



KAWEAH SUBBASIN COORDINATION AGREEMENT

GREATER KAWEAH GROUNDWATER SUSTAINABILITY AGENCY
MID-KAWEAH GROUNDWATER SUSTAINABILITY AGENCY
EAST KAWEAH GROUNDWATER SUSTAINABILITY AGENCY

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DEFINITIONS

1. “Agency” or “GSA”: refers to a groundwater sustainability agency as defined in SGMA.
2. “Agreement”: refers to this Coordination Agreement, unless indicated otherwise.
3. “Annual Report”: refers to the report required by California Water Code Section 10728.
4. “Basin”: means the Kaweah Subbasin within the Tulare Lake Hydrologic Region, San Joaquin Valley Groundwater Basin, defined in DWR’s 2016 Bulletin 118 Interim Update as Basin 5-22.11, as same may be amended from time to time.
5. “Basin setting”: refers to the information about the physical setting, characteristics, and current conditions of the Basin as described by the Agency in the hydrogeologic conceptual model, the groundwater conditions, and water budget, and Management Areas (if applicable) pursuant to California Code of Regulations, title 23, sections 354.12-354.20.
6. “Confidential Information”: as discussed in Section 3.3 of this Agreement, refers to data, information, modeling, projections, estimates, plans, and other information that are not public and in which the Party has a reasonable expectation of confidentiality, regardless of whether such information is designated as “Confidential Information” at the time of its disclosure. Confidential Information also includes information which is, at the time provided, (a) disclosed as such in writing and marked as confidential (or with other similar designation) at the time of disclosure and/or (b) disclosed in any other manner and identified as confidential at the time of disclosure and is also summarized and designated as confidential in a written memorandum delivered within thirty (30) days of disclosure.
7. “DWR”: refers to the California Department of Water Resources.
8. “Groundwater”: means water beneath the surface of the earth within the zone below the water table in which the soil is completely saturated with water, but does not include water that flows in known and definite channels.
9. “Groundwater flow”: refers to the volume and direction of groundwater movement into, out of, or throughout a basin.
10. “Management Team Committee”: refers to the governing body originally established in the Parties’ MOU that is charged with making recommendations regarding this Agreement and other Kaweah Subbasin related compliance issues to each GSA.
11. “Measurable objectives”: refers to specific, quantifiable goals for the maintenance or improvement of specified groundwater conditions that have been included in an adopted GSP to achieve the sustainability goal for the Basin.

12. "Memorandum of Understanding" or "MOU": refers to the November 1, 2017 Memorandum of Understanding signed by the Parties concerning GSP-related cooperation and coordination in the Kaweah Subbasin.
13. "Minimum Thresholds": refers to a numeric value for each sustainability indicator used to define undesirable results.
14. "Plan" or "GSP": refers to a groundwater sustainability plan as defined by SGMA.
15. "Plan Manager": refers to an employee or authorized representative of the Parties appointed by the Coordination Committee to perform the role of the Plan Manager set forth in Section 1.3 of this Agreement.
16. "Principal aquifers": refers to aquifers or aquifer systems that store, transmit, and yield significant or economic quantities of groundwater to wells, springs, or surface water systems.
17. "Representative monitoring": refers to a monitoring site within a broader network of sites that typifies one or more conditions within the Basin or an area of the Basin.
18. "Sustainability indicator": refers to any of the effects caused by groundwater conditions occurring throughout the Basin that, when significant and unreasonable, cause undesirable results, as described in Water Code Section 10721(x). Sustainability indicators include 1) chronic lowering of groundwater levels, 2) reduction of groundwater storage, 3) seawater intrusion [not applicable], 4) degraded groundwater quality, 5) land subsidence, and 6) depletions of interconnected surface water.
19. "Water source type": represents the source from which water is derived to meet the applied beneficial uses, including groundwater, recycled water, reused water, and surface water sources identified as Central Valley Project, local supplies, and local imported supplies.
20. "Water use sector": refers to categories of water demand based on the general land uses to which the water is applied, including urban, industrial, agricultural, managed wetlands, managed recharge, and native vegetation.
21. "Water year": refers to the period from October 1 through the following September 30, inclusive, and is labeled by the ending year (e.g. the last day of Water Year 2019 is September 30, 2019).
22. "Water year type": refers to the classification provided by DWR for the San Joaquin Valley, based on unimpaired runoff. The water year type is based on a numerical index and includes five (5) classifications: Wet, Above Normal, Below Normal, Dry, and Critical.

