

1 UNITED STATES
2 DEPARTMENT OF THE INTERIOR
3 BUREAU OF RECLAMATION
4 Central Valley Project, California

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

9 THIS CONTRACT, made this _____ day of _____, 20____, in
10 pursuance generally of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory or supplementary
11 thereto, including, but not limited to, the acts of August 26, 1937 (50 Stat. 844), as amended and
12 supplemented, August 4, 1939 (53 Stat. 1187), as amended and supplemented, July 2, 1956
13 (70 Stat. 483), June 21, 1963 (77 Stat. 68), October 12, 1982 (96 Stat. 1263), as amended, and Title
14 XXXIV of the Act of October 30, 1992 (106 Stat. 4706), all collectively hereinafter referred to as
15 Federal Reclamation law, between the UNITED STATES OF AMERICA, hereinafter referred to as
16 the United States, and BROADVIEW WATER DISTRICT, hereinafter referred to as the Contractor, a
17 public agency of the State of California, duly organized, existing, and acting pursuant to the laws
18 thereof;

19 WITNESSETH, That:

20 EXPLANATORY RECITALS

21 WHEREAS, the United States and Broadview Water District (Broadview) entered into
22 an interim renewal contract identified as Contract No. 14-06-200-8092-IR5, hereinafter referred to as
23 the Interim Renewal Contract, which provided for the continued water service to Broadview following
24 expiration of Contract No. 14-06-200-8092; and

25 WHEREAS, the United States and Broadview entered into successive renewals of
26 the Interim Renewal Contract, the most recent of which is Contract No. 14-06-200-8092-IR10,

27 hereinafter referred to as the Existing Interim Renewal Contract, from March 1, 2007, through
28 February 29, 2008; and

29 WHEREAS, Broadview assigned to the Contractor all right, title and interest to the
30 Existing Interim Renewal Contract referred to above, and is hereby the contractor of record for this
31 contract;

32 WHEREAS, the United States and the Contractor have made significant progress in
33 their negotiations of a long-term renewal contract, believe that further negotiations on the long-term
34 renewal contract would be beneficial, and mutually commit to continue to negotiate to seek to reach
35 agreement, but anticipate that the environmental documentation necessary for execution of any
36 long-term renewal contract will be delayed until the summer of 2008 and may be delayed further for
37 reasons beyond the control of the parties; and

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

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

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

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

47 INCORPORATION AND REVISION OF EXISTING INTERIM RENEWAL CONTRACT

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

51 (a) The first sentence in Subdivision (a) of Article 1 of the Existing Interim
52 Renewal Contract is modified as follows: “This interim renewal contract shall be effective from
53 March 1, 2008, and shall remain in effect through February 28, 2010, and thereafter will be renewed
54 as described in Subdivision (a) of Article 2 of the Interim Renewal Contract if a long-term renewal
55 contract has not been executed with an effective commencement date of March 1, 2010.”

56 (b) Subdivision (b) of Article 1 of the Existing Interim Renewal Contract is
57 amended by deleting the date “February 15, 2008,” and replacing same with the date
58 “February 15, 2010.”

59 (c) Subdivision (c) of Article 1 of the Existing Interim Renewal Contract is
60 amended by deleting the dates “February 1, 2008,” “February 15, 2008,” and “February 29, 2008,”
61 and replacing same with the dates “February 1, 2010,” “February 15, 2010,” and “February 28,
62 2010,” respectively.

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

65 UNITED STATES OF AMERICA

66 By: _____
67 Regional Director, Mid-Pacific Region
68 Bureau of Reclamation

69 (SEAL) WESTLANDS WATER DISTRICT
70 DISTRIBUTION DISTRICT NO.1

71 By: _____
72 President

73 Attest:

74 _____
75 Secretary

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78 Canal\2008\Contracts\Broadview 8092-1r11 .doc