

**MEMORANDUM OF UNDERSTANDING BETWEEN VALLEY WATER COLLABORATIVE AND
GROUNDWATER SUSTAINABILITY AGENCIES IN THE DELTA MENDOTA SUBBASIN**

RECITALS

WHEREAS, the Valley Water Collaborative (VWC) is a nonprofit public benefit corporation created to maintain and improve the quality of life within the Modesto, Turlock, Delta-Mendota, Eastern San Joaquin, Merced, Madera and Yolo groundwater basins/subbasins (collectively referred to as “Region”) located within the Central Valley by providing groundwater testing and free drinking water to residents in the Region who are impacted by nitrate contamination;

WHEREAS, the VWC also seeks to improve the quality of life in the Region by identifying long-term drinking water needs for those in the Region that are impacted by nitrate contamination;

WHEREAS, starting on or about May 8, 2021, the VWC began implementing an Early Action Plan for the Modesto and Turlock subbasins, which advertises widely across the subbasins of the VWC’s willingness to test domestic wells for nitrate, and if the well exceeds the nitrate drinking water standard of 10 mg/L, then the VWC will provide alternative drinking water supplies;

WHEREAS, starting on or about January 1, 2022, the VWC began testing domestic wells in the Modesto and Turlock subbasins for additional contaminants and providing drinking water subject to the terms of an agreement between VWC and the State Water Resources Control Board to administer a Safe and Affordable Funding for Equity and Resilience (SAFER) grant to assist private domestic well owners;

WHEREAS, starting on or about February 28, 2025, VWC expanded its efforts to also implement Early Action Plans in the Delta-Mendota, Eastern San Joaquin, Merced, Madera and Yolo groundwater basins/subbasins and expanded implementation of the SAFER grant to these additional basins/subbasins;

WHEREAS, the VWC’s Early Action Plan efforts in the Delta-Mendota, Eastern San Joaquin, Merced, Madera and Yolo groundwater basins/subbasins offer free domestic well testing to measure nitrate and other contaminant levels in such wells and offers to provide replacement water to those whose wells that exceed the state’s primary maximum contaminant levels for the constituents tested;

WHEREAS, under the VWC’s administrative umbrella there exists a Delta-Mendota Subbasin Advisory Committee;

WHEREAS, in the Delta-Mendota Subbasin, there are 23 individual Groundwater Sustainability Agencies¹ formed under and pursuant to the provisions of the Sustainable Groundwater Management Act (SGMA) (Wat. Code, § 10720 et seq.) that are required to prepare and implement a Groundwater Sustainability Plan that meets the requirements of SGMA;

WHEREAS, the individual GSAs have worked cooperatively to prepare a single GSP that covers the entirety of the Delta-Mendota Subbasin;

WHEREAS, the single GSP finalized in 2024 addresses deficiencies identified by the California Department of Water Resources (DWR) in March of 2023 for the Delta-Mendota Subbasin;

WHEREAS, DWR's determination of inadequacy resulted in transferring primary jurisdiction for review of the single GSP to the State Water Board;

WHEREAS, the 23 GSAs have a shared interest to satisfy the requirements of SGMA and the State Water Board's potentially alleged deficiencies regarding GSP implementation;

WHEREAS, the parties acknowledge and understand that there are legacy groundwater quality issues in the Delta Mendota Subbasin, which already exist and occur independent of the actions of the VWC, the 23 GSAs and implementation of the single GSP or the Management Zone Implementation Plan;

WHEREAS, as part of GSP implementation, the 23 GSAs desire to mitigate the effects that may be felt by domestic water users whose wells are negatively impacted as a result of groundwater levels dropping due to groundwater management in the Delta Mendota Subbasin;

WHEREAS, the 23 GSAs have agreed to implement the Delta-Mendota Subbasin Domestic Well Mitigation Policy; and

WHEREAS, the VWC's Delta-Mendota Advisory Committee and the 23 GSAs desire to coordinate efforts related to testing groundwater quality in domestic wells and for providing replacement water as determined necessary and appropriate.