1. INTRODUCTION

1.1. PURPOSE.

The purpose of this Agreement is to comply with SGMA's coordination agreement requirements and ensure that the multiple GSPs within the Basin are developed and implemented utilizing the same methodologies and assumptions as required under SGMA and Title 23 of the California Code of Regulations, and that the elements of the GSPs are appropriately coordinated to support sustainable management.

The Parties intend that this Agreement describe how the multiple GSPs, developed by the individual GSAs, are implemented together to satisfy the requirements of SGMA. The Parties intend this Agreement will be incorporated as part of each individual GSP developed by the Parties.

1.2. ADJUDICATION OR ALTERNATIVE PLANS IN THE BASIN. (§357.4(f).)

As of the date of this Agreement, there are no portions of the Basin that have been adjudicated or have submitted for DWR approval an alternative to a GSP pursuant to Water Code Section 10733.6.

1.3. PLAN MANAGER. (§357.4(b)(1).)

In accordance with the Title 23, California Code of Regulations Section 357.4(b)(1), the Parties hereby agree on a point of contact with DWR. The Plan Manager shall be the General Manager for the Greater Kaweah GSA. The Parties may agree to amend the appointed Plan Manager upon unanimous consent of the GSAs and written notification to DWR. The Plan Manager shall serve as the point of contact for DWR as specified in California Code of Regulations, section 357.4, subd. (b)(1). The Plan Manager's role as the point of contact between the Management Team Committee and DWR. In this role, the Plan Manager shall, at the direction of the Management Team Committee, submit all GSPs, plan amendments, supporting information, monitoring data and other pertinent information, Annual Reports, and periodic evaluations to DWR when required. The Plan Manager may communicate other information to DWR at the request of the Management Team only. The Plan Manager has no authority to take any action or represent the Management Team Committee or a particular GSA without the specific direction and authority of the Management Team Committee or the particular GSA. The Plan Manager is obligated to disclose all communications he/she receives in his/her capacity as Plan Manager to the Management Team Committee, either in open or closed session meetings, or as otherwise appropriate.

2. BASIN SETTING

2.1. INTRODUCTION (§354.12)

The detailed basin setting for the Kaweah Subbasin, as required for GSPs prepared in accordance with Title 23, California Code of Regulations Section 354.12, is provided in Appendix 1 of this Agreement. The attached Basin Setting includes the physical setting, the Hydrogeologic Conceptual Model, groundwater conditions and water budget pursuant to Title 12, CCR Sections 354.12-354.18.

3. EXCHANGE OF DATA AND INFORMATION (§357.4(b)(2))

3.1. EXCHANGE OF INFORMATION.

In accordance with Title 23, California Code of Regulations Section 357.4(b)(2) of the GSP Regulations, the GSA Parties acknowledge and recognize that for this Coordination Agreement to be effective in the enhancement of the goals of basin-wide groundwater sustainability and compliance with the SGMA and the basin level coordinating and reporting regulations, the GSA Parties will have an affirmative obligation to exchange certain minimally necessary information among and between the other GSA Parties. Likewise, the GSA Parties acknowledge and recognize that individual GSA Parties, in providing certain information, and in particular certain raw data, may contend that limitations apply in the sharing and other dissemination of certain types of said information which may subject the individual GSA Party to certain duties regarding non-disclosure and privacy restrictions and protections.

3.2. PROCEDURE GOVERNING THE EXCHANGE OF INFORMATION.

The Parties may exchange information through collaboration and/or informal requests made at the Management Team Committee level. To the extent it is necessary to make a written request for information to another Party, each Party shall designate a representative to respond to information requests and provide the name and contact information of the designee to the Management Team Committee. Requests may 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.

