

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. 2
8 PROVIDING FOR PROJECT WATER SERVICE

9 THIS CONTRACT, made this _____ day of _____, 2014,
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. 2, 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 Mercy Springs Water District (Mercy
22 Springs) entered into interim renewal Contract (long-form interim renewal contract)
23 No. 14-06-200-3365A-IR1 which provided for the continued water service of 13,300 acre-feet

24 of Central Valley Project (CVP) water to Mercy Springs following expiration of Contract
25 No. 14-06-200-3365A; and

26 WHEREAS, the United States and Mercy Springs entered into successive
27 renewals, of which the last long-form interim renewal contract was Contract
28 No. 14-06-200-3365A-IR5-A; and

29 WHEREAS, on March 1, 2003, the Contractor, Mercy Springs, and the United
30 States executed a partial assignment agreement, “Agreement for Partial Assignment of Water
31 Service Contract”, which assigned to the Contractor the rights, duties, and obligations of
32 Mercy Springs in Contract No. 14-06-200-3365A-IR7-A for 4,198 acre-feet; and

33 WHEREAS, the United States and the Contractor entered into the first
34 long-form interim renewal contract identified as Contract No. 14-06-200-3365A-IR8-C,
35 hereinafter referred to as IR8-C; and

36 WHEREAS, the United States and the Contractor have entered into successive
37 renewals of IR8-C, the most recent of which is Contract No. 14-06-200-3365A-IR13-C,
38 hereinafter referred to as IR13-C, effective March 1, 2012, through February 28, 2014; and

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

45 WHEREAS, the Contractor has requested a subsequent interim renewal contract
46 pursuant to IR13-C; and

47 WHEREAS, the United States has determined that the Contractor has to date
48 fulfilled all of its obligations under IR13-C; and

49 WHEREAS, the United States is willing to renew IR13-C 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 RENEWAL AND REVISION OF
54 CONTRACT NO. 14-06-200-3365A-IR13-C

55 1. Except as specifically modified by this Contract, all provisions of IR13-C 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 IR13-C thereof, which is revised as follows:

58 (a) The first sentence in subdivision (a) of Article 1 of IR13-C is replaced
59 with the following language: “This Contract shall be effective from March 1, 2014, and shall
60 remain in effect through February 29, 2016, and thereafter will be renewed as described in
61 Article 2 of IR8 if a long-term renewal contract has not been executed with an effective
62 commencement date of March 1, 2016.”

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

65 (c) Subdivision (c) of Article 1 of IR13-C is amended by deleting the dates
66 “February 1, 2014,” “February 15, 2014,” and “February 28, 2014,” and replacing same with
67 the dates “February 1, 2016,” “February 15, 2016,” and “February 29, 2016,” respectively.

68 IN WITNESS WHEREOF, the parties hereto have executed this Contract as of
69 the 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)

75 WESTLANDS WATER DISTRICT
76 DISTRIBUTION DISTRICT NO. 2

77 By: _____
78 President of the Board of Directors

79 Attest:

80 By: _____
81 Secretary of the Board of Directors