NOW, THEREFORE, the VWC and the 23 GSAs agree as follows:

AGREEMENT TERMS

¹ The 23 GSAs include the following agencies: Aliso Water District GSA, Central Delta-Mendota GSA, City of Dos Palos GSA, City of Firebaugh GSA, City of Gustine GSA, City of Los Banos GSA, City of Mendota GSA, City of Newman GSA, City of Patterson GSA, County of Madera-3 GSA, DM-II GSA, Farmers Water District GSA, Fresno County Management Area A GSA, Fresno County Management Area B GSA, Grassland GSA, Merced County Delta-Mendota GSA, Northwestern Delta-Mendota GSA, Oro Loma Water District GSA, Patterson Irrigation District GSA, San Joaquin River Exchange Contractors GSA, Turner Island Water District-2 GSA, West Stanislaus Irrigation District GSA 1, and Widren Water District GSA.

1. VWC and the 23 GSAs agree to work collaboratively to avoid duplication of efforts in their respective administration of their programs, including but not limited to: 1) compilation and assessment of groundwater data; 2) groundwater monitoring; 3) testing domestic wells for drinking water constituents of concern; 4) mitigating dry wells; and, 5) providing replacement drinking water.
2. The VWC and the 23 GSAs agree that it is in their mutual interest to ensure that all residents in the Delta-Mendota Subbasin have access to an adequate supply of safe and affordable drinking water.
3. VWC agrees, consistent with its Early Action Plan for the Delta-Mendota Subbasin as approved by the Central Valley Regional Water Quality Control Board's (Central Valley Water Board) Executive Officer on February 25, 2025 , to conduct outreach to residents within the Delta-Mendota Subbasin to offer free domestic well testing for nitrate and other contaminants and will provide replacement water to residents if the domestic well exceeds the primary contaminate level for nitrate, and may provide replacement water to residents based on eligibility if the domestic well exceeds primary drinking water standards for other contaminants but not nitrate.
4. VWC agrees that as part of its Early Action Plan outreach efforts, VWC will provide residents throughout the Delta-Mendota Subbasin with information regarding the 23 GSAs Delta-Mendota Subbasin Domestic Well Mitigation Policy as long as such information is provided to the VWC for dissemination.
5. The 23 GSAs agree to identify a single point of contact for the VWC for cooperation and collaboration associated with its Domestic Well Mitigation Policy.
6. VWC agrees that if VWC, during the normal course of implementing its Early Action Plan in the Delta-Mendota Subbasin, encounters a dry well that may be eligible for mitigation under the 23 GSAs Delta-Mendota Subbasin Domestic Well Mitigation Policy, VWC will notify the contact person identified by the 23 GSAs of the dry well and will provide the resident with referral information from the 23 GSAs of the resident's options for seeking mitigation under the Delta-Mendota Subbasin Domestic Well Mitigation Policy.
7. The 23 GSAs agree that if a domestic well is eligible for mitigation pursuant to their Domestic Well Mitigation Policy, the 23 GSAs, in accordance with their Domestic Well Mitigation Policy, will take all reasonable efforts to install a replacement well that is perforated at a level where groundwater meets primary drinking water standards if installation of a replacement well is the chosen mitigation measure.
8. The 23 GSAs agree that if a replacement well is provided through the Domestic Well Mitigation Policy, the GSAs will test water from the well to determine if it exceeds drinking water standards. If the well exceeds the nitrate drinking water standard, the identified

single point of contact will work with the VWC to ensure that replacement water is provided to the residents that rely on the well in question.

