

**COOPERATION AGREEMENT
BETWEEN THE VINA GROUNDWATER SUSTAINABILITY AGENCY AND THE
ROCK CREEK RECLAMATION DISTRICT GROUNDWATER SUSTAINABILITY
AGENCY**

THIS COOPERATION AGREEMENT is entered into and effective this 18th day of November, 2020 (“**Effective Date**”), by and among the Vina Groundwater Sustainability Agency (“Vina GSA”) and the Rock Creek Reclamation District acting in the capacity of its Rock Creek Reclamation District Groundwater Sustainability Agency (“Rock Creek GSA”) (collectively “**Parties**” or individually a “**Party**”).

RECITALS

A. On August 29, 2014, the California Legislature passed comprehensive groundwater legislation contained in SB 1168, SB 1319 and AB 1739. Collectively, those bills, as subsequently amended, enacted the “Sustainable Groundwater Management Act” (“SGMA”). Governor Brown signed the legislation on September 16, 2014 and it became effective on January 1, 2015.

B. Each of the Parties overlies the Sacramento Valley Groundwater Basin, Vina Subbasin, California Department of Water Resources (“DWR”) Basin No. 5-21.57 as its boundaries may be modified from time to time in accordance with Water Code Section 10722.2 (the “Basin”).

C. The Rock Creek GSA elected to manage the groundwater for its boundaries and act as the Groundwater Sustainability Agency (“GSA”) pursuant to SGMA with the DWR on or about November 14, 2016.

D. The Vina GSA elected to manage the groundwater over the boundaries of its members and act as the GSA pursuant to SGMA with the DWR on or about June 5, 2019.

E. The Parties desire, through this Agreement, to cooperate in the work of the GSAs and the management of the Basin, in accordance with SGMA.

THEREFORE, in consideration of the mutual promises, covenants and conditions herein set forth, the Parties agree as follows:

ARTICLE 1: DEFINITIONS

1.1 **Definitions.** As used in this Agreement, unless the context requires otherwise, the meaning of the terms hereinafter set forth shall be as follows:

a. “**Agreement**” shall mean this Cooperation Agreement between the Rock Creek GSA and the Vina GSA.

b. “**Basin**” shall mean Vina Groundwater Subbasin, California Department of Water Resources Basin No. 5-21.57 as its boundaries may be modified from time to time in accordance with Water Code Section 10722.2.

- c. **“Basin-Wide Activities”** shall mean those activities or actions that affect the Basin as a whole, or are otherwise required by SGMA to be determined as the Basin level.
- d. **“Coordination Agreement”** shall mean a legal agreement adopted between two or more GSAs that provides the basis for intra-basin coordination for more than one groundwater sustainability plan (“GSP”) within a single basin.
- e. **“DWR”** shall mean the California Department of Water Resources.
- f. **“Effective Date”** shall be as set forth in the Preamble.
- g. **“Groundwater Sustainability Agency”** or **“GSA”** has the meaning set forth in Water Code § 10721(j).
- h. **“Groundwater Sustainability Plan”** or **“GSP”** shall mean a plan of a Groundwater Sustainability Agency or Agencies adopted pursuant to SGMA.
- i. **“Joint Management Committee”** shall mean a committee comprised of two representatives from the governing board and/or staff of both of the Parties.
- j. **“Management Area”** shall mean the area within the boundaries of a GSA that are managed separately or differently than the remainder of the GSP for the Basin.
- k. **“Members”** shall mean the member agencies of Vina GSA’s Joint Powers Agreement.
- l. **“Parties”** shall mean any of the signatories to this Agreement.
- m. **“Project Agreement”** shall mean a separate Agreement amongst and between the Parties for a specific project, whose purpose, terms, or financial contributions are different than those set forth in this Agreement.
- n. **“SGMA”** shall mean the Sustainable Groundwater Management Act of 2014 and all regulations adopted under the legislation (SB 1168, SB 1319 and AB 1739) that collectively comprise the Act, as that legislation and those regulations may be amended from time to time.

ARTICLE 2: KEY PRINCIPLES

2.1 The Parties intend to work together in mutual cooperation to develop a GSP in compliance with SGMA, for the sustainable management of groundwater for the Basin.

2.2 Subject to the terms and limitations of this Agreement, including reservation of rights and authorities set forth in Section 2.4, below, the Parties intend to mutually cooperate to the extent possible to implement the GSP within the Basin in a manner consistent with SGMA.

