

## **MEMORANDUM OF UNDERSTANDING MONITORING PLAN FOR THE DEEP AQUIFERS**

This Memorandum of Understanding ("MOU") is effective upon the date executed by the last signatory hereto, by and between the MONTEREY COUNTY WATER RESOURCES AGENCY ("MCWRA"), the SALINAS VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY ("SVBGSA"), the MARINA COAST WATER DISTRICT GROUNDWATER SUSTAINABILITY AGENCY ("MCWDGSA"), the SEASIDE GROUNDWATER BASIN WATERMASTER ("SGBW") and the MONTEREY PENINSULA WATER MANAGEMENT DISTRICT ("MPWMD"), all individually referred to as an "AGENCY" and collectively referred to as "AGENCIES".

### **RECITALS**

The Deep Aquifers Study ("Study") was prepared by Montgomery and Associates in April 2024 for the SVBGSA and collaborative funding partners<sup>1</sup> to address crucial questions regarding the geology and hydrogeology of the Salinas Valley's Deep Aquifers and provide a scientific basis for sustainable management.

The Study defines the Deep Aquifers as the water-bearing sediments that are below a relatively continuous aquitard or area of higher clay content encountered between approximately 500 feet and 900 feet below land surface within the portions of the Salinas Valley Groundwater Basin within Monterey County. The relatively continuous high-clay aquitard, or 400/Deep Aquitard, must be below the identified 400-Foot Aquifer or its stratigraphic equivalent, and the sediments must be within the Paso Robles Formation, Purisima Formation, and/or Santa Margarita Sandstone.

As defined in the Study, the Deep Aquifers are present within portions of the 180/400-Ft. Aquifer Subbasin, the Monterey Subbasin, the Seaside Subbasin and the Forebay Subbasin, all located within the Salinas Valley Groundwater Basin;

The Study provided recommendations for the monitoring of the Deep Aquifers, and, in cooperation with the AGENCIES, MCWRA has developed a Monitoring Plan for the Deep Aquifers ("Monitoring Plan") to cover the entire Deep Aquifers extent across multiple groundwater management jurisdictions. The Monitoring Plan considers and includes monitoring activities that are already being conducted and data that is collected by the AGENCIES and will be evaluated annually to consider future actions.

Monitoring, data collection, reporting, and sharing of information among AGENCIES are essential activities that support sound and sustainable groundwater management decisions. Each AGENCY party to this MOU relies upon the monitoring activities of other AGENCIES to help inform groundwater management decisions within each AGENCY'S jurisdiction that affects the shared Deep Aquifers resource. In addition, the County of Monterey is responsible for land use decisions in unincorporated areas, and its Health Department is responsible for the permitting for

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<sup>1</sup> The Deep Aquifers Study collaborative funding partners were SVBGSA, MCWRA, MCWDGSA, County of Monterey, Alisal Water Company, California Water Service, Castroville Community Services District, City of Salinas, and Irrigated Agriculture.

construction, repair, destruction, and reconstruction of wells. Each can also benefit from the Monitoring Plan and collaboration envisioned by this MOU.

## **AGREEMENT**

### **1) Monitoring Program.**

- a) Each AGENCY, through its individual and independent authorities, agrees to cooperate with the implementation of a Monitoring Plan, as it may be revised from time to time through this MOU, to improve understanding and inform management decisions affecting the shared Deep Aquifers resource;
- b) In the Monterey Subbasin Marina-Ord Management Area and within MCWDGSA's jurisdiction, MCWDGSA will collect Deep Aquifers data and share that data with MCWRA in a readily accessible format at least annually;
- c) In the Seaside subbasin and within SGBW's jurisdiction, the SGBW will collect Deep Aquifers data and share that data with MCWRA by including it in its Seawater Intrusion Analysis Reports, which are posted to SGBW's website at least annually;
- d) In the Seaside Groundwater Basin and within MPWMD's jurisdiction, MPWMD will collect Deep Aquifers data and share that data with MCWRA in a readily accessible format at least annually;
- e) Within SVBGSA areas of jurisdiction, MCWRA will collect Deep Aquifers data as part of the Groundwater Monitoring Program; and
- f) MCWRA will compile the data and make it available to the AGENCIES as requested for annual reporting or other purposes related to implementation of Groundwater Sustainability Plans or similar groundwater management activities in the adjudicated Seaside Basin.

