

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

INTERIM RENEWAL CONTRACT BETWEEN THE UNITED STATES
AND
RECLAMATION DISTRICT NO. 1606
PROVIDING FOR PROJECT WATER SERVICE

THIS CONTRACT, made this 27th day of February, 2004, in
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 RECLAMATION DISTRICT NO.
1606, 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 San Joaquin, California;

WITNESSETH, That:

EXPLANATORY RECITALS

WHEREAS, the United States and the Contractor entered into an interim
renewal contract identified as Contract No. 14-06-200-3802-A-IR1 from December 23, 2003,
through February 29, 2004, hereinafter referred to as the Existing Interim Renewal Contract,

30 which provided for the continued water service to the Contractor following expiration of
31 Contract No. 14-06-200-3802-A; and

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

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

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

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

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

46 INCORPORATION AND REVISION OF EXISTING INTERIM RENEWAL CONTRACT

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

50 (a) The first sentence in Subdivision (a) of Article 2 of the Existing Interim
51 Renewal Contract is modified as follows: "This interim renewal contract shall be effective from
52 March 1, 2004, and shall remain in effect through February 28, 2006, and thereafter will be
53 renewed as described in Subdivision (a) of Article 2 of the Existing Interim Renewal Contract if a
54 long-term renewal contract has not been executed with an effective commencement date of

55 March 1, 2006; Provided, that if a long-term renewal contract has been executed with an effective
56 commencement date of March 1, 2005, this interim renewal contract shall expire on February 28,
57 2005."

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

61 (c) Subdivision (c) of Article 2 of the Existing Interim Renewal Contract is
62 amended by deleting the dates "February 1, 2004," "February 15, 2004," and "February 29, 2004,"
63 and replacing same with the dates "February 1, 2006," "February 15, 2006," and "February 28,
64 2006," respectively.

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

67 APPROVED AS TO LEGAL
FORM AND SUFFICIENCY
/s/ James E. Turner

THE UNITED STATES OF AMERICA

68 OFFICE OF REGIONAL SOLICITOR
69 DEPARTMENT OF THE INTERIOR
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By: /s/ Kirk C. Rodgers
Regional Director, Mid-Pacific Region
Bureau of Reclamation

71 (SEAL)

RECLAMATION DISTRICT NO. 1606

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By: /s/ Jerome Salvador
President of the Board of Directors

74 Attest:

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77 /s/ Donna Y. Hanneman
78 Secretary