

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  
11 supplementary thereto, including, but not limited to, the acts of August 26, 1937 (50 Stat. 844), as  
12 amended and supplemented, August 4, 1939 (53 Stat. 1187), as amended and supplemented, July 2,  
13 1956 (70 Stat. 483), June 21, 1963 (77 Stat. 68), October 12, 1982 (96 Stat. 1263), as amended, and  
14 Title XXXIV of the Act of October 30, 1992 (106 Stat. 4706), all collectively hereinafter referred to  
15 as Federal Reclamation law, between the UNITED STATES OF AMERICA, hereinafter referred to  
16 as the United States, and WESTLANDS WATER DISTRICT DISTRIBUTION DISTRICT NO. 1,  
17 hereinafter referred to as the Contractor, a public agency of the State of California, duly organized,  
18 existing, and acting pursuant to the laws thereof;

19 WITNESSETH, That:

20 EXPLANATORY RECITALS

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

25 WHEREAS, the United States and the District have entered into successive renewals of  
26 the Interim Renewal Contract, the most recent of which is Contract No. 14-06-200-8018-IR10-B,  
27 hereinafter referred to as the Existing Interim Renewal Contract, from March 1, 2007, through  
28 February 29, 2008; and

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

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

37 WHEREAS, the Contractor has requested a subsequent interim renewal contract  
38 pursuant to Subdivision (b)(1) of Article 2 of the Interim Renewal Contract and Article 1 of the  
39 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 1 thereof, which is revised as follows:

50 (a) The first sentence in Subdivision (a) of Article 1 of the Existing Interim  
51 Renewal Contract is modified as follows: "This interim renewal contract shall be effective from  
52 March 1, 2008, and shall remain in effect through February 28, 2010, and thereafter will be renewed as

53 described in Subdivision (a) of Article 2 of the Interim Renewal Contract if a long-term renewal  
54 contract has not been executed with an effective commencement date of March 1, 2010.”

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

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

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

64 UNITED STATES OF AMERICA

65 By: \_\_\_\_\_  
66 Regional Director, Mid-Pacific Region  
67 Bureau of Reclamation

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

70 By: \_\_\_\_\_  
71 President

72 Attest:

73 \_\_\_\_\_  
74 Secretary

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78 Canal\2008\Contracts\Westlands#1-Widren-8018-IR11-B final.doc

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