elects to pursue **Alternative 1**, the next steps would include determining an appropriate surface water allocation threshold that balances grower flexibility with program effectiveness, adopting policies to authorize the program and to allow flexibility for a changing surface water allocation throughout the irrigation season, and ensuring accurate surface water delivery tracking. For **Alternative 2**, the District would need to establish the groundwater extraction fee structure and tier thresholds, seek legal counsel direction in doing so, determine the method for measuring or estimating groundwater use, and develop billing and enforcement procedures. Implementation would also require outreach to growers to explain the program and its purpose. For **Alternative 3**, the next steps would combine those for Alternatives 1 and 2, including concurrent policy development for both surface water allocation and groundwater extraction fee components, seeking legal counsel direction for doing so, establishing accurate measurement systems for both surface water and groundwater, and designing an integrated administrative process for tracking, billing, and enforcement.

Supporting strategies could be advanced alongside any of the alternatives to improve overall program effectiveness. Expanding surface water access would involve engineering, permitting, and environmental analysis for new conveyance infrastructure, while surface water quality improvements could be addressed through the installation of centralized screening systems. A dual-source irrigation system program would require program design and cost-share or incentive mechanisms to encourage on-farm adoption.

Based on the evaluation of each alternative detailed in this TM, DE recommends the District ultimately pursue Alternative 3. This alternative offers the greatest potential for increasing surface water use by combining incentives to use available surface water with disincentives to extract groundwater, thereby addressing both sides of the water balance. However, implementation would be best approached in phases. In the near term, Alternative 1 could be adopted using the District's existing tools to begin influencing grower behavior and build administrative capacity. A pilot version of Alternative 2 could then be tested to evaluate groundwater measurement and fee collection methods. These efforts would provide valuable experience and stakeholder feedback, laying the groundwork for full-scale implementation of Alternative 3. This phased approach would allow CWD to make immediate progress while preparing for implementation of a comprehensive GDM program as a backstop to other PMAs, positioning the District to meet both near-term sustainability goals and long-term SGMA compliance requirements.

Appendix B. Chowchilla Water District Surface Water Incentive Program – Potential Revenue Estimates

TECHNICAL MEMORANDUM

To: Brandon Tomlinson, General Manager
Doug Welch, Water Resource Manager
Chowchilla Water District Groundwater Sustainability Agency

From: Davids Engineering, Inc.

Date: February 20, 2026

Subject: **Chowchilla Water District Surface Water Incentive Program – Potential Revenue Estimates**

Executive Summary

Chowchilla Water District (CWD) lies within the Chowchilla Subbasin (Subbasin) and relies on a combination of available Central Valley Project (CVP) surface water supplies and privately pumped groundwater to meet irrigation demands. While surface water is available in many years, growers have historically relied on groundwater extractions to meet consumptive use needs, contributing to long-term declines in groundwater levels within the Subbasin. To address the declining groundwater levels and meet its commitments under the Chowchilla Subbasin Groundwater Sustainability Plan (GSP) and the Groundwater Demand Management and Subsidence Mitigation Memorandum of Understanding (MOU), CWD is evaluating policy options that promote greater use of available surface water and reduced groundwater extractions.

The analysis set forth herein was conducted to estimate the potential revenue CWD could hypothetically generate under three alternative policy frameworks designed to encourage the use of available surface water supplies and discourage groundwater extraction. The three alternatives evaluated include:

4. **Alternative 1 – Surface Water Allocation Program:** Establishes a minimum surface water use requirement (i.e., surface water allocation) per irrigated acre, with penalties assessed when actual surface water use falls below the surface water allocation.
5. **Alternative 2 – Groundwater Extraction Fee:** Implements a tiered fee structure for groundwater extraction above defined thresholds to discourage excessive groundwater extraction.
6. **Alternative 3 – Surface Water Allocation and Groundwater Extraction Fee:** Integrates both a surface water allocation and groundwater extraction fee to provide complementary incentives and disincentives.

Water Year (WY) 2023 provides a recent and accurate portrayal of CWD operations. Accordingly, all revenue estimates included in this Technical Memorandum (TM) are based on WYWY 2023 deliveries and hydrologic conditions, which reflect a year with ample surface water availability across CWD.

The analysis used parcel-level data on irrigated acreage, surface water use, and estimated groundwater extractions derived from remote-sensing and local operational datasets. Results show that each alternative could generate meaningful revenue while supporting groundwater sustainability objectives. As seen in Figure ES1, under WY 2023 conditions, the Surface Water Allocation Program could hypothetically have generated approximately **$6.8 million**, the Groundwater Extraction Fee approximately **$6.4 million**, and the Surface Water Allocation and Groundwater Extraction Fee Program up to approximately **$13.2 million** annually. While the Surface Water Allocation and Groundwater Extraction Fee Program alternative offers the strongest potential for groundwater reduction and revenue generation, it would also require the greatest administrative effort and stakeholder coordination.

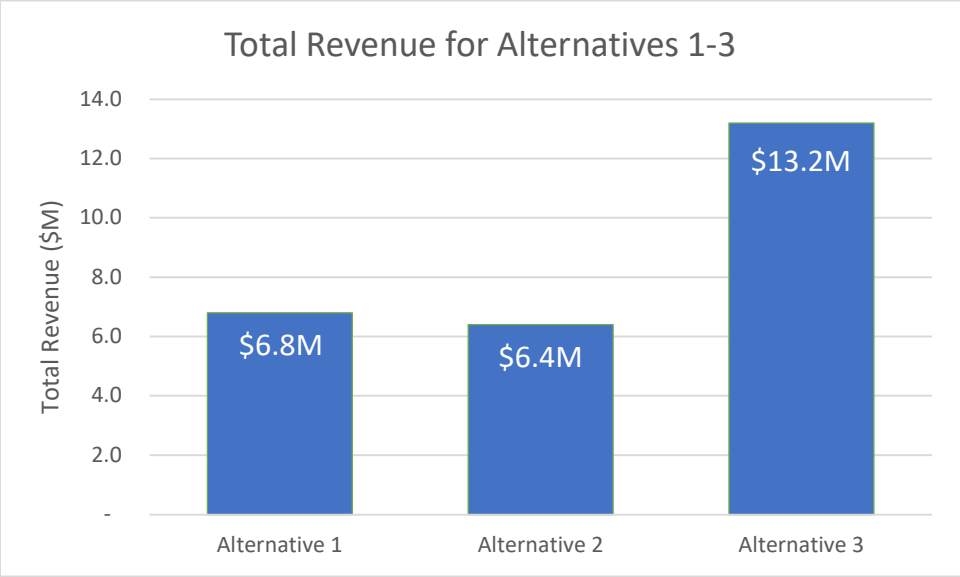


Figure ES3: Hypothetical revenue generated for Alternatives 1-3 under water year 2023 conditions.

Based on these findings, Davids Engineering, Inc. (DE) recommends a **phased implementation strategy** beginning with either the Surface Water Allocation Program or the Groundwater Extraction Fee, followed by a transition to the Combined Surface Water Allocation and Groundwater Extraction Fee Program as administrative capacity and data management systems mature. CWD is currently moving forward with implementation of the Groundwater Extraction Fee as the initial phase of this approach. This phased implementation strategy allows CWD, should they choose, to take immediate action toward meeting its GSP commitments while establishing a foundation for long-term groundwater sustainability and financial resilience.

1 Introduction

Chowchilla Water District (CWD) relies on a combination of contracted surface water supplies and privately extracted groundwater to meet irrigation demands within its service area. While surface water supplies from the Chowchilla River (via Buchanan Dam/Eastman Lake) and the San Joaquin River (via Friant Dam/Madera Canal) form the backbone of CWD's supply, groundwater remains a predominant source of irrigation water in many years. Long-term groundwater overdraft in the Chowchilla Subbasin (Subbasin) has resulted in declining groundwater levels, reduced groundwater storage, and localized subsidence, prompting the need for management consistent with the requirements of the Sustainable Groundwater Management Act (SGMA).

The Subbasin Groundwater Sustainability Plan (GSP) identifies several projects and management actions (PMAs) designed to reduce groundwater extraction and increase the use of surface water supplies for recharge, particularly through **in-lieu recharge**, in which growers apply available surface water instead of extracting groundwater. As a Groundwater Sustainability Agency (GSA) in the Subbasin, CWD has an important role in implementing PMAs and collaborating with the other Subbasin GSAs to meet sustainability targets and fulfill commitments related to the Groundwater Demand Management (GDM) Programs and Subsidence Mitigation Measures Memorandum of Understanding (MOU). CWD is fulfilling its commitment to the MOU by considering management actions that promote greater use of surface water when available and reduce groundwater extraction during normal and wet periods.

This Technical Memorandum (TM) documents an analysis conducted by **Davids Engineering, Inc. (DE)** to estimate potential annual revenue generation for CWD under three alternative policy alternatives specifically tailored to increase surface water use and reduce groundwater extraction. These alternatives represent a range of approaches that could be implemented individually or in combination to fulfill CWD's commitment in the MOU:

1. **Alternative 1 – Surface Water Allocation Program:** Establishes a minimum surface water use requirement (i.e., surface water allocation) per irrigated acre, with penalties assessed when actual surface water use falls below the surface water allocation.
2. **Alternative 2 – Groundwater Extraction Fee:** Implements a tiered fee structure for groundwater extraction above defined thresholds to discourage excessive groundwater extraction.
3. **Alternative 3 – Surface Water Allocation and Groundwater Extraction Fee:** Integrates both a surface water allocation and groundwater extraction fee to provide complementary incentives and disincentives.

The primary objective of this analysis is to provide a quantitative basis for comparing the revenue potential of each alternative, supporting future program design and implementation decisions by CWD. All potential revenue estimates presented herein are based on **Water Year (WY) 2023** deliveries and hydrologic conditions, which were selected because they are recent and reflect a year with ample surface water availability across CWD.

2 Data Sources

The revenue analysis set forth herein relied on a combination of data provided directly by CWD and datasets obtained from publicly available online sources. Data provided by CWD was used to describe physical and operational conditions within the service area, including irrigated acreage, surface water deliveries, and ownership groupings. Publicly available datasets were used to characterize field-level evapotranspiration (ET), land use, precipitation, and other agronomic conditions that influence irrigation demand and groundwater extraction estimates. Each of these data sources and its use in this analysis is described below.

2.1 Data Provided by CWD

The following datasets were supplied by CWD and represent operational information for CWD in WY 2023:

- **Parcel-Level Irrigated Acreage:**
  CWD maintains records of irrigated parcels within CWD's service area. These data were used to define the spatial locations of each parcel and to calculate the total acreage over which surface and groundwater volumes were applied.
- **Surface Water Deliveries:**
  Annual surface water delivery records, summarized by turnout and parcel, were provided by CWD. These data were used to quantify measured surface water deliveries to each parcel during WY 2023 and to identify parcels that used partial or full surface water allocations (in the analysis of Alternatives 1 and 3).
- **Ownership Groupings:**
  CWD's customer and ownership database was used to associate parcels with individual water users or management entities. This linkage allowed aggregation of parcel-level water use data to the grower level where appropriate for evaluating potential surface water allocation penalties or groundwater extraction fees (in the analysis of Alternatives 1-3).

2.2 Publicly Available Data

The following datasets were obtained from various publicly available sources.

2.2.1 Evapotranspiration

ET represents consumptive water use, the water lost to evaporation and plant transpiration. ET was estimated from **OpenET**, a multi-agency satellite-based platform that provides monthly 30-meter (m) resolution ET estimates. OpenET integrates multiple well-established remote-sensing models to produce ensemble ET estimates that are spatially and temporally consistent across the Subbasin. The WY 2023 ET estimates were used to calculate total consumptive water use for irrigated parcels within CWD's service area and to estimate groundwater extractions where surface water deliveries were insufficient to meet irrigation demand.

2.2.2 Land Use

Land use classifications for 2023 were obtained from a combination of statewide and regional mapping efforts, including the **California Department of Water Resources (DWR)** statewide land use surveys, and the United States Department of Agriculture (**USDA) CropScape Cropland Data Layer.**

These sources were combined to generate a 30 m grid coverage describing crop type and irrigation status for all agricultural lands within CWD's service area for WY 2023. Land use data were used to identify irrigated versus non-irrigated portions of parcels and to support estimation of irrigation demand by crop type.

