

**JOINT EXERCISE OF POWERS AGREEMENT
ESTABLISHING THE WYANDOTTE CREEK GROUNDWATER SUSTAINABILITY
AGENCY**

This JOINT EXERCISE OF POWERS AGREEMENT (“Agreement”) establishing the Wyandotte Creek Groundwater Sustainability Agency is made and entered into and effective upon the date when the last Member Agency signs this Agreement (“Effective Date”) by and among the public agencies listed on the attached Exhibit A (Members) for the purpose of forming a Groundwater Sustainability Agency (“GSA”) and achieving groundwater sustainability in the Wyandotte Creek Groundwater Subbasin (“Basin”).

Recitals

WHEREAS, in the fall of 2014, the California legislature adopted, and the Governor signed into law, three bills (SB 1168, AB 1739, and SB 1319) collectively referred to as the “Sustainable Groundwater Management Act” (“SGMA”), that initially became effective on January 1, 2015, and that has been amended from time-to-time thereafter; and

WHEREAS, the stated purpose of SGMA, as set forth in California Water Code section 10720.1, is to provide for the sustainable management of groundwater basins at a local level by providing local groundwater agencies with the authority, and technical and financial assistance necessary, to sustainably manage groundwater; and

WHEREAS, SGMA requires the designation of Groundwater Sustainability Agencies (“GSAs”) for the purpose of achieving groundwater sustainability through the adoption and implementation of Groundwater Sustainability Plans (“GSPs”) or an alternative plan for all medium and high priority basins as designated by the California Department of Water Resources (“DWR”); and

WHEREAS, Pursuant to Article 6.1 and 6.2 of this agreement, each Member is a local agency, as defined by SGMA (Division 2, Part 2.74 (commencing with §10720), Part 5 (commencing with §4999), Part 5.1 (commencing with §5100) and Part 5.2 (commencing with §5200) of the California Water Code Section *et seq.*; “SGMA”), duly organized and existing under and by virtue of the laws of the State of California, and each Member has water supply, water management or land use responsibilities within the Wyandotte Creek Subbasin, which is designated basin number 5-021.69 in the DWR Bulletin Number 118 (update 2016); and

WHEREAS, Section 10720.7 of SGMA requires all basins designated as high or medium priority basins by the Department of Water Resources (“DWR”) in its Bulletin 118 be managed under groundwater sustainability plans or coordinated groundwater sustainability plans pursuant to SGMA; and

WHEREAS, The Members have determined that the sustainable management of the Basin pursuant to SGMA may best be achieved through the cooperation of the Members operating through a joint powers agency; and

WHEREAS, in order to promote efficiency and sharing of resources, the Members, individually and collectively, encourage coordination; and

WHEREAS, the Joint Exercise of Powers Act (Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the California Government Code; the “Act”), authorizes two or more public agencies to, by agreement, jointly exercise any power held in common by agencies entering into such an agreement and to exercise additional powers granted under the Act; and

WHEREAS, based on the foregoing legal authority, the Members desire to create a joint powers agency for the purpose of taking all actions deemed necessary by the joint powers agency to ensure sustainable management of the Basin as required by SGMA; and

WHEREAS, the governing board of each Member has determined it to be in the Member’s best interest and in the public interest that this Agreement be executed;

NOW THEREFORE, in consideration of the matters recited and the mutual promises, covenant, and conditions set forth in this Agreement, the Members hereby agree as follows:

TERMS OF AGREEMENT

ARTICLE 1. DEFINITIONS

As used in this Agreement, unless context requires otherwise, the meanings of the terms set forth below shall be as follows:

1.1. “Act” means the Joint Exercise of Powers Act, set forth in Chapter 5 of Division 7 of Title 1 of the Government Code, sections 6500, *et seq.*, including all laws supplemental thereto.

1.2. “Agency” means the Wyandotte Creek Groundwater Sustainability Agency.

1.3. “Agreement” means this joint powers agreement, which creates the Wyandotte Creek Groundwater Sustainability Agency.

1.4. “Basin” means the Wyandotte Creek Subbasin, as shown on the map attached to this Agreement as Exhibit B, which is incorporated herein by this reference, as attached hereto and incorporated herein by this reference.

1.5. “Board of Directors” or “Board” means the governing body of the Agency as established by Article 7 of this Agreement.

1.6. “Board Member” or “Director” shall mean a member of the Agency’s Board of Directors.

1.7. “Committee” shall mean any committee established pursuant to Article 11 of this Agreement.

1.8. “Effective Date” means the date on which the last Member executes this Agreement.

1.9. “Fiscal Year” means July 1 through June 30.

1.10. "GSA" shall mean a groundwater sustainability agency.

1.11. "GSP" shall mean a groundwater sustainability plan.

1.12. "Management Area" refers to an area within a basin for which a GSP may identify different minimum thresholds, measurable objectives, monitoring, and projects and actions based on unique local conditions. The GSP must describe each Management Area, including rationale for approach and demonstrate it can be managed without causing undesirable results out of the Area.

1.13. "Member" has the meaning assigned to it in the Preamble and further means each party to this Agreement that satisfies the requirements of section 6.1 of this Agreement, including any new members as may be authorized by the Board pursuant to Section 6.2 of this Agreement.

1.14. "Member Director" means a director or alternate director appointed by a Member pursuant to Article 7 of this Agreement.

1.15. "Member's Governing Body" means the board of directors or other voting body that controls the individual public agencies that are Members.

1.16. "SGMA" has the meaning assigned to it in the first Recital of the Agreement.

1.17. "Special Project" means a project undertaken by some, but not all Members of the Agency, pursuant to Article 14 of this Agreement.

1.18. "Stakeholder Director" means a Director appointed pursuant to Article 7 that represents stakeholder interests.

1.19. "State" means the State of California.

1.20. "DWR" means the California Department of Water Resources.

ARTICLE 2. THE AGENCY

2.1. Upon the effective date of this Agreement, Wyandotte Creek Groundwater Sustainability Agency ("Agency") is hereby created. Pursuant to the provisions of the Act, the Agency shall be a public agency separate from its Members.

2.2. The boundaries of the Agency shall be as shown on the map on Exhibit B, which is attached to this Agreement and incorporated herein by this reference. The boundary will reflect the most recent Bulletin 118 boundaries as they become available.