### **2) Term.**

- a) This MOU shall go into effect upon the date executed by the last signatory hereto, and shall remain in effect until withdrawal of the second to last AGENCY, per section 4 of this MOU.
- b) Prior to the start of each water year (October 1), the AGENCIES will convene to review the efficacy of the Monitoring Plan and make recommended changes, if any, to the data collection, sharing, and/or reporting for the upcoming year, by consensus of the participating AGENCIES.

### **3) Monitoring Program Costs.**

- a) The AGENCIES will be responsible for covering the costs of data collection within their respective jurisdictions at no cost to the other AGENCIES.

#### **4) Withdrawal.**

- a) Any AGENCY may withdraw from this MOU for any reason or no reason by giving written notice of termination to the other AGENCIES at least thirty (30) days prior to the effective date of termination, which date shall be specified in any such notice.

#### **5) Indemnification.**

To the fullest extent permitted by law, each AGENCY shall indemnify and hold harmless, but shall have no duty to defend, the other AGENCIES and their directors, officers, employees, and agents from and against third-party Claims to the extent finally determined (by agreement, settlement, or final judgment) to have been caused by that AGENCY's gross negligence or willful misconduct in performing this MOU. No AGENCY shall have any obligation to indemnify or defend against claims arising from another AGENCY's acts or omissions, or from such other AGENCY's review, interpretation, reliance upon, or use of data provided under this MOU. The parties expressly waive any implied duty to defend prior to such final determination and do not intend to expand or waive any immunities, defenses, or limitations of liability available under applicable law.

#### **6) Confidentiality.**

AGENCIES shall comply with all federal, state, and local laws, which provide for the confidentiality of records and other information. AGENCIES shall not disclose any confidential records or other confidential information received from others or prepared in connection with the performance of this MOU, unless specifically permitted to disclose such records or information by law or court order. AGENCIES shall promptly notify other AGENCIES about all requests for disclosure of any such confidential records or information. AGENCIES shall not use any confidential information gained in the performance of this MOU except for the sole purpose of carrying out obligations under this MOU

#### **7) Data Use and Warranty Disclaimer.**

All data exchanged under this MOU is provided AS IS, with no representation or warranty (express or implied) as to accuracy, completeness, currency, merchantability, or fitness for a particular purpose. Each receiving AGENCY is solely responsible for validating and determining the appropriate use of any data it receives.

#### **8) Miscellaneous Provisions.**

- a) Amendment. This MOU may be amended or modified only by an instrument in writing signed by the AGENCIES.
- b) Authority. Any individual executing this MOU on behalf of an AGENCY represents and warrants hereby that he or she has the requisite authority to enter into this MOU on behalf of such party and bind the party to the terms and conditions of this MOU.
- c) Benefit. This MOU shall be binding upon and inure to the benefit of the AGENCIES and their

respective successors, assigns and, if applicable, heirs and administrators.

- d) Counterparts. This MOU may be executed in multiple originals and by counterpart.
- e) Governing Law. This MOU shall be construed under the laws of the State of California.
- f) Headings. The headings in this MOU are for convenience of reference only and are not part of the substance hereof.

IN WITNESS WHEREOF, the parties have executed this MOU on the day and year first written above.

MCWRA

SVBGSA

By: \_\_\_\_\_

By: \_\_\_\_\_

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MCWDGSA

Seaside Watermaster

By: \_\_\_\_\_

By: \_\_\_\_\_

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