

MEMORANDUM OF UNDERSTANDING BETWEEN PARTIES WITHIN THE WYANDOTTE CREEK SUB-BASIN AS RELATED TO THE SUSTAINABLE GROUNDWATER MANAGEMENT ACT

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into on February 21, 2017, by and between the County of Butte ("County" herein), South Feather Water and Power Agency ("Agency" herein) and the City of Oroville ("City" herein), each a "Party" and collectively the "Parties".

WHEREAS, on September 16, 2014, Governor Jerry Brown signed into law Senate Bills 1168 and 1139 and Assembly Bill 1739, known collectively as the Sustainable Groundwater Management Act ("SMGA"); and

WHEREAS, the purpose of SGMA is to create a comprehensive management system in the State of California by creating a structure to manage groundwater at the local level, while providing authority to the State to oversee and regulate, if necessary, the local groundwater management system; and

WHEREAS, SGMA empowers and requires local agencies to develop and adopt Groundwater Sustainability Plans ("GSP") that are tailored to the resources and needs of their communities, provide a buffer against drought and contribute to reliable water supply for the future; and

WHEREAS, Water Code Section 10723.6 authorizes a combination of local agencies overlying a groundwater basin to elect to become a Groundwater Sustainability Agency ("GSA") by using a memorandum of agreement or other agreement; and

WHEREAS, Butte is a local agency qualified to become a GSA because Butte manages water, has a water supply, and has land use responsibilities over a portion of the Wyandotte Sub-basin (Basin Number 5-021-69), DWR Bulletin 118) within the Sacramento Valley Groundwater Basin ("Basin") a DWR-designated medium-priority basin; and

WHEREAS, Agency is a local agency qualified to become a GSA because South Feather manages water and has a water supply which it manages within the Wyandotte Sub-basin; and

WHEREAS, Oroville is a local agency qualified to become a GSA because Oroville has land use responsibilities over a portion of the Wyandotte Sub-basin within the County of Butte; and

WHEREAS, on October 15, 2015, Butte held a public hearing to determine whether to become a GSA and on October 15, 2015, Butte adopted Resolution No. 15-146, electing to become a GSA; and

WHEREAS, on January 7, 2016 Agency held a public hearing to determine whether to become a GSA and on January 7, 2016, South Feather adopted Resolution No. 16-01-01, electing to become a GSA; and

WHEREAS, on January 5, 2016, Oroville held a public hearing to determine whether to become a GSA and on January 5, 2016, Oroville adopted Resolution No. 8452, electing to become a GSA; and

NOW THEREFORE, incorporating the above recitals herein and exhibits attached, it is mutually understood and agreed as follows:

PURPOSE. This MOU is entered into by and between the Parties to facilitate a cooperative and ongoing working relationship **to develop the Wyandotte Creek GSP** that will allow compliance with SGMA and State law, both as amended from time to time. The primary goal of the MOU is to eliminate overlap between the GSAs and to establish a working partnership to move toward a multi-GSA agreement to cover all portions of the Wyandotte Sub-Basin prior to the June 30, 2017 deadline set under SGMA.

To this end, Agency agrees to retract its GSA designation, making the County and the City the exclusive GSAs for the Wyandotte Creek sub-basin. Both County and City will retain their GSA status for the lands within their own jurisdiction. County will take action to retract its overlap with the lands under City's jurisdiction.

Agency agrees to their retraction of GSA designation under SGMA with the following terms as agreed to by both County and City:

- a. No fees, assessments, or other charges pertaining to groundwater management and extraction will be charged by County and City to Agency or Agency's landowners without the prior written consent of Agency.
- b. No groundwater extraction limits will be imposed by County or City on the Agency of its landowners without the written consent of Agency.
- c. No alteration of the current boundaries of the Wyandotte Creek Subbasin or consolidation of the subbasin shall be considered or taken by the County or City without the advance written consent of Agency.
- d. No direct or indirect regulation or interference with the surface water rights or groundwater rights of the Agency or the landowners within the Agency shall be taken by County or City without the written consent of Agency.

In exchange for these terms, Agency agrees to the following terms:

- a. To support the efforts of the County and the City to obtain grant funding for the development of the GSP for the Wyandotte Creek subbasin.
- b. To provide to County associated data collected by the Agency as related to the sustainability of the subbasin, which will be utilized in the development and implementation of the GSP for the Wyandotte Creek subbasin.

- c. To work cooperatively with County and City in the review and development of the GSP for the Wyandotte Creek subbasin.

All Parties agree that all actions taken and/or contemplated under the GSP will be based on sound groundwater science that will drive the development of the sustainability goals of the basin as outlined under SGMA.

2. **TERM.** This MOU shall remain in effect unless terminated by the mutual consent of the Parties and as allowed by State law.
3. **AMENDING THE MOU.** This MOU and Exhibits hereto may only be amended by a subsequent writing, approved and signed by all Parties.
4. **HOLD HARMLESS.** No Party, not any officer or employee of a Party, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by another Party under or in connection with this MOU

COUNTY OF BUTTE

By: Bill Connelly

DATE: 28 March 2017

CITY OF OROVILLE

By: Linda L. Dahlmeier
Linda L. Dahlmeier, Mayor

DATE: 02.21.2017

SOUTH FEATHER WATER AND POWER

By: Roth T. Mundy

DATE: 3-29-17