2.3 The Parties expressly intend that this Agreement shall not limit or interfere with the respective Parties’ rights and authorities over their own internal matters, including, but not limited

to, a Party's legal rights to surface water supplies and assets, groundwater supplies and assets, facilities, operations, water management and water supply matters. The Parties make no commitments by entering into this Agreement to share or otherwise contribute their water supply assets as part of the development or implementation of a GSP.

2.4 Nothing in this Agreement is intended to modify or limit a Party's police powers, land use authorities, or any other authority.

2.5 The Parties intend to collaborate in obtaining consulting, administrative and management services needed to efficiently and effectively develop a GSP, to conduct outreach to other Basin agencies and private parties, and to identify mechanisms for the management and funding commitments reasonably anticipated to be necessary for the purposes of this Agreement.

ARTICLE 3: FORMATION, PURPOSE AND POWERS

3.1 **Recitals:** The foregoing recitals are incorporated by reference.

3.2 **Certification.** Each of the Parties certifies and declares that it is a public agency that is designated as a GSA and authorized to manage groundwater for the portion of the Basin for which it, or its members overlie.

3.3 **Purpose of the Agreement.** The purposes of this Agreement are to:

- a. Cooperatively carry out the purposes, goals and objectives of SGMA;
- b. Provide for cooperation amongst and between the Parties to develop a GSP;
- c. Implement, where consistent with the terms and limitations of this Agreement, a legally sufficient GSP in compliance with SGMA for the Basin; and

3.4 **Authority Under the Agreement.** To the extent authorized by governing boards of the Parties, subject to the limitations set forth in this Agreement and the limitations of all applicable laws, the Parties may:

- a. Coordinate the implementation of projects and actions to be developed and included in the GSP;
- b. Adopt coordinated actions, rules, regulations, policies, and procedures related to implementation of the GSP;
- c. Perform all acts necessary or proper to carry out fully the purposes of this Agreement and to exercise all other powers necessary and incidental to the implementation of the powers set forth herein.

3.5 **Powers Reserved to Parties.** Each of the Parties will have the sole and absolute right, in its sole discretion, to:

- a. Act as a GSA within its boundaries or the Management Area managed in whole or in part by such Parties;
- b. Approve any portion, section or chapter of the GSP developed pursuant to this Agreement;
- c. Exercise powers and authorities granted to each Party pursuant to SGMA or under that Party's enabling legislation;
- d. Exercise authority to implement SGMA and any GSP adopted pursuant to this Agreement;
- e. Defend any challenge to the adoption or implementation of a GSP developed pursuant to this Agreement; and
- f. The right to terminate this Agreement pursuant to Article 7, below.
- g. Notwithstanding anything to the contrary in this Agreement, this Agreement does not provide any Parties the authority to undertake any activities within the geographic or service area boundaries of any other Parties pursuant to the GSP developed or adopted hereunder, unless the Parties have formally and expressly consented and agreed in writing to the activity proposed.

3.6 **Term.** This Agreement shall be effective as of the Effective Date and shall remain in effect until terminated in accordance with Article 7.4 of this Agreement.

3.7 **Participation of Parties.** Each of the Parties agrees to undertake such additional proceedings or actions as may be necessary in order to carry out the terms of this Agreement, including the support of its Members, to participate in this Agreement. This support will involve the following types of actions:

- a. Each Party agrees to designate two members of its governing body, staff, or other designated representative(s) to serve on the Joint Management Committee and to provide assistance to any third party facilitating the development of the GSP by making available staff time, information and facilities within available resources.
- b. Each of the Parties may contribute public resources including but not limited to personnel, services, equipment or property to facilitate this Agreement. Such in-kind resource support is made in order to facilitate this Agreement and comply with SGMA; without a separate Project Agreement, the contributions shall not be made with the expectation of reimbursement from other Parties.

3.8 **Other Officers and Employees.** To the extent the Parties need support from employees, officers, consultants or otherwise need to hire employees, and such retention requires financial contribution of the Parties, the Parties may do so through amendment of this Agreement setting forth the terms and conditions of such support.