9. The VWC and the 23 GSAs agree that it is their intent to develop a future agreement, or amendments to this agreement, whereby the 23 GSAs may contribute annually to the VWC to provide funding to the VWC to cover costs incurred specifically within the Delta-Mendota Subbasin for well testing and replacement water that may be associated with implementation of the single GSP for the Delta-Mendota Subbasin.
10. The 23 GSAs agree to provide the VWC with groundwater well data and information compiled by the GSAs to assist the VWC in its development of a Preliminary Management Zone Implementation Plan, and future plans as appropriate and applicable.
11. The VWC and the 23 GSAs agree to work collaboratively in the development of their monitoring well networks to ensure that there are not duplicative monitoring efforts and to share monitoring results of wells monitored so that each program enhances the other's well monitoring program rather than duplicating such programs.

IN WITNESS WHEREOF, the VWC and the 23 GSAs have executed this Memorandum of Understanding as of the Effective Date.

Dated: _____

ALISO WATER DISTRICT GSA

Print Name: _____

Print Title: _____

Dated: _____

CENTRAL DELTA-MENDOTA GSA

Print Name: _____

Print Title: _____

Dated: _____

CITY OF DOS PALOS GSA

Print Name: _____

Print Title: _____

Dated: _____

CITY OF FIREBAUGH GSA

Print Name: _____

Print Title: _____

Dated: _____

CITY OF GUSTINE GSA

Print Name: _____

Print Title: _____

Dated: _____

CITY OF LOS BANOS GSA

Print Name: _____

Print Title: _____

Dated: _____

CITY OF MENDOTA GSA

Print Name: _____

Print Title: _____

Dated: _____

CITY OF NEWMAN GSA

Print Name: _____

Print Title: _____

Dated: _____

CITY OF PATTERSON GSA

Print Name: _____

Print Title: _____

Dated: _____

COUNTY OF MADERA-3 GSA

Print Name: _____

Print Title: _____

Dated: _____

COUNTY OF MERCED DELTA-MENDOTA GSA

Print Name: _____

Print Title: _____

Dated: _____

DM II GSA

Print Name: _____

Print Title: _____

Dated: _____

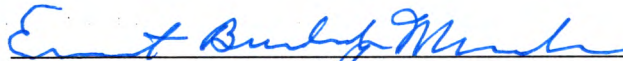
FARMERS WATER DISTRICT GSA

Print Name: _____

Print Title: _____

Dated: _____

FRESNO COUNTY MANAGEMENT AREA A GSA

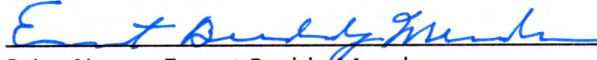


Print Name: Ernest Buddy Mendes

Print Title: Chairman of the Board of Supervisors
of the County of Fresno

Dated: _____

FRESNO COUNTY MANAGEMENT AREA B GSA



Print Name: Ernest Buddy Mendes

Print Title: Chairman of the Board of Supervisors
of the County of Fresno

Dated: _____

GRASSLAND GSA

Print Name: _____

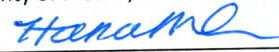
Print Title: _____

ATTEST:

BERNICE E. SEIDEL

Clerk of the Board of Supervisors

County of Fresno, State of California

By  Deputy

Dated: _____

NORTHWESTERN DELTA-MENDOTA GSA

STANISLAUS COUNTY

Print Name: _____

Print Title: _____

APPROVED AS TO FORM

By: _____

MERCED COUNTY

Print Name: _____

Print Title: _____

APPROVED AS TO FORM

By: _____

Dated: _____

ORO LOMA WATER DISTRICT GSA

Print Name: _____

Print Title: _____

Dated: _____

PATTERSON IRRIGATION DISTRICT GSA

Print Name: _____

Print Title: _____

Dated: _____

**SAN JOAQUIN RIVER EXCHANGE CONTRACTORS
WATER AUTHORITY GSA**

Print Name: _____

Print Title: _____

Dated: _____

TURNER ISLAND WATER DISTRICT-2 GSA

Print Name: _____

Print Title: _____

Dated: _____

WEST STANISLAUS IRRIGATION DISTRICT GSA 1

Print Name: _____

Print Title: _____

Dated: _____

WIDREN WATER DISTRICT GSA

Print Name: _____

Print Title: _____