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Irrigation and M&I
R.O. 10/31-2001
Rev. R.O. 11/01-2001
Rev. R.O. 11/05-2001
Rev. R.O. 11/13-2001

Contract No.
14-06-200-3365A-IR6-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, WESTLANDS WATER DISTRICT
DISTRIBUTION DISTRICT NO. 1 AND SANTA CLARA VALLEY WATER DISTRICT
PROVIDING FOR PROJECT WATER SERVICE

THIS CONTRACT, made this 28th day of February 2002, 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,
WESTLANDS WATER DISTRICT DISTRIBUTION DISTRICT NO. 1, AND SANTA CLARA
VALLEY WATER DISTRICT, 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:

29 EXPLANATORY RECITALS

30 WHEREAS, the United States and the Contractors entered into interim renewal
31 contract identified as Contract No. 14-06-200-3365A-IR5-B, hereinafter referred to as the Existing
32 Interim Renewal Contract, which provided for the continued water service to the Contractors from
33 March 1, 2001, through February 28, 2002; and

34 WHEREAS, the United States and the Contractors believe that further negotiations
35 on the long-term renewal contract would be beneficial and mutually commit to continue to negotiate
36 to seek to reach agreement, or the required environmental review necessary to execute a long-term
37 renewal contract has not been completed, and the Contractors have requested a subsequent interim
38 renewal contract pursuant to Article 2 (b) (1) of the Existing Interim Renewal Contract; and

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

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

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

45 INCORPORATION AND REVISION OF EXISTING INTERIM RENEWAL CONTRACT

46 1. The terms and conditions of the Existing Interim Renewal Contract are hereby
47 incorporated by reference into this Contract with the same force and effect as if they were included
48 in full text with the exception of Article 2 thereof, which is revised as follows:

49 (a) The first sentence in Subdivision (a) of Article 2 of the Existing Interim
50 Renewal Contract is deleted, and the following is inserted in lieu thereof: “This interim renewal

51 contract shall be effective from March 1, 2002, and shall remain in effect through February 28,
52 2003, and thereafter will be renewed as described in this Article if a long-term renewal contract has
53 not been executed with an effective commencement date of March 1, 2003.”

54 (b) Subdivision (b)(1) of Article 2 of the Existing Interim Renewal Contract is
55 amended by deleting the date “November 30, 2001,” and replacing same with the date “February 15,
56 2003.”

57 (c) Subdivision (b)(2) of Article 2 of the Existing Interim Renewal Contract is
58 amended by deleting the dates “February 1, 2002,” “February 15, 2002,” and “February 28, 2002,”
59 and replacing same with the dates “February 1, 2003,” “February 15, 2003,” and “February 28,
60 2003,” respectively.

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

63 APPROVED AS TO LEGAL
FORM AND SUFFICIENCY

/s/ James E. Turner

THE UNITED STATES OF AMERICA

64 OFFICE OF REGIONAL SOLICITOR
65 DEPARTMENT OF THE INTERIOR
66

By: /s/ Kirk C. Rodgers
Acting Regional Director, Mid-Pacific Region
Bureau of Reclamation

67 (SEAL)
68
69 Attest:

PAJARO VALLEY WATER
MANAGEMENT AGENCY

70 Blank
71 Secretary

By: /s/ Charles McNiesh
General Manager

72 (SEAL)
73 Attest:

SANTA CLARA VALLEY WATER DISTRICT

74 /s/ Lauren L. Keder
75 Secretary

By: /s/ Stanley M. Williams
General Manager

76 (SEAL)
77
78 Attest:

WESTLANDS WATER DISTRICT
DISTRIBUTION DISTRICT NO. 1

79 /s/ Dave Ciapponi
80 Secretary

By: /s/ Al Dingle