

## **APPENDIX B(2)**

### **EXISTING**

### **INTERIM RENEWAL CONTRACT SAMPLE**

for six Mendota Pool contractors in the Delta-Mendota Canal Unit  
(Coelho Family Trust, Fresno Slough WD, James ID, RD 1606,  
Tranquillity ID, and Tranquillity PUD)

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Irrigation and/or M&I  
R.O. Draft 12/12-2003  
R.O. Draft 11/06-2003

Contract No. \_\_\_\_\_

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
Central Valley Project, California

INTERIM RENEWAL CONTRACT BETWEEN THE UNITED STATES  
AND  
NAME OF ENTITY/DISTRICT  
PROVIDING FOR PROJECT WATER SERVICE

THIS CONTRACT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in  
pursuance generally of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory or  
supplementary thereto, including, but not limited to, the acts of August 26, 1937 (50 Stat. 844),  
as amended and supplemented, August 4, 1939 (53 Stat. 1187), as amended and supplemented,  
July 2, 1956 (70 Stat. 483), June 21, 1963 (77 Stat. 68), October 12, 1982 (96 Stat. 1263), as  
amended and Title XXXIV of the Act of October 30, 1992 (106 Stat. 4706), all collectively  
hereinafter referred to as Federal Reclamation law, between THE UNITED STATES OF  
AMERICA, hereinafter referred to as the United States, and ,  
\_\_\_\_\_ hereinafter referred to as the Contractor, a public  
agency of the State of California, duly organized, existing, and acting pursuant to the laws  
thereof, with its principal place of business in \_\_\_\_\_ (City), California;

WITNESSETH, That:

EXPLANATORY RECITALS

WHEREAS, the United States and the Contractor entered into an interim renewal  
contract identified as Contract No. \_\_\_\_\_-IR1, from \_\_\_\_\_ (insert beginning date,  
e.g., December 23, 2003) through February 29, 2004, hereinafter referred to as the Existing

29 Interim Renewal Contract, which provided for the continued water service to the Contractor  
30 following expiration of Contract No \_\_\_\_\_ (insert original contract number);

31 WHEREAS, the United States and the Contractor have made significant progress in  
32 their negotiations of a long-term renewal contract, believe that further negotiations on the long-term  
33 renewal contract would be beneficial, and mutually commit to continue to negotiate to seek to reach  
34 agreement, but anticipate that the environmental documentation necessary for execution of any long-  
35 term renewal contract will be delayed at least an additional 7 months, and may be delayed further for  
36 reasons beyond the control of the parties; and

37 WHEREAS, the Contractor has requested a subsequent interim renewal contract  
38 pursuant to Subdivision (b) of Article 2 of the Existing Interim Renewal Contract; and

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

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

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

45 INCORPORATION AND REVISION OF EXISTING INTERIM RENEWAL CONTRACT

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

49 (a) The first sentence in Subdivision (a) of Article 2 of the Existing  
50 Interim Renewal Contract is modified as follows: "This interim renewal contract shall be effective  
51 from March 1, 2004, and shall remain in effect through February 28, 2006, and thereafter will be  
52 renewed as described in Subdivision (a) of Article 2 of the Existing Interim Renewal Contract

53 if a long-term renewal contract has not been executed with an effective commencement date of  
54 March 1, 2006; Provided, that if a long-term renewal contract has been executed with an effective  
55 commencement date of March 1, 2005, this interim renewal contract shall expire on February 28,  
56 2005."

57 (b) Subdivision (b) of Article 2 of the Existing Interim Renewal Contract is  
58 amended by deleting the date "February 15, 2004," and replacing same with the date  
59 "February 15, 2006."

60 (c) Subdivision (c) of Article 2 of the Existing Interim Renewal Contract is  
61 amended by deleting the dates "February 1, 2004," "February 15, 2004," and "February 29, 2004,"  
62 and replacing same with the dates "February 1, 2006," "February 15, 2006," and "February 28,  
63 2006," respectively.

64 IN WITNESS WHEREOF, the parties hereto have executed this interim renewal  
65 contract as of the day and year first above written.

66 THE UNITED STATES OF AMERICA

67 By: \_\_\_\_\_  
68 Regional Director, Mid-Pacific Region  
69 Bureau of Reclamation

70 (SEAL) NAME OF ENTITY/DISTRICT

71 By: \_\_\_\_\_  
72 President

73 Attest:

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Secretary

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