

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

8 INTERIM RENEWAL CONTRACT AMONG THE UNITED STATES,
9 DEPARTMENT OF WATER RESOURCES
10 OF THE STATE OF CALIFORNIA,
11 AND
12 COUNTY OF FRESNO
13 PROVIDING FOR PROJECT WATER SERVICE

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

25 WITNESSETH, That:

26 EXPLANATORY RECITALS

27 WHEREAS, the United States, DWR, and the Contractor entered into an interim
28 renewal contract identified as Contract No. 14-06-200-8292A-IR5, hereinafter referred to as the
29 Interim Renewal Contract, which provided for the continued water service to the Contractor
30 following expiration of Contract No. 14-06-200-8292A; and

31 WHEREAS, the United States, DWR, and the Contractor have entered into
32 successive renewals of the Interim Renewal Contract, the most recent of which is Contract
33 No. 14-06-200-8292A-IR11, hereinafter referred to as the Existing Interim Renewal Contract, from
34 March 1, 2007, through February 29, 2008; and

35 WHEREAS, the United States, DWR, and the Contractor have made significant
36 progress in their negotiations of a long-term renewal contract, believe that further negotiations on
37 the long-term renewal contract would be beneficial, and mutually commit to continue to negotiate
38 to seek to reach agreement, but anticipate that the environmental documentation necessary for
39 execution of any long-term renewal contract will be delayed until March 2010 and may be delayed
40 further for reasons beyond the control of the parties; and

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

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

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

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

50 INCORPORATION AND REVISION OF
51 EXISTING INTERIM RENEWAL CONTRACT

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

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

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

64 (c) Subdivision (c) of Article 1 of the Existing Interim Renewal Contract is
65 amended by deleting the dates “February 1, 2008,” “February 15, 2008,” and “February 29, 2008,”
66 and replacing same with the dates “February 1, 2010,” “February 15, 2010,” and “February 28,
67 2010,” respectively.

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

70 UNITED STATES OF AMERICA

71 By: _____
72 Regional Director, Mid-Pacific Region
73 Bureau of Reclamation

74 Approved as to Legal Form and DEPARTMENT OF WATER RESOURCES
75 Sufficiency: OF THE STATE OF CALIFORNIA

76 _____ By: _____
77 Chief Counsel Director
78 Department of Water Resources Department of Water Resources

79 (SEAL) COUNTY OF FRESNO

80 By: _____
81 Chairman, Board of Supervisors

82 Attest:

83 _____ By: _____
84 Clerk, Board of Supervisors Director, Planning and Resources
85 Management Department

86 Approved as to Accounting Form: Approved as to Legal Form:

87 _____ By: _____
88 Auditor-Controller/Treasurer/ County Counsel
89 Tax Collector

90 BUDGET UNIT NO. _____ ACCOUNT NO. _____
FUND _____
SUBCLASS _____