ARTICLE 3. PURPOSE OF THE AGENCY

3.1. The purpose of this Agreement is to create a joint powers agency (Agency) separate from its Members that elects to be the GSA for the entire Basin. The purpose of the Agency is to (a) develop, adopt, and implement a GSP for the Basin in order to implement

SGMA requirements and achieve the sustainability goals outlined in SGMA; and (b) involve the public and area stakeholders through outreach and engagement in developing and implementing the Wyandotte Creek Subbasin GSP.

ARTICLE 4. TERM

4.1. This Agreement shall become effective upon execution by each of the Parties and shall continue in full force and effect until terminated pursuant to the provisions of Article 17.

4.2. By execution hereof, each Member certifies and declares that it is a legal entity that is authorized to be a party to a joint exercise of powers agreement and to contract with each other for the joint exercise of a common power under Article 1, Chapter 5, Division 7, Title 1 of the Government Code, commencing with section 6500 or other applicable law including but not limited to California Water Code § 10720.3(c).

ARTICLE 5. POWERS OF THE AGENCY

5.1 Powers. The Agency shall possess the ability to exercise those powers specifically granted by the Act and SGMA. Additionally, the Agency shall possess the ability to exercise the common powers of its Members related to the purposes of the Agency, including, but not limited to, the following:

- 5.1.1 To designate itself as the exclusive GSA for the Basin pursuant to SGMA.
- 5.1.2 To develop, adopt and implement a GSP for the Basin pursuant to SGMA.
- 5.1.3 To adopt rules, regulations, policies, bylaws and procedures governing the operation of the Agency and adoption and implementation of a GSP for the Basin.
- 5.1.4 To adopt ordinances within the Basin consistent with the purpose of the Agency as necessary to implement the GSP and otherwise meeting the requirements of the SGMA.
- 5.1.6 To obtain legal, financial, accounting, technical, engineering, and other services needed to carry out the purposes of this Agreement.
- 5.1.7 To perform periodic reviews of the GSP including submittal of annual reports.
- 5.1.8 To require the registration and monitoring of wells within the Basin.
- 5.1.9 To issue revenue bonds or other appropriate public or private debt and incur debts, liabilities or obligations.
- 5.1.10 To exercise the powers permitted under Government Code section 6504 or any successor statute.

- 5.1.11 To levy taxes, assessments, charges and fees as provided in SGMA or otherwise provided by law.
- 5.1.12 To regulate and monitor groundwater extractions within the Basin as permitted by SGMA, provided that this Agreement does not extend to a Member's operation of its systems to distribute water once extracted or otherwise obtained, unless and to the extent required by other laws now in existence or as may otherwise be adopted.
- 5.1.13 To establish and administer projects and programs for the benefit of the Basin.
- 5.1.14 To cooperate, act in conjunction and contract with the United States, the State of California, or any agency thereof, counties, municipalities, special districts, GSAs, public and private corporations of any kind (including without limitation, PUC regulated utilities and mutual water companies), and individuals, or any of them, for any and all purposes necessary or convenient for the full exercise of powers of the Agency.
- 5.1.15 To accumulate operating and reserve funds and invest the same as allowed by law for the purposes of the Agency and to invest funds pursuant to California Government Code section 6509.5 or other applicable State Law.
- 5.1.16 To apply for and accept grants, contributions, donations and loans under any federal, state or local programs for assistance in development or implementing any of its projects or programs for the purposes of the Agency.
- 5.1.17 To acquire by negotiation, lease, purchase, construct, hold, manage, maintain, operate and dispose of any buildings, property, water rights, works or improvements within and without the respective boundaries of the Members necessary to accomplish the purposes described herein.
- 5.1.18 To sue and be sued in the Agency's own name.
- 5.1.19 To exercise the common powers of its Members to develop, collect, provide and disseminate information that furthers the purposes of the Agency, including but not limited to the operation of the Agency and adoption and implementation of a Groundwater Sustainability Plan for the Basin, to the Members' legislative, administrative, and judicial bodies, as well as the public generally.
- 5.1.20 To perform all other acts necessary or proper to carry out fully the purposes of this Agreement.

5.2 Preservation of Powers. The Agency and all of its Members confirm that nothing contained herein shall grant the Agency any power to:

5.2.1 Alter any water right, contract right, or any similar right held by its Members, or amend a Member's water delivery practice, course of dealing, or conduct without the express consent of the holder thereof.

5.2.2 Limit or interfere with the respective Members' rights and authorities over their own internal matters, including, but not limited to, a GSA's legal rights to surface water supplies and assets, groundwater supplies and assets, facilities, operations, water management and water supply matters.

5.2.3 Modify or limit a Member's police powers, land use authorities, well permitting or any other authority.

5.3 Coordination between Basins. In order to maintain consistency and the efficient use of resources, to the extent feasible, the Agency shall strive to coordinate between and among the other adjoining subbasins for administration, matters involving public communication and outreach, and for developing frameworks to support groundwater management, which may include agreement to certain areas of coordination, provided that the Agency retain its own authority and that such recommendations are ratified by the Board. The Agency may clarify and acknowledge coordination among the other GSAs through a document or agreement if deemed appropriate.

ARTICLE 6. MEMBERSHIP

6.1. Initial Members. The initial Members of the Agency shall be the County of Butte, City of Oroville, and Thermalito Water and Sewer District.

6.2. New Members. Additional Parties may join the Agency and become a Member provided that the prospective new member: (a) is eligible to join a GSA as provided by SGMA (Water Code §10723), (b) possesses powers common to all other Members, (c) pays all previously incurred costs, if any, (e) pays all applicable fees and charges, if any, and (f) receives unanimous consent of the existing Members, evidenced by the execution of a written amendment to this Agreement signed by all Members, including the additional public agency.

ARTICLE 7. AGENCY DIRECTORS AND OFFICERS

7.1. Formation of the Board of Directors. The Agency shall be governed and administered by a Board of Directors ("Board of Directors" or "Board") which is hereby established and which shall be composed of one (1) voting seat per Member. The governing board shall be known as the "Board of Directors of the Wyandotte Creek Groundwater Sustainability Agency." All voting power shall reside in the Board. The Board shall consist of the following representatives, who shall be appointed in the manner set forth in Section 7:

7.1.1. One (1) representative appointed by each Member's governing body, who shall hold a current position in the Member's governing body and be referred to as a "Member Director."

