

Irrigation and M&I
R.O. 10/31-2001
Rev. R.O. 11/01-2001
Rev. R.O. 11/12-2002
Contract No.
14-06-200-3365A-IR7-B

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Central Valley Project, California

INTERIM RENEWAL CONTRACT BETWEEN THE UNITED STATES
AND
PAJARO VALLEY WATER MANAGEMENT AGENCY, SANTA CLARA VALLEY WATER
DISTRICT, AND WESTLANDS WATER DISTRICT DISTRIBUTION DISTRICT NO. 1
PROVIDING FOR PROJECT WATER SERVICE

THIS CONTRACT, made this 5th day of March , 2003, in
pursuance generally of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory or supplementary
thereto, including, but not limited to, the acts of August 26, 1937 (50 Stat. 844), as amended and
supplemented, August 4, 1939 (53 Stat. 1187), as amended and supplemented, July 2, 1956 (70 Stat.
483), June 21, 1963 (77 Stat. 68), October 12, 1982 (96 Stat. 1263), as amended and Title XXXIV of
the Act of October 30, 1992 (106 Stat. 4706), all collectively hereinafter referred to as Federal
Reclamation law, between THE UNITED STATES OF AMERICA, hereinafter referred to as the
United States, and PAJARO VALLEY WATER MANAGEMENT AGENCY, SANTA CLARA
VALLEY WATER DISTRICT, AND WESTLANDS WATER DISTRICT DISTRIBUTION
DISTRICT NO. 1, hereinafter referred to as the Contractors, public agencies of the State of
California, duly organized, existing, and acting pursuant to the laws thereof;

WITNESSETH, That:

EXPLANATORY RECITALS

WHEREAS, the United States and the Contractors entered into an interim renewal
contract identified as Contract No. 14-06-200-3365A-IR6-B, hereinafter referred to as the Existing

31 Interim Renewal Contract, which provided for the continued water service to the Contractors from
32 March 1, 2002, through February 28, 2003; and

33 WHEREAS, the United States and the Contractors believe that further negotiations on
34 the long-term renewal contract would be beneficial and mutually commit to continue to negotiate to
35 seek to reach agreement, and the Contractors have requested a subsequent interim renewal contract
36 pursuant to Article 2 (b)(1) of Interim Renewal Contract No. 14-06-200-3365A-IR5-B; and

37 WHEREAS, the United States has determined that the Contractors have to date
38 fulfilled all of its obligations under the Existing Interim Renewal Contract; and

39 WHEREAS, the United States is willing to renew the Existing Interim Renewal
40 Contract pursuant to the terms and conditions set forth below;

41 NOW, THEREFORE, in consideration of the mutual and dependent covenants herein
42 contained, it is hereby mutually agreed by the parties hereto as follows:

43 INCORPORATION AND REVISION OF EXISTING INTERIM RENEWAL CONTRACT

44 1. The terms and conditions of the Existing Interim Renewal Contract are hereby
45 incorporated by reference into this Contract with the same force and effect as if they were included in
46 full text with the exception of Article 1 thereof, which is revised as follows:

47 (a) The first sentence in Subdivision (a) of Article 1 of the Existing Interim
48 Renewal Contract is modified as follows: “This interim renewal contract shall be effective from
49 March 1, 2003, and shall remain in effect through February 29, 2004, and thereafter will be renewed
50 as described in Article 2(a) of Interim Renewal Contract No. 14-06-200-3365A-IR5-B if a long-term
51 renewal contract has not been executed with an effective commencement date of March 1, 2004.”

52 (b) Subdivision (b) of Article 1 of the Existing Interim Renewal Contract is
53 amended by deleting the date “February 15, 2003,” and replacing same with the date
54 “February 15, 2004.”

55 (c) Subdivision (c) of Article 1 of the Existing Interim Renewal Contract is

56 amended by deleting the dates "February 1, 2003," "February 15, 2003," and "February 28, 2003,"
57 and replacing same with the dates "February 1, 2004," "February 15, 2004," and "February 29, 2004,"
58 respectively.

59 IN WITNESS WHEREOF, the parties hereto have executed this interim renewal
60 contract as of the day and year first above written.

61 THE UNITED STATES OF AMERICA

APPROVED AS TO LEGAL
FORM AND SUFFICIENCY

62 */s/ James E. Turner*
63 OFFICE OF REGIONAL SOLICITOR
64 DEPARTMENT OF THE INTERIOR

By: /s/ John F. Davis
for Regional Director, Mid-Pacific Region
Bureau of Reclamation

65 (SEAL)

66
67 PAJARO VALLEY WATER
68 MANAGEMENT AGENCY

69 Attest:

70 /s/ Linda Contreras
71 Secretary

By: /s/ Charles McNiesch
General Manager

72 (SEAL)

SANTA CLARA VALLEY WATER DISTRICT

73 Attest:

74 /s/
75 Secretary

By: /s/ Stanley M. Williams
General Manager

76 (SEAL)

WESTLANDS WATER DISTRICT
DISTRIBUTION DISTRICT NO. 1

78 Attest:

79 /s/ Dave Ciapponi
80 Secretary

By: /s/ Daniel Errotabere
President