

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 _____, 2007, in
10 pursuance generally of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory or supplementary
11 thereto, including, but not limited to, the acts of August 26, 1937 (50 Stat. 844), as amended and
12 supplemented, August 4, 1939 (53 Stat. 1187), as amended and supplemented, July 2, 1956
13 (70 Stat. 483), June 21, 1963 (77 Stat. 68), October 12, 1982 (96 Stat. 1263), as amended, and
14 Title XXXIV of the Act of October 30, 1992 (106 Stat. 4706), all collectively hereinafter referred to as
15 Federal Reclamation law, between the UNITED STATES OF AMERICA, hereinafter referred to as
16 the United States, and WESTLANDS WATER DISTRICT DISTRIBUTION DISTRICT NO. 2,
17 hereinafter referred to as the Contractor, a public agency of the State of California, duly organized,
18 existing, and acting pursuant to the laws thereof;

19 WITNESSETH, That:

20 EXPLANATORY RECITALS

21 WHEREAS, Mercy Springs Water District (District) and the Contractor executed an
22 agreement on March 1, 2003, to provide for the assignment to the Contractor of 4,198 acre-feet of
23 project water under the District's interim renewal contract identified as Contract
24 No. 14-06-200-3365-IR8; and

25 WHEREAS, the Contractor entered into an interim renewal contract identified as
26 Contract No. 14-06-200-3365A-IR10-C, hereinafter referred to as the Existing Interim Renewal
27 Contract, which provided for continued water service to the Contractor from March 1, 2007, through
28 February 29, 2008; and

29 WHEREAS, the United States and the Contractor have made significant progress in
30 their negotiations of a long-term renewal contract, believe that further negotiations on the long-term
31 renewal contract would be beneficial, and mutually commit to continue to negotiate to seek to reach
32 agreement, but anticipate that the environmental documentation necessary for execution of any long-
33 term renewal contract will be delayed until the summer of 2008 and may be delayed further for reasons
34 beyond the control of the parties; and

35 WHEREAS, the Contractors have requested a subsequent interim renewal contract
36 pursuant to Subdivision (b)(1) of Article 2 of the Existing Interim Renewal Contract; and

37 WHEREAS, the United States has determined that the Contractor has to date
38 fulfilled all of its obligations under the Existing Interim Renewal Contract; and

39 WHEREAS, the United States is willing to renew the Existing Interim Renewal
40 Contract pursuant to the terms and conditions set forth below;

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

43 INCORPORATION AND REVISION OF EXISTING INTERIM RENEWAL CONTRACT

44 1. The terms and conditions of the Existing Interim Renewal Contract are hereby
45 incorporated by reference into this Contract with the same force and effect as if they were included in
46 full text with the exception of Article 2 thereof, which is revised as follows:

47 (a) The first sentence in Subdivision (a) of Article 2 of the Existing Interim
48 Renewal

49 Contract is modified as follows: "This interim renewal contract shall be effective from March 1, 2008,

50 and shall remain in effect through February 28, 2010, and thereafter will be renewed as described in
51 Subdivision (a) of Article 2 if a long-term renewal contract has not been executed with an effective
52 commencement date of March 1, 2010.”

53 (b) Subdivision (b)(1) of Article 2 of the Existing Interim Renewal Contract is
54 amended by deleting the date “February 15, 2008,” and replacing same with the date “February 15,
55 2010.”

56 (c) Subdivision (b)(2) of Article 2 of the Existing Interim Renewal Contract is
57 amended by deleting the dates “February 1, 2008,” “February 15, 2008,” and “February 29, 2008,”
58 and replacing same with the dates “February 1, 2010,” “February 15, 2010,” and “February 28, 2010,”
59 respectively.

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

62 UNITED STATES OF AMERICA

63 By: _____
64 Regional Director, Mid-Pacific Region
65 Bureau of Reclamation

66 (SEAL)

67 WESTLANDS WATER DISTRICT
68 DISTRIBUTION DISTRICT NO. 2

69 Attest:

70 _____
71 Secretary

By: _____
72 President

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