

SOLANO SUBBASIN

GROUNDWATER SUSTAINABILITY AGENCY

BOARD OF DIRECTORS:

Chair:

Director Dale Crossley
Reclamation District No. 2068

Vice Chair:

Supervisor Mitch Mashburn
Solano County District 5

DIRECTORS:

Vice-Mayor Scott Pederson
City of Dixon

Mayor Ron Kott
City of Rio Vista

Director Jack Caldwell
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Conservation District

Director Ryan Mahoney
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Supervisor John Vasquez
Solano County District 4

Director John Roteveel
Solano County Farm Bureau

Director Russ Lester
Solano County Agricultural
Advisory Committee

Director Kurt Balasek
Solano Resource
Conservation District

SECRETARY/TREASURER:

Roland Sanford
Solano County Water Agency

BOARD OF DIRECTORS MEETING-**SPECIAL MEETING**

DATE: Thursday, April 28, 2022

TIME: 6:00 P.M.

PLACE: SCWA Board Room/Virtual Zoom Meeting

<https://us02web.zoom.us/j/84951138802?pwd=VnRkZGxYLzA0R2Z3OEJSVGhuL0tIZz09>

Meeting ID: 849 5113 8802/Passcode: 232331

One tap mobile: +16699009128,,84951138802#,,,,*232331#

Dial by your location:+1 669 900 9128

Backup Conference line: 800-510-5879/Passcode 385498

1. REMOTE MEETING

In Compliance with Government Code Section 54953(e) added by Assembly Bill 361, and consistent with the findings made by the Solano GSA Board of Directors in accordance therewith, members of the Solano GSA Board and members of the public will participate in this meeting by teleconference. Per AB 361, the Board is to reconsider the circumstances of the state of emergency and determine that: (i) the state of emergency continues to directly impact the ability of the members to meet safely in person; and/or (ii) State or local officials continue to impose or recommend measures to promote social distancing.

2. CALL TO ORDER

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA

5. PUBLIC COMMENT

Limited to 5 minutes for any one item not scheduled on the Agenda.

6. BOARD MEMBER REPORTS (estimated time: 5 minutes)

RECOMMENDATION: For information only.

7. EXECUTIVE ORDER N-7-22 (estimated time: 10 minutes)

RECOMMENDATIONS:

1. Receive update on Executive Order N-7-22.
2. Authorize Chairman to Sign Resolution 2022-01-Statement of Consistency Pursuant to Executive Order N-7-22 and Findings of Fact.
3. Authorize Staff to make Consistency Determinations pursuant to the Emergency Provisions of the Draft GSP Consistency Criteria for Well Construction Applications.

8. GSP IMPLEMENTATION MOU (estimated time: 10 minutes)

RECOMMENDATIONS:

1. Discuss Rate Study/Proposition 218 Process for Solano GSA and Delta Reclamation Districts.
2. Authorize Chairman to Sign GSP Implementation MOU and authorize Staff to make editorial/non-substantive changes to MOU after Reclamation District review of MOU.

9. CLOSED SESSION (estimated time: 45 minutes)

CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION
(Subdivision (d) of Gov. Code §54956.9)
Significant exposure to litigation: 1 potential case-SGMA Implementation Fees

10. TIME AND PLACE OF NEXT MEETING

Thursday, May 12, 2022, at 5:00 p.m. at the SCWA offices.

The Full Board of Directors packet with background materials for each agenda item can be viewed on the Agency's website at www.scwa2.com/resources-management/ground-water/solano-gsa-bod

Any materials related to items on this agenda distributed to the Board of Directors of Solano Subbasin Groundwater Sustainability Agency less than 72 hours before the public meeting are available for public inspection at the Agency's offices located at the following address: 810 Vaca Valley Parkway, Suite 203, Vacaville, CA 95688. Upon request, these materials may be made available in an alternative format to persons with disabilities.

**ACTION OF
SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY**

DATE: April 28, 2022

SUBJECT: Executive Order N-7-22

RECOMMENDATION:

- 1. Receive update on Executive Order N-7-22 from staff.
- 2. Authorize Chairman to sign Resolution 2022-01-Statement of Consistency Pursuant to Executive Order N-7-22 and Findings of Fact.
- 3. Authorize Staff to make Emergency Consistency Determinations to expedite well applications for existing wells that have failed.

