

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  
SANTA CLARA VALLEY WATER DISTRICT  
WESTLANDS WATER DISTRICT DISTRIBUTION DISTRICT NO. 1  
PROVIDING FOR PROJECT WATER SERVICE

THIS CONTRACT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2010,  
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, SANTA CLARA VALLEY WATER DISTRICT, AND  
WESTLANDS WATER DISTRICT DISTRIBUTION DISTRICT NO. 1, 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:

EXPLANATORY RECITALS

WHEREAS, the United States and the Contractors entered into an interim renewal  
contract identified as Contract No. 14-06-200-3365A-IR5-B, hereinafter referred to as the

29 Interim Renewal Contract, which provided for the continued water service to the Contractors  
30 following expiration of Contract No. 14-06-200-3365A-B; and

31 WHEREAS, the United States and the Contractors have entered into successive  
32 renewals of the Interim Renewal Contract, the most recent of which is Contract  
33 No. 14-06-200-3365A-IR11-B, hereinafter referred to as the Existing Interim Renewal Contract,  
34 from March 1, 2008, through February 28, 2010; and

35 WHEREAS, the United States and the Contractors have made significant progress  
36 in their negotiations of a long-term renewal contract, believe that further negotiations on the  
37 long-term renewal contract would be beneficial, and mutually commit to continue to negotiate to  
38 seek to reach agreement, but anticipate that the environmental documentation necessary for  
39 execution of any long-term renewal contract will be delayed until March 2011, and may be  
40 delayed further for reasons beyond the control of the parties; and

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

44 WHEREAS, the United States has determined that the Contractors have to date  
45 fulfilled all of their 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:

50 INCORPORATION AND REVISION OF  
51 EXISTING INTERIM RENEWAL CONTRACT

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

55 (a) The first sentence in subdivision (a) of Article 1 of the Existing Interim  
56 Renewal Contract is modified as follows: “This interim renewal contract shall be effective from  
57 March 1, 2010, and shall remain in effect through February 29, 2012, and thereafter will be  
58 renewed as described in subdivision (a) of Article 2 of the Interim Renewal Contract, if a  
59 long-term renewal contract has not been executed with an effective commencement date of  
60 March 1, 2012.”

61 (b) Subdivision (b) of Article 1 of the Existing Interim Renewal Contract is  
62 amended by deleting the date “February 15, 2010,” and replacing same with the date  
63 “February 15, 2012.”

64 (c) Subdivision (c) of Article 1 of the Existing Interim Renewal Contract is  
65 amended by deleting the dates “February 1, 2010,” “February 15, 2010,” and “February 28,  
66 2010,” and replacing same with the dates “February 1, 2012,” “February 15, 2012,” and  
67 “February 29, 2012,” respectively.

68 IN WITNESS WHEREOF, the parties hereto have executed this contract as of the  
69 day and year first above written.

70 UNITED STATES OF AMERICA

71 By: \_\_\_\_\_  
72 Regional Director, Mid-Pacific Region  
73 Bureau of Reclamation

74 (SEAL) PAJARO VALLEY WATER  
75 MANAGEMENT AGENCY

76 Attest By: \_\_\_\_\_  
77 General Manager  
78 \_\_\_\_\_  
79 Secretary

80 (SEAL) SANTA CLARA VALLEY WATER DISTRICT

81 Attest: By: \_\_\_\_\_  
82 Chief Executive Officer  
83 \_\_\_\_\_  
84 Secretary

84 (SEAL) WESTLANDS WATER DISTRICT  
85 DISTRIBUTION DISTRICT NO. 1

86 Attest: By: \_\_\_\_\_  
87 President  
88 \_\_\_\_\_  
89 Secretary