

**AGREEMENT FOR WATER TRANSFER
OF CVP ALLOCATION BETWEEN
WEST STANISLAUS IRRIGATION DISTRICT AND
CITY OF COALINGA**

This AGREEMENT FOR WATER TRANSFER OF CVP ALLOCATION BETWEEN WEST STANISLAUS IRRIGATION DISTRICT AND CITY OF COALINGA (“**Agreement**”) is made this _____ day of _____ 2024 (“**Effective Date**”), by and between the West Stanislaus Irrigation District (“**WSID**”) and City of Coalinga (“**Coalinga**”).

RECITALS:

A. Both parties to the Agreement are public agencies of the State of California, duly formed and operating under the laws of the state, and are empowered to enter into contracts to manage the water supply available to them for the benefit of their constituents.

B. WSID is a contractor with the United States Department of the Interior, Bureau of Reclamation (“**USBR**”) and is entitled to receive Central Valley Project (“**CVP**”) water (“**Project Water**”) from Contract No. 14-06-200-1072-LTR1-P between USBR and WSID which provides that USBR will deliver Project Water during the 2023-24 water year, subject to the terms and conditions of the contract.

C. Coalinga is a contractor with USBR and is entitled to receive Project Water pursuant to Contract Nos. 14-06-200-4173A-IR1-P between USBR and COALINGA.

D. WSID has found and determined that it can make available from its 2024-25 supply of Project Water up to Five Hundred (500) acre-feet (“**AF**”) of water temporarily surplus to the needs of WSID’s customers within its boundaries.

AGREEMENT

1. The Recitals above are incorporated in full into this Agreement.
2. **TERM.** This Agreement shall begin on the Effective Date and continue until delivery of the Transfer Water (defined herein) or February 28, 2025, whichever is earlier.
3. **AMOUNT OF WATER.** Pursuant to the terms and conditions of USBR’s approval, WSID will make available to COALINGA up to 500 AF of Project Water for delivery between the Effective Date and the end of February of 2025 (“**Transfer Water**”).
4. **DELIVERY AND MEASUREMENT.** The point of delivery of Transfer Water to COALINGA shall be at Coalinga Canal Turnout from the San Luis Canal to lands below the Pleasant Valley Pumping Station (“**Point of Delivery**”) and shall be measured by the Westlands Water District, operator of the Coalinga Canal.
5. **SCHEDULING.** Concurrent with execution of this Agreement, WSID and COALINGA will cooperatively establish and mutually agree upon the schedule for delivery of the Transfer Water, which must be approved by the USBR in coordination with WSID and COALINGA. Water purchased under this Agreement is for the purpose of meeting COALINGA’S water needs up to the end of February 2025. Coalinga will provide an estimated monthly amounts to WSID upon full execution of this Agreement, then

provide final amounts as confirmed by Westlands Water District following the end of each month. COALINGA's total purchases shall not exceed 500 AF but may be less than 500 AF.

6. **COST OF WATER.** COALINGA agrees to pay WSID for Transfer Water made available at the Point of Delivery pursuant to this Agreement in the amount of Dollars (\$XXX.XX) for each acre-foot. In addition:

a. WSID shall be responsible to pay to USBR the following charges:

- i. WSID's applicable Contract Rate for water (currently \$26.38 per AF);
- ii. Other incremental charges as determined by USBR in acknowledgement letter;
- iii. Restoration Fund payment (currently \$13.00 per AF);

b. COALINGA shall pay when due, directly to the San Luis & Delta-Mendota Water Authority any and all rates, charges, and/or assessments of any kind applicable to delivery of the Transfer Water.

7. **PAYMENT.** After execution of this agreement and after receipt of USBR acknowledgement of the transfer contemplated herein and evidence that the water has been scheduled for delivery, Coalinga will deliver to WSID payment of \$XXX.XX per acre-foot.

8. **APPROVALS.** WSID shall be responsible for the cost of obtaining any and all approvals legally required for the delivery of Transfer Water in accordance with this Agreement.

9. **ENVIRONMENTAL REVIEW.** The parties acknowledge that they will complete the necessary reviews under the California Environmental Quality Act for the transfer that is proposed to be accomplished by this Agreement, and that Reclamation has completed the necessary reviews under the National Environmental Policy Act.

10. **CONDITIONS PRECEDENT.** The performance by both parties to this Agreement is contingent upon approval of the USBR. Each party to this Agreement shall, in good faith, assist the other in obtaining all such necessary approvals, and to cooperate and assist each other in good faith in meeting such requirements of regulatory agencies as may be applicable to performance of any terms of the Agreement.

11. **RESTRICTIONS ON USE.** COALINGA agrees that all Transfer Water provided by WSID pursuant to this Agreement will be used within the boundaries of COALINGA or banked with one of its banking partners for its use. COALINGA will maintain books and records with regard to the use of any and all water provided pursuant to this Agreement sufficient to enable WSID to show proof of the reasonable and beneficial use of said water. Consistent with the provisions of Water Code Sections 475 and 1244, the parties agree that neither this transfer nor this Agreement are evidence of the availability of surplus water beyond the terms of this Agreement or lack of beneficial use of the water involved in this Agreement, and the parties will not contend otherwise.

12. **NO ENTITLEMENT TO WATER.** COALINGA and WSID agree that the delivery of the Transfer Water under this Agreement will not give COALINGA a continued right to acquire WSID water beyond the term of this Agreement.

13. **LIMITING CONDITIONS.** WSID's obligation to deliver Transfer Water pursuant to the terms of this Agreement will, at all times, be subject and subordinate to any applicable federal and state laws and

regulations now in existence and as modified from time to time (“**Laws**”), affecting WSID’s rights or obligations only to the extent that the Laws make it impracticable for WSID to provide any Transfer Water.