Nothing in this Agreement shall be construed to prohibit any Party from voluntarily exchanging information with any other Party by any other mechanism separate from the Management Team Committee.

3.3. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION.

It is understood and agreed to that, pursuant to Section 3.1 of this Agreement, a Party to this Agreement may provide one or more of the other Parties with confidential information. To ensure the protection of such confidential information and in consideration of the agreement to exchange said information, the Parties agree as follows:

3.3.1. The confidential information to be disclosed under this Agreement (“Confidential Information”) includes data, information, modeling, projections, estimates, plans, and other information that are not public and in which the Party has a reasonable expectation of confidentiality, regardless of whether such information is designated as “Confidential Information” at the time of its disclosure.

3.3.2. In addition to the above, Confidential Information shall also include, and the Parties shall have a reasonable duty to protect, other confidential and/or sensitive information which is, at the time provided (a) disclosed as such in writing and marked as confidential (or with other similar designation) at the time of disclosure; and/or (b) disclosed in any other manner and identified as confidential at the time of disclosure and is also summarized and designated as confidential in a written memorandum delivered within thirty (30) days of the disclosure.

3.3.3. The Parties shall use the Confidential Information only for the purposes set forth in this Agreement.

3.3.4. The Parties shall limit disclosure of Confidential Information within its own organization to its directors, officers, partners, attorneys, consultants, members and/or employees having a need to know and shall not disclose Confidential Information to any third party (whether an individual, corporation, or other entity) without prior written consent. A Party shall satisfy its obligations under this paragraph if it takes affirmative measures to ensure compliance with these confidentiality obligations by its employees, agents, consultants and others who are permitted access to or use of the Confidential Information.

3.3.5. This Agreement imposes no obligation upon the Parties with respect to any Confidential Information that (a) was possessed before receipt; (b) is or becomes a matter of public knowledge through no fault of the receiving Party; (c) is rightfully received from a third party not owing a duty of confidentiality; (d) is disclosed without a duty of confidentiality to a third party by, or with the authorization of, the disclosing Party; or (e) is independently developed.

3.3.6. If there is a breach or threatened breach of any provision of this section, it is agreed and understood that the non-breaching Party shall have no adequate remedy in money or other damages and accordingly shall be entitled to injunctive relief; provided however, no specification in this Agreement of any particular remedy shall be construed as a waiver or prohibition of any other remedies in the event of a breach or threatened breach of any provision of this Agreement.

3.3.7. If and to the extent the information covered by this provision is requested pursuant to the California Public Records Act (PRA), the Party subject to the PRA shall coordinate with the other Parties regarding its disclosure and obtain approval from a Party prior to disclosing information that the Party has disclosed pursuant to this provision in response to the PRA. To the extent the Party responding to the PRA is sued or otherwise challenged for withholding confidential information at the request of another Party, the Party requesting the non-disclosure shall indemnify the Party subject to the PRA for any costs and fees related to litigation or other such challenge.

4. METHODOLOGIES & ASSUMPTIONS (§357.4(b)(3))

In accordance with the Title 23, California Code of Regulations Section 357.4(b)(3) and California Water Code section 10727.6 the Parties have entered into this Agreement to ensure that the individual GSPs in the Basin utilize the same data and methodologies for the following assumptions: 1) groundwater elevation data, 2) groundwater extraction data; 3) surface water supply; 4) total water use; 5) change in groundwater storage; 6) water budget; and 7) sustainable yield, and that such methodologies and assumptions will continue to be used in the future development and implementation of such GSPs.

The methodologies and assumptions were developed based on existing data/information, best management practices, and/or best modeled or projected data available.

Information regarding the agreed upon methodologies and assumptions, is attached as Appendix 1 to this Agreement.

5. MONITORING NETWORK (§§354.32-354.40)

5.1. The Parties developed a monitoring network and monitoring network objectives for the Basin in accordance with California Code of Regulations, Title 23, sections 354.32 – 354.40. Each network facilitates the collection of data in order to characterize groundwater and related surface water conditions in the Basin and evaluate changing conditions that occur from implementation of the individual GSPs. The individual GSPs include monitoring objectives, protocols, and data reporting requirements as necessary under SGMA and SGMA Regulations.

