

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 \_\_\_\_\_, 2012,  
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 14-06-200-3365-IR3-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. 14-06-200-3365-IR7-A (the interim renewal contract prior to  
33 Mercy Springs partial assignment to the Contractor) for 4,198 acre-feet; and

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

37 WHEREAS, the United States and the Contractor have entered into successive  
38 renewals of the IR8-C, the most recent of which is Contract No.14-06-200-3365A-IR12-C,  
39 hereinafter referred to as the IR12-C, effective March 1, 2010, through February 29, 2012; and

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

46 WHEREAS, the Contractor has requested a subsequent interim renewal contract  
47 pursuant to IR12-C; and

48 WHEREAS, the United States has determined that the Contractor has to date  
49 fulfilled all of its obligations under IR12-C; and

50 WHEREAS, the United States is willing to renew IR12-C pursuant to the terms  
51 and conditions set forth below;

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

54 RENEWAL AND REVISION OF  
55 CONTRACT NO. 14-06-200-3365A-IR12-C

56 1. Except as specifically modified by this Contract, all provisions of IR12-C are  
57 renewed with the same force and effect as if they were included in full text with the exception of  
58 Article 1 of IR12-C thereof, which is revised as follows:

59 (a) The first sentence in subdivision (a) of Article 1 of IR12-C is replaced  
60 with the following language: "This contract shall be effective from March 1, 2012, and shall  
61 remain in effect through February 28, 2014, and thereafter will be renewed as described in  
62 Article 2 of IR8 if a long-term renewal contract has not been executed with an effective  
63 commencement date of March 1, 2014."

64 (b) Subdivision (b) of Article 1 of the IR12-C is amended by deleting the  
65 date "February 29, 2012," and replacing same with the date "February 28, 2014."

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

68 UNITED STATES OF AMERICA

69 By: \_\_\_\_\_  
70 Regional Director, Mid-Pacific Region  
71 Bureau of Reclamation

72 (SEAL)

73 WESTLANDS WATER DISTRICT  
74 DISTRIBUTION DISTRICT NO. 2

75 By: \_\_\_\_\_  
76 President of the Board of Directors

77 Attest:

78 By: \_\_\_\_\_  
79 Secretary of the Board of Directors