2.2.3 Precipitation

Precipitation estimates were obtained from the **Parameter-elevation Regressions on Independent Slopes Model (PRISM)**, developed by the PRISM Climate Group at Oregon State University.

Monthly precipitation rasters at 4-kilometer (km) spatial resolution were downscaled to match the 30 m grid used for ET and land use data, allowing field-scale estimates of total precipitation. These data were used to calculate effective precipitation and to separate the portion of ET contributed by precipitation versus irrigation, thus supporting estimation of irrigation demand.

2.2.4 Other Agronomic Data

Additional agronomic parameters were applied to characterize typical irrigation system performance and soil conditions in CWD's service area. These included:

- Representative **consumptive use fractions and rooting depths** by crop type,
- **Conveyance and reuse efficiencies** for CWD, and
- **Soil properties** (e.g., available water-holding capacity, rooting depth, and infiltration characteristics) derived from the USDA Soil Survey Geographic (SSURGO) database.

These parameters were used to refine estimates of effective precipitation, irrigation demand, and groundwater extraction (after accounting for parcel-level surface water deliveries data), ensuring the analysis reflects realistic parcel-level conditions within CWD's service area.

3 Methodology

The purpose of this analysis was to estimate potential annual revenue generation under each of the three policy alternatives, each representing a different mechanism for encouraging surface water use and discouraging groundwater extraction. Calculations were performed using parcel-level data on irrigated acreage, surface water deliveries, and estimated groundwater extraction for **WY 2023**, representing a year in which surface water was ample across CWD. Parcel-level results were then aggregated by ownership into parcel groups to determine whether potential surface water allocation penalties or groundwater extraction fees should apply and to calculate total potential annual revenues under each alternative.

All potential penalties, allocations, and fees used in this analysis fall within the range of typical historical water use patterns and cost structures for CWD. However, it is emphasized that the specific fees and thresholds used in this analysis are examples; actual revenues will vary depending on the final program design and fee schedule adopted by CWD.

3.1 Alternative 1: Surface Water Allocation

Under Alternative 1, the Surface Water Allocation Program, a minimum surface water use requirement (i.e., surface water allocation) of 2 acre-feet per acre (AF/AC) was assumed for each irrigated parcel group. This surface water allocation was selected to represent a reasonable proportion of typical irrigation demands for crops within CWD and to align with years when surface water supplies are sufficient to meet a large portion of total irrigation demands.

For each parcel, the volume of unused surface water allocation (i.e., the penalty volume) was determined as:

$$\text{Penalty Volume (AF)} = \max\left(0, \text{Surface Water Allocation} - \text{Surface Water Deliveries}\right)$$

This difference was multiplied by the parcel irrigated acreage and a penalty fee of $200 per acre-foot (AF). The total surface water allocation penalty for each parcel was then calculated as:

$$\text{Surface Water Allocation Penalty (\$)} = \text{Penalty Volume (AF)} \times \text{Penalty Fee (\$/AF)}$$

Summing the results across all parcel groups provided an estimate of the total potential annual revenue generated under this alternative.

3.2 Alternative 2: Groundwater Extraction Fee

Under Alternative 2, the Groundwater Extraction Fee, a tiered fee structure was applied to groundwater extraction estimates exceeding defined thresholds.

Parcel-level groundwater extraction was first estimated based on an analysis of parcel-level irrigation demand. Total parcel-level irrigation demand was calculated using a spatial water accounting approach that integrates publicly available satellite-based ET, precipitation, and land use data (described in Section 2). For each 30 m grid cell within CWD, total irrigation demand was determined as the sum of consumptive use (ET), adjusted for effective precipitation. Effective precipitation was estimated using PRISM precipitation data, soil characteristics from the USDA SSURGO database, and crop-specific rooting depths, consistent with methods outlined in the U.S. Bureau of Reclamation and USDA National Engineering Handbook procedures. Available surface water deliveries were then distributed across irrigated parcels, and any remaining unmet irrigation demand was assumed to be met by groundwater extraction.

This spatial water accounting approach allows irrigation demand, surface water deliveries, and groundwater extraction to be quantified across CWD at a 30 m spatial resolution, providing parcel-level estimates suitable for use in the revenue and fee calculations described in this analysis.

Each parcel's estimated groundwater use was then categorized into three tiers, with incremental fees applied for groundwater extraction within each tier, as shown in **Table 1**.

Table 4: Penalty Fee Structure for Alternative 2: Groundwater Extraction Fee

Groundwater Extraction Tier	Groundwater Extraction (IN)	Groundwater Extraction (AF/AC)	Groundwater Extraction Tier Fee ($/AF)
Tier 1	0-24	0-2	No Fee
Tier 2	24-36	2-3	$200
Tier 3	36-48	3-4	$400

For each parcel group, the total groundwater use within each tier was calculated, and the applicable tier fee was applied. The total groundwater fee per parcel was computed as:

$$\text{Groundwater Extraction Fee (\$)} = \sum_i (\text{Groundwater Volume within Tier}_i) \times \text{Tier Fee}_i$$

Summing all parcel-level fees provided a total estimate of the potential annual revenue generated under this alternative.

3.3 Alternative 3: Surface Water Allocation and Groundwater Extraction Fee

Under Alternative 3, the Surface Water Allocation and Groundwater Extraction Fee Program, the two previous approaches are integrated, applying both a surface water allocation and a tiered groundwater extraction fee simultaneously. For each parcel, both the surface water penalty and groundwater fee were calculated as described above, and the total charge was determined as:

$$\text{Total Charge (\$)} = \text{Surface Water Allocation Penalty (\$)} + \text{Groundwater Extraction Fee (\$)}$$

Summing the results across all parcel groups provided an estimate of the total potential annual revenue generated under this alternative.

4 Results

The results of the revenue analysis quantify the total potential annual revenue that could be generated by CWD under each of the three policy alternatives based on the assumptions and methods given in Section 3. Results are summarized for **WY 2023**, representing a year with ample surface water supplies across CWD.

4.1 Alternative 1 – Surface Water Allocation Program

Out of a total of **383** parcel groups analyzed, **200** (approximately **52%**) would have incurred a surface water allocation penalty based on the assumptions and methods in Section 3.1. The **average delivery volume** among penalized parcel groups was **1.46 AF/AC**, resulting in a **total penalty volume of**

approximately 34,000 AF. Applying the $200 per acre-foot penalty fee, the **total potential annual revenue** generated from penalties under this alternative was approximately **$6.8 million**.

The results of Alternative 1 are summarized in **Table 2**, which presents the total penalty volume, penalty fee, and total potential annual revenue generated from parcels falling below the surface water allocation (i.e., the surface water allocation penalty) in WY 2023.

Table 5: Summary of Alternative 1 Total Penalty Volume, Penalty Fee, and Total Potential Annual Revenue (WY 2023).

Total Penalty Volume (AF)	Penalty Fee ($/AF)	Total Potential Annual Revenue ($)
34,000	200	6,800,000

4.2 Alternative 2 – Groundwater Extraction Fee

Out of the **383** total parcel groups analyzed, **155** (approximately **40%**) would incur groundwater extraction fees based on the assumptions and methods in Section 3.2. Based on assumptions and conditions in WY 2023, a total of approximately 73,000 AF of groundwater extraction occurred within Tier 1 (no fee), while approximately 17,000 AF and 7,000 AF occurred in Tiers 2 and 3, respectively. This resulted in a total of approximately 24,000 AF of groundwater extractions that are subject to fees, resulting in an estimated total potential annual revenue of approximately $6.3 million under this alternative.

The results of Alternative 2 are summarized in **Table 3**, showing the applied tier fees, groundwater volumes within each tier, and the total potential annual revenue hypothetically generated in WY 2023.

Table 6: Summary of Alternative 2 Tier Fees, Groundwater Volumes, and Total Potential Annual Revenue (WY 2023).

	Groundwater Volume within Tier (AF)	Tier Fee ($/AF)	Total Potential Annual Revenue ($)
Tier 1	73,000	0	0
Tier 2	17,000	200	3,400,000
Tier 3	7,000	400	3,000,000
Total	97,000	-	6,400,000

4.3 Alternative 3 – Combined Surface Water Allocation and Groundwater Extraction Fee

The Combined Surface Water Allocation and Groundwater Extraction Fee Program applies both the surface water allocation and the groundwater extraction fee simultaneously. Under these assumptions, the total potential annual revenue equals the sum of the penalties and fees applied under Alternatives 1 and 2.

Using the same fees and thresholds described previously, the **combined total potential annual revenue** is estimated at **$13.1 million in WY 2023**, representing the maximum potential financial return of the

alternatives evaluated. This approach provides the strongest combined incentive to increase surface water use and decrease groundwater extractions but would also require the greatest administrative complexity.

A comparison of the total revenues generated under each alternative is provided in **Table 4**. These results show the cumulative effect of implementing both a surface water allocation and a groundwater extraction fee.

Table 7: Summary of Total Potential Annual Revenue Under Each Alternative (WY 2023).

Alternative 1 Revenue ($)	Alternative 2 Revenue ($)	Alternative 3 Revenue ($)
6,800,000	6,400,000	13,200,000

5 Discussion and Recommendations

The results of this analysis indicate that each of the three proposed policy alternatives could provide meaningful benefits toward increasing surface water use, reducing groundwater dependence, and generating additional revenue to support long-term sustainability efforts. The Surface Water Allocation Program (Alternative 1) offers a straightforward and low-cost mechanism for incentivizing growers to use surface water when it is available. Its relative simplicity makes it well-suited for near-term implementation using existing delivery records and administrative procedures. Additionally, the results of this analysis demonstrate that a relatively modest surface water allocation threshold and penalty fee could generate meaningful revenue while strongly incentivizing increased use of available surface water. In contrast, the Groundwater Extraction Fee (Alternative 2) provides a more direct tool for managing groundwater demand and generating consistent revenue but would require methods to estimate groundwater extractions in order to implement. The Surface Water Allocation and Groundwater Extraction Fee (Alternative 3) achieves the greatest potential impact by applying both incentives and disincentives simultaneously, reinforcing behavioral change on both the surface and groundwater sides of the balance, though at a higher level of administrative complexity. This alternative also represents the maximum potential annual revenue generation scenario, combining both incentives to utilize available surface water and disincentives to rely heavily on groundwater extractions.

While each alternative provides distinct advantages, their implementation difficulty varies considerably. Alternative 1 could be initiated with minimal policy changes and limited new data infrastructure, allowing CWD to begin influencing water use behavior quickly. Alternative 2 would require either field-level metering or robust groundwater use estimation methods but would produce stronger behavioral and financial outcomes. Alternative 3 would require integration of both datasets and policies, making it the most comprehensive but also the most demanding to administer. Importantly, all three approaches are compatible with CWD's commitments under the GSP, including the groundwater demand management and subsidence MOU, by promoting in-lieu recharge and reducing groundwater extraction during years of surface water availability.

Based on these findings, DE recommends a phased implementation strategy that builds toward the combined program over time. CWD is currently moving forward with implementation of the Groundwater Extraction Fee (Alternative 2) as the initial phase, which allows CWD to establish the billing, compliance review, and demand accounting processes needed for a long-term program while

immediately advancing GSP objectives. As data systems mature and stakeholder familiarity increases, CWD can add a Surface Water Allocation component and transition toward Alternative 3. This approach enables near-term action while positioning CWD for long-term success in achieving groundwater sustainability.

Based on these findings, it is recommended that the CWD adopt a phased implementation strategy. CWD could begin by implementing either the Surface Water Allocation Program or the Groundwater Extraction Fee, depending on data readiness and administrative capacity. This would allow for early progress toward GSP objectives while building experience and stakeholder confidence. Over time, as data systems and policy frameworks mature, CWD could transition to a combined Surface Water Allocation and Groundwater Extraction Fee program that applies both allocation and extraction components. This phased approach offers a practical and flexible path forward, ensuring near-term action while positioning CWD for long-term success in achieving groundwater sustainability.