5.2. The monitoring network(s) demonstrate short-term, seasonal, and long-term trends in groundwater and related surface water conditions. Each Party's GSP will include the monitoring network objectives for the Basin, including an explanation of how the network develops and implements to monitor groundwater and related surface water conditions, and the interconnection of surface water and groundwater, with sufficient temporal frequency and spatial density to evaluate the effectiveness of GSP implementation. The monitoring network(s) accomplish the following: a) demonstrate progress toward achieving measurable objectives described in the GSPs; b) monitor impacts to the beneficial uses or users of groundwater; c) monitor changes in groundwater conditions relative to applicable measurable objectives and minimum thresholds; and d) assist with quantifying annual changes in water budget components.

5.3. The Parties hereby agree, consistent with Section 3 of this Agreement, to share information necessary to create a Basin map displaying the location and type of each monitoring site within the Basin, and a report in tabular format, including information regarding the monitoring site type, frequency of measurement, and purpose for which the monitoring site is being used.

5.4. Information regarding the agreed upon monitoring networks, which is subject to future review and modification, is attached as Appendix 2 to this Agreement.

6. COORDINATED WATER BUDGET (§357.4(b)(3)(B))

6.1 In accordance with the California Code of Regulations, Title 23, section 357.4 (b)(3)(B), the Parties have prepared a coordinated water budget for the Basin as described herein and required by California Code of Regulations, Title 23, section 354.18. The water budget provides an accounting and assessment of the total volume of groundwater and surface water entering and leaving the Basin, including historical, current, and projected water budget conditions, and the change in the volume of water stored. Said water budget is included as part of Appendix 1 to this Agreement.

6.2 All aspects of the coordinated water budget as described herein are addressed in the Basin Setting. In addition, the current water budget for the period 1997-2017 has been apportioned under a water accounting framework among each of the Parties as set forth in Appendix 3 to this Agreement. This water budget is preliminary and based on best available data. Further discussions among the Parties must occur after adoption of GSPs concerning mutual responsibilities in achieving the Subbasin's Sustainable Yield by 2040, or as may be otherwise extended by DWR per Water Code §10727.2 (b) (3) once further data is obtained. The Parties acknowledge that significant data gaps exist within the existing Basin Setting as further described in Section 8 below. The Parties explicitly acknowledge to use good faith efforts to obtain data necessary and to reevaluate the water budget as needed. The Parties agree to use scientifically approved methods of data collection of such data relative to the development or understanding of groundwater extractions, groundwater inflow, and groundwater storage/levels.

6.3 With improved data collection and basin understanding, the water budget will be modified to reflect the updated understanding. The Subbasin GSAs will meet at least annually to review Subbasin data relative to the water budget. Revisions to the water budget will occur no less than every two years. Attached hereto and incorporated by reference is Appendix 3, the Water Accounting Framework.

7. SUSTAINABLE YIELD AND UNDESIRABLE RESULTS (§357.4(b)(3)(C))

In accordance with Title 23, California Code of Regulations Section 357.4(b)(3)(C), the Parties hereby agree to a sustainable yield for the basin, which is supported by a description of the undesirable results for the basin, and an explanation of how the minimum thresholds and measurable objectives defined by each Plan relate to those undesirable results, based on information described in the basin setting as described in Appendix 1 attached hereto and incorporated by reference. The sustainable yield is further defined in Appendix 3.

8. COORDINATED DATA MANAGEMENT SYSTEM (§357.4(e))

In accordance with the Title 23, California Code of Regulations Section 357.4(e), the Parties hereby describe a coordinated data management system for the Basin. As required by SGMA and accompanying Regulations, the Parties will coordinate to maintain a data management system that is capable of storing and reporting information relevant to the development and/or implementation of the GSPs and monitoring network of the Basin.

Information regarding the agreed upon coordinated data management system, which is subject to future review and modification, shall be attached as Appendix 4 to this Agreement.