7.1.2. Two (2) Stakeholder Directors, one of which shall be representative of agricultural stakeholders and interests within the Basin and one of which shall be representative of domestic well user stakeholders and interests within the Basin. The two (2) Stakeholder Directors shall meet the following qualifications:

(a) One (1) Agricultural Stakeholder Director. The Agricultural Stakeholder Director shall meet the following criteria, determined at the sole discretion of the Board Members: (1.a) own/ lease real property in active commercial agricultural production overlying the Basin or (1.b) be an employee of a commercial agricultural production operation overlying the Basin involved with water use decisions and (2) the commercial agricultural production operation employing any Stakeholder Director must extract groundwater from the Basin for irrigation/frost protection. The Agricultural Stakeholder may not be a party to any pending litigation against the Agency or any of its Members.

(b) One (1) Non-Agricultural Domestic Well User Stakeholder Director. The Domestic Well User Stakeholder Director shall meet the following criteria, determined at the sole discretion of the Board Members: (1.a) own/ lease real residential property that is the stakeholder's primary residence overlying the Basin (2) extract from the Basin for domestic water use. The Domestic Well User Stakeholder may not be a party to any pending litigation against the Agency or any of its Members.

7.2. Duties of the Board of Directors. The business and affairs of the Agency, and all of the powers of the Agency, including without limitation all powers set forth in Article 5, are reserved to and shall be exercised by and through the Board of Directors, except as may be expressly delegated to others pursuant to this Agreement, Bylaws, or by specific action of the Board of Directors.

7.3. Appointment of Directors. The Directors shall be appointed as follows:

7.3.1. Member Directors. Each Member Director must sit on the governing board of the Member agency and be appointed by that governing board by notification, which shall be transmitted to the Chair of the Agency following adoption by the Member.

7.3.2. Stakeholder Directors. The two (2) Stakeholder Directors shall be appointed as follows:

(a) Agricultural Stakeholder Director. The Directors shall select the Agricultural Stakeholder Director from a list of qualified nominees submitted to the Directors pursuant to an open application process specified in the Bylaws. The Directors shall consider the nominees at a regular meeting and shall appoint the Agricultural Stakeholder Director upon unanimous vote of all Directors.

(b) Domestic Well User Stakeholder Director. The Directors shall confirm the nomination for the Domestic Well User Stakeholder Director from a list of qualified nominees submitted to the Directors pursuant to an open application process specified in the Bylaws. The Directors shall consider the nominees at a regular meeting and shall appoint the Domestic Well User Stakeholder Director upon unanimous vote of all Directors.

7.4. Alternate Directors. Each Member shall also appoint one Alternate Director to the Board of Directors, and an Alternate Director shall be appointed for each Stakeholder Director. All Alternate Directors shall be appointed in the same manner as set forth in Section 7.3. Alternate Directors shall have no vote and shall not participate in any discussions or deliberations of the Board unless appearing as a substitute for a Director due to absence or conflict of interest. If the Director is not present, or if the Director has a conflict of interest which precludes participation by the Director in any decision-making process of the Board, the Alternate Director appointed to act in his/her place shall assume all rights of the Director and shall have the authority to act in his/her absence, including casting votes on matters before the Board. Each Alternate Director shall be appointed prior to the third meeting of the Board. Alternate Directors are encouraged to attend all Board meetings and stay informed on current issues before the Board.

7.5. Terms of Office. The term of office for each member of the Agency's Board of Directors is four (4) years and may be reappointed. Each Member Director and Alternate Member Director of the Board of Directors shall serve at the pleasure of the appointing Member's Governing Body and may be removed from the Board of Directors by the appointing Members Governing Body at any time. If at any time a vacancy occurs on the Board of Directors, a replacement shall be appointed to fill the unexpired term of the previous Board Member pursuant to this Article 7 and within ninety (90) days of the date that such position becomes vacant.

7.6. Removal of Board Members. A Board Member that no longer meets the qualifications set forth in section 7.1.1 is automatically removed from the Agency Board of Directors. Upon removal of a Director, the Alternate Director shall serve as a Director until a new Director is appointed. Members must submit any changes in Member Director or Alternate Member Director positions to the Chair in writing and signed by the Member. A Stakeholder Director may be removed for failure to attend three (3) consecutive meeting or as a result of no longer meeting the qualifications set forth in Article 7 of this Agreement.

7.7. Vacancies. A vacancy on the Board of Directors shall occur when a Director resigns or reaches the end of that Director's term, as set forth in Section 7.5. For Member Directors, a vacancy shall also occur when he or she is removed by his or her appointing Member. For Stakeholder Directors, a vacancy shall also occur when the Stakeholder Director is removed, as set forth in Section 7.6. Upon the vacancy of a Director, the Alternate Director shall serve as Director until a new Director is appointed as set forth in Section 7.4 unless the Alternate Director is already serving as an Alternate Director in the event of a prior vacancy, in which case, the seat shall remain vacant until a replacement Director is appointed as set forth in Section 7.4. Members shall submit any changes in Director or Alternate Director positions to the Chair by written notice signed by an authorized representative of the Member's governing body.

ARTICLE 8. AGENCY MEETINGS

8.1. Initial Meeting. The initial meeting of the Agency's Board of Directors shall be called by the County of Butte and held in the Board of Supervisor Chambers 25 County Center Drive, Oroville CA 95965, within 60 days of the effective date of this Agreement.

8.2. Time and Place. The Board of Directors shall provide in its adopted bylaws or by other means authorized or required by law for the time and place for holding regular meetings, at least annually, and at such other times as determined by the Board of Directors.

8.3. Conduct. All meetings of the Board shall be noticed, held, and conducted in accordance with the Ralph. M. Brown Act to the extent applicable. Board Members and Alternate Board Members may use teleconferencing in connection with any meeting in conformance with and to the extent authorized by the applicable laws.

ARTICLE 9. BOARD OF DIRECTORS VOTING

9.1. Quorum. A majority of the members of the Board of Directors shall constitute a quorum for purposes of transacting business.

9.2. Director Votes. Each member of the Board of Directors of the Agency shall have one (1) vote. With the exception of items in section 9.3 below, an affirmative vote by a majority of all Board Members is required to approve any item. The Board of Directors shall strive for consensus of all members on items.

9.3. Supermajority Voting Requirement. A supermajority vote requires an affirmative vote of four (4) or more Directors. Items that require a supermajority vote to pass consist of the following, which may be amended from time to time by the Board by a supermajority, or as may otherwise be required by this Agreement or by law:

1. Bylaws adoption, modification or alteration
2. GSP adoption, modification or alteration
3. Adoption of assessment, charges and fees
4. Adoption of regulations and ordinances
5. Adoption or modification of annual budget, including capital projects
6. Property acquisition (excepting rights of way)
7. Appointment of Treasurer, Administrator, Plan Manager or General Counsel subject to the provisions in Article 12.
8. Modifications to the composition, selection, and number or removal of Advisory Committee Members
9. Approval and/or amendments to the Advisory Committee Charter
10. Removal of Stakeholder Directors
11. Acceptance of Management Area chapters submitted by Member(s)
12. Establishment of new or modification to existing Management Areas
13. Development of the Management Area chapter and associated cost allocations to Members within such Management Area in the event of a failure by a Member(s) to develop a Management Area chapter for their respective portion of the subbasin.

