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4 UNITED STATES
5 DEPARTMENT OF THE INTERIOR
6 BUREAU OF RECLAMATION
7 Central Valley Project, California

8 INTERIM RENEWAL CONTRACT BETWEEN THE UNITED STATES
9 AND
10 WESTLANDS WATER DISTRICT DISTRIBUTION DISTRICT NO. 2
11 PROVIDING FOR PROJECT WATER SERVICE

12 THIS CONTRACT, made this 08 day of February, 2006, in
13 pursuance generally of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory or supplementary
14 thereto, including, but not limited to, the acts of August 26, 1937 (50 Stat. 844), as amended and
15 supplemented, August 4, 1939 (53 Stat. 1187), as amended and supplemented, July 2, 1956
16 (70 Stat. 483), June 21, 1963 (77 Stat. 68), October 12, 1982 (96 Stat. 1263), as amended, and
17 Title XXXIV of the Act of October 30, 1992 (106 Stat. 4706), all collectively hereinafter referred to as
18 Federal Reclamation law, between the UNITED STATES OF AMERICA, hereinafter referred to as the
19 United States, and WESTLANDS WATER DISTRICT DISTRIBUTION DISTRICT NO. 2, hereinafter
20 referred to as the Contractor, a public agency of the State of California, duly organized, existing, and
21 acting pursuant to the laws thereof;

22 WITNESSETH, That:

23 EXPLANATORY RECITALS

24 WHEREAS, Mercy Springs Water District (District) and the Contractor executed an
25 agreement on March 1, 2003, to provide for the assignment to the Contractor of 4,198 acre-feet of
5 project water under the District's interim renewal contract identified as Contract
27 No. 14-06-200-3365-IR8; and

28 WHEREAS, the Contractor entered into an interim renewal contract identified as
29 Contract No. 14-06-200-3365A-IR8-C, hereinafter referred to as the Existing Interim Renewal Contract,
30 which provided for continued water service to the Contractor from March 1, 2004, through
31 February 28, 2006; and

32 WHEREAS, the United States and the Contractor have made significant progress in their
33 negotiations of a long-term renewal contract, believe that further negotiations on the long-term renewal
34 contract would be beneficial, and mutually commit to continue to negotiate to seek to reach agreement,
35 but anticipate that the environmental documentation necessary for execution of any long-term renewal
36 contract will be delayed until the summer of 2006 and may be delayed further for reasons beyond the
37 control of the parties; and

8 WHEREAS, the Contractors have requested a subsequent interim renewal contract
39 pursuant to Subdivision (b)(1) of Article 2 of the Existing Interim Renewal Contract; and

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

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

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

46 INCORPORATION AND REVISION OF EXISTING INTERIM RENEWAL CONTRACT

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

50 (a) The first sentence in Subdivision (a) of Article 2 of the Existing Interim Renewal
51 Contract is modified as follows: “This interim renewal contract shall be effective from March 1, 2006,
52 and shall remain in effect through February 28, 2007, and thereafter will be renewed as described in
53 Subdivision (a) of Article 2 if a long-term renewal contract has not been executed with an effective
54 commencement date of March 1, 2007.”

55 (b) Subdivision (b)(1) of Article 2 of the Existing Interim Renewal Contract is
56 amended by deleting the date “February 15, 2006,” and replacing same with the date “February 15,
57 2007.”

58 (c) Subdivision (b)(2) of Article 2 of the Existing Interim Renewal Contract is
59 amended by deleting the dates “February 1, 2006,” “February 15, 2006,” and “February 28, 2006,” and
60 replacing same with the dates “February 1, 2007,” “February 15, 2007,” and “February 28, 2007,”
61 respectively.

62 IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day
63 and year first above written.

64 UNITED STATES OF AMERICA

65 APPROVED AS TO LEGAL
66 FORM AND SUFFICIENCY
67 *James E. Turner*
OFFICE OF REGIONAL SOLICITOR
DEPARTMENT OF THE INTERIOR

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

68 (SEAL)

69 WESTLANDS WATER DISTRICT
70 DISTRIBUTION DISTRICT NO. 2

71 Attest:

72 *Mrs. Simpson*
73 Secretary

By: *Jan Lagoy*
President

RESOLUTION NO. 101-06

WESTLANDS WATER DISTRICT DISTRIBUTION DISTRICT NO. 2

**A RESOLUTION OF THE BOARD OF DIRECTORS
APPROVING THE FORM OF THE NEW INTERIM RENEWAL CONTRACT
BETWEEN THE UNITED STATES OF AMERICA AND WESTLANDS WATER
DISTRICT DISTRIBUTION DISTRICT NO. 2 PROVIDING FOR PROJECT WATER
SERVICE, AND AUTHORIZING EXECUTION THEREOF**

WHEREAS, on March 1, 2004, Westlands Water District Distribution District No. 2 (DD2; District) and the United States of America through the Bureau of Reclamation entered into a successive Interim Water Service Contract No. 14-06-200-3365A-IR8-C, now referred to as the "Existing Interim Renewal Contract"; and

WHEREAS, the Existing Interim Renewal Contract provided for the continued water service to the Contractor from March 1, 2004 through February 28, 2006, and during this period Reclamation expected to complete the Environmental Impact Statement (EIS) for Contract Renewal; and

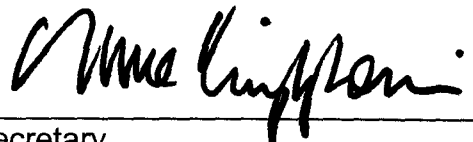
WHEREAS, the EIS for Contract Renewal is now not expected to be finalized until July 2006; and

WHEREAS, to accommodate the completion of the EIS, the Bureau of Reclamation has submitted a new one-year interim renewal contract to the District, Contract No. 14-06-

STATE OF CALIFORNIA)
)ss
COUNTY OF FRESNO)

I, Dave Ciapponi, do hereby certify that I am the duly appointed, qualified and acting Secretary of Westlands Water District Distribution District No. 2, a public district organized under the laws of the State of California with its offices at Fresno, California; that Resolution No. 101-06 was duly and regularly adopted by the Board of Directors of Westlands Water District Distribution District No. 2 at a meeting of said Board of Directors duly called and held on the 21st of February, 2006, at the offices of said Westlands Water District Distribution District No. 2 at which a quorum of said Directors was present and acting; and that said Resolution is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary of said District this 23rd day of February, 2006.



Secretary
Westlands Water District Distribution District No. 2