9. IDENTIFICATION OF DATA GAPS (§354.38)

The Parties will periodically evaluate the monitoring network in Appendix 2 to determine if there are data gaps that could affect the ability of the Subbasin to meet the sustainability goal of the subbasin. Current data gaps are identified in Appendix 5. At minimum, every five years, the Parties will provide an evaluation of data gaps in the five-year assessment, including steps to be taken to address data gaps before the next five-year assessment. The Parties agree to use good faith efforts to obtain data needed to fill all data gaps and to reevaluate both this Coordination Agreement and the GSPs as necessary once data gaps have been filled.

10. ADOPTION AND USE OF THE COORDINATION AGREEMENT

10.1. COOPERATIVE IMPLEMENTATION OF GSPS. (§357.4(C))

In accordance with the Title 23, California Code of Regulations Section 357.4(c), the Parties hereby explain how the Plans implemented together, satisfy the requirements of the Act and are in substantial compliance with SGMA and SGMA regulations. Each Party will ensure their GSP complies with the statutory requirements of SGMA. The Parties to this Agreement intend that their individual GSPs will be implemented together in order to satisfy the requirements of SGMA. In a coordinated manner, the collective GSPs have satisfied the requirements of sections 10727.2 and 10727.4 of the California Water Code by providing a description of the physical setting and characteristics of the separate aquifer systems within the Basin, the methodologies and assumptions specified in Water Code section 10727.6, both as referenced in Section 2.1 herein. They have further developed a common sustainability goal and description of the Subbasin's undesirable results, both as set forth in Appendix 6. The Parties' minimum thresholds, measurable objectives, and monitoring protocols together provide a description of how the Subbasin will be sustainably managed during the GSP implementation phase. Furthermore, the Parties have developed a coordinated water budget and monitoring

network, in addition to their individual GSPs, which, when implemented together, suffice to provide the mandated data and fulfill the requirements set out in SGMA and its accompanying regulations.

The Parties have developed and calibrated a Subbasin numerical groundwater and surface water model that has been applied to simulate the operation of their combined projects and management actions and thereby demonstrate how their GSPs conform to measurable objectives and achieve sustainable yield by 2040. A description of the relevant model simulations and results are as described in Appendix 7 to this Agreement. Through the five-year GSP assessment process and continued dialogue with neighboring subbasins as to their role in influencing the changes in storage within the Kaweah Subbasin, residual storage reductions remaining from the modeling scenarios analyzed thus far will be addressed with implementation of additional projects and/or accelerated implementation of management actions designed to reduce groundwater extractions.

10.2. GSP AND COORDINATION AGREEMENT SUBMISSION (§357.4(D).)

In accordance with the Title 23, California Code of Regulations Section 357.4(d), the Parties hereby agree to the following process for submitting all Plans, Plan amendments, supporting information, all monitoring data and other pertinent information, along with annual reports and periodic evaluations. The Parties agree to submit their respective GSPs to DWR through the Management Team Committee and Plan Manager in accordance with SGMA and its accompanying regulations. The Plan Manager will be responsible for submittal of GSPs to DWR in accordance with California Water Code section 10733.4, subdivision (b)(1)-(c). However, prior to this submittal, the Management Team Committee shall vote to approve submittal. The approval shall consist of the review of the multiple GSPs in the Subbasin by the Management Team Committee for coordination and consistency. If the Management Team Committee identifies incomplete coordination or inconsistencies that amount to a concern regarding compliance with sections of SGMA, the Management Team Committee will work with the Parties to resolve these issues prior to submittal. Parties intend that this Agreement suffice to fulfill the requirements of providing an explanation of how the GSPs implemented together satisfy Water Code sections 10727.2, 10727.4 and 10727.6 for the entire Basin.

11. KAWEAH SUBBASIN ORGANIZATIONAL STRUCTURE AND OTHER MISCELLANEOUS PROVISIONS

11.1. GOVERNANCE. (§357.4(b)(2))

In accordance with the Title 23, California Code of Regulations Section 357.4(b)(2), the Parties hereby agree on the following responsibilities for meeting the terms of the agreement and the procedures for resolving conflicts.

11.1.1. Management Team Committee.

The Parties intend for the Management Team Committee as previously established in the Parties' MOU agreed upon until the effective date of this Coordination Agreement. The Management Team Committee will consist of three (3) representatives appointed by each Party to this Agreement.