ARTICLE 10. OFFICERS

10.1. Officers. The Board of Directors shall select a Chair and Vice-Chair and any other officers as determined necessary by the Board of Directors.

10.1.1. The Chair shall preside at all Board Meetings.

10.1.2. The Vice-Chair shall act in place of the Chair at meetings should the Chair be absent.

10.1.3. All Officers shall be chosen at the first Board of Directors meeting and serve a term for one (1) year. An Officer may serve for multiple consecutive terms. Any Officer may resign at any time upon written notice to the Agency.

ARTICLE 11. COMMITTEE FORMATION

11.1 Management Committee. There shall be established by the Board of Directors a committee comprised of at least one (1) staff representative from each Member. The Management Committee shall exist for the term specified in the action establishing the committee, shall meet as directed by the Board of Directors, and shall recommend agenda items, administer the Stakeholder Advisory Committee, establish and administer technical working groups, and bring staff reports to the Board of Directors.

11.2 Internal Committee Formation. There shall be established such internal committees as the Board of Directors shall determine from time to time. Each such internal committee shall be comprised of two (2) Directors, shall exist for the term specified in the action establishing the committee, shall meet as directed by the Board of Directors, and shall make recommendations to the Board of Directors on the various activities of the Agency.

11.3. Stakeholder Advisory Committee Formation. The Board of Directors shall establish an advisory committee comprised of diverse social, cultural, and economic elements of the population and area stakeholders within the Basin. The Board of Directors shall encourage the active involvement of the advisory committee(s) prior to and during the development and implementation of the GSP. The Stakeholder Advisory Committee is subject to the Ralph M. Brown Act. At-large members are appointed by the Wyandotte Creek GSA Board of Directors. The Stakeholder Advisory Committee will initially include:

1. South Feather Water and Power (1)
2. California Water Service-Oroville (1)
3. Tribal representative(s)
4. At-large agricultural water users (3)
5. At-large domestic well users (2)
6. At-large environmental representative (1)
7. At-large business association representative (1)

The Board of Directors may appoint other Interests of Beneficial Uses and Users of Groundwater (Water Code §10723.3) to the Stakeholder Advisory Committee.

The Board of Directors will ensure that at least one (1) member from the Management Committee administers advisory committee(s). The advisory committee shall meet as directed by the Board of Directors and as specified in Exhibit C, and shall make recommendations to the Board of Directors as requested.

11.4. Technical Working Groups. There may be established by the Management Committee technical working groups from time to time, the purpose of which shall be to provide advice to the Management Committee on issues of a technical nature related to the activities of the Agency. The Board of Directors will ensure that at least one (1) member from the Management Committee administers technical working groups.

ARTICLE 12. OPERATIONS AND MANAGEMENT

12.1 Administrator and Plan Manager

12.1.1 Administrator: The Board may appoint an Administrator, from time-to-time and when it deems appropriate. If appointed, the Administrator shall serve at the pleasure of the Board of Directors and his/her duties and responsibilities shall be set forth by the Board in their bylaws or actions.

12.1.2 Plan Manager: The Board shall appoint a Plan Manager. The Administrator and Plan Manager may be the same individual. The Plan Manager shall serve at the pleasure of the Board of Directors and his/her duties and responsibilities shall be set forth by the Board.

12.2 Treasurer and Controller. The County of Butte shall act as treasurer and controller for the Agency. The controller of the Agency shall cause an independent audit of the Agency's finances to be made by a certified public accountant in compliance with California Government Code section 6505. The treasurer of the Agency shall be the depositor and shall have custody of all money of the Agency from whatever source. The controller of the Agency shall draw warrants and pay demands against the Agency when the demands have been approved by the Agency or any authorized representative pursuant to any delegation of Agency adopted by the Agency. The treasurer and controller shall comply strictly with the provisions of statutes relating to their duties found in Chapter 5 (commencing with section 6500) of Division 7 of Title 1 of the California Government Code.

12.2. Legal Counsel and Other Officers. The Board of Directors may appoint legal counsel who shall serve at the pleasure of the Board. Subject to the limits of the Agency's approved budget, the Board shall also have the power to appoint and contract for the services of other officers, consultants, advisers and independent contractors as it may deem necessary or convenient for the business of the Agency, all of whom shall serve at the pleasure of the Board. The appointed General Legal Counsel and other appointed officers of the Agency shall not be employees or contractors of one or more of the Members. Appointment of a General Legal Counsel shall be subject to all applicable Rules of Professional Responsibility, and notwithstanding anything to the contrary in this Agreement, each of the Members expressly reserve and do not waive their rights to approve or disapprove of potential conflicts of Agency General Legal Counsel.

12.3 Employees and Management. The Agency will not have any employees. In lieu of hiring employees, the Agency may engage one or more Members to manage any of the business of the Agency on terms and conditions acceptable to the Board of Directors. Any Member so engaged shall have such responsibilities as set forth in an agreement for such Member's services, which shall be approved by a super-majority vote of the Directors. The Agency shall have the power to employ competent registered civil engineers and other consultants to investigate and to

carefully devise a plan or plans to carry out and fulfill the objects and purposes of SGMA, and complete a GSP.

12.4' Principal Office. At the initial meeting of the Board, the Board shall establish a principal office for the Agency, which shall be located at a place overlying the Basin. The Board may change the principal office from time to time so long as that principal office remains at a location overlying the Basin.

12.5 Bylaws. The Board shall adopt Bylaws governing the conduct of the meetings and the day-to-day operations of the Agency within six months of the Effective Date of this Agreement.

12.6 Official Seal and Letterhead. The Board may adopt, and/or amend, an official seal and letterhead for the Agency.

12.7 Conflict of Interest Code. The Board shall adopt and file a Conflict of Interest Code pursuant to the provisions of the Political Reform Act of 1974 within six months of the Effective Date. The Board may review and revise the Conflict of Interest Code from time to time as appropriate or when required by law.

