

**MEMORANDUM OF UNDERSTANDING AMONGST AND BETWEEN TUSCAN
WATER DISTRICT, ROCK CREEK RECLAMATION DISTRICT GROUNDWATER
SUSTAINABILITY AGENCY, AND VINA GROUNDWATER SUSTAINABILITY
AGENCY**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into by and between TUSCAN WATER DISTRICT, a California water district (**Tuscan**), ROCK CREEK RECLAMATION DISTRICT GROUNDWATER SUSTAINABILITY AGENCY (**Rock Creek GSA**), and VINA GROUNDWATER SUSTAINABILITY AGENCY (**Vina GSA**) this 28th day of JANUARY, 2025 (**Effective Date**). Tuscan, Rock Creek GSA, and Vina GSA may each be referred to individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

A. Tuscan is a newly created California water district within Butte County formed to provide its landowners with sustainable management of groundwater resources within Tuscan’s boundaries, including, within those boundaries, implementation of the Sustainable Groundwater Management Act (SGMA) as well as the adopted Groundwater Sustainability Plan for the Vina Subbasin (**Vina Subbasin GSP**).

B. There are two Groundwater Sustainability Agencies (**GSAs**) within The Vina Subbasin (Subbasin 5-021.57) (Rock Creek GSA and Vina GSA). There is a single groundwater sustainability plan for the Vina Subbasin – the Vina Subbasin GSP. The GSAs are responsible for preparing, adopting, and implementing the Vina Subbasin GSP within their respective boundaries.

C. The boundaries of the Tuscan overlap with the GSA boundaries. Tuscan was formed in 2024, well after Rock Creek GSA and Vina GSA became GSAs, in 2016 and 2019 respectively. Tuscan is not a GSA and has not adopted the Vina Subbasin GSP. However, the Tuscan recognizes the Vina Subbasin GSP is the planning document that provides guidance with regard to achieving groundwater sustainability in the Vina Subbasin, including the land within the Tuscan boundary. Tuscan’s primary purpose as a California water district is to sustainably manage groundwater resources within its boundaries and pursue projects and management actions designed to achieve and maintain groundwater sustainability.

D. Rock Creek GSA commented to the Local Agency Formation Commission of the County of Butte (**LAFCo**) during the process to form Tuscan as a California water district. In its May 11, 2021 comment letter, Rock Creek GSA supported formation of Tuscan, subject to the following principles and understandings:

1. Tuscan will not perform any service currently performed by RCRD;
2. RCRD, in its capacity as a GSA, will retain its autonomy to develop, adopt, and implement the Vina Subbasin GSP within its boundaries. Tuscan may, however, participate in the development and implementation of the Vina Subbasin GSP; and
3. Tuscan will, subject to an agreement with RCRD, cooperate with the Rock Creek GSA in the pursuit of projects and management actions identified in the Vina Subbasin GSP.

E. LAFCo, by its Resolution No. 18 2022/2023, approved the formation of Tuscan as a California water district. LAFCo's Certificate of Completion for the formation of Tuscan dated February 1, 2024 and recorded on the same date as Document No. 2024-0003918 in the Official Records of Butte County (**Certificate of Completion**) identifies the conditions of formation required by LAFCo. Condition 13 (**Condition 13**) requires Tuscan, within one year from recordation of the Certificate of Completion, to enter into a memorandum of understanding with Rock Creek GSA and other GSAs within the Vina Subbasin whose jurisdictional boundaries overlap with Tuscan establishing the formal government to government working relationship between Tuscan and the Vina Subbasin GSAs (including (1) acknowledgment of the roles of each agency under SGMA, and methods for communication, cooperation and collaboration, and (2) establishing points of contact and any other matter leading to cooperation in the implementation of the Vina Subbasin GSP. and identifying Tuscan as a GSA partner.

F. Condition 18 provides, in part, that before approving any groundwater sustainability plan (GSP) implementation activity subject to the California Environmental Quality Act (CEQA), Tuscan should work with the Vina GSA to ensure such projects are consistent with the Vina Subbasin GSP.

G. The Parties desire to enter into this MOU to comply with Condition 13.

THEREFORE, the Parties agree as follows:

AGREEMENT

1. **Purpose.** The purpose of this MOU is to establish a formal collaborative and cooperative working relationship between Tuscan, on the one hand, and Rock Creek GSA and Vina GSA, on the other hand, in the implementation of the Vina Subbasin GSP enabling Tuscan to serve as a partner with those GSAs implementing SGMA within the Vina Subbasin.

