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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 THE UNITED STATES DEPARTMENT OF VETERANS AFFAIRS
12 PROVIDING FOR PROJECT WATER SERVICE

13 THIS CONTRACT, made this 27th day of February, 2004, 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 (70 Stat.
17 483), June 21, 1963 (77 Stat. 68), October 12, 1982 (96 Stat. 1263), as amended and Title XXXIV of
18 the Act of October 30, 1992 (106 Stat. 4706), all collectively hereinafter referred to as Federal
19 Reclamation law, between THE UNITED STATES OF AMERICA, hereinafter referred to as the
20 United States, and THE UNITED STATES DEPARTMENT OF VETERANS AFFAIRS, hereinafter
21 referred to as the Contractor;

22 WITNESSETH, That:

23 EXPLANATORY RECITALS

24 WHEREAS, the United States and the Contractor entered into an interim renewal
25 contract identified as Contract No. 3-07-20-W1124-R, hereinafter referred to as the Interim Renewal
26 Contract, which provided for the continued water service from March 1, 2003, to February 29, 2004, to
27 the Contractor following expiration of Contract No. 3-07-20-W1124; and

28 WHEREAS, the United States and the Contractor have made significant progress in
29 their negotiations of a long-term renewal contract, believe that further negotiations on the long-term

30 renewal contract would be beneficial, and mutually commit to continue to negotiate to seek to reach
31 agreement, but anticipate that the environmental documentation necessary for execution of any
32 long-term renewal contract will be delayed at least an additional 7 months, and may be delayed
33 further for reasons beyond the control of the parties; and

34 WHEREAS, the Contractor has requested a subsequent interim renewal contract
35 pursuant to Subdivision (a) of Article 2 of the Interim Renewal Contract; and

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

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

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

42 INCORPORATION AND REVISION OF EXISTING INTERIM RENEWAL CONTRACT

43 1. The terms and conditions of the Interim Renewal Contract are hereby incorporated
44 by reference into this Contract with the same force and effect as if they were included in full text
45 and is revised as follows:

46 (a) The first sentence in Subdivision (a) of Article 2 of the Interim
47 Renewal Contract is modified as follows: "This interim renewal contract shall be effective from
48 March 1, 2004, and shall remain in effect through February 28, 2006, and thereafter will be renewed
49 as described in Subdivision (a) of Article 2 of the Interim Renewal Contract if a long-term renewal
50 contract has not been executed with an effective commencement date of March 1, 2006; Provided,
51 that if a long-term renewal contract has been executed with an effective commencement date of
52 March 1, 2005, this interim renewal contract shall expire on February 28, 2005."

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

55 THE UNITED STATES OF AMERICA

APPROVED AS TO LEGAL
FORM AND SUFFICIENCY

56 */s/ James E. Turner*

57 OFFICE OF REGIONAL SOLICITOR
58 DEPARTMENT OF THE INTERIOR
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By: /s/ Kirk C. Rodgers
Regional Director, Mid-Pacific Region
Bureau of Reclamation

60 (SEAL) U. S. DEPARTMENT OF VETERANS AFFAIRS

61 By: /s/ Robert B. Holbrook
62 Director, Office of Construction
63 Management, National Cemetery
64 Administration

65 Attest:

66 _____
67 Secretary