14. WATER SUPPLY REDUCTIONS. Water supply to be delivered to COALINGA under this Agreement may be reduced by WSID for any of the following reasons: the Limiting Conditions; failure of WSID distribution facilities; intervening acts, including litigation and stream adjudication brought by third parties, or actions of any state or federal agency exercising jurisdiction or claiming an interest and/or right to reduce and/or modify operations and/or quantities of Transfer Water otherwise available to WSID; and any action, legislation, ruling or determination adverse to WSID preventing its ability to meet obligations under the Agreement and beyond the reasonable control of WSID. WSID will make a good faith effort to oppose such reductions, but COALINGA agrees that WSID will not be liable for reductions of supply in this Agreement due to such causes. Water supply to be delivered by WSID under this Agreement may be reduced by COALINGA if any Limiting Condition, failure of facilities or any action, legislation, ruling or determination adverse to COALINGA preventing its ability to meet obligations under the Agreement and beyond the reasonable control of COALINGA, or if the inability of WSID to make the Transfer Water available, causes the inability of COALINGA to take delivery of the Transfer Water during the established schedule for delivery. COALINGA will make a good faith effort to oppose such reductions and in the event of the inability of COALINGA to take the Transfer Water available during the established schedule for delivery and will work cooperatively with WSID to accommodate any storage and delivery options available to the parties per the terms of WSID’s CVP contract. In the event of a reduction of supply caused by factors listed in this Section, COALINGA will pay only for water actually delivered. Each Party shall notify the other in writing as soon as practicable that a condition necessitating a water supply reduction has occurred, and WSID shall refund to the COALINGA within sixty (60) days after such notice any part of the Purchase Price paid for water not delivered.

15. CAPACITY CONSTRAINTS and FORCE MAJEURE: Except as otherwise provided herein, all obligations of the parties hereto shall be suspended so long as, and to the extent that, the performance thereof or if any portion of the transfer water cannot be delivered or shall be prevented due to restrictions of availability of canals or banking facility capacity which are beyond the control of COALINGA, earthquakes, fires, tornadoes, facility failures, floods, drowning, strikes, other casualties or acts of God, orders of court or governmental agencies having jurisdiction over the subject matter thereof or other events or causes beyond the control of the parties hereto. Furthermore, if water is not made available by WSID as a result of causes listed in Sections 13, 14 or 15, WSID shall refund to COALINGA any amounts paid by COALINGA to WSID for each AF of Transfer Water not made available for which COALINGA had already paid.

16. INDEMNITY. Each party shall agree to protect, defend, indemnify, and hold harmless the other party and its directors, officers, agents, employees, and consultants from and against any and all third-party losses, claims, liens, demands and causes of action of every kind and character connected with or arising directly or indirectly out of the performance or non-performance by the indemnifying party hereunder to the Agreement.

17. ATTORNEYS’ FEES & COSTS. The prevailing party in any litigation or other action to enforce or interpret the Agreement shall be entitled to reasonable attorneys’ fees, expert witness fees, costs of suit, and other and necessary disbursements in addition to any other relief deemed appropriate by a court of competent jurisdiction.

18. 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.

19. **PARTIAL INVALIDITY.** If after the date of execution of the Agreement, any provision of the Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of the Agreement, such provision shall be fully severable.

20. **AUTHORITY.** Each signatory shall represent that s/he is authorized to execute the Agreement on behalf of the party for which s/he signs. Each party shall represent that it has legal authority to enter into this Agreement and to perform all obligations under the Agreement.

21. **SPECIFIC PERFORMANCE.** It is agreed by the parties hereto that in this arid region the water delivered herein is of unique value and that, in the event of breach of this Agreement, specific performance of the Agreement in accordance with its terms and conditions will be proper injunctive relief, and such injunctive relief may be sought at any time during the term of the Agreement.

22. **WAIVER OF RIGHTS.** Any waiver, at any time, by any party of its rights with respect to a breach or default, or any other matter arising in connection with this Agreement, will not be deemed to be a waiver with respect to any other breach, default, or matter.

23. **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 following address or email, or to such other address or addresses or email as such party may subsequently designate to the other parties by notice given hereunder:

WEST STANISLAUS IRRIGATION DISTRICT

Attention: General Manager

P. O. Box 37

Westley, California 95387

Phone: (209) 894-3091

Email: bobby.pierce@weststanislausid.org

CITY OF COALINGA

Attention: City Manager

155 West Durian Avenue

Coalinga, CA 93210

Phone: (559) 935-1533

Email: sbrewer@coalinga.com

As used herein, “**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.

24. **APPROVALS.** Where the terms of this Agreement provide for action to be based upon a judgment, approval, review, or determination of any party, such terms are not intended to be and will never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

25. **OTHER AGREEMENTS.** Nothing contained herein restricts WSID from entering into other water transfer or wheeling agreements, provided such agreements do not unreasonably interfere with WSID's obligation to COALINGA under this Agreement.

26. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between WSID and COALINGA and supersedes any oral agreement, statement, or promise between them relating to the subject matter of the Agreement. Any amendment, including oral modifications, must be reduced to writing and signed by all parties to be effective.

27. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Agreement will not be effective until the execution and delivery between each of the parties of at least one set of counterparts. The parties authorize each other to detach and combine original signature pages and consolidate them into a single identical original. Any one of such completely execute counterparts will be sufficient proof of this Agreement.

IN WITNESS WHEREOF, the parties execute this Agreement on this day and year first above mentioned.

WEST STANISLAUS IRRIGATION DISTRICT

By _____
Robert Pierce, General Manager

CITY OF COALINGA

By _____
Sean Brewer
Interim City Manager