2. **Acknowledgement of Roles.**

(a) **Tuscan:**

1. Tuscan will represent its landowners in the development of projects and activities funded by Tuscan in achieving groundwater sustainability
2. Tuscan will serve as a partner to Rock Creek GSA and Vina GSA and provide support through implementation of projects and management actions as identified in the Vina Subbasin GSP, as that GSP may be amended from time to time. Tuscan is not a GSA and will not undertake any duties or authorities of a GSA.
3. Except as otherwise provided in this MOU, Tuscan may participate in the implementation of SGMA and the Vina Subbasin GSP to the same extent as any interested party within the Vina Subbasin.

(b) **Rock Creek GSA and Vina GSA:**

1. Rock Creek GSA and Vina GSA will fulfill their duties and responsibilities as GSAs in the Vina Subbasin; neither GSA has delegated to Tuscan, and they each will retain, all of their authority as a GSA under SGMA, including all of their authority to amend and implement the Vina Subbasin GSP.
2. Rock Creek GSA and Vina GSA shall continue to fulfill their respective duties as GSAs, which may include, but is not limited to, submission of annual reports, updates to the Vina Subbasin GSP, continued collaboration with the Department of Water Resources, and implementation of projects and management actions identified for each in the Vina Subbasin GSP. In the event either GSA collaborates with Tuscan on any of those projects and management actions, the GSA reserves for its discretion the scope of that collaboration.

3. **Methods for Communication, Cooperation, and Collaboration.** The Parties shall communicate, cooperate, and collaborate in the following ways:

(a) **Information Sharing:**

1. The Parties agree to share data, studies, reports, and other information related to groundwater conditions, Vina Subbasin GSP projects and management actions, and other topics reasonably related to groundwater management in the Vina Subbasin.
2. The Parties shall each commit to timely and transparent communication regarding any changes or updates to projects and management actions that may affect the other Party.

(b) **Cooperation and Collaboration:**

1. Subject to and as provided under Condition 18, Tuscan may develop and implement groundwater projects and management actions within those areas of Tuscan's boundaries overlapping with Rock Creek GSA and Vina GSA and commits to inform and collaborate with the GSAs on such endeavors.
2. The Parties will use their best efforts to identify opportunities to work together on groundwater management projects and management actions benefitting the sustainability goals outlined in the Vina Subbasin GSP.
3. The Parties may collaborate to secure grants and funding for Vina Subbasin GSP projects and other groundwater sustainability actions in the Vina Subbasin.

4. **Points of Contact.** Tuscan, Rock Creek GSA, and Vina GSA shall each designate and maintain a primary point of contact to facilitate communication and coordination. In the event of any change in the point of contact, the designating Party shall promptly notify the

others of the change. The designated points of contact for each Party shall meet, either in-person or by videoconference, at least annually to discuss water management activities in the Vina Subbasin, including ongoing Vina Subbasin GSP implementation efforts, opportunities for collaboration, and any potential challenges needing to be addressed.

5. Term, Termination, and Amendment.

- (a) This MOU will remain in effect for a period of five (5) years following the Effective Date and may be extended upon mutual agreement of the Parties.
- (b) Any Party may terminate its participation in this MOU upon sixty (60) days' written notice to the other Parties. However, before sending any notice of termination to the other Parties, the Party seeking to terminate participation in this MOU shall meet and confer informally with the other Parties to attempt resolution of any concern or dispute giving rise to its desire to no longer participate in this MOU.
- (c) This MOU may be amended or modified in writing by mutual consent of all Parties at any time during the term of MOU.

6. General Provisions.

- (a) Except as expressly provided in this MOU, nothing in this MOU creates any financial rights or obligations among the Parties. Any sharing of costs among the Parties will be the subject of a separate written agreement.
- (b) This MOU (i) is the final and complete expression of the agreement among the Parties regarding its subject matter and may not be contradicted by evidence of any prior or contemporaneous oral or written agreement or representation, (ii) may not be amended, nor may any of its provisions be waived, except by an instrument in writing signed by all Parties, (iii) will be construed according to the laws of the State of California, and (iv) has been jointly negotiated and drafted, and Civil Code section 1654 will not apply in its interpretation.

TUSCAN WATER DISTRICT

By: Richard McGowan
Richard McGowan, President Date

ROCK CREEK RECLAMATION
DISTRICT GSA

By: Darren Rice 1/28/2025
Darren Rice, Chairman Date

VINA GSA

By: Evan Tuchinsky 1/28/25
Evan Tuchinsky, Board Chair Date