



# Westlands Water District

## **ZERO RATE SURFACE WATER** **GROUNDWATER RECHARGE PROGRAM AGREEMENT** **PRIVATE RECHARGE FACILITY USE**

Westlands Water District (District) Groundwater Sustainability Agency (GSA) adopted the amended and clarified Westside Subbasin Groundwater Sustainability Plan (GSP) to comply with the Sustainable Groundwater Management Act (SGMA) in 2022. The GSP identifies groundwater recharge projects as one management action to be used to achieve groundwater sustainability within the Westside Subbasin (Subbasin).

The District desires to increase its ability to capture and recharge water available during water surplus conditions and is implementing a pilot program for the delivery of zero rate surface water to approved recharge facilities (Program) to promote groundwater recharge and fully utilize temporary water supplies (215 water, flood flows, etc.) when available. Under the program, the District will use private groundwater recharge facilities (projects) and provide surface water for recharge on behalf of both the District and the water user. Groundwater credits developed by the program will be split evenly between the District and the Water User.

Water User and District agree as follows:

### **1. District agrees to the following:**

- a. The delivery of water for recharge shall be limited to the District's discretion and will be managed so there is no impact to other District water deliveries.
- b. The District will not manage or control water on the water user's project or property.
- c. Fifty percent of the groundwater credits created under this Agreement shall be the property of the District and fifty percent of the groundwater credits created under this Agreement shall be allocated to the Water User.
- d. The District shall determine the total amount recharged as designated in Article 1 Regulations for the Groundwater Allocation Program and Use of Groundwater within the Westside Subbasin (Article 1.)
- e. The District shall administratively allocate and use the water at the end of the billing cycle based on the total amount of water recharged under the terms of this Agreement.
- f. The District shall pay for all water delivered to the project, for the District's

benefit.

- g. The District shall allocate to the Water User, fifty percent (50%) of the net water recharged in the form of a Groundwater Recharge credit within 60 days after the month the recharge amount has been confirmed by the District.

**2. Water User agrees to the following:**

- a. The District's Rules and Regulations shall continue to apply and are not amended for this program.
- b. The water user shall utilize a District approved groundwater recharge project.
- c. The water user or water user's authorized agent must have submitted the recharge project(s) to be utilized under this Agreement.
- d. The water user shall submit a picture of the meter of the approved recharge project on the recharge start date and end date.
- e. The Groundwater Recharge Terms and Conditions shall continue to apply to the project and are not amended. The program is governed by the Westlands Water District Rules and Regulations.
- f. The water user shall be responsible for all operation and maintenance of the groundwater recharge project.
- g. The water user shall be responsible for and will manage all water delivered to the water user's property pursuant to this program.
- h. The water user shall use zero rate surface water delivered under this program exclusively for recharge; it shall not be used for other consumptive use, and the water user shall not grant any other party the right to use or access water delivered.
- i. Water user shall indemnify, hold harmless and defend the District and each of its officers, officials, employees, agents and volunteers from any liability, claim of liability, damage, or claim of damage of any nature whatsoever, including any legal action brought by any third party, with respect to property damage, personal injury or death, or claims concerning the control, carriage, handling, use, disposal, or distribution of recharge water up to the point of delivery, incurred by the District, Participant or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Application. Water User's obligations under the preceding sentence shall apply regardless of whether the District or any of its officers, officials, employees, agents or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active negligence or willful misconduct of the District or any of its officers, officials, employees, agents or volunteers.
- j. There are no intended third party beneficiaries to this Application and nothing contained herein, expressed or implied, is intended to give to any person,

partnership, corporation, joint venture, limited liability company or other form of organization or association any right, remedy or claim under or pursuant hereto, and any agreement or covenant required herein to be performed by or on behalf of Water User or the District shall be for the sole and exclusive benefit of Water User or the District.

- k. The District may terminate this Agreement or the program at any time, but it shall not extend beyond April 14, 2023.

**I hereby acknowledge and agree to the Zero Rate Surface Water Groundwater Recharge Program Agreement Terms and Conditions.**

**Water User**

Project Type (Circle One)

ASR      Basin Recharge      Dry Well      Over Irrigation      Sublateral

Project Location: \_\_\_\_\_

Contact Person and telephone number \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

**Westland Water District**

Applicable Losses (Circle all that apply)

N/A      10% Leave Behind      Evaporation      Evapotranspiration

By: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_