| 1<br>2<br>3<br>4 | UNITED STATES  DEPARTMENT OF THE INTERIOR  BUREAU OF RECLAMATION  Central Valley Project, California   |  |  |  |
|------------------|--|--|--|--|
| 5<br>6<br>7<br>8 | INTERIM RENEWAL CONTRACT BETWEEN THE UNITED STATES  AND  WESTLANDS WATER DISTRICT DISTRIBUTION DISTRICT NO. 1  PROVIDING FOR PROJECT WATER SERVICE |  |  |  |
| 9                | THIS CONTRACT, made this day of, 2012,   |  |  |  |
| 10               | in 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),  |  |  |  |
| 12               | as amended and supplemented, August 4, 1939 (53 Stat. 1187), as amended and supplemented,  |  |  |  |
| 13               | July 2, 1956 (70 Stat. 483), June 21, 1963 (77 Stat. 68), October 12, 1982 (96 Stat. 1263), as   |  |  |  |
| 14               | amended, and Title XXXIV of the Act of October 30, 1992 (106 Stat. 4706), all collectively   |  |  |  |
| 15               | hereinafter referred to as Federal Reclamation law, between the UNITED STATES OF   |  |  |  |
| 16               | AMERICA, hereinafter referred to as the United States, and WESTLANDS WATER DISTRICT  |  |  |  |
| 17               | DISTRIBUTION DISTRICT NO. 1, hereinafter referred to as the Contractor, a public agency of   |  |  |  |
| 18               | the State of California, duly organized, existing, and acting pursuant to the laws thereof;  |  |  |  |
| 19               | WITNESSETH, That:  |  |  |  |
| 20               | EXPLANATORY RECITALS   |  |  |  |
| 21               | WHEREAS, the United States and the Centinella Water District (Centinella)  |  |  |  |
| 22               | entered into interim renewal Contract (long-form interim renewal contract)   |  |  |  |
| 23               | No. 7-07-20-W0055-IR1, which provided for the continued water service to Centinella  |  |  |  |
| 24               | following expiration of Contract No. 7-07-20-W0055; and  |  |  |  |

| 25 | WHEREAS, the last long-form interim renewal contract between the United                         |  |  |
|----|---|--|--|
| 26 | States and Centinella is Contract No. 07-20-W0055-IR5, hereinafter referred to as IR5; and      |  |  |
| 27 | WHEREAS, the United States and Centinella entered into successive renewals of                   |  |  |
| 28 | IR5, of which the last was Contract No. 7-07-200-W0055-IR8, and                                 |  |  |
| 29 | WHEREAS, on November 9, 2004, the Contractor, Centinella, and the United                        |  |  |
| 30 | States executed an agreement, "Agreement for Assignment of Centinella Water District's          |  |  |
| 31 | Water Service Contract to Westlands Water District Distribution District No. 1", which          |  |  |
| 32 | assigned to the Contractor all rights, duties, and obligations of Centinella in IR8; and        |  |  |
| 33 | WHEREAS, the United States and the Contractor entered into the first interim                    |  |  |
| 34 | renewal contract identified as Contract No. 7-07-20-W0055-IR9-B hereinafter referred to as      |  |  |
| 35 | the IR9-B, and  |  |  |
| 36 | WHEREAS, the United States and the Contractor have entered into successive                      |  |  |
| 37 | renewals of the IR9-B, the most recent of which is Contract No.7-07-20-W0055-IR12-B,            |  |  |
| 38 | hereinafter referred to as the IR12-B, effective March 1, 2010, through February 29, 2012; and  |  |  |
| 39 | WHEREAS, the United States and the Contractor have made significant progress                    |  |  |
| 40 | in their negotiations of a long-term renewal contract, believe that further negotiations on the |  |  |
| 41 | long-term renewal contract would be beneficial, and mutually commit to continue to negotiate    |  |  |
| 42 | seek to reach agreement, but anticipate that the environmental documentation necessary for      |  |  |
| 43 | execution of any long-term renewal contract may be delayed for reasons beyond the control of    |  |  |
| 44 | the parties; and  |  |  |
|    |   |  |  |

| 45       | WHEREAS, the Contractor has requested a subsequent interim renewal contract                        |  |  |
|----------|--|--|--|
| 46       | pursuant to IR12-B; and  |  |  |
| 47       | WHEREAS, the United States has determined that the Contractor has to date                          |  |  |
| 48       | fulfilled all of its obligations under IR12-B; and   |  |  |
| 49       | WHEREAS, the United States is willing to renew IR12-B pursuant to the terms                        |  |  |
| 50       | and conditions set forth below;  |  |  |
| 51       | NOW, THEREFORE, in consideration of the mutual and dependent covenants                             |  |  |
| 52       | herein contained, it is hereby mutually agreed by the parties hereto as follows:                   |  |  |
| 53<br>54 | RENEWAL AND REVISION OF CONTRACT NO. 7-07-20-W0055-IR12-B  |  |  |
| 55       | 1. Except as specifically modified by this Contract, all provisions of the IR12-B are              |  |  |
| 56       | renewed with the same force and effect as if they were included in full text with the exception of |  |  |
| 57       | Article 1 of IR12-B thereof, which is revised as follows:  |  |  |
| 58       | (a) The first sentence in subdivision (a) of Article 1 of IR12-B is replaced                       |  |  |
| 59       | with the following language: "This Contract shall be effective from March 1, 2012, and shall       |  |  |
| 60       | remain in effect through February 28, 2014, and thereafter will be renewed as described in         |  |  |
| 61       | Article 2 of IR5 if a long-term renewal contract has not been executed with an effective           |  |  |
| 62       | commencement date of March 1, 2014."   |  |  |
| 63       | (b) Subdivision (b) of Article 1 of IR12-B is amended by deleting the date                         |  |  |
| 64       | "February 29, 2012," and replacing same with the date "February 28, 2014."                         |  |  |
|          |  |  |  |

| 65             | IN WITNESS WHEREOF, the parties hereto have executed this Contract as of |   |
|----------------|--|---|
| 66             | the day and year first above written.                                    |   |
| 67             |  | UNITED STATES OF AMERICA                                |
| 68<br>69<br>70 |  | By:   |
| 71<br>72<br>73 | (SEAL)   | WESTLANDS WATER DISTRICT<br>DISTRIBUTION DISTRICT NO. 1 |
| 74<br>75<br>76 | Attest:  | By: President of the Board of Directors                 |
| 77<br>78       | By: Secretary of the Board of Directors                                  |   |