FINANCIAL IMPACT:

None.

BACKGROUND:

On March 28, 2022, Governor Newsom issued Drought Executive Order N-7-22 (EO) that included new well permitting requirements for local agencies to prepare for and lessen the effects of drought conditions.

At the April 14, 2022, Solano GSA Board meeting, staff were given direction to coordinate with Solano County Environmental Health Services Division staff to draft Consistency Criteria (CC) for well construction applications within the Solano GSA. Staff have begun to develop the draft CC. In the interim, staff are aware of well applications in Solano, Sacramento, and Yolo Counties, some of which are for replacement of existing wells that have stopped producing groundwater.

As the Groundwater Sustainability Plan (GSP) states, the Solano Subbasin is stable, groundwater resources are already managed sustainably. The likely recommendation for the final CC will be that most well applications for new or replacement wells will likely not be inconsistent with the GSP and would not decrease the likelihood of achieving the sustainability goals for the subbasin and would therefore be approved.

The draft CC contains an emergency provision for replacement wells that are essentially replacing in-kind. This emergency provision is in place to provide relief so that existing agricultural operations as well as small water

Recommended: _____
Roland Sanford, Secretary

<input type="checkbox"/> Approved as recommended	<input type="checkbox"/> Other (see below)	<input checked="" type="checkbox"/> Continued on next page
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Modification to Recommendation and/or other actions:

I, Roland Sanford, Secretary to the Solano Groundwater Sustainability Agency, do hereby certify that the foregoing action was regularly introduced, passed, and adopted by said Board of Directors at a regular meeting thereof held on April 28, 2022, by the following vote.

Ayes:

Noes:

Abstain:

Absent:

Roland Sanford,
Secretary to the Solano Groundwater Sustainability Agency

systems are not put at risk as the CC is developed.

The staff recommendations are to authorize the Board Chairman to sign Resolution 2022-01-Statement of Consistency Pursuant to Executive Order N-7-22 and Findings of Fact and to authorize staff to make Consistency Determinations under the Emergency Provisions of the CC.

Staff will continue to coordinate with Solano County staff and other GSAs to continue efforts on the CC and bring back to the Board at a future meeting. An outline of the CC with the Emergency Provisions is attached.

SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY

RESOLUTION NO. 2022-01

**STATEMENT OF CONSISTENCY
PURSUANT TO EXECUTIVE ORDER N-7-22
AND FINDINGS OF FACT**

WHEREAS on December 9, 2021, the Solano Subbasin Groundwater Sustainability Agency (GSA) adopted the Solano Subbasin Groundwater Sustainability Plan (GSP); and

WHEREAS on March 29, 2022, Governor Newsom adopted Executive Order N-7-22, which prohibits any county or other public agency from approving a permit for a “new groundwater well or for alteration of an existing well”

Without first obtaining written verification from a Groundwater Sustainability Agency managing the basin or area of the basin where the well is proposed to be located that groundwater extraction by the proposed well would not be inconsistent with any sustainable groundwater management program established in any applicable Groundwater Sustainability Plan adopted by that Groundwater Sustainability Agency and would not decrease the likelihood of achieving a sustainability goal for the basin covered by such a plan; and

WHEREAS the GSP provides in Section 5.10:

GSP Regulations require the GSP to quantify the sustainable yield for the Subbasin. Sustainable yield is defined as “the maximum quantity of water, calculated over a base period representative of long-term conditions in the basin and including any temporary surplus, that can be withdrawn annually from a groundwater supply without causing an undesirable result” (CWC Section 10721(w)). Historical and projected model results show that the conditions in the Subbasin under the historical and anticipated future land use conditions and hydrology, including with potential climate change conditions (2030 and 2070), will not cause the occurrence of undesirable results in the Subbasin over the 50-year GSP period based on sustainability indicator Minimum Thresholds (MTs) developed for the Subbasin; and

WHEREAS the GSP provides in Section 5 that it is unlikely that any beneficial users of surface water would be significantly and unreasonably adversely affected by groundwater management under any of the projected future conditions evaluated, including under climate change. Similarly, changes in subsurface flows under the projected scenarios are small and will not impede the ability of adjacent subbasins to achieve or maintain sustainability. Therefore, the sustainable yield is estimated to total about 190,000 acre-feet per year (for the combined sustainable yield of the primary aquifers), which is equal to the volume of groundwater extracted annually in the Subbasin under the projected model scenario with future land use and 2070 climate change conditions; and