ARTICLE 4: GOVERNANCE

4.1 **Joint Management Committee.** Activities under this Agreement will be guided by the appointed management committees of each Party (“Joint Management Committee”), the composition of which is set forth in Section 3.7(a). The Joint Management Committee shall work collaboratively under this Agreement for the purpose of attempting to develop recommendations for technical and substantive Basin-wide issues. Recommendations from the Joint Management Committee that require approval or action of the Parties shall, upon unanimous consent of the Joint Management Committee, be provided to each Parties’ respective governing boards for consideration of adoption, approval, or other recommended action. The Joint Management Committee may consider the following topics and make recommendations to the Parties governing boards:

- a. Develop budget(s) for any project or program where joint funding from the Parties is proposed;
- b. Draft reports or options with regard to decisions related to proposing new or enhanced taxes, assessments or property-related fees and charges;
- c. Propose guidance and options for obtaining grant funding;
- d. Recommend the adoption of rules, regulations, policies, and procedures related to the Agreement;
- e. Recommend the approval of contracts with consultants or subcontractors that would undertake work on behalf of the Parties pursuant to this Agreement;
- f. Update each Party’s respective governing boards on specific issues, including the development of the GSP, when appropriate or requested;
- g. Advise the Parties when the convening of an Ad Hoc committee is needed to resolve an impasse or inability to make a consensus recommendation;
- h. Conduct outreach with stakeholder groups;
- i. Participate and guide the development of GSP and materials in support thereof;
- j. Recommend action and/or approval of a GSP; and

All other topics consistent with the terms of this Agreement.

4.2 **Meetings.** The Joint Management Committee shall provide for regular and special meetings in accordance with Chapter 9, Division 2, Title 5 of Government Code of the State of California (the “Ralph M. Brown Act” commencing at Section 54950), and any subsequent amendments of those provisions.

4.3 **Advisory Committees.** The Joint Management Committee may utilize existing advisory committees of each Party and/or establish other advisory committees, technical committees or other committees for any purpose, including but not limited to the GSP purposes in Water Code Section 10727.8.

4.4 **Impasse Resolution.** To the extent the Joint Management Committee is unable to make a unanimous recommendation on an issue for which their respective governing boards need to make a decision, the Joint Management Committee may recommend that the Parties convene an Ad Hoc committee comprised of not more than two members of each Parties' governing board members in an attempt to resolve the impasse.

ARTICLE 5: INFORMATION AND DATA SHARING

5.1 **Exchange of Information.** The Parties acknowledge and recognize pursuant to this Agreement and SGMA, the Parties may need to exchange information amongst and between the Parties and will do so through collaboration and/or informal requests made at the Joint Management Committee level or through working/stakeholder committees. To the extent it is necessary to make a written request for information to other Parties, it will be communicated in writing and transmitted in person or by mail, facsimile machine or other electronic means to the appropriate representative as named in this Agreement.

ARTICLE 6: FINANCIAL PROVISIONS

6.1 **Contributions and Funding.** The funding and implementation of the GSP will be initially funded through a grant award from the Department of Water Resources ("DWR"). Any funding not covered by grant shall be funded by separate unanimous agreement of the Parties.

6.2 **DWR Grant.** The DWR grant is being administered by Butte County on behalf of the Vina GSA, the Rock Creek GSA and all of the GSAs in adjoining Butte and Wyandotte Creek subbasins. To the extent practicable and consistent with this Agreement, the DWR grant will develop common components of the GSP. For GSP components subject to the independent discretion of the Parties, the Parties agree to utilize the DWR grant in an efficient and equitable manner.

6.3 **Funding Responsibility.** Each of the Parties shall be responsible to fund its participation in this Agreement. Each of the Parties will be solely responsible for raising funds for payment of the Parties' share of operating and administrative costs. The obligation of each of the Parties to make payments under the terms and provisions of this Agreement is an individual and severable obligation and not a joint obligation with those of the other Parties. Each of the Parties shall be individually responsible for its own covenants, obligations, and liabilities under this Agreement. No Parties shall be precluded from independently pursuing any of the activities contemplated in this Agreement. No Parties shall be the agent or have the right or power to bind any other Parties without such Parties' express written consent, except as expressly provided in this Agreement.

6.4 **Alternate Funding Sources.** The Parties may jointly seek to secure additional contributions of grant funding, state, federal, or county funding as funding or a portion of funding for implementation of the GSP, including projects and management actions that benefit the Basin.