ARTICLE 13. MANAGEMENT AREAS

13.1 Formation of Management Areas. As is consistent with state regulations, there will be two Management Areas in the Wyandotte Creek subbasin. One Management Area will encompass the municipal areas within and directly adjacent to the City of Oroville. The other Management Area will be in the rural area of the Wyandotte Creek subbasin. The final boundaries of the Management Areas shall be determined by the Agency in consultation with the Wyandotte Creek Advisory Committee.

13.2 Management Areas Chapters. The Management Areas would have distinct "chapters" in the GSP establishing different minimum thresholds, measurable objectives, monitoring and projects. All chapters must be consistent with the subbasin-wide sustainability goals. Management Areas refer to an area within a basin for which a GSP may identify minimum thresholds, measurable objectives, monitoring, and projects and actions based on unique local conditions.

13.3 Role of Agency. Subject to the Reservation of Authority set forth in Section 13.5, the Agency will serve a coordination and administrative role in the development of the Management Area chapter conducted by the lead Member agencies. The Agency will be responsible for accepting the Management Area chapters determined by the Agency to be compliant with SGMA and applicable regulations for inclusion into the GSP. Upon inclusion of Management Area chapters into the GSP, the Agency will be responsible for implementation and enforcement pursuant to Article 5.

13.4 Management Area Lead Responsibility. The City of Oroville, Butte County, and Thermalito Water and Sewer District will be responsible for overseeing the development of the Management Area chapter for the municipal portion of the subbasin. Butte County will be responsible for overseeing the development of the Management Area chapter for the rural portion of the subbasin.

13.5 Reservation of Authority. In the event of a failure by a Member to develop a Management Area chapter for their respective portion of the basin, the Agency reserves and retains all requisite authority to (1) develop the Management Area chapter and (2) allocate the cost of development of the Management Area chapter to Members within such Management Area.

13.6 Additional Management Areas. Additional Management Areas may be defined and established by the Board of Directors as set forth in 9.3.

ARTICLE 14. SPECIFIC PROJECTS

14.1. Projects. The Agency intends to carry out activities in furtherance of its purposes and consistent with the powers established by the Agreement with the participation of all Members.

14.2. Member Specific Projects. In addition to the general activities undertaken by all Members of the Agency, the Agency may initiate specific projects that involves less than all Members. No Member shall be required to be involved in a Project that involves less than all the Members.

14.3. Project Agreement. Prior to undertaking any project that does not involve all Member Agencies, the Members electing to participate in the Project shall enter into a Project Agreement. A Member may elect not to participate in a specific project matter by providing notice and not entering into the Project Agreement specific to the matter in which the Member has elected not to participate. Each Project Agreement shall provide the terms and conditions by which the Members that enter into the Project Agreement will participate in the Project. All assets, rights, benefits, and obligations attributable to the Project shall be assets, rights, benefits, and obligations of those Members which have entered into the Project Agreement. Any debts, liabilities, obligations, or indebtedness incurred by the Agency in regard to a particular Project shall be the debts, liabilities, obligations, and indebtedness of those Members who have executed the Project Agreement in accordance with the terms thereof and shall not be the debts, liabilities, obligations, and indebtedness of those Members who have not executed the Project Agreement.

14.4. Board of Directors Approval. The Board of Directors shall have the authority to disapprove any Project Agreement upon a determination that the Project Agreement has specific, substantial adverse impacts upon Members that have not executed the Project Agreement.

ARTICLE 15. FINANCIAL PROVISIONS

15.1. Agency Funding and Contributions. In order to provide the needed capital to initially fund the Agency, the Agency shall be initially funded through a GSP grant awarded by the Department of Water Resources and through in-kind contributions of Members. In subsequent years and as needed, the Agency may be funded through additional voluntary contributions by Members and as otherwise provided in Chapter 8 of SGMA (commencing with section 10730 of the Water Code).

15.2. Budgets. Within ninety (90) days after the first meeting of the Board of the Agency, and thereafter prior to the commencement of each fiscal year, the Board of Directors shall adopt a budget for the Agency for the ensuing fiscal year.

15.3. Long-Term Funding. Upon formation of the Agency, the Board of Directors shall work on the development, adoption and implementation of a long-term funding plan to cover the operating and administrative expenses of the Agency.

ARTICLE 16. LIABILITY AND INDEMNIFICATION

16.1. Liability. The Members do not intend hereby to be obligated either jointly or severally for the debts, liabilities or obligations of the Agency, except as may be specifically provided for in California Government Code section 895.2, as amended or supplemented. Therefore, unless and to the extent otherwise required by law or agreed to herein by the Members, in accordance with California Government Code section 6507 the debts, liabilities and obligations of the Agency shall not be the debts, liabilities or obligations of the Member entities. The Agency shall own and hold title to all funds, property and works acquired by it during the term of this Agreement.

16.2. Indemnification. Funds of the Agency may be used to defend, indemnify, and hold harmless the Agency, each Member, each Director, and any officers, agents and employees of the Agency for their actions taken within the course and scope of their duties while acting on behalf of the Agency. Other than for gross negligence or intentional acts, to the fullest extent permitted by law, the Agency agrees to save, indemnify, defend and hold harmless each Member from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees, where the same arise out of, or are in any way attributable in whole or in part to, negligent acts or omissions of the Agency or its employees, officers or agents or the employees, officers or agents of any Member, while acting within the course and scope of a Member relationship with the Agency.

ARTICLE 17. WITHDRAWAL AND TERMINATION

17.1. Withdrawal. A Member may unilaterally withdraw from this Agreement without causing or requiring termination of this Agreement, effective upon sixty (60) days written notice to the remaining Members.

17.2. Termination of Agency. This Agreement may be rescinded and the Agency terminated by unanimous written consent of all Members, except during the outstanding term of any Agency indebtedness.

17.3. Effect of Withdrawal or Termination. The JPA may be terminated and the Agency dissolved by a unanimous vote of the Member Directors. Upon termination of this Agreement or unilateral withdrawal, a Member shall remain obligated to pay its share of all debts, liabilities and obligations of the Agency required of the Member pursuant to the terms of this Agreement which were incurred or accrued prior to the date of such termination or withdrawal, including without limitation, those debts, liabilities and obligations pursuant to

Section 5. Any Member that withdraws from the Agency shall have no right to participate in the business and affairs of the Agency or to exercise any rights of a Member under this Agreement or the Act, but shall continue to share in distributions from the Agency on the same basis as if such Member had not withdrawn, provided that a Member that has withdrawn from the Agency shall not receive distributions in excess of the contributions made to the Agency while a Member. The right to share in distributions granted under this section shall be in lieu of any right the withdrawn Member may have to receive a distribution or payment of the fair value of the Member's interest in the Agency.