WHEREAS the GSP provides in Section 6 (at page 15):

There is no evidence that groundwater levels are chronically declining in the Subbasin, and they are not expected to do so in the future. Water levels in the Solano Subbasin are generally stable with seasonal fluctuations, temporary downward trends during drought period, and recovery during wet periods; and

WHEREAS the GSP provides in Section 6.2.2 that historical and current groundwater conditions in the Subbasin indicate that undesirable results (URs) for reductions in groundwater storage have not occurred in the Subbasin, and projected model simulations suggest that URs are not anticipated to occur during the 50-year planning and implementation; and

WHEREAS the GSP provides in Section 8 that the Solano Collaborative is committed to maintaining the sustainability of groundwater resources in the Subbasin. Projects and management actions (PMAs) have been developed to support the sustainability goal for the Subbasin. Based on historical, current, and projected water budgets, the Solano Subbasin can be maintained at sustainable groundwater levels and quality with minimal to no additional intervention by the GSAs; however, the northwestern portion of the Subbasin is a local area vulnerable to declining groundwater levels. The PMAs identified in this GSP may not be necessary to maintain sustainability throughout the Solano Subbasin but are available to the GSAs should conditions change; and

WHEREAS through the Collaboration Agreement, the Collaborating GSAs agreed that their previously-formed GSA Coordination Committee (“Collaborative”) was delegated responsibility for preparing the GSP on behalf of the Collaborating GSAs; and

WHEREAS the GSP provides in Section 8.5.3:

Recognizing the importance of sustainable groundwater management to the region and the inherent uncertainty in modeling future conditions under climate change, the GSAs have included a potential demand management program as a “backstop” to other PMAs (i.e., considered after implementation of other feasible and cost-effective projects). Events that may trigger the demand management action are consistent with CCR Section 354.44(b)(2) and include, but are not limited to, continued land use change that increases groundwater pumping; severe, prolonged drought conditions resulting in groundwater levels approaching minimum thresholds in specific parts of the Solano Subbasin; other PMAs are not achieving the expected level of benefits; or new information about projected future conditions show that sustainability; and

WHEREAS SGMA requires that GSPs be evaluated regarding their progress towards meeting the approved sustainability goals at least every 5 years and to provide a written assessment to DWR. An evaluation must also be made whenever the GSP is amended. The annual reports required by SGMA will continually monitor movement towards; and

WHEREAS Section 10726.4(b) of the Water Code provides that GSAs are not authorized to issue permits for the construction, modification, or abandonment of groundwater wells, except as authorized by a county with authority to issue those permits; and

WHEREAS on _____ the Solano Subbasin GSA received from Solano County;
and

WHEREAS this document constitutes written verification pursuant to Executive Order N-7-22;
and

WHEREAS nothing in this Statement shall be read as interfering with the authority of Solano County to approve, disapprove, or condition any groundwater well permit project pursuant to its permitting authority.

NOW, THEREFORE,

Be it resolved that based on the GSP, the continual monitoring and 5-year updates to the GSP, and the Solano Subbasin GSA's commitment to implementing all actions required to achieve sustainability, the Board of Directors of the Solano Subbasin Groundwater Sustainability Agency makes the following findings:

1. Groundwater extraction by the proposed well would not be inconsistent with any sustainable groundwater management program established in the GSP; and
2. Groundwater extraction by the proposed well would not decrease the likelihood of achieving a sustainability goal for the Basin.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2022
by the following vote:

AYES:

NAYS:

ABSTAIN:

ABSENT:

Attest:

Dale Crossley, Chairman

Roland Sanford, Secretary

Date: _____

SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY

GSP Consistency Criteria for Well Construction Applications

1.0 Purpose:

This Criteria shall be used by the Solano Subbasin Groundwater Sustainability Agency (Solano GSA) to determine that a Groundwater Well proposed for construction with the Solano GSA's boundary is consistent with the objectives of the Solano Subbasin Groundwater Sustainability Plan (GSP), as adopted by the Solano GSA on December 9, 2021, or as subsequently updated and adopted pursuant to California Water Code Section 10728.2.