ARTICLE 7: DISPUTE RESOLUTION, WITHDRAWAL AND TERMINATION

7.1 **Dispute Resolution.** It is the desire of the Parties to informally resolve all disputes and controversies related to this Agreement, whenever possible, at the least possible level of formality and cost. If a dispute occurs, one representative of each Party shall meet and confer in an attempt to resolve the matter. If informal resolution cannot be achieved, the matter will be referred to the Joint Management Committee for resolution. The Joint Management Committee may engage the services of a trained mediator or resort to all available legal and equitable remedies to resolve disputes.

7.2 **Withdrawal and Termination.** Either Party may, in its sole discretion, unilaterally withdraw and terminate its participation from this Agreement, effective upon thirty (30) days' prior written notice to the governing board of the other Party, provided that (a) the withdrawing Party will remain responsible for its proportionate share of any obligation or liability duly incurred while a Party to this Agreement and (b) the Parties will meet and confer to negotiate, a coordination agreement, if necessary, under SGMA.

7.3 **Disposition of Property Upon Termination.** Upon termination of this Agreement, the Joint Management Committee shall recommend the Parties distribute the assets between the successor entity and the Parties in proportion to how the assets were provided.

7.4 **Use of Data.** Upon withdrawal, a Party shall be entitled to use any data or other information developed during its time as a Party to the Agreement. Further, should a Party withdraw after completion of the GSP, it shall be entitled to utilize the GSP for future implementation of SGMA within its boundaries.

ARTICLE 8: MISCELLANEOUS PROVISIONS

8.1 **Amendments.** This Agreement may only be amended by a written instrument executed by all Parties.

8.2 **Binding on Successors.** Except as otherwise provided in this Agreement, the rights and duties of the Parties may not be assigned or delegated without a unanimous vote by the Parties. Any approved assignment or delegation shall be consistent with the terms of any contracts, resolutions, indemnities and other obligations then in effect. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Parties hereto.

8.3 **Notice.** Any notice or instrument required to be given or delivered under this Agreement may be made by: (a) depositing the same in any United States Post Office, postage prepaid, and shall be deemed to have been received at the expiration of 72 hours after its deposit in the United States Post Office; (b) transmission by facsimile copy to the addressee; (c) transmission by electronic mail; or (d) personal delivery, as follows:

ROCK CREEK GSA

Hal Crain, Board Director
Rock Creek Reclamation District GSA
5556 Wilson Landing Road
Chico, CA 95973
530-345-3412
rockcreekreclamation@aol.com

VINA GSA
Paul Gosselin, Water and Resource Conservation
Vina GSA
308 Nelson Avenue
Oroville, CA 95965
530-552-3590
pgosselin@buttecounty.net
<http://www.buttecounty.net/>

With copy to: Valerie Kincaid
O'Laughlin & Paris LLP
2617 K Street, Suite 100
Sacramento, CA 95816
Email: vkinaid@olaughlinparis.com
Phone: 916.599.5498

Dustin Cooper
Minasian, Meith, Soares, Sexton & Cooper, LLP
1681 Bird Street
P.O. Box 1679
Oroville, CA 95965-1679
Email: dcooper@minasianlaw.com
Phone: 530-533-2885

8.4 **Counterparts.** This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original. All such counterparts shall together constitute but one and the same instrument.

8.5 **Choice of Law.** This Agreement shall be governed by the laws of the State of California.

8.6 **Severability.** If one or more clauses, sentences, paragraphs or provisions of this Agreement are held to be unlawful, invalid or unenforceable, it is hereby agreed by the Parties that the remainder of the Agreement shall not be affected thereby. Such clauses, sentences, paragraphs or provisions shall be deemed reformed so as to be lawful, valid and enforced to the maximum extent possible.

8.7 **Headings.** The paragraph headings used in this Agreement are intended for convenience only and shall not be used in interpreting this Agreement or in determining any of the rights or obligations of the Parties to this Agreement.

8.8 **Construction and Interpretation.** This Agreement has been arrived at through negotiation and each of the Parties has had a full and fair opportunity to revise the terms of this Agreement. As a result, the normal rule of construction that any ambiguities are to be resolved against the drafting Parties shall not apply in the construction or interpretation of this Agreement.

8.9 **Entire Agreement.** This Agreement constitutes the entire agreement among the Parties and supersedes all prior agreements and understandings, written or oral.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above-written.

“VINA GSA”

Vina Groundwater Sustainability Agency



Ann Schwab, Chair

Date: 11/19/2020

“ROCK CREEK GSA”

Rock Creek Reclamation District Groundwater Sustainability Agency



Hal Crain, Board Director

Date: 12/31/20