

January 02 2020

**MEMORANDUM OF UNDERSTANDING BETWEEN THE VINA GROUNDWATER SUSTAINABILITY AGENCY  
AND BUTTE COLLEGE RELATED TO THE SUSTAINABLE GROUNDWATER MANAGEMENT ACT**

**THIS MEMORANDUM OF UNDERSTANDING (MOU)** is made and entered into between the Vina Groundwater Sustainability Agency and Butte College, 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 ("SGMA") 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 Chico, Durham Irrigation District, and Butte College were eligible local agencies and elected to become GSAs in the Vina subbasin (DWR Bulletin 118 basin number 5-021-57); and

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

**WHEREAS**, on April 9, 2019 Butte County, the City of Chico and Durham Irrigation District executed a Joint Powers Agreement which created the Vina GSA; and

**WHEREAS**, the Vina GSA has responsibility in the Vina subbasin within its jurisdictional boundary including the area overlying Butte College to carry out the requirements of SGMA including developing and implementing the groundwater sustainability plan; and

**WHEREAS**, the Butte College and the Vina GSA finds that developing a cooperative and ongoing working relationship will advance the purposes of SGMA and groundwater sustainability for the Vina subbasin; and

**WHEREAS**, the Vina GSA seeks the cooperation of the Butte College in the development and implementation of the Vina GSP; and

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

1. The Vina GSA agrees to the following terms:

- a. To not impose fees, assessments, or other charges pertaining to groundwater management and extraction to Butte College without the prior written consent of Butte College.
  - b. To not limit groundwater extraction by Butte College without the written consent of Butte College.
  - c. To not alter the current boundaries of the Vina Subbasin or consolidation of the subbasin without the advance written consent of Butte College.
  - d. To not directly or indirectly regulate or interfere with the surface water rights or groundwater rights of the Butte College without the written consent of Butte College.
2. Butte College agrees to the following terms:
- a. To support the efforts of the Vina GSA or its Member Agencies to obtain grant funding for the development of the GSP for the Vina subbasin.
  - b. To provide to the Vina GSA associated data collected by the Butte College as related to the sustainability of the subbasin, which will be utilized in the development and implementation of the GSP for the Vina subbasin.
  - c. To work cooperatively with the Vina GSA in the review, development and implementation of the GSP for the Vina 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.

**VINA GROUNDWATER SUSTAINABILITY AGENCY**

**BUTTE COLLEGE**

By:   
Ann Schwab, Chair

By: 

DATE: 12/12/2019

DATE: 1/23/2020