2.0 Applicability

Capitalized terms in this Criteria shall have the meaning given in the Solano GSA Consistency Criteria:

"Agricultural Well" or "Irrigation Well"

"Groundwater"

"Historical Parcel"

"Monitoring Well"

"Person"

"Public Water Agency".

"Well or Water Well"

"Well Construction"

3.0 Applicants Requirements

4.0 Solano GSA Consistency Criteria

5.0 Solano GSA Consistency Determination

6.0 Solano GSA Rules and Enforcement

7.0 Cost Reimbursement

8.0 Emergency Provisions

As the Consistency Criteria is being developed by the Solano GSA, there may be situations where well applications are submitted to repair or replace an existing well that has stopped producing at an amount to sustain existing agricultural or municipal uses. As the Solano Subbasin is in stable condition, the Solano GSA will provide a Consistency Determination for well applications within the Solano GSA boundary that are replacing a well in kind, with the following conditions:

- 1.8.1 The proposed replacement Well will replace an existing Well(s) consistent with Solano County Code, Chapter 13.10;
- 1.8.2 The proposed replacement Well will be located on the “Historical Parcel”(s) or, for a Public Agency, anywhere within the boundary of the Public agency as that boundary existed on January 1, 2022;
- 1.8.3 The proposed replacement Well will provide water only to the acreage to which the existing well(s) historically applied water (“Historical Parcel”).

**ACTION OF
SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY**

DATE: April 28, 2022

SUBJECT: Groundwater Sustainability Plan Memorandum of Understanding

RECOMMENDATION:

- 1. Receive report on Rate Study and Proposition 218 process for Solano GSA and Delta Reclamation Districts.
- 2. Authorize Board Chair to sign Groundwater Sustainability Plan Memorandum of Understanding (MOU) and Authorize staff to make editorial/non-substantive changes to the MOU after the Reclamation Districts review and sign the MOU.

FINANCIAL IMPACT:

None.

BACKGROUND:

Pursuant to the Sustainable Groundwater Management Act of 2014, the Groundwater Sustainability Agencies (GSAs) developed a Groundwater Sustainability Plan (GSP) for the Solano Subbasin and submitted it to the California Department of Water Resources on January 27, 2022.

GSP Implementation activities will cost on the order of \$800,000-\$1,000,000 annually. A rate study is in process to determine exact costs for all required to maintain local control of groundwater resources. Solano Subbasin stakeholder fees are a likely source of most of that needed funding, grants will also be pursued. Staff have started background Proposition 218 processes for the Solano GSA boundary to look at securing the needed funding for implementation of the GSP.

The other GSAs within the Solano Subbasin either have their own existing Proposition 218 process in place or have agreed to pay directly for their GSA portion of implementing the GSP. Noted exceptions are the Delta Reclamation Districts (Delta RDs) who formed GSAs late in the GSP development process.

The Delta RDs include Reclamation District 3, Reclamation District 349, Reclamation District 554, Reclamation District 556, and Reclamation District 2111, all in Sacramento County, and Reclamation District 501 in Solano County.

Recommended: _____
Roland Sanford, Secretary

<input type="checkbox"/> Approved as recommended	<input type="checkbox"/> Other (see below)	<input checked="" type="checkbox"/> Continued on next page
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Modification to Recommendation and/or other actions:

I, Roland Sanford, Secretary to the Solano Groundwater Sustainability Agency, do hereby certify that the foregoing action was regularly introduced, passed, and adopted by said Board of Directors at a regular meeting thereof held on April 28, 2022, by the following vote.

Ayes:

Noes:

Abstain:

Absent:

Roland Sanford,
Secretary to the Solano Groundwater Sustainability Agency

The purpose of this Finance/Implementation Memorandum of Understanding (MOU) between the Solano GSA and the Delta RDs would be for the Solano GSA, through Sacramento County, to be able to collect fees within the boundaries of these Delta RDs. Through this MOU, the Solano GSA would exercise powers under the Joint Powers Act in order to impose the Proposition 218 fee on behalf of the Delta RDs.

Although it would be more advantageous to have the Sacramento County GSA take on the task of collecting these fees from the Delta RDs, they have indicated with the recent retirement of their point person, that they would not be able to take this on with the short timeline needed to provide the information the County Assessor's office. They indicated they would be able to assist next year for the 2024 tax year.

