

Irrigation and M&I  
R.O. 10/31-2001  
Rev. R.O. 11/01-2001  
Rev. R.O. 11/12-2002  
Rev. R.O. 01/22-2003  
Contract No.  
14-06-200-3598A-IR7

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

INTERIM RENEWAL CONTRACT BETWEEN THE UNITED STATES  
AND  
PATTERSON IRRIGATION DISTRICT  
PROVIDING FOR PROJECT WATER SERVICE

THIS CONTRACT, made this 21<sup>st</sup> day of February, 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, and PATTERSON 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 Patterson, California;

WITNESSETH, That:

EXPLANATORY RECITALS

WHEREAS, the United States and the Contractor entered into an interim renewal contract identified as Contract No. 14-06-200-3598A-IR6, hereinafter referred to as the Existing Interim Renewal Contract, which provides for the continued water service to the Contractor from March 1, 2002, through February 28, 2003; and

32                   WHEREAS, Contract No. 14-06-200-3598A, the original contract that was renewed  
33 through the interim renewal contracts including the Existing Interim Renewal Contract, provided  
34 that the United States would furnish to the Contractor, each year, 6,000 acre-feet of replacement  
35 water in addition to the 16,500 acre-feet each year of Project Water to reach a full and complete  
36 settlement and complete release of the United States from liability of any nature with respect to any  
37 and all of the Contractor's claims that the construction and operation of the Central Valley Project  
38 has interfered with its right in and the use of the waters of the San Joaquin River; and,

39                   WHEREAS, interim renewal contracts Nos. 14-06-200-3598A-IR1,  
40 14-06-200-3598A-IR2, 14-06-200-3598A-IR3, provided that the United States would continue to  
41 provide both the Project Water and replacement water to the Contractor from March 1, 1995,  
42 through November 30, 2000; and

43                   WHEREAS, for unknown reasons, interim renewal contracts Nos. 14-06-200-  
44 3598A-IR4, 14-06-200-3598A-IR5, and 14-06-200-3598A-IR6 provided that the United States  
45 would continue to provide Project Water to the Contractor but not replacement water; and

46                   WHEREAS, the parties intend to clarify, through execution of this Interim Contract  
47 No. 14-06-200-3598A-IR7 that it was their mutual intent to continue uninterrupted service of  
48 6,000 acre-feet annually of replacement water to Contractor from the Delta-Mendota Canal free of  
49 charge through all of their preceding interim renewal contracts; and

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

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

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

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

61 INCORPORATION AND REVISION OF EXISTING INTERIM RENEWAL CONTRACT

62 1. The terms and conditions of the Existing Interim Renewal Contract are hereby  
63 incorporated by reference into this Contract with the same force and effect as if they were included  
64 in full text with the exception of Articles 1, 3, and 12, thereof, which are revised as follows:

65 (a) The first sentence in Subdivision (a) of Article 1 of the Existing Interim  
66 Renewal Contract is modified as follows: “This interim renewal contract shall be effective from  
67 March 1, 2003, and shall remain in effect through February 29, 2004, and thereafter will be renewed  
68 as described in Article 2(a) of Interim Renewal Contract No. 14-06-200-3598A-IR5 if a long-term  
69 renewal contract has not been executed with an effective commencement date of March 1, 2004.”

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

73 (c) Subdivision (c) of Article 1 of the Existing Interim Renewal Contract is  
74 amended by deleting the dates “February 1, 2003,” “February 15, 2003,” and “February 28, 2003,”  
75 and replacing same with the dates “February 1, 2004,” “February 15, 2004,” and “February 29,  
76 2004,” respectively.

77 (d) Subdivision (h) is added to Article 3 as follows:

78                   3.     (h)     In addition to water to be provided under subdivision (a) of this  
79   Article,  
80 each year the United States shall furnish from the Delta-Mendota Canal, free of charge to the  
81 Contractor (including free from obligation to pay Rates or Charges hereinafter provided for), and in  
82 accordance with the schedule submitted pursuant to Article 4, 6,000 acre-feet of water, hereinafter  
83 referred to as “replacement water.” For purposes of this subdivision, the United States shall  
84 consider replacement water to be the first 6,000 acre-feet furnished to the Contractor in any given  
85 year.

86                   4.     Subdivision (e) is added to Article 12 as follows:

87                   12.    (e)     Notwithstanding other provisions of this Contract, replacement water  
88 will bear shortages and be reduced during times of reduced water supplies based on the same  
89 percentage of reduction of supplies implemented by the Second Amended Contract for Exchange of  
90 Waters, dated February 14, 1968, between the United States and the Central California Irrigation  
91 District, Columbia Canal Company, San Luis Canal Company, and Firebaugh Canal Company,  
92 Contract No. I1r-1144.

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

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

THE UNITED STATES OF AMERICA

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

99 (SEAL) PATTERSON IRRIGATION DISTRICT

100 By: /s/ John Barbaste  
101 President

102 Attest:

103 /s/ Joe F. Perry  
104 Secretary