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Appendix A.2. Madera County GSA Demand Management Program

Excerpt from Chowchilla Subbasin GSP Water Year 2025 Annual Report (April 2026)

Madera County GSA currently administers a comprehensive demand management program – with associated allocation, penalties, recharge policies, and land fallowing as a byproduct of other policies – that will oversee a managed reduction in the volume of groundwater consumed by irrigated agriculture within the Madera County GSA area over the 20-year GSP implementation period. Since adoption of the groundwater allocation approach in 2020, Madera County GSA has proceeded with program development and implementation to incrementally reduce groundwater consumption across the Madera County GSA-managed portion of the Subbasin (and the Madera and Delta-Mendota Subbasins). The demand management program is applicable to lands within its jurisdictional area in the Subbasin, and represents Madera County GSA's mandatory measure under the GDM and Subsidence Mitigation Measures framework.

This program is expected to support sustainable groundwater management by gradually limiting groundwater extraction within the Madera County GSA areas to the sustainable yield of the Subbasin, accomplished by gradually reducing the transitional water to 0 AF per acre by 2040. In total, this is estimated to reduce demand to approximately 22,500 AF by 2040 for the Madera County GSA in the Chowchilla Subbasin. The targeted volume of demand reduction was determined through an analysis of the basin setting and water budget, consistent with the Subbasin GSP, with the goal of mitigating overdraft within the Madera County GSA area and achieving the sustainable yield by 2040.

To implement the demand management program, Madera County GSA has:

- Conducted a water market study (completed in 2021),
- Initiated work on a Voluntary Land Repurposing Program (VLRP) and a Multibenefit Land Repurposing Program (MLRP),
- Developed and implemented an allocation program, which is now being tracked and enforced with associated penalties, and
- Developed and implemented a structured demand measurement program (i.e., monitoring and reporting system) that enables accurate tracking of groundwater consumption and compliance across the Madera County GSA-managed areas.

The following sections briefly describe the VLRP, MLRP, the allocation program, and the demand measurement program.

Together with the other GSAs in the Subbasin, the Madera County GSA has also developed the GDM and Subsidence Mitigation Measures framework, with voluntary measures for immediate implementation and mandatory measures with trigger conditions to mitigate subsidence in the Subbasin.

Voluntary Land Repurposing Program (VLRP) and Multibenefit Land Repurposing Program (MLRP). Since initial Subbasin GSP development, the Madera County GSA received grant funding to explore the feasibility of adopting a sustainable agricultural land conservation (SALC) easement program within the Madera County GSA. The SALC program has since been referred to as the Voluntary Land Repurposing Program (VLRP). The VLRP aims to develop criteria for identifying and prioritizing agricultural land for protection, and to develop an incentive structure for agricultural landowners to rest, retire, restore, or permanently protect their land via various types of water-centric conservation easements.

Madera County GSA developed the VLRP through a stakeholder-driven process in 2020-2022, involving multiple public workshops and meetings, stakeholder interviews, and outreach with conservation groups. Details about this process are documented in previous Annual Reports. Rules and criteria for implementing the VLRP were approved by the Madera County GSA in December 2022. However, due to the failure of the Proposition 218 process, the Madera County GSA in the Subbasin is unable to fund the program at this time.

Stakeholders in the Madera County GSA do have the opportunity to participate in a grant-funded Multibenefit Land Repurposing Program (MLRP), which has received applications for projects in the Chowchilla, Madera, and Delta-Mendota Subbasins. The Multi-Benefit Agricultural Land Repurposing Plan (MALRP) was approved by the Board of Supervisors in October 2024. Since then, a call for projects was made in November 2024, resulting in a total of 72 pre-applications for potential projects. In 2025, 70 projects moved forward to complete full applications and 28 full applications were received. After the selection process in 2025, six projects were chosen to represent a diverse portfolio and support maximum benefits for the MLRP. Those projects will begin construction and implementation in 2026. The Madera County GSA is continuing GSP implementation and is seeking ways to reduce implementation costs (e.g., grants, refinements) and to secure alternate local funding to successfully implement PMAs, with stakeholder input and discussion *(see Section 7.1.5.1 of the Chowchilla Subbasin GSP Water Year 2025 Annual Report)*.

Demand Management Program. Individual components of the demand management program are described below, including the allocation, penalties, and recharge policies, and demand measurement program. Through these interrelated components, the demand management program is expected to result in a large reduction in groundwater pumping, but at the cost of reduced crop production and related economic activities in Madera County. Madera County GSA has observed landowner responses to the demand management program thus far, and initial data shows promising reductions in ETAW from actions in 2023-2025. However, the precise costs and benefits of these demand management efforts are still being quantified and are expected to be reported in future GSP evaluations and updates as well as future Annual Reports.

Allocation, Penalties, and Recharge Policies. The allocation framework at the center of the demand management program was initially adopted by the Madera County GSA Board of Directors through resolutions in December 2020, June 2021, and August 2021 that describe "per-acre" allocations and rules for credits. The Madera County GSA Board of Directors approved penalties for groundwater use in excess of these allocations in 2022. Links to the resolution documents are provided in previous Annual Reports.

Madera County GSA has been enforcing the approved allocations since 2022. In 2025, allocations remained in place and were tracked and enforced with associated penalties in the Madera County GSA (within the Chowchilla, Madera, and Delta-Mendota Subbasins) through measurements of groundwater use by approved measurement methods (described in the following section). In 2025, Madera County GSA adopted a resolution establishing allocation amounts in 2026-2040 due to farmer requests.

Madera County GSA has included certain refinements to the framework over time, allowing “farm units” (i.e., fields irrigated from the same well that are grouped and considered together in enforcement of the allocation) to be changed at the end of the calendar year, and allowing never-irrigated lands to opt-in in November of each year. A formal policy for allocation of carryover credits and penalties during farm unit reorganization was adopted in 2025.

Madera County GSA is also implementing recharge policies (approved through Resolution 2024-030) that credit recharge benefits to the allocation of areas where recharge occurred. One policy is related to recharge of surface water derived from a water right or contract, and one policy is related to recharge of surface water derived from an approved diversion during a flood event. Both policies have a “floor” of a 75% recharge credit and a "ceiling" of 90% recharge credit depending on data specific to the land on which the recharge occurred. The recharge credit is limited to the aquifer in which recharge occurred.

Per Resolution 2022-143, the penalties for exceeding the allocation include $1,000 per farm unit for those that have exceeded the authorized amount, in addition to a $300 per AF penalty for water use over the allocation in 2025 (penalties started at $100 per AF in calendar year 2023, increasing by $100 per AF per calendar year to a maximum of $500 per AF for water use over the allocation). Penalties collected in the Subbasin go towards funding Madera County GSA's portion of the DWMP. Enforcement of the allocation is incorporating adjustments to account for recharge credits, land fallowing credits, and successful appeals in the future.

Additional information about the allocation enforcement process is described as part of the demand measurement program, below.

Demand Measurement Program. As described in prior Annual Reports, Madera County GSA has continued to implement a demand measurement program to support implementation of the GSA’s allocation program. The main objective of the demand measurement program is to use, evaluate, and establish rules and processes for demand measurement options that are permitted to track ETAW against the allocation established in the Madera County GSA area (described in the previous section).

Three approved demand measurement options were available to growers in the Madera County GSA for allocation enforcement in 2025:

- IrriWatch approach (remote sensing approach that quantifies ETAW from satellite imagery using the Surface Energy Balance Algorithm for Land (SEBAL) algorithm)
- Land IQ approach (remote sensing approach, similar to IrriWatch, that quantifies ETAW from land use and satellite imagery)
- Use of approved flowmeters that are installed correctly and calibrated regularly. Although Madera County GSA is not responsible for installing flowmeters, Madera County GSA has adopted pre-approval processes for the use of private meters as a means of allocation tracking and enforcement. The adopted processes are intended to ensure correct installation and maintenance of flowmeters and their accuracy. In 2025, Madera County GSA adopted a meter rule refinement policy.

The Madera County GSA has allowed and developed an appeals process for growers who have elected to use the IrriWatch and Land IQ approaches. In 2023, Madera County GSA revised the rules for appealing the determination of use of the allocation through Resolution 2023-150. In early 2024, Madera County GSA also approved recharge credit policies that would credit recharge benefits to the allocation of areas where recharge occurred (described above). Enforcement of the allocation is incorporating adjustments to account for recharge credits, land fallowing credits, and successful appeals in the future.

Since the previous Annual Report, Madera County GSA circulated a request for proposals for new contracts for measurement methods, as the GSA's contracts with IrriWatch and Land IQ both expired at the end of 2025. Questionnaires were also sent to growers to solicit their choice of measurement methods. Updates will be provided in future Annual Reports.

Additional information regarding the demand measurement program is available on the Madera County website: https://www.maderacountywater.com/measurement/.

Appendix A.3. Triangle T Water District GSA Subsidence Control Measures Agreement

Excerpt from the 2025 Revised Subbasin GSP, Section 3.3.3.7 (with additions on the operating agreement in February 2026)

3.3.3.7.2 Subsidence Control Measures Agreement

The minimum thresholds (MTs) for land subsidence in the Subbasin, specifically the Western Management Area (WMA), were established to be consistent with the Subsidence Control Measures Agreement (initial Agreement) between certain landowners in the WMA of the Subbasin, the Central California Irrigation District (CCID), San Luis Canal Company, and Henry Miller Reclamation District #2131. Landowners that entered into the initial Agreement collectively manage more than 14,000 acres in the WMA. A copy of the initial Agreement is provided in Appendix 3.F *(of the 2025 Revised Subbasin GSP)*. The initial Agreement was executed in 2017 and was in effect from 2017-2021. The parties have worked under short term extensions in the time since the initial Agreement.

The provisions of the initial Agreement were designed to mitigate subsidence and avoid undesirable results to beneficial uses and users and critical infrastructure in the Subbasin and the adjacent Delta-Mendota Subbasin. The expressed purpose of the initial Agreement is to:

1. Reduce the use of groundwater from the Lower Aquifer. Loss of groundwater storage and associated reduction in pore pressures in clay layers in the Lower Aquifer (indicated by lowering groundwater levels) is understood by all parties to lead to conditions that cause and/or exacerbate land subsidence. The relationship between loss of groundwater storage and associated reduction in pore pressures in clay layers, lowering groundwater levels, and land subsidence is a central and common point of understanding between all parties who signed the initial Agreement, including the Expert Panel established under the Agreement.

2. Facilitate the distribution and use of surface water in areas of the Subbasin that are managed by participating landowners to reduce groundwater extraction (particularly from the Lower Aquifer), reduce subsidence, recharge the Upper Aquifer, and mitigate effects to critical infrastructure, including Sack Dam and the Poso Canal. Both systems are gravity-flow systems that are vulnerable to capacity reductions due to land subsidence and may require significant operational changes if subsidence continues unabated (e.g., pumping, relocation or reconstruction of diversion infrastructure).

Under the initial Agreement, parties in the Subbasin are required, among other provisions, to restrict the amount of groundwater they pump from the Lower Aquifer and to report, under penalty of perjury, the amounts of groundwater pumped, the source of that groundwater (Upper Aquifer or Lower Aquifer), the amounts recharged, the amounts of surface water used for irrigation, and other information about their irrigated acreage and crops. Parties in the Subbasin are also required to implement projects that increase use of surface water for irrigation (providing in-lieu recharge benefits to the Lower Aquifer) and increase use of surface water for direct recharge (increasing storage in the Upper Aquifer to support sustainable use of groundwater from the Upper Aquifer instead of the Lower Aquifer).

The initial Agreement also requires evaluation of the Lower Aquifer safe Yield by an Expert Panel to determine the allowable amount of pumping from the Lower Aquifer that can occur without causing

continuation of subsidence. While this Safe Yield evaluation was being conducted, the initial Agreement set specific limits for Lower Aquifer pumping as follows: 0.9 acre-feet per acre (AF/ac) in 2017, 0.75 AF/ac in 2018, 0.65 AF/ac in 2019, 0.6 AF/ac in 2020, and 0.5 AF/ac in 2021. Following completion of the Lower Aquifer Safe Yield Study by the Expert Panel, the annual limits and future allowable groundwater pumping amounts from the Lower Aquifer were modified in accordance with Expert Panel findings. The most recent Draft 2022 Expert Panel Report prepared in April 2023 is provided in Appendix 3.F *(of the 2025 Revised Subbasin GSP)*.