Assuming the Delta RD's sign the MOU to allow the Solano GSA to collect fees within their boundaries, staff are concerned there may not be enough time to provide the needed information to the Sacramento County Assessor's office for the 2023 tax year. However, staff recommend pushing forward with this MOU to help solve this funding need.

Staff have reached out to the Sacramento County GSA to see if they would agree to pay the portion of the fees that would be collected within the RDs boundaries for 2023. Staff have also reached out to the Department of Water Resources to see what recourse could be taken if these RDs do not pay their share for GSP implementation.

JOINT POWERS AGREEMENT FOR GSA FINANCING

THIS JOINT POWERS AGREEMENT FOR GSA FINANCING (**Agreement**) is entered into and effective this ____ day of _____, 2022 (**Effective Date**), pursuant to the Joint Exercise of Powers Act, Cal. Government Code §§ 6500 *et seq.* (**JPA Act**) by and among the SOLANO SUBBASIN GROUNDWATER SUSTAINABILITY AGENCY (**Solano**), the RECLAMATION DISTRICT 3 GROUNDWATER SUSTAINABILITY AGENCY (**RD 3**), the RECLAMATION DISTRICT 317 GROUNDWATER SUSTAINABILITY AGENCY (**RD 317**), the RECLAMATION DISTRICT 349 GROUNDWATER SUSTAINABILITY AGENCY (**RD 349**), RECLAMATION DISTRICT 501 GROUNDWATER SUSTAINABILITY AGENCY (**RD 501**) the RECLAMATION DISTRICT 554 GROUNDWATER SUSTAINABILITY AGENCY (**RD 554**), the RECLAMATION DISTRICT 556 GROUNDWATER SUSTAINABILITY AGENCY (**RD 556**), and the RECLAMATION DISTRICT 2111 GROUNDWATER SUSTAINABILITY AGENCY (**RD 2111**), each individually a **Party** and collectively referred to as the **Parties**. The RECLAMTION DISTRICTS are hereinafter collectively referred to as the “**RDs**.”

1. RECITALS.

1.1. On September 16, 2014, the Governor of the State of California signed into law the Sustainable Groundwater Management Act (**SGMA**), consisting of Senate Bills 1168 and 1319, and Assembly Bill 1739 collectively, codified at Water Code sections 10720 *et seq.*

1.2. SGMA requires that high and medium priority California groundwater basins and subbasins be managed by a Groundwater Sustainability Agency (**GSA**) or multiple GSAs, and that such management be implemented pursuant to an approved Groundwater Sustainability Plan (**GSP**) or multiple coordinated GSPs. Each Party has elected to become a GSA pursuant to SGMA.

1.3. Each Party overlies the Sacramento Valley – Solano Groundwater Subbasin (5 – 021.66) (**Basin**), as its boundaries are recognized by California’s Department of Water Resources (**DWR**), and may be modified from time to time in accordance with Water Code section 10722.2.

1.4. The Parties joined together with multiple GSAs within the Basin to prepare a GSP and submit it to DWR.

1.5. The Parties are now in the process of implementing the GSP, and Solano plans to undertake a Proposition 218 process to adopt a fee for GSP implementation pursuant to SGMA (“**Fee**”).

1.6. The RDs wish to have Solano implement the Fee within their boundaries in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein and these Recitals, which are hereby incorporated herein by this reference, it is agreed by and among the Parties as follows:

1. FEE DELEGATION

1.1. Fees. The Parties contemplate at certain times that one or more of the Parties will delegate to Solano the authority to impose per-acre fees or charges compliant with and authorized by both Proposition 218 and SGMA within their boundaries both for itself and on behalf of any of the Parties to this Agreement who provide written direction to Solano to do so.

1.1.1. Fees imposed pursuant to this part may be different within the boundaries of each GSA party to this Agreement based on the differential benefits conferred, as specifically directed by the authorizing GSA.

1.1.2. Solano shall hold funds received from Solano County generated by imposition of the fee, and all funds that may be paid directly by other Parties in lieu of such fee.

1.1.3. Solano shall maintain a detailed accounting of all fees collected and shall keep all fees in a separate and independent account.

1.2. Consent. Each GSA shall have the sole authority to approve and authorize any new or modified fee to be imposed by Solano within their respective GSA boundary.