- Compensation. Each Management Team Committee member's compensation for service on the Management Team Committee, if any, is the responsibility of the appointing Party.
- Term. Each Management Team Committee member shall serve at the pleasure of the appointing Party and may be removed from the Management Team Committee by the appointing Party at any time.
- Meetings. The Management Team Committee will meet at least monthly, or more frequently as needed, to carry out the activities described in this Agreement. The Management Team Committee will prepare and maintain minutes of its meetings.

11.1.2. Quorum for Management Team Committee Meetings.

In order to take action at a meeting of the Management Team Committee, a majority of the Management Team Committee members must be present at the meeting, with at least one representative from each Party.

11.1.3. Compliance with Open Meetings Laws.

The Management Team Committee shall meet on a regular basis for the purposes described in this Agreement. The Management Team Committee shall comply with the Ralph M. Brown Act (Government Code section 54950 et seq.) as applicable and shall post agendas as required.

11.1.4. Management Team Committee Officers.

The Management Team Committee may, from time to time, select from amongst its members a Chairman, who shall act as presiding officer, a Vice Chairman, to serve in the absence of the Chairman, and any other officers as determined by the Management Team Committee. There also shall be selected a Secretary, who may, but not need be, a member of the Management Team Committee. All officers shall remain in office for two years, unless removed pursuant to a majority vote of the Management Team Committee.

11.1.5. Management Team Committee Meeting Voting Provisions.

Each GSA will be entitled to one (1) vote on the Management Team Committee. The process for declaring such vote must be determined by each respective GSA. Recommendations from the Management Team Committee shall be made to the Parties' respective GSAs only upon the unanimous vote of the Management Team Committee. Should

unanimity not be reached, the votes shall be reported to each GSA's Board of Directors for further direction.

11.1.6. Adoption of Management Team Committee Recommendations.

Recommendations approved by unanimous consent of the Management Team Committee shall be reported to each GSA Board, with the process and manner for GSA approval left to the discretion of each GSA. If a GSA fails to approve a recommendation of the Management Team Committee, the Management Team Committee shall reconvene and endeavor to develop an alternative recommendation that may resolve any issues which resulted in the failure to approve. If the Management Team Committee is unable to develop an alternative recommendation, or if a GSA fails to approve the Management Committee's alternative recommendation, the Parties shall evaluate whether to enter into the dispute resolution process outlined in Section 11.3 of this Agreement.

11.1.7. Failure of Management Team Committee to Reach Consensus.

The Parties acknowledge that at all times consensus may not be reached amongst the Management Team Committee. All matters in which consensus of the Management Team Committee cannot be reached shall be reported to the GSA Boards of Directors. The Management Team Committee shall reconvene after the unresolved issue has been reported to the GSA Boards of Directors. If the Management Team Committee is still unable to reach consensus, the Parties shall evaluate whether to enter into the dispute resolution process outlined in Section 11.3 of this Agreement.

11.2. RESPONSIBILITIES OF THE PARTIES.

The Parties to this Agreement agree to work collaboratively to comply with SGMA and this Agreement. Each Party to this Agreement is a GSA and acknowledges it is bound by the terms of the Agreement. This Agreement does not otherwise affect each Party's responsibility to implement the terms of their respective GSP. Rather, this Agreement is the mechanism through which the Parties will coordinate portions of the multiple GSPs to ensure such GSP coordination complies with SGMA.

11.3. DISPUTE RESOLUTION.

Any GSA may choose to initiate the following dispute resolution process by serving written notice to the remaining GSAs of the following: (1) identification of the conflict; (2) description of how the conflict may negatively impact the sustainability of the Kaweah Subbasin; and (3) a proposal for one or more resolutions. The Parties agree to designate representatives to meet and confer with each other within thirty (30) days of the date such notice is given and said representatives shall then meet within a reasonable time to address all issues identified in the notice. Should the representatives be unable to reach a resolution within ninety (90) days of the written notice, the Parties shall enter informal mediation in front of a mutually agreeable mediator.