Since the initial Agreement was signed in 2017, parties to the Agreement have successfully constructed facilities to supply and distribute surface water to users in the Subbasin. Despite the dry start to the GSP implementation period and through the actions and infrastructure improvements performed in accordance with the initial Agreement, more than 25,000 AF of surface water has been delivered to participating landowners in the Subbasin since 2018. Annual volumes are reported in Section 4.6.4 *(of the 2025 Revised Subbasin GSP)*. This surface water has provided direct benefits to participating landowners for irrigation and groundwater recharge in an area that has historically relied solely on groundwater pumping, resulting in reduced pumping and helping to mitigate subsidence.

Landowners in the Subbasin that are party to the Agreement have also consistently fulfilled their obligation to report, under penalty of perjury, the amounts of groundwater pumped, the source of that groundwater (Upper Aquifer or Lower Aquifer), the amount recharged, the amounts of surface water used for irrigation, and other information about their irrigated acreage and crops. Table 3-11 provides a summary of groundwater pumping, surface water use, and irrigated acreage from the Draft 2022 Expert Panel Report *(Appendix 3.F of the 2025 Revised Subbasin GSP).* Beginning in 2017, participating landowners in the Subbasin have reduced pumping from the Lower Aquifer, including shifting considerable pumping from the Lower Aquifer to the Upper Aquifer. Each year since signing the initial Agreement, the participating landowners have collectively reported pumping between 0.13 and 0.50 AF/ac from the Lower Aquifer, less than the specified limits for Lower Aquifer pumping in the initial Agreement. Use of surface water during years it has been available has also provided between 0.66 and 1.76 AF/ac of benefit to those irrigated lands, providing direct recharge to the Upper Aquifer and offsetting demand for groundwater.

Efforts under the initial Agreement have already been successful for mitigating subsidence in the TTWD area of the WMA. Annual vertical displacement rates in the Subbasin, as reported from InSAR data, indicate a relative decrease in the rate of subsidence within Triangle T Water District since approximately 2017, as compared with rates of subsidence in surrounding areas *(see Section 2.2.2.4 of the 2025 Revised Subbasin GSP).*

The parties are currently in the process of negotiating an operating agreement consistent with the overall approach to groundwater extraction limits and subsidence mitigation as described in the initial agreement. The operating agreement covers issues including commitments through 2040 related to surface supply, facility operations and expansion, and operations in compliance with the groundwater demand management (GDM) and subsidence mitigation measures memorandum of understanding (MOU), as described in 2025 Revised Subbasin GSP.

Table 3-11. Reported Groundwater Use, Surface Water Use, and Total Water Use by Chowchilla Subbasin Landowners that are Signatories to the Subsidence Control Measures Agreement.[1]
(from the 2025 Revised Subbasin GSP)

Description	2017	2018	2019	2020	2021	2022
Total Groundwater Use (AF)	**17,089**	**27,764**	**23,988**	**30,478**	**34,744**	**34,851**
Lower Aquifer Pumping (AF)	***1,777***	***6,978***	***1,770***	***5,355***	***5,262***	***6,036***
Upper Aquifer Pumping (AF)	***15,312***	***20,786***	***22,218***	***25,123***	***29,482***	***28,815***
Total Surface Water Use (AF)	22,653	10,244	24,798	9,329	0	1,444
Surface Water Purchases (AF)	*0*	*8,279*	*10,746*	*9,329*	*0*	*1,444*
Surface Water Diversions, Fresno River (AF)	*15,666*	*620*	*11,007*	*0*	*0*	*0*
Surface Water Diversions, Eastside Bypass (AF)	*6,987*	*1,345*	*3,045*	*0*	*0*	*0*
Total Water Use (AF)	39,742	38,008	48,786	39,807	34,744	36,295
Total Irrigated Area (ac)	13,911	13,911	14,111	14,111	14,111	14,111
Total Groundwater Use (AF/ac)	**1.23**	**2.00**	**1.70**	**2.16**	**2.46**	**2.47**
Lower Aquifer Pumping (AF/ac)	***0.13***	***0.50***	***0.13***	***0.38***	***0.37***	***0.43***
Upper Aquifer Pumping (AF/ac)	***1.10***	***1.49***	***1.57***	***1.78***	***2.09***	***2.04***
Total Surface Water Use (AF/ac)	1.63	0.74	1.76	0.66	0.00	0.10
Surface Water Purchases (AF/ac)	*0.00*	*0.60*	*0.76*	*0.66*	*0.00*	*0.10*
Surface Water Diversions, Fresno River (AF/ac)	*1.13*	*0.04*	*0.78*	*0.00*	*0.00*	*0.00*
Surface Water Diversions, Eastside Bypass (AF/ac)	*0.50*	*0.10*	*0.22*	*0.00*	*0.00*	*0.00*
Total Water Use (AF/ac)	2.86	2.73	3.46	2.82	2.46	2.57

[1] Source**: Appendix 3.F** *(of the 2025 Revised Subbasin GSP)*. Draft 2022 Expert Panel Report ("2022 Monitoring Data for the Sack Dam-Red Top Area"), **Table S3**-Subsidence Abatement Agreement Summary.

Landowners in the Subbasin that are party to the initial Agreement are committed to fulfilling the obligations under the Agreement. Fulfillment of these obligations is expected to also support sustainable groundwater management in the Subbasin in accordance with the SMC established in this GSP. Actions under the Agreement are expected to help maintain groundwater levels in the Lower Aquifer at or above recent historical levels, thereby avoiding undesirable results related to land subsidence. Compliance with the Agreement will help avoid undesirable results to infrastructure – including Sack Dam, Poso Canal, and other waterways in the WMA – as well as other beneficial uses of land and groundwater in the surrounding region. The initial Agreement has already provided significant and measurable benefits to the Subbasin. The outcomes and effectiveness of the Agreement will continue to be evaluated, and will be reported in subsequent periodic GSP updates and Annual Reports as more is known.

3.3.3.7.3 Other Subsidence Control Measures in the Western Management Area

Outside of areas managed under the Agreement, the GSAs in the Subbasin plan to couple their GSP projects and implementation efforts with provisions that complement and are consistent with the Agreement.

For example, Madera County GSA and TTWD GSA are developing large, coordinated groundwater recharge projects in the WMA that will enhance groundwater storage in the Upper Aquifer. The GSAs will be executing agreements with participating landowners as part of these projects. In these agreements the GSAs plan to include provisions that only permit the recovery of project groundwater recharge benefits from wells in the Upper Aquifer, where the recharge from the projects will be occurring. These provisions will effectively reduce groundwater extraction from the Lower Aquifer and shift extraction to the Upper

Aquifer, similar to the Agreement, and are anticipated to reduce subsidence rates in parts of the WMA outside of the TTWD GSA. Together, the combined benefit area of these projects and the lands managed under the Subsidence Control Measures Agreement represent the majority of land within the WMA (Figure 3-9).

As an example of the recharge projects described above and recent progress, as of early 2024, the Madera County GSA has developed recharge credit policies (Madera County GSA Resolution No. 2024-030[2]) that credit recharge benefits to the allocation of areas where recharge occurred. Madera County GSA Resolution No. 2024-030 includes two policies: one related to recharge with surface water that is purchased, and one related to recharge with water derived from an approved diversion during a flood event. Both policies have a "floor" of a 75% recharge credit and a "ceiling" of 90% recharge credit depending on data specific to the land on which the recharge occurred.

Of specific importance in both policies is term 5. Term 5 was intentionally included such that extraction of the recharge credit shall be limited to the aquifer in which recharge water was percolated. Recognizing the presence of the Corcoran Clay in the Subbasin and subsidence resulting from the extraction of groundwater from below the Corcoran Clay, this is a critically important provision to avoid the proliferation of subsidence in areas where recharge takes place. If recharge took place in the upper aquifer where the Corcoran Clay is present, extraction too must occur in the upper aquifer. Additionally, both policies state that as of January 1, 2025, any well that has been screened both above and below the defined Corcoran Clad layer shall be considered to be extracting from below the Corcoran Clay. Term 5 is consistent with the well documented and successful TTWD Subsidence Control Measures Agreement that is discussed in more detail in Section 3.3.3.7.2 and in Appendix 3.F *(of the 2025 Revised Subbasin GSP).*

While development of these groundwater recharge projects is ongoing, the GSAs will continue to monitor the progress and subsidence mitigation benefits of the initial Agreement. These findings will be used to inform development of Lower Aquifer groundwater pumping restrictions or other efforts to mitigate subsidence in the Madera County GSA area. Limitations on groundwater pumping from the Lower Aquifer may also be achieved through well permitting provisions in response to Executive Order N-7-22 or by other means determined by the GSAs. Based on the results of the "Projected, With Projects" water budget scenario simulated in the Madera-Chowchilla Groundwater-Surface Water Simulation (MCSim)[3], it is expected that shifts in pumping practices, paired with implementation of the planned PMAs, will help to achieve sustainable groundwater conditions in the Subbasin. Updates and outcomes of other subsidence mitigation measures will be reported in future GSP updates and Annual Reports. Together, landowners and GSAs are making consistent efforts to achieve and maintain groundwater sustainability in the WMA.

[2] For more details the full Madera County GSA Resolution No. 2024-030 can be found online at: https://www.maderacountywater.com/wp-content/uploads/2024/03/RES-NO.-2024-030.pdf

[3] See Appendix 6.D, Section 3.5.3.2. In the MCSim projected model, approximately 90 percent of groundwater pumping was simulated from the Upper Aquifer and approximately 10 was simulated from the Lower Aquifer.

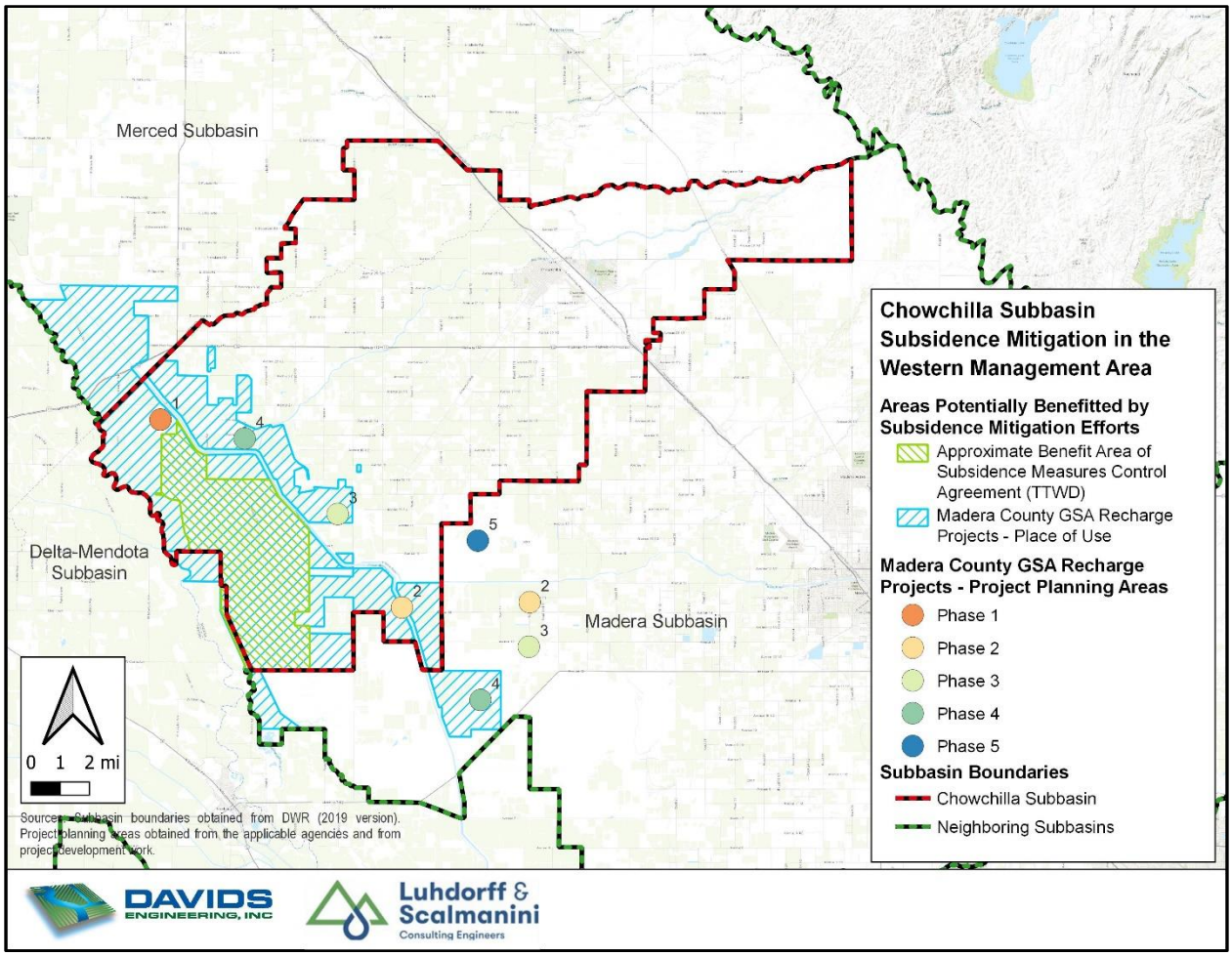


Figure 3-9. Subsidence Mitigation Efforts in the Western Management Area.
(from the 2025 Revised Subbasin GSP)

