

Irrigation and M&I  
R.O. 10/31-2001  
Rev. R.O. 11/01-2001  
Rev. R.O. 11/12-2002  
Contract No.  
14-06-200-8466A-IR7

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  
HILLS VALLEY IRRIGATION DISTRICT  
PROVIDING FOR PROJECT WATER SERVICE

THIS CONTRACT, made this 24<sup>th</sup> day of April, 2003, 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 HILLS VALLEY IRRIGATION 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 Visalia,  
California;

WITNESSETH, That:

29 EXPLANATORY RECITALS

30 WHEREAS, the United States, DWR, and the Contractor entered into an interim  
31 renewal contract identified as Contract No. 14-06-200-8466A-IR6, hereinafter referred to as the  
32 Existing Interim Renewal Contract, which provided for the continued water service to the  
33 Contractor from March 1, 2002, through February 28, 2003; and

34 WHEREAS, the United States, DWR, and the Contractor believe that further  
35 negotiations on the long-term renewal contract would be beneficial and mutually commit to  
36 continue to negotiate to seek to reach agreement, and the Contractor has requested a subsequent  
37 interim renewal contract pursuant to Article 2 (b)(1) of Interim Renewal Contract  
38 No. 14-06-200-8466A-IR5; and

39 WHEREAS, the United States has determined that the Contractor has to date  
40 fulfilled 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 Article1 thereof, which is revised as follows:

49                   (a)     The first sentence in Subdivision (a) of Article 1 of the Existing Interim  
50     Renewal Contract is modified as follows: “This interim renewal contract shall be effective from  
51     March 1, 2003, and shall remain in effect through February 29, 2004, and thereafter will be renewed  
52     as described in Article 2(a) of Interim Renewal Contract No. 14-06-200-8466A-IR5 if a long-term  
53     renewal contract has not been executed with an effective commencement date of March 1, 2004.”

54                   (b)     Subdivision (b) of Article 1 of the Existing Interim Renewal Contract is  
55     amended by deleting the date “February 15, 2003,” and replacing same with the date  
56     “February 15, 2004.”

57                   (c)     Subdivision (c) of Article 1 of the Existing Interim Renewal Contract is  
58     amended by deleting the dates “February 1, 2003,” “February 15, 2003,” and “February 28, 2003,”  
59     and replacing same with the dates “February 1, 2004,” “February 15, 2004,” and “February 29,  
60     2004,” respectively.

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

63 APPROVED AS TO LEGAL  
FORM AND SUFFICIENCY  
*/s/ James E. Turner*  
64 OFFICE OF REGIONAL SOLICITOR  
DEPARTMENT OF THE INTERIOR

THE UNITED STATES OF AMERICA

By: /s/ Susan L. Ramos  
For Regional Director, Mid-Pacific Region  
Bureau of Reclamation

68 Approved as to Legal Form and  
69 Sufficiency:

THE DEPARTMENT OF WATER RESOURCES  
OF THE STATE OF CALIFORNIA

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

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

73 (SEAL)

HILLS VALLEY IRRIGATION DISTRICT

74 By: /s/ Don A. Schroder  
75 President of the Board of Directors

76 Attest:

77 /s/ Dennis R. Keller  
78 Secretary