



Westlands Water District

2024-25 GROUNDWATER RECHARGE **\$50/AF 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 the groundwater credits developed will be allocated to the Water User. Groundwater credits will be deemed Lower Aquifer credits because the recharge occurs prior to 2030.

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. The Water User shall, additionally, pay the District for **net groundwater credit** in the amount of \$50 per acre foot of the water recharged, payable by the 25th day after the month the recharge amount has been confirmed by the District.
- f. All groundwater credits created under this agreement will 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.

- g. 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.
- h. The Water User can modify their request on a monthly basis so long as their water has not been allocated for recharge 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 this 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 a 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,