A Member may, in its sole discretion, withdraw from the Agency, effective 60 days after written notice to the Agency. Upon withdrawal or termination of the Agency, the withdrawing Member(s) retain all rights and powers to become or otherwise participate as a GSA for lands within its jurisdiction. In such an event, the Agency and its remaining Members will not object to or interfere with the lands in the withdrawing Member's boundaries; will facilitate such a transition to the extent necessary; and will withdraw from management that portion of the subbasin and so notify DWR.

17.4. Disposition of Agency Assets upon Termination.

17.4.1. Surplus Funds. Upon termination of this Agreement, any reserves or surplus money on-hand shall be returned to the Members in the same proportion said Members have funded such reserves or surplus, in accordance with California Government Code section 6512.

17.4.2. Agency Property. The Agency shall first offer any assets of the Agency for sale to the Members on terms and conditions determined by the Board of Directors. If no such sale to Members is consummated, the Board shall offer the assets of the Agency for sale to any non-member for good and adequate consideration on terms and conditions determined by the Board of Directors.

ARTICLE 18. MISCELLANEOUS

18.1. No Predetermination or Irretrievable Commitment of Resources. Nothing in this Agreement shall constitute a determination by the Agency or any of its Members that any action shall be undertaken or that any unconditional or irretrievable commitment of resources shall be made, until such time as the required compliance with all local, state, or federal laws, including without limitation the California Environmental Quality Act, National Environmental Policy Act, or permit requirements, as applicable, has been completed.

18.2. Notices. Notices hereunder shall be sufficient if delivered via electronic mail, First-Class mail or facsimile transmission to the addresses below:

County of Butte: Department of Water and Resource Conservation, 308 Nelson Ave, Oroville, CA 95965

City of Oroville: 1735 Montgomery Street, Oroville, CA 95965

Thermalito Water and Sewer District: 410 Grand Avenue, Oroville, CA 95965

18.3. Amendment. This Agreement may be amended at any time, by unanimous agreement of the Members, provided that before any amendments shall be operative or valid, it shall be reduced to writing and signed by all Members hereto.

18.4. Agreement Complete. This Agreement constitutes the full and complete agreement of the Members. This Agreement supersedes all prior agreements and understandings, whether in writing or oral, related to the subject matter of this Agreement that are not set forth in writing herein.

18.5. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions will remain in force and unaffected to the fullest extent permitted by law and regulation.

18.6. Execution in Counterparts. The Parties intend to execute this Agreement in counterparts. It is the intent of the Parties to hold one (1) counterpart with single original signatures to evidence the Agreement and to thereafter forward four (4) other original counterparts on a rotating basis for all signatures. Thereafter, each Member shall be delivered an originally executed counterpart with all Member signatures.

18.7. Withdrawal by Operation of Law. Should the participation of any Member to this Agreement be decided by the courts to be illegal or in excess of that Member's authority or in conflict with any law, the validity of this Agreement as to the remaining Members shall not be affected thereby.

18.8. Assignment. The rights and duties of the Members may not be assigned or delegated without the written consent of all other Members. Any attempt to assign or delegate such rights or duties in contravention of this Agreement shall be null and void.

18.9. Binding on Successors. This Agreement shall inure to the benefit of, and be binding upon, the successors or assigns of the Members.

18.10. Other JPAs. Nothing in this Agreement shall prevent the Members from entering into other joint exercise of power agreements.

18.11. Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California, and any action related to the terms of this Agreement shall be brought and tried in Butte County Superior Court.

IN WITNESS WHEREOF, the parties hereto, pursuant to resolutions duly and regularly adopted by their respective governing boards, have caused their names to be affixed by their proper and respective officers as of the date of execution of this Agreement.

County of Butte

By: Steve Lambert Date: 9-11-18

Steve Lambert, Chair

Board of Supervisors

City of Oroville

By: Linda Dahlmeier Date: 9-18-18

Linda Dahlmeier, Mayor

City Council

Thermalito Water and Sewer District

By: Brian Pulley Date: 9-18-18

Brian Pulley, President

Board of Directors

Exhibit A: List of Member Agencies

Exhibit B: Wyandotte Creek Subbasin Map

Exhibit C: Draft Wyandotte Creek Advisory Committee Charter

EXHIBIT A
LIST OF MEMBER AGENCIES

County of Butte
Department of Water and Resource Conservation
308 Nelson Avenue
Oroville, CA 95965