1.3. Distribution. With regard to fees expended for GSA implementation activities, projects, or management actions, Solano shall either disperse funding directly or shall reimburse GSAs for incurred costs of implementing the GSP when applicable.

2. **RESPONSIBILITIES OF THE PARTIES**. The Parties acknowledge and recognize that in order to successfully implement this Agreement, Solano will need information and data from the RDs, and the Parties shall exchange public and non-privileged information through collaboration and/or informal requests made by Solano. The Parties agree to work collaboratively to meet the requirements of this Agreement.

3. **WITHDRAWAL**. A Party may unilaterally withdraw from this Agreement without causing or requiring termination of this Agreement, effective upon thirty (30) days prior written notice to the other Parties. The withdrawing Party shall be given all of the work performed to date or work for which the withdrawing Party paid a share of including.

4. **TERM**. This Agreement shall become effective upon signature of the Parties and will remain in effect until modified or terminated by mutual consent of the Parties.

5. **NOTICES**. Any notice or communication required or permitted hereunder shall be in writing and shall be delivered personally, delivered by nationally recognized overnight courier service or sent by certified or registered mail, postage prepaid, or sent by Electronic Transmission (subject to confirmation of such transmission). Any such notice or communication shall be deemed

to have been given (i) when delivered, if personally delivered, (ii) three (3) Business Days after it is deposited with a nationally recognized overnight courier service, if sent by nationally recognized overnight courier service, (iii) the day of sending, if sent by email prior to 5:00 p.m. (PST) on any Business Day or the next succeeding Business Day if sent by email after 5:00 p.m. (PST) on any Business Day or on any day other than a Business Day or (iv) five (5) Business Days after the date of mailing, if mailed by certified or registered mail, postage prepaid, in each case, to the address or email noted below, or to such other address or addresses or emails as such party may subsequently designate to the other parties by notice given hereunder. As used in this Section, “**Business Day**” means any day other than a Saturday, Sunday or any other day on which banking institutions in the State of California are authorized by law or executive action to close.

6. **COMPLIANCE WITH LAWS.** In any action taken pursuant to this Agreement, the Parties shall comply with all applicable statutes, laws, and regulations, specifically including, but not limited to, SGMA and its implementing regulations, as they now exist or as they may be amended or promulgated from time to time. To the extent that this Agreement conflicts with or does not accurately reflect any applicable statutes, laws, or regulations now existing or as amended or promulgated from time to time, the laws, statutes, and regulations shall govern. To the extent that any applicable statutes, laws, or regulations are amended or newly promulgated in such a manner that causes this Agreement to conflict with, or no longer accurately reflect, such statutes, laws, or regulations, this Agreement shall be modified, in writing, by all Parties, in order to comport with the newly amended or promulgated statutes, laws, or regulations.

7. **MISCELLANEOUS.**

7.1. Entire Agreement. This Agreement and items incorporated herein contain all of the agreements of the Parties with respect to the matters contained herein, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. Specifically, prior MOUs entered into among some or all of the Parties, including the Prior MOU, are hereby terminated, although the Parties agree that all outstanding consultant fees, liabilities, or contract, shall be continued under the terms of this Agreement.

7.2. Amendments. No provisions of this Agreement may be amended or modified in any manner whatsoever except by an agreement in writing duly authorized by the governing bodies of all Parties.

7.3. Assignment. The rights and obligations of the Parties under this Agreement may not be assigned or delegated.

7.4. Binding Effect. This Agreement shall apply to and bind successors, contractors, subcontractors, transferees, agents, employees, and representatives of the respective Parties hereto.

7.5. Governing Law. This Agreement and all documents provided for herein and the rights and obligations of the Parties hereto shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of California (without giving effect to any choice of law principles).

7.6. Waiver. The failure of any Party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by any Party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by any other Party.

7.7. Severability. If any term or provision of this Agreement is, to any extent, held invalid or unenforceable, the remainder of this Agreement shall not be affected.

7.8. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

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

SOLANO BASIN GROUNDWATER SUSTAINABILITY AGENCY,
a Joint Powers Agency

By: _____
Name: _____
Title: _____

RECLAMATION DISTRICT 501
GROUNDWATER SUSTAINABILITY AGENCY

By: _____
Name: _____
Title: _____