

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 \_\_\_\_\_, 2016,  
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 of

24 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 Mercy  
32 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-IR14-C,  
38 hereinafter referred to as IR14-C, effective March 1, 2014, through February 29, 2016; 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 to  
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 IR14-C; and

47 WHEREAS, the United States has determined that the Contractor has to date  
48 fulfilled all of its obligations under IR14-C; and

49 WHEREAS, the United States is willing to renew IR14-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-IR14-C

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

58 (a) The first sentence in subdivision (a) of Article 1 of IR14-C is replaced  
59 with the following language: “This Contract shall be effective from March 1, 2016, and shall  
60 remain in effect through February 28, 2018, 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, 2018.”

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

65 (c) Subdivision (c) of Article 1 of IR14-C is amended by deleting the dates  
66 “February 1, 2016,” “February 15, 2016,” and “February 29, 2016,” and replacing same with  
67 the dates “February 1, 2018,” “February 15, 2018,” and “February 28, 2018,” 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