City of Oroville
1735 Montgomery Street
Oroville, CA 95965

Thermalito Water and Sewer District
410 Grand Avenue
Oroville, CA 95965

Exhibit B
Wyandotte Creek Subbasin Map

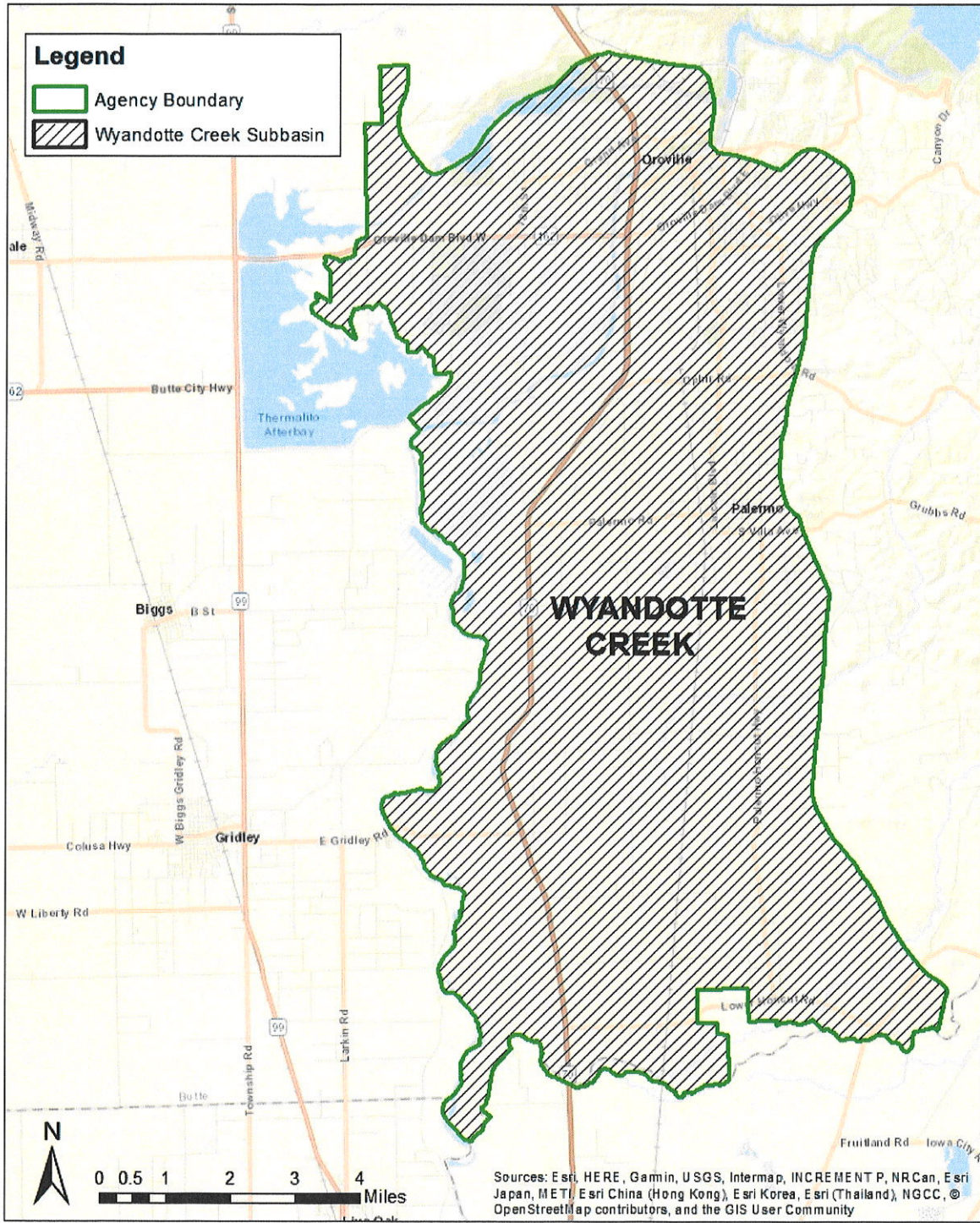


Exhibit C
Wyandotte Creek Groundwater Sustainability Agency
DRAFT Advisory Committee Charter
Version: August 18, 2018

I. Purpose

The purpose of the Wyandotte Creek Advisory Committee (AC) is to provide input and recommendations to the Groundwater Sustainability Agency (Agency) Board of Directors on groundwater sustainability plan (GSP) development and implementation. The intent of the AC is to provide community perspective and participation in Sustainable Groundwater Management Act (SGMA) implementation.

The AC will review and/or provide recommendations to the Agency Board on groundwater-related issues that may include:

1. Development, adoption, amendment of the GSP
2. Sustainability goals and objectives
3. Best management practices
4. Monitoring programs
5. Annual work plans and reports (including mandatory 5-year milestone reports)
6. Modeling scenarios
7. Inter-basin coordination activities
8. Projects and management actions to achieve sustainability
9. Community outreach
10. Local regulations to implement SGMA
11. Fee proposals
12. Other

The AC will not be involved in the Agency's day to day operations, such as contracting, budgeting, etc.

II. Brown Act, Open Process, and Conflicts of Interest

All meetings of the AC are open to the public. The Agency will announce AC meetings through its regular communication channels.

AC meetings are subject to the Brown Act. The AC shall adopt a schedule and location for regular meetings, and meeting agendas shall be posted in accordance with the Brown Act.

All AC meetings shall provide for public comment in accordance with the Brown Act, including non-agenda public comment and public comment on individual agenda items. As needed, time limits may be placed on public comments to ensure the AC is reasonably able to address all agenda items during the course of the meeting. Speakers will generally be limited to three minutes, but time may be adjusted based upon meeting circumstances. Special and emergency

meetings need not provide for non-agenda public comment, but such comment may be allowed in the AC's discretion. Members of the AC are subject to all applicable conflict of interest laws including Government Code section 1090 and the California Political Reform Act. The Agency shall adopt a conflict of interest code for the AC.

III. Roles and Responsibilities

Agency Board of Directors

The Agency Board commits to the value of the AC and will consider AC recommendations when making decisions.

Advisory Committee

The role and responsibility of the AC is to solicit and incorporate community and stakeholder interests into recommendations on SGMA implementation in the Wyandotte Creek subbasin for the Board to consider in its decision-making processes.

Criteria for Advisory Committee Membership

AC Members must:

1. Serve as a strong, effective advocate for the interest group represented
2. Work collaboratively with others
3. Commit time needed for ongoing discussions
4. Collectively reflect diversity of interests within the stakeholder group they represent
5. Complete any required Brown Act trainings by all applicable deadlines

As part of membership, members agree to:

1. Arrive at each meeting fully prepared to discuss the issues on the agenda. Preparation may include reviewing meeting summaries, technical information, and draft documents distributed in advance of each meeting
2. Present their constituent members' views on the issues being discussed and be willing to engage in respectful, constructive dialogue with other members of the group
3. Develop a problem-solving approach in which they consider the interests and viewpoints of all group members, in addition to their own
4. Keep their constituencies informed about the deliberations and actively seek their constituents' input

Management Committee

The Management Committee comprised of staff from each Member of the Agency are responsible for administering the AC which includes:

1. Maintaining a current roster of AC members
2. Working with Agency Board to fill AC vacancies, as needed
3. Preparing agendas for AC meetings
4. Noticing all meetings in accordance with the Brown Act

5. Staffing all meetings, recording minutes and developing and distributing meeting summaries
6. Working with AC and the Agency Board to develop annual work plans and schedules for AC meetings
7. Facilitating the process of incorporating AC recommendations in staff reports into Board packets
8. Ensuring that the records for AC member Brown Act Training are filed and updated as required
9. Maintaining a record of all meeting materials

Facilitator

As resources allow, a third-party facilitator may provide impartial facilitation services for AC meetings. The facilitator's primary responsibility is to ensure an open process where all AC member interests are heard and thoughtfully considered. To this end, the facilitator works on behalf of the process and the members contributing to AC efforts. Specific facilitator responsibilities include:

1. Supporting the Management Committee in developing and distributing Committee agendas and relevant materials
2. Advocating for a fair, effective, and credible process, but remain impartial with respect to the outcome of the deliberations
3. Applying collaborative, mutual-gain negotiation methods that foster openness and identify areas of preliminary and final consensus agreement for advice and recommendations to the Board
4. In the absence of consensus, helping to identify areas of agreement and disagreement
5. Checking in with members as needed to ensure all issues are identified and explored
6. Coordinating with Management Committee members to ensure accurate, impartial documentation of meetings and agreements (i.e. meeting summaries and recommendation reports)
7. Ensuring all members uphold the tenets of the charter

IV. Membership

Composition of the AC is intended to represent the beneficial uses and users of groundwater identified in SGMA. AC members only fill one seat on the AC and may not serve concurrently on the Agency Board or on the Management Committee. Members must live or work within the Wyandotte Creek subbasin or represent an organization with a presence in the Wyandotte Creek subbasin.

