

5 UNITED STATES
6 DEPARTMENT OF THE INTERIOR
7 BUREAU OF RECLAMATION
8 Central Valley Project, California

9 INTERIM RENEWAL CONTRACT BETWEEN THE UNITED STATES
10 AND
11 BROADVIEW WATER DISTRICT
12 PROVIDING FOR PROJECT WATER SERVICE

13 THIS CONTRACT, made this 28 day of February, 2006, in
14 pursuance generally of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory or supplementary
15 thereto, including, but not limited to, the acts of August 26, 1937 (50 Stat. 844), as amended and
16 supplemented, August 4, 1939 (53 Stat. 1187), as amended and supplemented, July 2, 1956
17 (70 Stat. 483), June 21, 1963 (77 Stat. 68), October 12, 1982 (96 Stat. 1263), as amended, and Title
18 XXXIV of the Act of October 30, 1992 (106 Stat. 4706), all collectively hereinafter referred to as
19 Federal Reclamation law, between the UNITED STATES OF AMERICA, hereinafter referred to as
20 the United States, and BROADVIEW WATER DISTRICT, hereinafter referred to as the Contractor, a
21 public agency of the State of California, duly organized, existing, and acting pursuant to the laws
22 thereof;

23 WITNESSETH, That:

24 EXPLANATORY RECITALS

25 WHEREAS, the United States and the Contractor entered into an interim renewal
26 contract identified as Contract No. 14-06-200-8092-IR5, hereinafter referred to as the Interim Renewal
27 Contract, which provided for the continued water service to the Contractor following expiration of
28 Contract No. 14-06-200-8092; and

29 WHEREAS, the United States and the Contractor have entered into
30 successive renewals of the Interim Renewal Contract, the most recent of which is Contract

No. 14-06-200-8092-IR8, hereinafter referred to as the Existing Interim Renewal Contract, from
32 March 1, 2004, through February 28, 2006; and

33 WHEREAS, the United States and the Contractor have made significant progress in
34 their negotiations of a long-term renewal contract, believe that further negotiations on the long-term
35 renewal contract would be beneficial, and mutually commit to continue to negotiate to seek to reach
36 agreement, but anticipate that the environmental documentation necessary for execution of any
37 long-term renewal contract will be delayed until the summer of 2006 and may be delayed further for
38 reasons beyond the control of the parties; and

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

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

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

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

48 INCORPORATION AND REVISION OF EXISTING INTERIM RENEWAL CONTRACT

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

52 (a) The first sentence in Subdivision (a) of Article 1 of the Existing Interim
53 Renewal Contract is modified as follows: "This interim renewal contract shall be effective from
54 March 1, 2006, and shall remain in effect through February 28, 2007, and thereafter will be renewed
55 as described in Subdivision (a) of Article 2 of the Interim Renewal Contract if a long-term renewal
56 contract has not been executed with an effective commencement date of March 1, 2007."

7 (b) Subdivision (b) of Article 1 of the Existing Interim Renewal Contract is
58 amended by deleting the date "February 15, 2006," and replacing same with the date
59 "February 15, 2007."

60 (c) Subdivision (c) of Article 1 of the Existing Interim Renewal Contract is
61 amended by deleting the dates "February 1, 2006," "February 15, 2006," and "February 28, 2006,"
62 and replacing same with the dates "February 1, 2007," "February 15, 2007," and "February 28,
63 2007," respectively.

64 IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the
65 day and year first above written.

66 UNITED STATES OF AMERICA

67 APPROVED AS TO LEGAL
FORM AND SUFFICIENCY
James E. [Signature]
OFFICE OF REGIONAL SOLICITOR
DEPARTMENT OF THE INTERIOR

By: *John J. [Signature]*
Regional Director, Mid-Pacific Region
Bureau of Reclamation

70 (SEAL)

BROADVIEW WATER DISTRICT

71 By: *Thomas W. Birmingham*
72 President

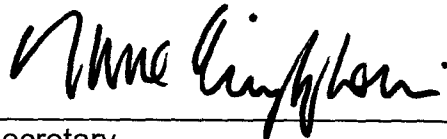
73 Attest:
Wanda [Signature]
74 Secretary
75

76 (H:\pub440\Interim Renewal Contracts - Drafts, charts, etc.\2006-2007-IRC's\Other Than CVC
77 Revised 12-14-05\Broadview 12-mo (3-1-06 - 2-28-07).doc)

STATE OF CALIFORNIA)
)ss
COUNTY OF FRESNO)

I, Dave Ciapponi, do hereby certify that I am the duly appointed, qualified and acting Secretary of Broadview Water District, a public district organized under the laws of the State of California with its offices at Fresno, California; that Resolution No. 2006-01 was duly and regularly adopted by the Board of Directors of Broadview Water District at a meeting of said Board of Directors duly called and held on the 17th of February, 2006, at the offices of said Broadview Water District at which a quorum of said Directors was present and acting; and that said Resolution is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary of said District this 23rd day of February, 2006.



Secretary
Broadview Water District

RESOLUTION NO. 2006-01

BROADVIEW WATER DISTRICT

**A RESOLUTION OF THE BOARD OF DIRECTORS
APPROVING THE FORM OF THE NEW INTERIM RENEWAL CONTRACT
BETWEEN THE UNITED STATES OF AMERICA AND BROADVIEW WATER
DISTRICT PROVIDING FOR PROJECT WATER SERVICE, AND AUTHORIZING
EXECUTION THEREOF**

WHEREAS, on March 1, 2004, Broadview Water District (District) and the United States of America through the Bureau of Reclamation entered into a successive Interim Water Service Contract No. 14-06-200-8092-IR8, now referred to as the "Existing Interim Renewal Contract"; and

WHEREAS, the Existing Interim Renewal Contract provided for the continued water service to the Contractor from March 1, 2004 through February 28, 2006, and during this period Reclamation expected to complete the Environmental Impact Statement (EIS) for San Luis Unit Contract Renewal; and

WHEREAS, the EIS for Contract Renewal is now not expected to be finalized until July 2006; and

WHEREAS, to accommodate the completion of the EIS, the Bureau of Reclamation has submitted a new one-year interim renewal contract to the District, Contract No. 14-06-200-8092-IR9 (New Interim Renewal Contract); and

WHEREAS, it is in the best interest of the District and its landowners that the District renew the water service contract with the United States pursuant to the Act of Congress of July 2, 1956 (70 Stat. 483) and the Act of Congress of October 30, 1992, (96 Stat. 1262), thereby providing continued water service to lands within the District; and

WHEREAS, the District has reviewed the terms and conditions of the form of the New Interim Renewal Contract and finds the form and content thereof to be acceptable to the District and appropriate for execution.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED as follows:

1. The facts set forth in the recitals above and in the documents referenced therein are true and correct, and the Board so finds and determines.
2. The New Interim Renewal Contract in substantially the form presented to the Board and on file with the Secretary is hereby approved.
3. The President of the District is hereby authorized to execute the New Interim Renewal Contract with such additional changes and/or modifications as are approved by the President of the District and its legal counsel.
4. A certified copy of this resolution shall be prepared and transmitted by the District's Secretary to the Bureau of Reclamation.
5. The District's officers and staff are authorized and directed to do all things necessary and appropriate to carry out the foregoing and to take such additional actions as may be necessary or convenient to carry out the intent of this Resolution.

Adopted at a regular meeting of the Board of Directors at Five Points, California, this 17th day of February, 2006.

AYES: Directors Birmingham, Ciapponi, and Bettner

NOES: None

ABSENT: None



Dave Ciapponi, Secretary