Item 9.b

BOARD OF SUPERVISORS
COUNTY OF MADERA

Agendas available: www.MaderaCounty.com
YouTube Videos: Madera County Boards & Commissions

MEMBERS OF THE BOARD

JORDAN WAMHOFF, District No. 1
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LETICIA GONZALEZ, District No. 4
BOBBY MACAULAY, District No. 5

ROBERT MACAULAY, CHAIR
KAREN SCRIVNER, CHIEF CLERK TO THE BOARD

BOARD LETTER & MINUTE ORDER

MEETING DATE: April 14, 2026

AGENDA #

DEPARTMENT:
BOS-015643: BOARD OF DIRECTORS GROUNDWATER SUSTAINABILITY AGENCY/WATER & NATURAL RESOURCES DEPARTMENT

DEPARTMENT CONTACT:	**PLACEMENT**	**DOC. ID #**
	CONSENT	BOS-015643

PREVIOUS BOARD ACTION(S):
NA

BOARD ACTING AS:	**VOTE REQ.**
BOARD OF DIRECTORS GROUNDWATER SUSTAINABILITY AGENCY	4/5

This Section is reserved for Clerk of the Board's Office Use Only

BOARD'S ACTION:

If approved, the County Auditor-Controller is authorized to make such budgetary adjustments and will carry out the intent and purpose of this budget adjustment(s).

COTB – Choose Motion Result.
COTB – Enter Vote Results.

Processed By: Clerk Name – COTB Use Only.

RECOMMENDED ACTION:

Discussion and consideration of approval for Transfer of Appropriations No. 25-098 in the amount of $122,565.00 from GSA Fee Revenue – Appropriation for Contingency to the Refunds and Reimbursements for Fiscal Year 2025-2026. **4 Votes Required**

BACKGROUND SUMMARY / FISCAL IMPACT:

DISCUSSION:

Transfer of Appropriations No. 25-098 moves $122,565 within the GSA Administration Fee budget from the Contingency account to the Refunds and Reimbursements account. This action does not increase the overall budget.

The transfer is needed to support two payment actions related to 2024 groundwater overuse penalties under the Madera County GSA allocation program in the Madera and Chowchilla Subbasins.

Under Resolution 2022-143 and Madera County Contract No. 12652-13, the Madera County GSAs are responsible for collecting groundwater allocation exceedance penalty payments. Penalty payments received from properties within the Chowchilla subbasin are transferred to Chowchilla Water District to support the Chowchilla Subbasin Domestic Well Mitigation Program.

The total amount to be moved into the Refunds and Reimbursements account is $122,565, consisting of:

- $107,665 for 2024 penalties collected through the December 2025 tax roll that are pending transfer to Chowchilla Water District
- $14,900 for a refund to one master account after approved surface water credits determined that a 2024 groundwater overuse penalty no longer applied

FISCAL IMPACT:

$122,565 will be allocated to the Refunds and Reimbursements Account in the GSA Administration Fee Budget. There is no impact to the County General Fund.

CONNECTION TO THE COUNTY OF MADERA STRATEGIC PLAN:

STRATEGIC FOCUS AREAS

- Focus Area 7: Government Relations

ATTACHMENTS:

1. Budget Adjustment Authorization TOA No.25-098
2. RES NO. 2022-143
3. MCC NO. 12652-23

Budget Adjustment Authorization

Submittal Date *
3/13/2026

For Fiscal Years *
2025-2026

Contact First Name *
Emily

Contact Last Name *
Garcia

Department *
WNR

Department/Org #
15020

Department Head Name *
Stephanie Anagnoson

Will this Budget Adjustment be Board Approved? *
- (●) Yes
- ( ) No

Draft Board Letter

If Board Approved, indicate the target Board date: *
4/14/2026

Please Select *
- [x] Transfer of Appropriations
- [ ] Receipt of Unanticipated Revenue

Please select the document type(s) from the check boxes above. Your selection will remove unneeded fields from the form. Transfer of Appropriations Transfer From.

Transfer of Appropriations

Transfer From

Org # *	Org Description *	Account # *	Account Description *	Amount *
15020	GSA Fee Revenue	780100	Appropriation for Contingency	122,565

Total
$ 122,565.00

Transfer To

Org # *	Org Description *	Account # *	Account Description *	Amount *
15020	GSA Fee Revenue	721210	Refunds and Reimbursements	122,565

Total

$ 122,565.00

Explanation of Transfer *

A transfer of Appropriations to the Refunds and Reimbursements account is needed to support two payment actions related to 2024 groundwater overuse penalties under the Madera County GSA allocation program in the Madera and Chowchilla Subbasins.

Describe the reason for Transfer

Totals In "Transfer From" and "Transfer To" must match

Note: Transfers from Contingencies require a 4/5 vote.

Section

Name *

Emily Garcia

Title *

Senior Administrative Analyst

Auditor to Complete

TO AUDITOR-CONTROLLER: This request is deemed necessary by this department. Please report as to the accounting and available balances and forward to the Administrative Officer for his recommendation or action.

Approved as to Availability of Funds: *

(●) Yes ( ) No ( ) N/A

Auditor Controller's # *

25-098

Signature

Victoria Cantu

Auditor Name *

Victoria Cantu

Date *

3/24/2026

The County Auditor-Controller is authorized to make such budgetary adjustments as will carry out the intent and purpose of this budget adjustment.

Item 9.b

Administrative Officer to Complete

Administrative Officer's Report

County Administration has reviewed this request, and it is recommended for approval.

Please Select *

◉ Recommended ○ Approve as Requested ○ Approve as Revised

Signature *



Admin Officer Name *

Jessica Leon

Date *

3/24/2026

Attached for Board Approval

*

☑ Completed

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

In the Matter of	)	Resolution No.: 2022 - 143
	)	
THE SUSTAINABLE GROUNDWATER MANAGEMENT ACT	)	**RESOLUTION ESTABLISHING THE AUTHORITY FOR THE IMPOSITION OF PENALTIES ON THOSE WHO EXTRACT GROUNDWATER IN EXCESS OF AN ALLOCATION**
	)	
Chowchilla 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.

Item 9.b

WHEREAS, the County of Madera ("County") is the exclusive GSA for the portions of the Chowchilla Subbasin (Basin No. 5-22.05) in the San Joaquin Valley Groundwater basin, as defined by Bulletin 118 from California's Department of Water and Natural Resources ("DWR"), that are in unincorporated areas of Madera County and not otherwise covered by another public agency (hereinafter "County GSA").

WHEREAS, the County Board of Supervisors is the ex officio Board of Directors (hereinafter "Board") for the County GSA.

WHEREAS, the consumptive use of groundwater within the County GSA boundaries exceeds the available sustainable yield, and the GSP for the Chowchilla Subbasin identified demand reduction as a critical management action to achieve SGMA objectives.

WHEREAS, under SGMA a GSA has the authority to limit extractions from groundwater wells, establish groundwater extraction allocations, authorize temporary and permanent transfers of groundwater extraction allocations, and a GSA may adopt rules, regulations, ordinances, and resolutions to further these ends.

WHEREAS, on December 15, 2020, at a duly noticed public meeting, the Board adopted the Allocation Approach in the subbasins by resolution, adopted a resolution for an approach to allocating groundwater (the "Allocation Approach") in the subbasins.

WHEREAS, the Allocation Approach includes access to groundwater categorized classified using two designations:

a. A "sustainable yield" of native groundwater, that is, water that naturally exists in the subbasins from seepage and percolation; and

b. "Transitional water" that is continued overdraft of the subbasins but will incrementally decrease during the GSP implementation period.

WHEREAS, the Allocation Approach is a process whereby sustainable yield access is offered to overlying groundwater rights users every five years, and whereby participation will include (a) the opportunity to pump a designated quantity of sustainable yield within each year, (b) the opportunity to pump a designated quantity of transitional water within each year, and (c) the requirement to pay for the consumptive use of sustainable yield and transition water based upon a rate structure that is to be established.

WHEREAS, the Allocation Approach allows the County GSA's per-acre (parcel-based) allocations of sustainable yield and transition water to be shared within designated "farm units," so as to allow flexibility and reflect real-world farming conditions in which resources are shared among commonly operated or managed lands.

WHEREAS, the allocation approach includes monitoring of evapotranspiration ("ET") and the ET of applied water ("ETAW") for designated "farm units" and the comparison of ETAW to assigned allocations, where such services will be provided through a contract between the County and third party experts with multiple parties performing quality assurance and quality control.

WHEREAS, in furtherance of the Allocation Approach, on June 8, 2021, the County GSA Board of Directors adopted Resolution 2021-069, providing for a per-acre allocations 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 (the "Allocations").

WHEREAS, pursuant to Resolution 2021-069, an eligible parcel includes agricultural lands that are (1) currently irrigated as of June 8, 2021, (2) were last irrigated as recently as January 1, 2015, but now may otherwise be non-irrigated (e.g. fallowed or idle), (3) are part of active irrigated agricultural operations or permitted confined animal operations (e.g. equipment storage area or milking parlors), or (4) can demonstrate to the satisfaction of the County GSA that irrigation will occur in the following calendar year, and whereby in determining what constitutes an eligible parcel, the County GSA may rely upon (1) Madera County Assessor records, (2) satellite or aerial imagery, (3)

evapotranspiration analysis performed by a remote sensing service, (4) County GSA staff inspection, and (5) the submittal by parcel owner or representative of pertinent documentation when enrolling the eligible parcel into the GSA Allocation Approach and acceptance of associated requirements imposed therein, any and all of which must be to the satisfaction of the County GSA.

WHEREAS, on August 17, 2021, the County GSA Board of Directors adopted Resolution 2021-113, making refinements to the Allocations (the "Allocation Refinements"). The refinements included a provision (No. 12) whereby if a participant in the Allocation Approach intends to appeal the County GSA-determined ETAW, such appeal shall be based upon use of a flow meter, and the participant shall (1) demonstrate that the flow meter was installed and maintained per the manufacturer's specifications, and (2) provide an engineer-certified calibration report where such calibration occurred within the last two calendar years of the appeal. The flow meter volume shall be recorded at least monthly, and a photograph of each meter reading shall be taken and submitted to the County GSA for verification purposes. An independent third party will evaluate the flow meter installation and records to determine if the flowmeter records will be accepted as measurement for determining if a grower exceeded the allocation.

WHEREAS, Water Code section 10725.2, part of SGMA, authorizes a GSA to "perform any act necessary or proper to carry out the purposes of this part," including the adoption of "rules, regulations, ordinances, and resolutions for the purpose of this part, in compliance with any procedural requirements applicable to the adoption of a rule, regulation, ordinance, or resolution by the groundwater sustainability agency."

