

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 \_\_\_\_\_, 2016,  
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 of  
28 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-IR14-B, hereinafter  
43 referred to as IR14-B, effective March 1, 2014, through February 29, 2016; 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 IR14-B; and

52 WHEREAS, the United States has determined that the Contractors have to date  
53 fulfilled all of its obligations under IR14-B; and

54 WHEREAS, the United States is willing to renew IR14-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-IR14-B

60 1. Except as specifically modified by this Contract, all provisions of IR14-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 IR14-B thereof, which is revised as follows:

63 (a) The first sentence in subdivision (a) of Article 1 of IR14-B is replaced  
64 with the following language: "This Contract shall be effective from March 1, 2016, and shall  
65 remain in effect through February 28, 2018, 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, 2018.”

68 (b) Subdivision (b) of Article 1 of IR14-B is amended by deleting the date  
69 “February 15, 2016,” and replacing same with the date “February 15, 2018.”

70 (c) Subdivision (c) of Article 1 of IR14-B is amended by deleting the dates  
71 “February 1, 2016,” “February 15, 2016,” and “February 29, 2016,” and replacing same with  
72 the dates “February 1, 2018,” “February 15, 2018,” and “February 28, 2018,” 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