11.4. MODIFICATION.

The Parties hereby agree that this Agreement shall be reviewed as part of each five-year assessment and may be supplemented, amended, or modified only by the mutual agreement of all the Parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all Parties.

11.5. WITHDRAWAL, TERMINATION, ADDING PARTIES.

11.5.1. A Party may withdraw from this Agreement without causing or requiring termination of this Agreement effective upon six months' notice to the Management Team Committee. Any Party who withdraws shall remain obligated to pay its share of all debts, liabilities, and obligations the Party incurred, accrued, or approved pursuant to this Agreement prior to the effective date of such withdrawal.

11.5.2. A new Party may be added to this Agreement if such entity is an exclusive GSA that has developed and will implement its own separate and complete GSP.

11.5.3. This Agreement may be rescinded by unanimous written consent of all the Parties. Nothing in this Agreement shall prevent the Parties from entering into another coordination agreement.

11.6. MISCELLANEOUS.

11.6.1. Severability.

If any provision of this Agreement is for any reason held to be invalid, unenforceable, or contrary to any public policy, law, statute and/or ordinance, then the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

11.6.2. Third Party Beneficiaries.

This Agreement shall not create any right of interest in any non-Party or in any member of the public as a third-party beneficiary.

11.6.3. Construction and Interpretation.

This Agreement was finalized through negotiations of the Parties. Each Party has had a full and fair opportunity to review and revise the terms herein. As a result, the normal rules of construction that any ambiguities are to be interpreted against the drafting Party shall not apply in the construction or interpretation of this Agreement.

11.6.4. Good Faith.

Each Party shall use its best efforts and work in good faith for the expeditious completion of the purposes and goals of this Agreement and the satisfactory performance of its terms.

11.6.5. Execution.

This Agreement may be executed in counterparts and the signed counterparts shall constitute a single instrument. The signatories to this Agreement represent that they have the authority to sign this Agreement and to bind the Party for whom they are signing.

11.6.6. Notices.

All notices, requests, demands or other communications required or permitted under this Agreement shall be in writing unless provided otherwise in this Agreement, and shall be deemed to have been duly given and received on: (i) the date of service if personally served or served by electronic mail or facsimile transmission on the Party to whom notice is to be given at the address(es) below; (ii) on the first day after mailing, if mailed by Federal Express, U.S. Express Mail, or other similar overnight courier service; or (iii) on the third day after mailing if mailed to the Party to whom notice is to be given by first class mail, registered certified to the official addresses for each Party according to DWR.

11.6.7. No Admission or Waiver

Nothing in this Coordination Agreement is intended to modify the water rights of any Party or of any Person (as that term is defined under Section 19 of the Water Code). Nothing in this Coordination Agreement shall be construed as an admission by any Party regarding any subject matter of this Coordination Agreement, including without limitation any water right or priority of any water right that is claimed by a Party or any Person. Nor shall this Coordination Agreement in any way be construed to represent an admission by a Party with respect to the subject or sufficiency of another Party's claim to any water or water right or priority or defenses thereto, or to establish a standard for the purposes of the determining the respective liability of any Party or Person, except to the extent otherwise specified by law. Nothing in this Coordination Agreement shall be construed as a waiver by any Party of its election to at any time assert a legal claim or argument as to water, water right or any subject matter of this Coordination Agreement or defenses thereto. The Parties hereby agree that this Coordination Agreement, to the fullest extent permitted by law, preserves the water rights of each of the Parties as they may exist as of the effective date of this Coordination Agreement or at any time thereafter. Any dispute or claim arising out of or in any way related to a water right alleged by a Party may be separately resolved before the appropriate judicial, administrative or enforcement body with proper jurisdiction and is specifically excluded from the dispute resolution procedures set forth under this Coordination Agreement.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date executed below:

GREATER KAWEAH GROUNDWATER
SUSTAINABILITY AGENCY

By: Don Mills

Date: 1-22-2020

MID KAWEAH GROUNDWATER
SUSTAINABILITY AGENCY

By: Dembo A. Medina

Date: 1/22/2020

EAST KAWEAH GROUNDWATER
SUSTAINABILITY AGENCY

By: E Milmesia

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