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WHEREAS, pursuant to Water Code section 10725.4(a)(4) "a groundwater sustainability agency may conduct an investigation...to monitor compliance and enforcement," and pursuant to Water Code section 10731, following such an investigation the County GSA "...may make a determination fixing the amount of groundwater production from the groundwater extraction facility at an amount not to exceed the maximum production capacity of the facility for purposes of levying a groundwater charge," and if "a water-measuring device is permanently attached to the groundwater extraction facility, the record of production as disclosed by the water-measuring device shall be presumed to be accurate unless the contrary is established by the groundwater sustainability agency after investigation."

WHEREAS, subdivision (a)(1) of Water Code section 10732, part of SGMA, provides that "(a) person who extracts groundwater in excess of the amount that person is authorized to extract under a rule, regulation, ordinance, or resolution adopted pursuant to Section 10725.2, shall be subject to a civil penalty not to exceed five hundred dollars ($500) per acre-foot extracted in excess of the amount that person is authorized to extract." Also, "(l)iability under this subdivision is in addition to any liability imposed under paragraph (2) and any fee imposed for the extraction."

WHEREAS, subdivision (a)(2) of Water Code section 10732 provides that "(a) person who violates any rule, regulation, ordinance, or resolution adopted pursuant to Section 10725.2 shall be liable for a civil penalty not to exceed one thousand dollars ($1,000) plus one hundred dollars ($100) for each additional day on which the violation continues if the person fails to comply within 30 days after the local agency has notified the person of the violation."

WHEREAS, subdivision (b)(1) of Water Code section 10732 provides that a GSA "may bring an action in the superior court to determine whether a violation occurred and to impose a civil penalty described in subdivision (a)." Subdivision (b)(2) of this section provides that a GSA "may administratively impose a civil penalty described in subdivision (a) after providing notice and an opportunity for a hearing." Subdivision (b)(3) states that "(i)n determining the amount of the penalty, the superior court or the groundwater sustainability agency shall take into consideration all relevant circumstances, including, but not limited to, the nature and persistence of the violation, the extent of the harm caused by the violation, the length of time over which the violation occurs, and any corrective action taken by the violator."

WHEREAS, subdivision (c) of Water Code section 10732 provides that "(a) penalty imposed pursuant to this section shall be paid to the groundwater sustainability agency and shall be expended solely for purposes of this part."

WHEREAS, subdivision (d) of Water Code section 10732 provides that "(p)enalties imposed pursuant to this section are in addition to any civil penalty or criminal fine under any other law."

WHEREAS, pursuant Water Code sections 10725.2 and 10732, as set forth above, the Board desires through the passage of this Resolution to provide the GSA with the authority and discretion to impose civil penalties on those persons or entities, including farm units, who extract groundwater in excess of the amount that a person or entity is authorized to extract under the Allocation Approach, and to provide a system for the administration of such penalties.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Madera, State of California, sitting as Board of Directors for the County of Madera GSA for the Chowchilla Subbasin, as follows:

1. The recitals set forth above are found to be true and correct and are incorporated herein by reference. Furthermore, the Board has duly considered the full record before it, which may include but is not limited to such things as the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to the Board.

2. As an alternative to appealing the County GSA's determination of ETAW as defined in Resolution 2021-113, a grower may request to be pre-approved for use of a groundwater flow meter data for determining ETAW. To be eligible for such approval, a grower must first have all irrigated parcels registered within IrriWatch. For all registered parcels that a grower intends to have ETAW determined using a groundwater flow meter, the grower must provide the County GSA with the following, which will be reviewed by the County GSA and any County-designated third party as determined necessary by the County GSA:

Item 9.b

a. A map depicting the exact location of groundwater well(s) and parcel(s) and field(s) served by the well(s);

b. Photographs and a meter installation report for the well(s) serving the parcel(s);

c. A compliant meter calibration report or results of a field flow test conducted by a County GSA approved vendor for each well;

d. An estimate of efficiency for the irrigation system on the field(s);

e. An attestation that that the designated well(s) only serve the identified parcel(s) or field(s); and

f. An attestation of the validity that all submitted information represents current conditions for the well(s).

3. For any person or entity subject to the jurisdiction of any County GSA, including any "farm unit," that extracts groundwater in excess of the amount that person or entity is authorized to extract, as that amount is determined pursuant to Resolution 2021-113 for the Allocation Refinements, the County GSA is authorized to impose one or both of the following penalties:

A. A civil penalty not to exceed $100 per acre-foot in calendar year 2023, increasing by $100 per acre-foot per calendar year to a maximum of $500 per acre-foot for the total acre-feet extracted in excess of the amount that person or entity is authorized to extract for the subject parcel or farm unit.

B. A civil penalty not to exceed one thousand dollars ($1,000) per farm unit. However, the Board of Directors shall take action to remove this $1,000 civil penalty per farm unit at such time when the entity known as the Chowchilla Subbasin Growers ("CSG"), adequately funds an escrow account or funds projects identified in the Chowchilla Subbasin Groundwater Sustainability Plan.

C. In determining the amount of the penalty, the County GSA shall take into consideration circumstances including, but not limited to, the nature and persistence of the violation, the extent of the harm caused by the violation, the length of time over which the violation occurs, and any corrective action taken by

the violator.

4. The penalties to be imposed pursuant to Section 3 of this Resolution shall be imposed after the provision of notice to the affected property owner, and shall become due within thirty (30) days of the date of the notice, with an opportunity for the violator to be heard as set forth herein:

A. Any dispute regarding the imposition of a civil penalty under Section 3 shall be presented in writing by the affected property owner to the Director of the Department of Water and Natural Resources for the County of Madera ("Director") within thirty (30) days of having been provided notice by regular mail or electronic mail of the violation. All appeals and data submitted to support an appeal will be maintained by the County GSA and are public information. An independent consultant with expertise in agricultural irrigation will review the matter as presented and issue a written determination ("Determination") within a reasonable time period. Unless otherwise provided for, the Determination shall be issued to the affected property owner by electronic means.

B. The affected property owner may, within 20 days of the date of the mailing of the Panel's Decision on the Application, file an appeal ("Appeal") of the Decision to the Board through written or electronic communication to the Chief Clerk to the County Board of Supervisors. Unless otherwise stipulated between the Board and the affected property owner, the Appeal hearing shall take place within 45 days of the date that the Appeal was filed. The formal rules of evidence shall not apply to the Appeal hearing. The Board shall rule on the Appeal by roll call vote, and a majority vote of the entire Board is required to either grant or deny

the appeal. The Board's hearing shall be recorded electronically, and such recording, along with the Board's written minutes and any materials presented to the Board either in favor or in opposition to the Appeal, shall constitute the record of proceedings for the Appeal.

5. A penalty imposed pursuant under this Resolution shall be paid to the County GSA and shall be expended solely for the purposes of SGMA. If the responsible party made a written dispute to the County GSA regarding the penalty, as set forth in Section 4, such party shall have 30 days from the date of mailing of the Determination, Decision, or the Board's determination of an Appeal, to pay the penalties determined by the County GSA. In the event the responsible party fails to pay the penalty when due, the County GSA may take any actions permitted by law to collect the unpaid penalty, which shall accrue interest at a rate of six percent per year, commencing thirty days after the penalty becomes due and continuing until paid.

6. The amount of any unpaid penalty, plus any other costs as provided in this Resolution or by law, may be declared a lien on the real property owned by the responsible party within the County GSA that is the subject of the penalty, as follows:

A. Notice shall be given to the responsible party prior to the recordation of the lien, and shall be mailed by first class mail, postage prepaid, to the last known address; and

B. When a public official representing the County GSA records a lien listing delinquent unpaid penalties with the County Clerk-Recorder's office, the lien shall specify the amount of the lien, the date of the code violations, the date of the final administrative decision, the street address, legal description, and assessor's

parcel number of the parcel on which the lien is imposed, and the name of the owner of the parcel according to the last equalized assessment roll; and

C. In the event that the lien is discharged, released, or satisfied, either through payment or foreclosure, notice of the discharge and release of the lien shall be prepared by the public official.

7. The amount of an unpaid penalty, plus any other costs as provided by this Resolution or by law, may be declared a special assessment against the real property owned by the responsible party within the County GSA that is the subject of the penalty. The amount of the assessment shall not exceed the amount of penalty imposed for the violation, plus any cost authorized this Resolution or by law. A representative of the County GSA may present a resolution to the Board to declare a special assessment, and, upon passage and adoption thereof, shall cause a certified copy to be recorded with the County Clerk-Recorder's office. The assessment may then be collected at the same time and in the same manner as ordinary taxes are collected and shall be subjected to the same penalties and the same procedure and sale in the case of delinquency as provided for ordinary property taxes.

8. Penalties imposed pursuant to this Resolution are non-exclusive, and therefore are in addition to any civil penalty or criminal fine that may be imposed under any other law.

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

10. The provisions of this Resolution shall become effective on January 1, 2023.

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

The foregoing Resolution was adopted this 27TH day of SEPTEMBER, 2022, by the following vote.

Director Frazier voted: Yes

Director Rogers voted: No

Director Poythress voted: Yes

Director Gonzalez voted: Yes

Director Wheeler voted: Yes

Chairman, Board of Directors

ATTEST:

Clerk, Board of Directors

Approved as to Legal form:
COUNTY COUNSEL

By

Item 9.b

J:\wdocs\01245\092\RES\00998781.DOCX

Item 9.b

MADERA COUNTY CONTRACT NO. 12652-23

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

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into this 12TH day of DECEMBER, 2023 (the "Effective Date"), by and between the Madera County GSA – Chowchilla (Madera County), and the Chowchilla Subbasin Growers (CSG), a mutual benefit corporation, collectively hereinafter referred to as the "Parties," or individually as the "Party."

RECITALS

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

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

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

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

E. **WHEREAS**, CSG represents a service area listed in Exhibit B and intends to become a California special district by seeking formal LAFCO approval in order to become a GSA, and Madera County intends to support CSG's efforts to become a water district and GSA which are intended to manage groundwater consistent with the Chowchilla GSP within the Exhibit B service area; and

F. **WHEREAS**, on January 29, 2020, the County submitted a GSP to DWR; and

G. **WHEREAS**, the Parties agree that for the purposes of this MOU, "Domestic Wells" shall be limited to individual private domestic wells and to develop a working relationship between Madera County GSA and the Chowchilla Subbasin Growers; and

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

I. **NOW, THEREFORE**, in consideration of the mutual promises, covenants and conditions contained herein and these Recitals, which are hereby incorporated herein by this reference, the Parties agree to mitigate for domestic well impacts resulting from declining groundwater levels that occur from groundwater management activities outlined in the GSP in a Domestic Well Mitigation Program (Program) and work collaboratively to implement SGMA and achieve groundwater sustainability.

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AGREEMENT

1. **PROPORTIONATE SHARE**. The CSG agree to fund the Program annually on a per acre basis, at the rate of $16.89/acre, consistent with the list of APNs of members of the CSG set forth in Exhibit B. The CSG shall not be responsible for other SGMA-costs pertaining to properties not listed in Exhibit B. Other parties in the County GSA will contribute the Program using the same rate and MOU process. Any penalties collected by the GSA from non-CSG members within the Exhibit B area will be allocated to well mitigation.

2. **ACCOUNTING**. Annual funding for the Program shall be placed in an interest-bearing account managed by one of the GSAs, currently Chowchilla Water District or another party identified by the GSAs.

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

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

- Domestic Well Mitigation Program;
- Recharge Projects;
- Land fallowing or land repurposing;
- Purchases of water;
- Other implementation of sustainable groundwater management;

- LAFCO options, status and progress;
- Collection of funds; changes in acres represented;
- Penalties; and
- Potential grants.

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

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

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

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

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

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7. **TERM**. The Program shall begin no later than January 1, 2024, shall cover eligible mitigation as of January 31, 2020, and shall continue for the duration of the GSP Implementation Period or until groundwater sustainability is achieved or until CSG becomes a GSA and adopts its own GSP, whichever comes first.

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

COUNTY

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

CHOWCHILLA SUBBASIN GROWERS (CSG)

C/O Laurie Ringeisen
216 Chowchilla Blvd, Suite B
Chowchilla, CA 93610

With Copy to

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

Any Party may, by written notice to each of the other Parties, specify a different address for notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, three days after the postmark date. If sent by regular mail, the notice shall be deemed given 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.

