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Irrigation and M&I
R.O. 10/31-2001
Rev. R.O. 11/01-2001
Rev. R.O. 11/05-2001
Rev. R.O. 11/13-2001

Contract No.
14-06-200-8565A-IR6

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

INTERIM RENEWAL CONTRACT BETWEEN THE UNITED STATES,
THE DEPARTMENT OF WATER RESOURCES
OF THE STATE OF CALIFORNIA,
AND
TRI-VALLEY WATER DISTRICT
PROVIDING FOR PROJECT WATER SERVICE

THIS CONTRACT, made this 28th day of February, 2002, 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, THE DEPARTMENT OF WATER RESOURCES OF THE STATE OF
CALIFORNIA, hereinafter referred to as DWR, and TRI-VALLEY WATER DISTRICT,
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 Sanger,
California;

30 WITNESSETH, That:

31 EXPLANATORY RECITALS

32 WHEREAS, the United States, DWR, and the Contractor entered into interim
33 renewal contract identified as Contract No. 14-06-200-8565A-IR5, hereinafter referred to as the
34 Existing Interim Renewal Contract, which provided for the continued water service to the
35 Contractor from March 1, 2001, through February 28, 2002; and

36 WHEREAS, the United States and the Contractor believe that further negotiations on
37 the long-term renewal contract would be beneficial and mutually commit to continue to negotiate to
38 seek to reach agreement, or the required environmental review necessary to execute a long-term
39 renewal contract has not been completed, and the Contractor has requested a subsequent interim
40 renewal contract pursuant to Article 2 (b) (1) of the Existing Interim Renewal Contract; and

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

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

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

47 INCORPORATION AND REVISION OF EXISTING INTERIM RENEWAL CONTRACT

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

51 (a) The first sentence in Subdivision (a) of Article 2 of the Existing Interim
52 Renewal Contract is deleted, and the following is inserted in lieu thereof: "This interim renewal
53 contract shall be effective from March 1, 2002, and shall remain in effect through February 28,

54 2003, and thereafter will be renewed as described in this Article if a long-term renewal contract has
55 not been executed with an effective commencement date of March 1, 2003.”

56 (b) Subdivision (b)(1) of Article 2 of the Existing Interim Renewal Contract is
57 amended by deleting the date “November 30, 2001,” and replacing same with the date “February 15,
58 2003.”

59 (c) Subdivision (b)(2) of Article 2 of the Existing Interim Renewal Contract is
60 amended by deleting the dates “February 1, 2002,” “February 15, 2002,” and “February 28, 2002,”
61 and replacing same with the dates “February 1, 2003,” “February 15, 2003,” and “February 28,
62 2003,” respectively.

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

65 THE UNITED STATES OF AMERICA

66 APPROVED AS TO LEGAL
FORM AND SUFFICIENCY

67 */s/ James E. Turner*

68 OFFICE OF REGIONAL SOLICITOR
DEPARTMENT OF THE INTERIOR

By: /s/ Kirk C. Rodgers
Acting Regional Director, Mid-Pacific Region
Bureau of Reclamation

69 Approved as to Legal Form
70 Sufficiency:

THE DEPARTMENT OF WATER RESOURCES
OF THE STATE OF CALIFORNIA

71 /s/ Peggy Bernardy
72 Chief Counsel,
73 Department of Water Resources
74

By: /s/ Thomas M. Hannigan
Director
Department of Water Resources

75 (SEAL)

TRI-VALLEY WATER DISTRICT

76
77
78 Attest:
79 /s/ Richard L. Cosgrave
80 Secretary

By: /s/ Charles E. Carlson, Jr.
President of the Board of Directors