

**MEMORANDUM OF UNDERSTANDING BETWEEN THE WYANDOTTE CREEK GROUNDWATER
SUSTAINABILITY AGENCY AND SOUTH FEATHER WATER AND POWER AGENCY RELATED TO THE
SUSTAINABLE GROUNDWATER MANAGEMENT ACT**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into between the Wyandotte Creek Groundwater Sustainability Agency and South Feather Water and Power Agency (“Agency” herein), each a “Party” and collectively the “Parties”. The MOU becomes effective on the date of the last signature of the Parties.

WHEREAS, on January 1, 2015, the Sustainable Groundwater Management Act (“SMGA”) went into effect; 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 local agencies to adopt groundwater sustainability plans that are tailored to the resources and needs of their communities to 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 County, the City of Oroville, the Thermalito Water and Sewer District and South Feather Water and Power Agency are eligible local agencies qualified to become a GSA in the Wyandotte Creek subbasin (DWR Bulletin 118 basin number 5-021-69); and

WHEREAS, on September 18, 2018 Butte County, the City of Oroville and the Thermalito Water and Sewer District executed a Joint Powers Agreement which created the Wyandotte Creek GSA; and

WHEREAS, the Wyandotte Creek GSA has exclusive responsibility in the Wyandotte Creek subbasin to carry out the requirements of SGMA including developing and implementing the groundwater sustainability plan; and

WHEREAS, the Agency agreed to relinquish its GSA status in exchange for assurances that the Agency would retain specific groundwater management decisions within their jurisdiction; and

WHEREAS, the Agency and the Wyandotte Creek GSA finds that developing a cooperative and ongoing working relationship will advance the purposes of SGMA and groundwater sustainability for the Wyandotte Creek subbasin; and

WHEREAS, the Wyandotte Creek GSA seeks the cooperation of the Agency in the development and implementation of the Wyandotte Creek GSP; and

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

1. The Wyandotte Creek GSA agrees to the following terms:
 - a. To not impose fees, assessments, or other charges pertaining to groundwater management and extraction to Agency or Agency's landowners without the prior written consent of Agency.
 - b. To not limit groundwater extraction on the Agency of its landowners without the written consent of Agency.
 - c. To not alter the current boundaries of the Wyandotte Creek Subbasin or consolidation of the subbasin without the advance written consent of Agency.
 - d. To not directly or indirectly regulate or interfere with the surface water rights or groundwater rights of the Agency or the landowners within the Agency without the written consent of Agency.

2. Agency agrees to the following terms:
 - a. To support the efforts of the Wyandotte Creek GSA or its Member Agencies to obtain grant funding for the development of the GSP for the Wyandotte Creek subbasin.
 - b. To provide to the Wyandotte Creek GSA 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 the Wyandotte Creek GSA in the review, development and implementation of the GSP for the Wyandotte Creek subbasin.

3. **TERM.** This MOU shall remain in effect unless terminated by one of the Parties in writing and as allowed by State law.

4. **AMENDING THE MOU.** This MOU and Exhibits hereto may only be amended by a subsequent writing, approved and signed by all Parties.

5. **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.

WYANDOTTE CREEK GSA

SOUTH FEATHER WATER AND POWER

By: Bill Connelly

By: Roth T. Mink

DATE: 9-28-2020

DATE: 5-31-19