The Agency Board will appoint representatives to the AC. The following represents a draft, proposed list of possible AC representation:

1. Cal Water - Oroville (1)
2. South Feather Water and Power (1)

3. Tribal representative(s)
4. Agricultural groundwater users:
 - a. Two (2) at-large members
 - b. One (1) Groundwater Pumpers Advisory Committee (GPAC) member. In the event that the GPAC dissolves, this position will transition to an at-large position
5. At-large domestic well users (2)
6. At-large environmental representative (1)
7. At-large business association representative (1)

The Agency Board may appoint other interests representing beneficial users and uses of groundwater as per Water Code Section 10723.3).

Member Appointment

The Agency Board will appoint at-large members to fill AC seats. Interested individuals from the community or organizations may apply to the Agency Board, specifying in the application the seat(s) that the applicant intends to be considered for.

The Agency Board encourages candidates with experience and familiarity with groundwater and its groundwater management. The Agency Board will also give preference to applicants who have the backing of multiple organizations or individuals, have experience working with diverse community-based groups and can represent the interests of disadvantaged populations or interests that are otherwise under-represented on the Advisory Committee.

Application Timeline

Following Agency formation, the Agency Board will establish a timeline and process for appointment of the initial AC using the application process for the at-large seats on the AC and appointing the non-at-large seats as presented by the respective governing bodies of those non-at-large seats. In subsequent years, at-large applicants will submit applications for vacant at-large seats when they become vacant. The Agency will post blank applications on its website.

Advisory Committee Member Terms

The initial AC appointments will include approximately half of the seats with three-year terms ending in December 2022 and the remaining seats with two-year terms ending in December 2021. Following initial Committee appointment, all terms will be two years in length, ending in December. Appointees are not term-limited; however, at-large members would be required to apply for open seats each term. If a vacancy occurs for a seat before the end of the term, the Board will appoint a new individual to complete the term (using the application process for the at-large seats).

The Agency Board can remove an AC member if the member fails to attend three consecutive meetings or if the AC member no longer meets the criteria for AC membership. If deemed necessary by the Board, alternates may be appointed by the Agency Board.

V. Decision Making and Recommendations to the Agency Board

To inform Agency Board decision-making, the AC will provide written recommendations to the Agency included in Management Committee reports.

Any AC member(s) who disagree with a recommendation made by the AC to the Agency should provide an alternative that attempts to meet the interests they are representing as well as the interests of other members. The Committee will strive for consensus; however if unanimous agreement among all participants cannot be reached after all interests and options have been thoroughly identified, explored, and discussed, the AC shall not limit itself to strict consensus. When unable to reach consensus on advice or recommendations, the AC will outline the areas of disagreement and provide an explanation about such disagreements to inform the Agency Board for decision-making processes.

Pursuant to Agency Board direction, the Management Committee will develop an annual work plan(s) and schedule(s) for AC meetings. The AC will adopt a charter describing the purpose, operating principles and ground rules of the AC. This charter will be subject to approval by the Agency Board of Directors.

The Agency Board will consider AC recommendations when making decisions. If the Agency Board does not agree with the recommendations of the AC, the Agency Board shall state the reasons for its decision.

In order to conduct business (e.g. make and advance a recommendation to the Board), a quorum of the AC seated must be present. A simple majority of AC members constitutes a quorum.

VI. Process Agreements and Ground Rules

To conduct a successful collaborative process, all AC members will work together to create a constructive, problem solving environment. To this end, all members agree to the following process agreements which the AC will use, and to ground rules which will guide individual and group behavior.

Process Agreements

1. Everyone agrees to negotiate in good faith. All participants agree to participate in decision making, to act in good faith in all aspects of this effort and to communicate their interests during meetings. Good faith also requires that members not make commitments they do not intend to follow through with, and that members act consistently in the meetings and in other forums where the issues under discussion in these meetings are also being discussed.
2. Everyone agrees to address the issues and concerns of the participants. Everyone who is joining in the AC is doing so because s/he has a stake in the issue at hand. For the process to be successful, all the members agree to validate the issues and concerns of the other members and strive to reach an agreement that takes all the issues under consideration. Disagreements should be viewed as problems to be solved, rather than battles to be won.

3. Everyone agrees to inform and seek input from their constituents about the outcome of the facilitated discussions. To the extent possible, scheduling will allow for members to inform and seek input from their constituents, and others about discussions.
4. Everyone agrees that members can meet with other organizational or interest group members. AC members may find it helpful to meet with other organizations or interest group members and to consult with constituents outside of the meeting so the member is better able to communicate community concerns on the issues at hand.
5. Everyone agrees to attend all of the meetings to the extent possible. Continuity of the conversations and building trust are critical to the success of the AC.

Management Committee member(s) and / or the facilitator will coordinate the AC meeting schedule.

Ground Rules

1. Use Common Conversational Courtesy: Treat each other with mutual respect as you discuss and deliberate groundwater issues. Members are encouraged to turn off cell phones and focus on the issue at hand.
2. All Ideas and Points of View Have Value: The goal is to achieve understanding. Simply listen, you do not have to agree. If you hear something you do not agree with or you think is "silly" or "wrong," please remember that the purpose of the forum is to share ideas.
3. Be Honest, Fair, and as Candid as Possible: Put your interests forward, help others understand you and listen actively in order to understand others.
4. Avoid Editorials: It will be tempting to analyze the motives of others or offer editorial comments. Please talk about your own ideas and thoughts. Avoid commenting on why you believe another participant thinks something.
5. Honor Time, Be Concise and Share the Air: Help ensure an inclusive discussion by being cognizant of time constraints, stating your views clearly and concisely, and sharing the air so others can participate as well.
6. Think Innovatively and Welcome New Ideas: Creative thinking and problem solving are essential to success. "Climb out of the box" and attempt to think about the problem in a new way.
7. Invite Humor and Good Will: Don't hesitate to bring levity and humor to the process when warranted.

VII. Amendments

The AC can recommend future changes to the charter. The Agency Board may amend the charter when needed using its decision-making procedure.