9. **TERMINATION**. Either Party to this MOU may terminate it by giving the other party 30 days written notice.

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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

CHOWCHILLA SUBBASIN GROWERS (CSG)

By: _____
(Signature)

Jay Mahil
(Print Name)

Title: Chairman

Approved as to Legal Form:
COUNTY COUNSEL

By: Dale E. Bacigalupi

Digitally signed by: Dale E. Bacigalupi
DN: CN = Dale E. Bacigalupi email = dbacigalupi@lozanosmith.com C = US O = Lozano Smith
Date: 2023.12.05 11:23:18 -08'00'

ACCOUNT NUMBER(S)

_____

_____

ND-AGT-1246-40-4864-0573-9413.PDF

Exhibit B

APN	ACRES	OWNER
026-010-003	350.09	1000 CHOWCHILLA INC
026-020-001	71.87	1000 CHOWCHILLA INC
026-080-001	321.06	1000 CHOWCHILLA INC
026-120-016	116.74	1000 CHOWCHILLA INC
026-140-001	160	1000 CHOWCHILLA INC
030-021-003	38.61	AGRILAND HOLDING
030-061-002	46.59	AGRILAND HOLDING
022-200-006	75	AHLEM FAMILY LTD
022-210-003	69.14	AHLEM FAMILY LTD
043-023-006	5	AHLEM FAMILY LTD
043-025-003	89.66	AHLEM FAMILY LTD
020-100-030	37.19	ALLAN CLARK TRUST
020-100-036	81.21	ALLAN CLARK TRUST
022-130-004	63.85	AMERICAN UNITED FARMS CHOWCHILLA
022-140-003	541.46	AMERICAN UNITED FARMS CHOWCHILLA
020-120-012	181.67	DUANE & ANDREA BLECH TRUST
020-090-002	101.32	BOUWDEWYN & DARCY VLOT
020-090-003	160	BOUWDEWYN & DARCY VLOT
020-110-001	0.31	BOUWDEWYN & DARCY VLOT
020-110-009	0.5	BOUWDEWYN & DARCY VLOT
020-120-003	657.19	BOUWDEWYN & DARCY VLOT
020-120-004	118.16	BOUWDEWYN & DARCY VLOT
020-120-011	292.47	BOUWDEWYN & DARCY VLOT
020-150-006	21.81	BOUWDEWYN & DARCY VLOT
020-150-010	297.08	BOUWDEWYN & DARCY VLOT
020-160-015	153.59	BOUWDEWYN & DARCY VLOT
030-070-005	186.7	CALIFORNIA FIG CO
030-120-008	113.46	CALIFORNIA FIG CO
030-112-005	119.98	CAMERON RANCH ASSOCIATES LLC
026-030-001	42.69	CAMPOS FERMIN M TRUSTEE ETAL
026-020-002	34.00	CAMPOS FERMIN M TRUSTEE ETAL
030-062-015	4.37	CHADWICK & LAILA BURGDORFF
030-112-010	70.73	CHADWICK & LAILA BURGDORFF
021-140-016	37.72	CLAYTON G & PAULETTE R HAYNES TRUSTEE
022-150-002	231.42	COSTA VIEW FARMS #2

022-150-006	128.62	COSTA VIEW FARMS #2
022-150-007	82.95	COSTA VIEW FARMS #2
022-150-016	172.05	COSTA VIEW FARMS #2
022-220-008	126.92	COSTA VIEW FARMS #2
023-190-001	78.49	COSTA VIEW FARMS #2
023-190-002	231.31	COSTA VIEW FARMS #2
023-200-002	314.56	COSTA VIEW FARMS #2
023-250-006	29.72	COSTA VIEW FARMS #2
023-250-007	225.06	COSTA VIEW FARMS #2
023-260-001	288.7	COSTA VIEW FARMS #2
043-030-026	181.68	COSTA VIEW FARMS #2
043-041-003	306.11	COSTA VIEW FARMS #2
026-020-003	103.28	CREEKSIDE LAND CO LLC
026-030-002	239.65	CREEKSIDE LAND CO LLC
026-080-002	321.05	CREEKSIDE LAND CO LLC
026-090-001	636.97	CREEKSIDE LAND CO LLC
026-140-002	134.3	CREEKSIDE LAND CO LLC
026-150-001	120.84	CREEKSIDE LAND CO LLC
030-032-019	89.60	DENISE MARTIN TRUSTEE-HIDDEN RIVER RANCH
030-112-012	39.39	DURHAM GROVES LP
030-080-003	320.81	FAGUNDES
030-090-003	318.17	FAGUNDES
030-130-006	2.5	FAGUNDES
030-130-007	2.5	FAGUNDES
030-130-019	2.76	FAGUNDES
030-130-026	2.76	FAGUNDES
030-130-029	10.79	FAGUNDES
030-130-031	19.6	FAGUNDES
030-130-032	16.04	FAGUNDES
030-130-033	18.8	FAGUNDES
030-130-035	38.9	FAGUNDES
030-130-036	30.55	FAGUNDES
030-130-037	2.76	FAGUNDES
030-130-038	4.84	FAGUNDES
030-130-039	11.1	FAGUNDES
030-130-040	323.45	FAGUNDES
030-140-003	2.5	FAGUNDES

030-140-004	5	FAGUNDES
030-140-007	38.8	FAGUNDES
030-140-008	38.77	FAGUNDES
030-140-011	41	FAGUNDES
030-140-012	39.8	FAGUNDES
030-140-013	40.1	FAGUNDES
030-140-014	375.9	FAGUNDES
022-130-006	166.29	FARMERS INTERNATIONAL INC
022-140-005	15.27	FARMERS INTERNATIONAL INC
022-200-005	160	FARMERS INTERNATIONAL INC
022-210-006	81.6	FARMERS INTERNATIONAL INC
022-210-009	151.08	FARMERS INTERNATIONAL INC
020-032-015	104.6	FRANK COELHO & SONS
030-161-001	318.48	GARY & MARCIA SCHUH
030-031-017	199.51	GERALD CEDERQUIST & KATHLEEN SUDA TRUST
030-032-011	96	GERALD CEDERQUIST & KATHLEEN SUDA TRUST
030-032-015	12.42	GERALD CEDERQUIST & KATHLEEN SUDA TRUST
030-112-006	36.56	GREENWORK FARMS LLC
022-060-002	6.29	GREGORY & JENNIFER HOOKER
022-070-005	170.53	GREGORY & JENNIFER HOOKER
022-070-006	181.67	GREGORY & JENNIFER HOOKER
020-100-015	7.88	HARRIS FARMS LP
020-100-031	65.68	HARRIS FARMS LP
020-100-037	352.84	HARRIS FARMS LP
020-100-038	50.34	HARRIS FARMS LP
020-100-039	11.77	HARRIS FARMS LP
030-120-023	9.75	HERITAGE ORCHARDS LLC
021-140-017	86.28	HOOKER RANCH LP
021-140-042	40.27	HOOKER RANCH LP
021-140-044	89.71	HOOKER RANCH LP
022-050-005	81.01	HOOKER RANCH LP
022-050-007	278.8	HOOKER RANCH LP
022-060-004	4.4	HOOKER RANCH LP
022-060-006	595.65	HOOKER RANCH LP
022-070-001	269.32	HOOKER RANCH LP
022-070-008	24.17	HOOKER RANCH LP
022-080-002	282.89	HOOKER RANCH LP

043-030-020	255.49	IEST FAMILY FARMS
043-042-001	632.92	IEST FAMILY FARMS
043-083-005	13.3	IEST FAMILY FARMS
043-091-006	589.94	IEST FAMILY FARMS
026-010-002	222	JENNIFER BLISS ETAL
022-200-007	25	KARUN SAMRAN
043-023-005	55	KARUN SAMRAN
043-024-005	160	KARUN SAMRAN
043-024-006	158.79	KARUN SAMRAN
043-030-015	13.52	KARUN SAMRAN
043-030-029	79.02	KARUN SAMRAN
043-030-030	85.79	KARUN SAMRAN
043-073-003	158.79	KARUN SAMRAN
043-073-011	99.07	KARUN SAMRAN
043-073-012	58.61	KARUN SAMRAN
030-062-018	24	KILLADA PISTACHIO GROVES
030-042-010	76.4	LAURIE KUBICEK TRUSTEE
023-190-005	291.9	MICHAEL & ANDREA MCREE TRUSTEE
023-200-001	305.71	MICHAEL & ANDREA MCREE TRUSTEE
020-031-004	334.88	MICHAEL & WENDY VANDER DUSSEN
020-130-008	76.37	N&W LAND CO LLC
020-130-012	561.28	N&W LAND CO LLC
027-040-014	38.6	PACIFIC ORCHARDS LLC
027-040-017	478.02	PACIFIC ORCHARDS LLC
030-161-003	79.75	PACIFIC ORCHARDS LLC
030-062-017	20	PERALTA PISTACHIO GROVES
030-070-029	331.08	RICHARD & JANIS DE BENEDETTO TRUSTEE
030-120-017	38.87	RICHARD & JANIS DE BENEDETTO TRUSTEE
030-120-033	38.2	RICHARD & JANIS DE BENEDETTO TRUSTEE
030-161-004	79.75	RICHARD JURA TRUSTEE
030-161-005	79.75	RICHARD JURA TRUSTEE
030-161-006	79.75	RICHARD JURA TRUSTEE
043-075-006	238.8	SAMAR PISTACHIO RANCH
020-160-002	110.96	SAMARA RANCHES MADERA LLC
021-070-017	211.04	SAMARA RANCHES MADERA LLC
021-070-031	19.73	SAMARA RANCHES MADERA LLC
030-010-006	106.87	SAN JOAQUIN FIGS INC

030-050-007	140.00	SAN JOAQUIN FIGS INC
030-112-011	39.39	SANTA FE GROVES LP
030-112-013	47.99	SANTA FE GROVES LP
020-160-014	234.82	SCOTT WICKSTROM
021-070-011	7.38	SCOTT WICKSTROM
021-070-026	3.14	SCOTT WICKSTROM
030-061-003	36.66	SEQUOIA HOLDING INC
021-140-005	36.93	SHAWN & MIRANDA DILL TRUSTEE
021-140-006	61.44	SHAWN & MIRANDA DILL TRUSTEE
030-061-016	37.2	SHAWN COBURN TRUSTEE
030-061-017	38.21	SHAWN COBURN TRUSTEE
043-025-002	160.08	SOHAN & MANDEEP SAMRAN TRUST
043-026-002	320.16	SOHAN & MANDEEP SAMRAN TRUST
043-092-006	414.2	TRI IEST DAIRY
043-073-006	80	VERWEY INV LP
043-074-003	120	VERWEY INV LP
043-075-005	158.8	VERWEY INV LP
043-076-003	238.2	VERWEY INV LP
043-083-001	539.75	VERWEY INV LP
043-083-002	19.2	VERWEY INV LP
043-091-004	1.84	VERWEY INV LP
043-091-005	6.89	VERWEY INV LP
043-074-004	200	WILLIAM LITTLETON JR
043-076-005	397	WILLIAM LITTLETON JR
	23,971.38	Total Acreage

Item 9.c

BOARD OF SUPERVISORS
COUNTY OF MADERA

Agendas available: www.MaderaCounty.com
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MEMBERS OF THE BOARD

JORDAN WAMHOFF, District No. 1
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BOBBY MACAULAY, District No. 5

ROBERT MACAULAY, CHAIR
KAREN SCRIVNER, CHIEF CLERK TO THE BOARD

BOARD LETTER & MINUTE ORDER

MEETING DATE: April 14, 2026

AGENDA #

DEPARTMENT:
BOS-015644: BOARD OF DIRECTORS GROUNDWATER SUSTAINABILITY AGENCY/WATER & NATURAL RESOURCES DEPARTMENT

DEPARTMENT CONTACT:	**PLACEMENT**	**DOC. ID #**
Mayumi Ploszaj	DISCUSSION	BOS-015644

PREVIOUS BOARD ACTION(S):
RES NO. 2025-141, RES NO. 2026-017

BOARD ACTING AS:	**VOTE REQ.**
BOARD OF DIRECTORS GROUNDWATER SUSTAINABILITY AGENCY	3/5

This Section is reserved for Clerk of the Board's Office Use Only

BOARD'S ACTION:

COTB – Choose Motion Result.
COTB – Enter Vote Results.

