

1 UNITED STATES
2 DEPARTMENT OF THE INTERIOR
3 BUREAU OF RECLAMATION
4 Central Valley Project, California

5 INTERIM RENEWAL CONTRACT BETWEEN THE UNITED STATES
6 AND
7 THE CITY OF TRACY
8 PROVIDING FOR PROJECT WATER SERVICE

9 THIS CONTRACT, made this _____ day of _____, 2007, in
10 pursuance generally of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory or
11 supplementary thereto, including, but not limited to, the acts of August 26, 1937 (50 Stat. 844), as
12 amended and supplemented, August 4, 1939 (53 Stat. 1187), as amended and supplemented, July 2,
13 1956 (70 Stat. 483), June 21, 1963 (77 Stat. 68), October 12, 1982 (96 Stat. 1263), as amended and
14 Title XXXIV of the Act of October 30, 1992 (106 Stat. 4706), all collectively hereinafter referred to
15 as Federal Reclamation law, between THE UNITED STATES OF AMERICA, hereinafter referred
16 to as the United States, and THE CITY OF TRACY, hereinafter referred to as the Contractor, a
17 public agency of the State of California, duly organized, existing, and acting pursuant to the laws
18 thereof;

19 WITNESSETH, That:

20 EXPLANATORY RECITALS

21 WHEREAS, the United States and the West Side Irrigation District (District) entered
22 into an interim renewal contract identified as Contract No. 7-07-20-W0045-IR5, hereinafter referred
23 to as the Interim Renewal Contract, which provided for the continued water service to the District
24 following expiration of Contract No. 7-07-20-W0045; and

25 WHEREAS, the United States and the District have entered into successive renewals
26 of the Interim Renewal Contract, the most recent of which is
27 Contract No. 7-07-20-W0045-IR10-B, hereinafter referred to as the Existing Interim Renewal
28 Contract from March 1, 2007, through February 29, 2008; and

29 WHEREAS, on February 27, 2004, the Contractor and the District entered into an
30 assignment agreement that assigned 2,500 acre-feet of project water to the Contractor with an
31 exclusive option to acquire the contract right to an additional 2,500 acre-feet of project water.

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-term
34 renewal contract would be beneficial, and mutually commit to continue to negotiate to seek to reach
35 agreement, but anticipate that the environmental documentation necessary for execution of any long-
36 term renewal contract will be delayed until the summer of 2008 and may be delayed further for reasons
37 beyond the control of the parties; and,

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

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

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

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

47 INCORPORATION AND REVISION OF EXISTING INTERIM RENEWAL CONTRACT

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

51 (a) The first sentence in Subdivision (a) of Article 1 of the Existing Interim
52 Renewal Contract is modified as follows: “This interim renewal contract shall be effective from
53 March 1, 2008, and shall remain in effect through February 28, 2010, and thereafter will be
54 renewed as described in Subdivision (a) of Article 2 of the Interim Renewal Contract if a
55 long-term renewal contract has not been executed with an effective commencement date of March 1,
56 2010.”

57 (b) Subdivision (b) of Article 1 of the Existing Interim Renewal Contract is
58 amended by deleting the date “February 15, 2008,” and replacing same with the date
59 “February 15, 2010.”

60 (c) Subdivision (c) of Article 1 of the Existing Interim Renewal Contract is
61 amended by deleting the dates “February 1, 2008,” “February 15, 2008,” and “February 29, 2008,” and
62 replacing same with the dates “February 1, 2010,” “February 15, 2010,” and “February 28, 2010,”
63 respectively.

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

66 THE UNITED STATES OF AMERICA

67 By: _____
68 Regional Director, Mid-Pacific Region
69 Bureau of Reclamation

70 (SEAL) THE CITY OF TRACY

71 By: _____
72 City Manager

73 Attest:

74 _____
75 Secretary

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80 Canal\2008\Contracts\final\Tracy-westside-W0045-ir11-b final.doc