

1
2
3
4
5

R. O. Draft 12/12-2003
R. O. Draft 11/06-2003
Irrigation and/or M&I
Contract No.
14-06-200-8237A-IR8

6
7
8
9

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

10
11
12
13
14
15

INTERIM RENEWAL CONTRACT BETWEEN THE UNITED STATES,
THE DEPARTMENT OF WATER RESOURCES
OF THE STATE OF CALIFORNIA,
AND
LOWER TULE RIVER IRRIGATION DISTRICT
PROVIDING FOR PROJECT WATER SERVICE

16
17
18
19
20
21
22
23
24
25
26
27

THIS CONTRACT, made this 4th day of May, 2004, 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 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 LOWER TULE RIVER 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
Tipton, California;

28 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. 14-06-200-8237A-IR5, hereinafter referred to as the
32 Interim Renewal Contract, which provided for the continued water service to the Contractor
33 following expiration of Contract No. 14-06-200-8237A; and

34 WHEREAS, the United States, DWR, and the Contractor have entered into successive
35 renewals of the Interim Renewal Contract, the most recent of which is Contract No. 14-06-200-
36 8237A-IR7, hereinafter referred to as the Existing Interim Renewal Contract from March 1, 2003,
37 through February 29, 2004; and

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

44 WHEREAS, the Contractor has requested a subsequent interim renewal contract
45 pursuant to Subdivision (b)(1) of Article 2 of the Interim Renewal Contract and Article 1 of the
46 Existing Interim Renewal Contract; and

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

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

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

53 INCORPORATION AND REVISION OF EXISTING INTERIM RENEWAL CONTRACT

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

57 (a) The first sentence in Subdivision (a) of Article 1 of the Existing Interim
58 Renewal Contract is modified as follows: "This interim renewal contract shall be effective from
59 March 1, 2004, and shall remain in effect through February 28, 2005, and thereafter will be renewed
60 as described in Subdivision (a) of Article 2 of the Interim Renewal Contract."

61 (b) Subdivision (b) of Article 1 of the Existing Interim Renewal Contract is
62 amended by deleting the date "February 15, 2004," and replacing same with the date
63 "February 15, 2005."

64 (c) Subdivision (c) of Article 1 of the Existing Interim Renewal Contract is
65 amended by deleting the dates "February 1, 2004," "February 15, 2004," and "February 29, 2004,"
66 and replacing same with the dates "February 1, 2005," "February 15, 2005," and "February 28,
67 2005," respectively.

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

70 THE UNITED STATES OF AMERICA
APPROVED AS TO LEGAL
FORM AND SUFFICIENCY
71 */s/ James E. Turner*
72 OFFICE OF REGIONAL SOLICITOR
73 DEPARTMENT OF THE INTERIOR
74 By: /s/ John F. Davis
for Regional Director, Mid-Pacific Region
Bureau of Reclamation

75 Approved as to Legal Form and
76 Sufficiency: THE DEPARTMENT OF WATER RESOURCES
OF THE STATE OF CALIFORNIA
77 /s/ David B. Anderson By: /s/ Lester A. Snow
78 Chief Counsel Director
79 Department of Water Resources Department of Water Resources

80 (SEAL) LOWER TULE RIVER IRRIGATION DISTRICT
81
82
83
84 By: /s/ Benjamin Seratin
85 President of the Board of Directors

86 Attest:
87 /s/ Daniel G. Vink
88 Secretary