Processed By: Clerk Name – COTB Use Only.

RECOMMENDED ACTION:

Discussion and consideration to adopt a Resolution amending the Domestic Well Mitigation Program for the Madera Subbasin.

BACKGROUND SUMMARY / FISCAL IMPACT:

DISCUSSION:

The Domestic Well Mitigation Program (Program) was developed as part of the implementation of the Groundwater Sustainability Plan for the Madera Subbasin. The Program is intended to provide assistance to domestic well owners whose wells have been impacted by declining groundwater levels attributable to basin overdraft. The Board previously adopted Program rules and eligibility criteria to establish a transparent and consistent framework for determining eligibility, processing applications, and coordinating mitigation activities for affected domestic well users.

As part of Program implementation, the Board authorized the Director to approve mitigation projects that meet the Program criteria with individual project costs not to exceed $35,000. The $35,000 cap was originally intended to reflect the estimated cost of installing a replacement domestic well and was used as a planning-level estimate for Program budgeting and fee development. The cap originally covered only the drilling and casing installation.

During early Program outreach and engagement with potential applicants, staff received feedback from residents indicating that several necessary items associated with installing and operating a replacement domestic well were not covered under the original $35,000 cap. In many cases, applicants expressed concern that they would not be able to afford the additional costs required to fully restore domestic water service if those items remained outside the Program funding limit. This feedback highlighted that, while the drilling and installation of the well itself may fall within the estimated cost range, additional components necessary to bring water to the home could create a financial barrier for affected residents.

In response to this feedback, staff is recommending an adjustment to the Program approach so that the $35,000 project cap includes all reasonable components necessary to restore domestic water service to the residence. Under the original approach, the estimated $35,000 cost largely reflected the drilling of the well and installation of the casing, with several other necessary components excluded from the project cost. Through discussions with potential applicants, it became clear that limiting the Program to those items alone would leave many households responsible for additional costs required to make the well operational.

Under the revised approach, the $35,000 cap will remain in place; however, the cap will now include the reasonable components necessary to complete and operate a new replacement domestic well.

Program costs will continue to be managed carefully to ensure that funds are used only for items directly related to restoring domestic water service to the residence. When appropriate, parts from the existing well will be reused on the new well installed under

this Program. Additionally, 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), will not be eligible for Program funding. All work will be coordinated and performed by contractors authorized by the Program. If a homeowner independently performs, hires a contractor, or subcontractor not authorized by the County GSA to perform any portion of the well installation or related services, those costs will not be covered under the Program.

This revised approach maintains the fiscal discipline of the existing project cap while ensuring that the Program can realistically restore domestic water service for eligible households. The recommendation reflects feedback received from potential applicants and is intended to remove financial barriers that could otherwise prevent residents from accessing the Program, while continuing to focus Program resources on the core objective of restoring a reliable domestic water supply.

FISCAL IMPACT:

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

CONNECTION TO THE COUNTY OF MADERA STRATEGIC PLAN:

STRATEGIC FOCUS AREAS
- Focus Area 6: Infrastructure

ATTACHMENTS:

1. Resolution 2025-141.pdf
2. Resolution 2026-017.pdf
3. DWM Resolution Amendment.pdf

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

In the Matter of	)	Resolution No.: 2025 - 141
	)	
GROUNDWATER SUSTAINABILITY AGENCY	)	RESOLUTION ADOPTING 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 $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, the Domestic Well Mitigation Program, attached hereto as Exhibit "A" and incorporated herein by reference, establishes eligibility, funding, and procedures for domestic well mitigation in the Madera Subbasin; 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.

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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 Board of Directors directs that a Notice of Exemption be filed with the County Clerk in accordance with the CEQA Guideline.

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

The foregoing Resolution was adopted this 9TH day of DECEMBER, 2025, 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

By Rebecca D. Wilson

Digitally signed by: Rebecca D. Wilson
DN: CN = Rebecca D. Wilson email = rwilson@lozanosmith.com C = US O = LOZANO SMITH
Date: 2025.11.07 09:13:03 -08'00'

4909-7875-6472, v.1

EXHIBIT A

10b. with correction

Item 9.c

MADERA COUNTY GSA
Domestic Well Mitigation Program

Program Overview

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

Program Rules

Eligibility

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

Qualifications

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

Funding

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

Mitigation Frequency

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

Process

1. Apply: Complete and sign the application and submit a $100 refundable deposit.
2. Assessment: The Madera County GSA or its agents will conduct a well assessment.
3. Approval: If the well qualifies, a qualified well driller will be selected using a selection method approved by the GSA.
4. Payment: The GSA will issue payment consistent with the contract or agreement governing the mitigation work, which may involve direct payment to the driller or the landowner.
5. Record: After completion, the mitigation record is filed on the property deed with repayment terms.

Madera Subbasin – Domestic Well Mitigation Program Application

This application is for property owners seeking financial assistance through the Madera Subbasin Domestic Well Mitigation Program. Completion of this form does not guarantee eligibility or funding. It is the first step in the review and assessment process.

Application Instructions

- The property owner of record (Applicant) must complete this form.
- Submitting this application initiates the review process only. Eligibility verification, documentation, and an on-site assessment will be required before approval.
- A non-refundable application fee of $100 must accompany the submission. If approved for mitigation funding, this fee will be reimbursed.
- After submission, the Program Manager will contact the Applicant to schedule an initial well assessment.

Applicant Information

Name:

Mailing Address:

Property Address:

Primary Phone:

Secondary Phone:

Email:

Property Information

Parcel Number (XXX-XX-XXX):

(You can find your parcel number on the Madera County Address Locator website: https://www.maderacounty.com/government/geographic-information-system-gis)

Number of Occupants:

Do you live on the property? ☐ Yes ☐ No

Is the well's primary purpose for domestic use? ☐ Yes ☐ No

Have you participated in this program previously for this well? ☐ Yes ☐ No

Well Information

Please complete the following well information section to the best of your ability. Lack of well information will not automatically disqualify you from this program. Well information

may be found at the following resources:
• California Department of Water Resources – Online Well Completion Report Portal: https://wellcompletionrecords.water.ca.gov/
• Madera County Environmental Health – Water Well Program: (559) 675-7823
• Your well/pump maintenance company

Well Status (☐ Producing ☐ Low Producing ☐ Not Producing)

Depth of Well (ft):

Depth to Water (ft):

Age of Well (years):

Pump Capacity (GPM):

Primary Reason for Current or Anticipated Well Failure:

Groundwater Conditions (Static / Pumping Level):

Casing Material:

Casing Diameter (in):

Depth to Bottom (ft):

Supporting Documentation

☐ Well Completion Report (if available)

☐ Water Level Records

☐ Water Quality Reports or Lab Results

☐ Photographs of Well Site

☐ Records of Prior Mitigation or Repairs

☐ Other: _____

Certification and Agreement

By signing below, I certify that the information provided in this application is true and accurate to the best of my knowledge. I understand that submission of this form does not guarantee funding and agree to pay the $100 application fee required for eligibility review. If approved, this fee will be reimbursed.

Property Owner's Signature: _____

Date: _____

Submission Instructions

Submit the completed application and $100 fee to the Madera Subbasin GSA Program Manager. Applications may be submitted in person or by mail. Incomplete applications will not be reviewed.

Item 9.c

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

In the Matter of	)	Resolution No.: 2026 - 017
	)	
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 $246 per acre of land enrolled in the Allocation Approach ("Enrolled Acre"), to provide funds sufficient for the County GSA to cover the costs of implementing GSP projects, including the Domestic Well Mitigation Program;

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

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

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

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

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

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

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

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

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

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

WHEREAS, this Resolution is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines sections 15307 (action of regulatory agency to protect natural resources), 15308 (action of a regulatory agency to protect the environment), and 15061(b)(3) (the "common sense" exemption where a project is exempt if it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment).

//

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

1. The recitals set forth above are found to be true and correct and are incorporated herein by reference.

2. The amendment Madera Subbasin Domestic Well Mitigation Program for the Madera County GSA in the Madera Subbasin, attached hereto as Exhibit "A" is hereby approved and adopted.

3. That the Director of Water and Natural Resources is hereby authorized and directed to act on behalf of County GSA in connection with the County GSA's Madera Subbasin Domestic Well Mitigation Program, and to enter into, execute, and deliver any and all documents required or deemed necessary for the implementation of the Madera Subbasin Domestic Well Mitigation Program as amended herein including but not limited to execution of a grant agreement between the County GSA and the landowner in a form approved by County Counsel.

4. The Board of Directors directs that a Notice of Exemption be filed with the County Clerk in accordance with the CEQA Guideline.

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Item 9.c

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

The foregoing Resolution was adopted this 10TH day of FEBRUARY, 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

By Rebecca Wilson

Digitally signed by: Rebecca Wilson
DN: CN = Rebecca Wilson email = rwilson@lozanosmith.com C = US O = LOZANO SMITH
Date: 2026.01.30 16:08:21 -08'00'

4927-4468-3404, v. 1

EXHIBIT A

MADERA COUNTY GSA
Domestic Well Mitigation Program

Program Overview

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

Program Rules

Eligibility

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

Qualifications

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

Funding

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

Mitigation Frequency

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

Process

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

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

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

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

In the Matter of GROUNDWATER SUSTAINABILITY AGENCY	Resolution No. _____ RESOLUTION AMENDING DOMESTIC WELL MITIGATION PROGRAM FOR THE MADERA SUBBASIN

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;

Item 9.c

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 "Sustainable Yield" (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 $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 including eligibility, funding, and procedures for domestic well mitigation in the Madera Subbasin;

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

WHEREAS, this Resolution is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines sections 15307 (action of regulatory agency to protect natural resources), 15308 (action of a regulatory agency to protect the environment), and 15061(b)(3) (the "common sense" exemption where a project is exempt if it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment).

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

1. The recitals set forth above are found to be true and correct and are incorporated herein by reference.

2. The amendment Madera Subbasin Domestic Well Mitigation Program for the Madera County GSA in the Madera Subbasin, attached hereto as Exhibit "A" is hereby approved and adopted.

3. That the Director of Water and Natural Resources is hereby authorized and directed to act on behalf of County GSA in connection with the County GSA's Madera Subbasin Domestic Well Mitigation Program, and to enter into, execute, and deliver any and all documents required or deemed necessary for the implementation of the Madera Subbasin Domestic Well Mitigation Program as amended herein including but not limited to execution of a grant agreement between the County GSA and the landowner in a form approved by County Counsel.

4. The Board of Directors directs that a Notice of Exemption be filed with the County Clerk in accordance with the CEQA Guideline.

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Item 9.c

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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

Nick Clair

Digitally signed by: Nick Clair
DN: CN = Nick Clair email = nclair@lozanosmith.com C = US O = Lozano Smith
Date: 2026.03.20 16:38:21 -07'00'

By_____

Item 9.c

Exhibit A

MADERA COUNTY GSA
Domestic Well Mitigation Program

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

Program Rules

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

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

Funding
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 may be used for the installation of a new replacement domestic well or connection to a community water system. Funding shall be used for all reasonable components necessary to establish a new functioning domestic well 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:

Authorized

Item 9.c

- 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 per eligible property. Any costs exceeding this amount shall be the responsibility of the landowner.

If the home is sold within one year, 100% of Program costs up to $35,000 must be repaid; if sold within one to two years, 50% of costs up to $17,500 must be repaid.

Mitigation Frequency

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

Process

1. Apply: Complete and sign the application and submit a $100 deposit that will be credited towards 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. Two (2) bids must be from the Madera County GSA qualified well driller list. The County GSA will approve one of the bids and authorize work to begin.
4. Payment: The GSA will advance the landowner up to $35,000 in eligible costs on a schedule deemed appropriate by the GSA. At completion the landowner must provide sufficient documentation to support the amount advanced by the GSA.
5. Record: After completion, the mitigation record will be filed on the property deed with agreement terms.

Item 9.c