



Westlands Water District

2024-25 GROUNDWATER RECHARGE **25/75 AGREEMENT FOR** **DISTRICT RECHARGE FACILITY USE**

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

The District Board authorized recharging Water Users' available surface water in District owned recharge facilities. Water Users will pay for their surface water to be delivered to a District owned and managed recharge facility, and seventy-five percent (75%) of the groundwater credits developed will be allocated to the Water User and twenty-five percent (25%) will be retained by the District. Groundwater credits will be deemed Lower Aquifer credits because the recharge occurs prior to 2030 and will be subject to all District Rules and Regulations.

Water User and District agree as follows:

1. Water User agrees to the following:

- a. The District's Rules and Regulations shall continue to apply to the Water User. Nothing in this agreement amends or affects the District's Rules and Regulations including future amendments thereto.
- b. The Water User shall make available a specified quantity of water (Water Made Available) for recharge and shall be responsible for all District and third-party water costs associated with the Water Made Available for recharge.
- c. The Water User agrees that groundwater credits developed under this agreement will not be pumped from a well located within a Subsidence Prone Area (SPA) in accordance with the District's [Article 1](#) Regulations for the Groundwater Allocation Program and Use of Groundwater within the Westside Subbasin (Article 1 Regulations).
- d. The Water User will not manage or control the District's recharge facilities.
- e. Seventy-five percent (75%) of the groundwater credits created under this agreement shall be the property of the Water User. The Water User must comply with all applicable District Rules and Regulations, including, but not limited to,

participating in the Groundwater Allocation Program described in [Article 1](#) Regulations. Twenty-five percent (25%) of the groundwater credits created under this agreement shall be allocated to the District for its beneficial use under SGMA, the District's Policy for Allocating District Groundwater Recharge Credits, or any applicable law.

- f. The District shall administratively allocate and deliver the water at the end of the billing cycle based on the total amount of water recharged under the terms of this agreement.
- g. The Water User may modify their request on a monthly basis to the extent their water has not yet been allocated for or recharged at a District facility.

2. District agrees to the following:

- a. The District shall utilize any of the District's groundwater recharge facilities to the fullest extent feasible.
- b. The District shall determine the total groundwater credits generated from recharge under this agreement, consistent with [Article 1](#) Regulations and the terms of the agreement.
- c. The District shall review recharge amounts monthly and provide the Water User with notice of the projected recharge available the following month, based on the outstanding requests to recharge, actual amount recharged, and District recharge capacity.
- d. The District will recharge up to the amount of Water Made Available for recharge as stated within this agreement.
- e. If Water Made Available by the Water User exceeds the District's recharge capacity, then the District will deliver a prorated share of the Water Made Available to the District's recharge facilities based on the acres in their account.
- f. The District shall own, operate and maintain the groundwater recharge facilities. Nothing in this agreement shall give the Water User rights to the District's groundwater recharge facilities.
- g. The District shall manage all water delivered to the District's recharge facilities pursuant to this agreement.
- h. The District shall use the Water Made Available exclusively for recharge; it shall not be used for other consumptive use, and the District shall not grant any other party the right to use or access Water Made Available under this agreement.
- i. The 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, distribution, or recharge of water under this agreement, incurred by the District, the Water User, or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorneys' fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this agreement. 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 agreement 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 the Water User or the District.
- k. The District may terminate this agreement or the program at any time, provided that groundwater credits issued to the Water User shall remain the property of the Water User and subject to the District's Rules and Regulations

I hereby acknowledge and agree to the forgoing.

Water User

Contact Person and Telephone Number: _____

Amount Made Available to Recharge: _____

By: _____ Date: _____

Print Name: _____

Westlands Water District

Project Type (Circle One): ASR Basin Recharge

Applicable Losses (Circle all that apply): 10% Leave Behind Evaporation

Project Location: _____

By: _____ Date: _____

Print Name: _____