

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

5 INTERIM RENEWAL CONTRACT AMONG THE UNITED STATES
6 AND
7 PAJARO VALLEY WATER MANAGEMENT AGENCY,
8 SANTA CLARA VALLEY WATER DISTRICT, AND
9 WESTLANDS WATER DISTRICT DISTRIBUTION DISTRICT NO. 1
10 PROVIDING FOR PROJECT WATER SERVICE

11 THIS CONTRACT, made this _____ day of _____, 2014,
12 in pursuance generally of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory or
13 supplementary thereto, including, but not limited to, the acts of August 26, 1937 (50 Stat. 844),
14 as amended and supplemented, August 4, 1939 (53 Stat. 1187), as amended and supplemented,
15 July 2, 1956 (70 Stat. 483), June 21, 1963 (77 Stat. 68), October 12, 1982 (96 Stat. 1263), as
16 amended, and Title XXXIV of the Act of October 30, 1992 (106 Stat. 4706), all collectively
17 hereinafter referred to as Federal Reclamation law, among the UNITED STATES OF
18 AMERICA, hereinafter referred to as the United States, and PAJARO VALLEY WATER
19 MANAGEMENT AGENCY, SANTA CLARA VALLEY WATER DISTRICT, and
20 WESTLANDS WATER DISTRICT DISTRIBUTION DISTRICT NO. 1, hereinafter referred to
21 as the Contractors, public agencies of the State of California, duly organized, existing, and acting
22 pursuant to the laws thereof;

23 WITNESSETH, That:

24 EXPLANATORY RECITALS

25 WHEREAS, the United States and the Mercy Springs Water District (Mercy
26 Springs) entered into interim renewal Contract (long-form interim renewal contract)
27 No. 14-06-200-3365A-IR1 which provided for the continued water service of 13,300 acre-feet
28 of Central Valley Project (CVP) water to Mercy Springs following expiration of Contract
29 No. 14-06-200-3365A; and

30 WHEREAS, the United States and Mercy Springs entered into successive
31 long-form interim renewal Contract No. 14-06-200-3365A-IR2-A; and

32 WHEREAS, on May 14, 1999, the Contractors, Mercy Springs, and the United
33 States executed a partial assignment agreement, "Agreement for Partial Assignment of Water
34 Service", which assigned to the Contractors the rights, duties, and obligations of Mercy
35 Springs in Contract No. 14-06-200-3365A-IR2-A for 6,260 acre-feet; and

36 WHEREAS, the United States and the Contractors entered into interim
37 renewal contracts identified as Contract No. 14-06-200-3365A-IR3-B and Contract
38 No. 14-06-200-3365A-IR4-B; and

39 WHEREAS, the United States and the Contractors entered into long-form interim
40 renewal Contract No. 14-06-200-3365A-IR5-B, hereinafter referred to as IR5-B; and

41 WHEREAS, the United States and the Contractors have entered into successive
42 renewals of IR5-B, the most recent of which is Contract No. 14-06-200-3365A-IR13-B, hereinafter
43 referred to as IR13-B, effective March 1, 2012, through February 28, 2014; and

44 WHEREAS, the United States and the Contractors have made significant progress
45 in their negotiations of a long-term renewal contract, believe that further negotiations on the
46 long-term renewal contract would be beneficial, and mutually commit to continue to negotiate to
47 seek to reach agreement, but anticipate that the environmental documentation necessary for
48 execution of any long-term renewal contract may be delayed for reasons beyond the control of
49 the parties; and

50 WHEREAS, the Contractors have requested a subsequent interim renewal
51 contract pursuant to IR13-B; and

52 WHEREAS, the United States has determined that the Contractors have to date
53 fulfilled all of its obligations under IR13-B; and

54 WHEREAS, the United States is willing to renew IR13-B pursuant to the terms
55 and conditions set forth below;

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

58 RENEWAL AND REVISION OF
59 CONTRACT NO. 14-06-200-3365A-IR13-B

60 1. Except as specifically modified by this Contract, all provisions of IR13-B are
61 renewed with the same force and effect as if they were included in full text with the exception of
62 Article 1 of IR13-B thereof, which is revised as follows:

63 (a) The first sentence in subdivision (a) of Article 1 of IR13-B is replaced
64 with the following language: "This Contract shall be effective from March 1, 2014, and shall
65 remain in effect through February 29, 2016, and thereafter will be renewed as described in

66 Article 2 of IR5-B, if a long-term renewal contract has not been executed with an effective
67 commencement date of March 1, 2016.”

68 (b) Subdivision (b) of Article 1 of IR13-B is amended by deleting the date
69 “February 15, 2014,” and replacing same with the date “February 15, 2016.”

70 (c) Subdivision (c) of Article 1 of IR13-B is amended by deleting the dates
71 “February 1, 2014,” “February 15, 2014,” and “February 28, 2014,” and replacing same with
72 the dates “February 1, 2016,” “February 15, 2016,” and “February 29, 2016,” respectively.

Draft

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

75 UNITED STATES OF AMERICA

76 By: _____
77 Regional Director, Mid-Pacific Region
78 Bureau of Reclamation

79 (SEAL) PAJARO VALLEY WATER MANAGEMENT
80 AGENCY

81 Attest: By: _____
82 General Manager

83 By: _____
84 Secretary

85 (SEAL) SANTA CLARA VALLEY WATER DISTRICT

86 Attest: By: _____
87 Chief Executive Officer

88 By: _____
89 Secretary

90 (SEAL) WESTLANDS WATER DISTRICT
91 DISTRIBUTION DISTRICT NO. 1

92 Attest: By: _____
93 President of the Board of Directors

94 By: _____
95 Secretary of the Board of Directors