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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 PIXLEY IRRIGATION DISTRICT
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 PIXLEY IRRIGATION DISTRICT,
23 hereinafter referred to as the Contractor, a public agency of the State of California, duly organized,
24 existing, and acting 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. 14-06-200-8238A-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. 14-06-200-8238A; 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 No.
33 14-06-200-8238A-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 to
38 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

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

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

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

65 (c) Subdivision (c) of Article 1 of the Existing Interim Renewal Contract is
66 amended by deleting the dates “February 1, 2008,” “February 15, 2008,” and “February 29, 2008,”
67 and replacing same with the dates “February 1, 2010,” “February 15, 2010,” and “February 28,
68 2010,” respectively.

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

71 UNITED STATES OF AMERICA

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

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

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

80 (SEAL) PIXLEY IRRIGATION DISTRICT

81 By: _____
82 President, Board of Directors

83 Attest:

84 _____
85 Secretary

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