

**WATER TRANSFER AGREEMENT BETWEEN
CITY OF COALINGA AND
WESTLANDS WATER DISTRICT**

This Agreement is made this ___ day of January 2026, by and between Westlands Water District (WWD) and the City of Coalinga (Coalinga).

RECITALS

- A. WWD is a public agency of the State of California and Coalinga is an incorporated city 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. WWD is a contractor entitled to receive water which it can beneficially use from the Central Valley Project (CVP) administered by the U.S. Department of Interior, Bureau of Reclamation (Bureau) pursuant to WWD's Contract No. 14-06-200-495A-IR1-P. Coalinga is a contractor with the Bureau and is entitled to receive CVP water pursuant to Coalinga's Contract No. 14-06-200-4173A-IR1-P.
- C. Coalinga anticipates a water supply insufficient to meet its 2025/26 water demands and desires to obtain additional water supplies from other entities which take delivery of water from the San Luis Unit.
- D. WWD has, pursuant to Water Code Section 383, determined there is water that is temporarily surplus to the needs of WWD and one of its landowners.
- E. WWD is willing to transfer **up to 700 acre-feet (AF)** of 2025 CVP Contract Water to Coalinga, during the remainder of the Contract Year (CY), for the exclusive use: (1) by a landowner that is common to both WWD and Coalinga (Common Landowner), and (2) on lands that are owned by said Common Landowner and eligible to receive CVP water within Coalinga's service area.
- F. The transfer under this agreement is consistent with authority granted to WWD under Water Code Sections 382 and 35425.
- G. Coalinga and WWD have determined that the transfer under this Agreement will have no significant environmental impact, will remove no additional water from the Delta and shall

not increase the cost, nor reduce the supply of water to other CVP contractors.

AGREEMENT

1. This Agreement shall remain in effect until such time all the applicable water has been returned to WWD, or ten (10) years, whichever is earlier.
2. Water returned to WWD under the terms of this Agreement is for the benefit of the specific WWD Water User(s) and is not for the direct or indirect benefit of other water districts that are not parties to this Agreement.

DELIVERY AND COST OF CVP WATER TO COALINGA

3. For the sole and exclusive use by the Common Landowner during the 2025/26 CY and on lands that are owned by the Common Landowner and eligible to receive CVP water within Coalinga's service area, WWD will deliver to Coalinga, **up to 700 AF** of CVP water, prior to February 28, 2026, and pursuant to the terms and conditions of the Bureau's approval, including the schedule developed by WWD and Coalinga (see forecast delivery schedule Exhibit A).
4. The amount of water transferred to Coalinga will be within the sole discretion of WWD and will be subject to the Common Landowner causing an equal amount of water to be made available from their water user account for transfer to Coalinga.
5. WWD shall deliver the water to Coalinga at points on the Coalinga Canal, as provided by the separate conveyance agreement between WWD and Coalinga, dated July 6, 2017.
6. Deliveries of water from WWD to Coalinga shall be measured by WWD.
7. WWD agrees to pay the United States Bureau of Reclamation contract rate, Restoration Fund, and additional rates for CVP services required to effectuate the transfer.
8. Coalinga is responsible for paying the San Luis & Delta-Mendota Water Authority O&M charge.
9. The payment of charges required by Section 8 immediately above are in addition to the rates and charges the Common Landowners will be obligated to pay pursuant the Westlands Water District's Rules and Regulations and Terms and Conditions of Water

Service.

10. WWD may terminate this Agreement upon 14 days of advanced written notice to Coalinga.

DELIVERY OF RETURN WATER TO WWD

11. Pursuant to the terms and conditions of Bureau's approval and other approvals as may be required, Coalinga will make available to WWD and WWD will make available to the applicable WWD Water User(s) amounts of return water equal to the actual amounts of WWD's CVP water delivered to Coalinga. All deliveries shall be made pursuant to a schedule approved by Bureau, in coordination with Coalinga and WWD.
12. The point of delivery of return water to WWD shall be from WWD turnouts in Reaches 4-7 of the joint-use San Luis Canal portion of the California Aqueduct or at points on the Coalinga Canal.
13. Deliveries of return water from Coalinga to WWD shall be measured by the Department of Water Resources (DWR).

APPROVALS

14. The performance by both parties to this Agreement is contingent upon and subject to approval of the Bureau and the terms and conditions thereof.

MISCELLANEOUS

15. WWD and Coalinga shall cooperate in securing Bureau approvals.
16. Coalinga agrees to abide by all provisions of Reclamation Law.
17. Any notice, request, tender, demand, delivery, approval or other communication providing for, required, or arising under this Agreement shall be in writing and shall be deemed delivered three business days after deposit in the United States mail, addressed to the party as follows:

City of Coalinga
155 W. Durian Avenue
Coalinga, CA 93210
Attention: Sean Brewer, City Manager

Westlands Water District
P.O. Box 5199
Fresno, CA 93755
Attention: Stephen Farmer

18. Amendments to this Agreement shall be effective only if in writing, and then only when signed by the authorized representatives of WWD and Coalinga.
19. Consistent with the provisions of Water Code Sections 475 and 1244, WWD and Coalinga agree that neither this transfer nor this Agreement is 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 neither shall contend otherwise.

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

WESTLANDS WATER DISTRICT

CITY OF COALINGA

By _____
Stephen Farmer, Chief Administrative Officer

By _____
Sean Brewer, City Manager

Date _____

Date _____

Exhibit A

Forecast Delivery Schedule
Westlands Water District to City of Coalinga

Month	Transfer Amount (AF)
January 2026	350
February 2026	350
Total	700