

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

7
8 INTERIM RENEWAL CONTRACT BETWEEN THE UNITED STATES
9 AND
10 WESTLANDS WATER DISTRICT DISTRIBUTION DISTRICT NO. 1
11 PROVIDING FOR PROJECT WATER SERVICE

12 THIS CONTRACT, made this 28 day of February, 2006, in
13 pursuance generally of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory or
14 supplementary thereto, including, but not limited to, the acts of August 26, 1937 (50 Stat. 844),
15 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
17 amended, and Title XXXIV of the Act of October 30, 1992 (106 Stat. 4706), all collectively
18 hereinafter referred to as Federal Reclamation law, between the UNITED STATES OF
19 AMERICA, hereinafter referred to as the United States, and WESTLANDS WATER DISTRICT
20 DISTRIBUTION DISTRICT NO. 1, hereinafter referred to as the Contractor, a public agency of
21 the State of California, duly organized, existing, and acting pursuant to the laws thereof;

22 WITNESSETH, That:

23 EXPLANATORY RECITALS

24 WHEREAS, the United States and the Widren Water District (District) entered
25 into an interim renewal contract identified as Contract No. 14-06-200-8018-IR5, hereinafter
26 referred to as the Interim Renewal Contract, which provided for the continued water service to
27 the District following expiration of Contract No. 14-06-200-8018; and

28 WHEREAS, the United States and the District have entered into successive renewals
29 of the Interim Renewal Contract, the most recent of which is Contract No. 14-06-200-8018-IR8,

hereinafter referred to as the Existing Interim Renewal Contract, from March 1, 2004, through
31 February 28, 2006; and

32 WHEREAS, the Contractor and the District executed an agreement on May 27,
33 2005, which gave the Contractor all right, title, and interest to the Existing Interim Renewal
34 Contract; and

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

41 WHEREAS, the Contractor has requested a subsequent interim renewal contract
42 pursuant to Subdivision (b)(1) of Article 2 of the Interim Renewal Contract and Article 1 of the
43 Existing Interim Renewal Contract; and

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

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

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

INCORPORATION AND REVISION OF EXISTING INTERIM RENEWAL CONTRACT

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

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

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

62 (c) Subdivision (c) of Article 1 of the Existing Interim Renewal Contract is
63 amended by deleting the dates “February 1, 2006,” “February 15, 2006,” and “February 28, 2006,”
64 and replacing same with the dates “February 1, 2007,” “February 15, 2007,” and “February 28,
65 2007,” respectively.

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

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UNITED STATES OF AMERICA

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

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

72 (SEAL)
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WESTLANDS WATER DISTRICT DISTRIBUTION
DISTRICT NO. 1

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By: *Jan P. Jensen*
President

76 Attest:

Wanda Kimpson
Secretary

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RESOLUTION NO. 103-06

WESTLANDS WATER DISTRICT DISTRIBUTION DISTRICT NO. 1

**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. 1 FOR THE ASSIGNMENT FROM WIDREN
WATER DISTRICT AND PROVIDING FOR PROJECT WATER SERVICE, AND
AUTHORIZING EXECUTION THEREOF**

WHEREAS, on March 1, 2004, Widren Water District and the United States of America through the Bureau of Reclamation entered into a successive Interim Water Service Contract No. 14-06-200-8018-IR8, now referred to as the "Existing Interim Renewal Contract"; and

WHEREAS, on May 27, 2005, Widren Water District assigned its Interim Renewal Contract to Westlands Water District Distribution District No. 1 (DD1; District); and

WHEREAS, the Existing Interim Renewal Contract provided for the continued water service 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

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. 1, a public district organized under the laws of the State of California with its offices at Fresno, California; that Resolution No. 103-06 was duly and regularly adopted by the Board of Directors of Westlands Water District Distribution District No. 1 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. 1 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 day of 27th of February, 2006.



Secretary
Westlands Water District Distribution District No. 1