

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

INTERIM RENEWAL CONTRACT BETWEEN THE UNITED STATES
AND
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 WESTLANDS WATER DISTRICT DISTRIBUTION DISTRICT NO. 1, hereinafter referred to as the Contractor, a public agency 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 Widren Water District (District) entered into an interim renewal contract identified as Contract No. 14-06-200-8018-IR5, hereinafter referred to as the Interim Renewal Contract, which provided for the continued water service to the District following expiration of Contract No. 14-06-200-8018; and

27 WHEREAS, the United States and the District have entered into successive
28 renewals of the Interim Renewal Contract, the most recent of which is Contract
29 No. 14-06-200-8018-IR11-B, hereinafter referred to as the Existing Interim Renewal Contract,
30 from March 1, 2008, through February 28, 2010; and

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

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

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

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

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

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

49 INCORPORATION AND REVISION OF
50 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
53 included 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, 2010, and shall remain in effect through February 29, 2012, and thereafter will be
57 renewed as described in subdivision (a) of Article 2 of the Interim Renewal Contract if a
58 long-term renewal contract has not been executed with an effective commencement date of
59 March 1, 2012.”

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

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

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

69 UNITED STATES OF AMERICA

70 By: _____
71 Regional Director, Mid-Pacific Region
72 Bureau of Reclamation

73 (SEAL) WESTLANDS WATER DISTRICT
74 DISTRIBUTION DISTRICT NO. 1

75 By: _____
76 President

77 Attest:

78 _____
79 Secretary