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

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INTERIM RENEWAL CONTRACT BETWEEN THE UNITED STATES
AND
FRESNO SLOUGH WATER DISTRICT
PROVIDING FOR PROJECT WATER SERVICE

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THIS CONTRACT, made this 27th day of February, 2004, 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 FRESNO SLOUGH WATER DISTRICT, 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 Tranquillity, California;

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WITNESSETH, That:

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EXPLANATORY RECITALS

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WHEREAS, the United States and the Contractor entered into an interim renewal
contract identified as Contract No. 14-06-200-4019-A-IR1 from December 23, 2003, through
February 29, 2004, hereinafter referred to as the Existing Interim Renewal Contract, which provided

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29 for the continued water service to the Contractor following expiration of Contract
30 No. 14-06-200-4019-A; and

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

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

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

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

45 NOW, THEREFORE, in consideration of the mutual and dependent covenants
46 herein 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
50 included in full text with the exception of Article 2 thereof, which is revised as follows:

51 (a) The first sentence in Subdivision (a) of Article 2 of the Existing Interim
52 Renewal Contract is modified as follows: "This interim renewal contract shall be effective from

53 March 1, 2004, and shall remain in effect through February 28, 2006, and thereafter will be renewed
54 as described in Subdivision (a) of Article 2 of the Existing Interim Renewal Contract if a long-term
55 renewal contract has not been executed with an effective commencement date of
56 March 1, 2006; Provided, that if a long-term renewal contract has been executed with an effective
57 commencement date of March 1, 2005, this interim renewal contract shall expire on February 28,
58 2005."

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

62 (c) Subdivision (c) of Article 2 of the Existing Interim Renewal Contract is
63 amended by deleting the dates "February 1, 2004," "February 15, 2004," and "February 29, 2004,"
64 and replacing same with the dates "February 1, 2006," "February 15, 2006," and "February 28,
65 2006," respectively.

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

68 APPROVED AS TO LEGAL
FORM AND SUFFICIENCY
69 /s/ James E. Turner
70 OFFICE OF REGIONAL SOLICITOR
71 DEPARTMENT OF THE INTERIOR

THE UNITED STATES OF AMERICA

By: /s/ Kirk C. Rodgers
Regional Director, Mid-Pacific Region
Bureau of Reclamation

72 (SEAL)

FRESNO SLOUGH WATER DISTRICT

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By: /s/ A. J. Carvalho
President of the Board of Directors

75 Attest:

76 /s/ Peter Deltesta
77 Secretary