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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 AMONG THE UNITED STATES,
10 DEPARTMENT OF WATER RESOURCES
11 OF THE STATE OF CALIFORNIA,
12 AND
13 PIXLEY IRRIGATION DISTRICT
14 PROVIDING FOR PROJECT WATER SERVICE

15 THIS CONTRACT, made this 31st day of May, 20 06, in

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

26 WITNESSETH, That:

27 EXPLANATORY RECITALS

28 WHEREAS, the United States, DWR, and the Contractor entered into an interim
29 renewal contract identified as Contract No. 14-06-200-8238A-IR5, hereinafter referred to as the
30 Interim Renewal Contract, which provided for the continued water service to the Contractor
31 following expiration of Contract No. 14-06-200-8238A; and

32 WHEREAS, the United States, DWR, and the Contractor have entered into
33 successive renewals of the Interim Renewal Contract, the most recent of which is Contract No.
34 14-06-200-8238A-IR9, hereinafter referred to as the Existing Interim Renewal Contract, from
35 March 1, 2005, through February 28, 2006; and

36 WHEREAS, the United States, DWR, and the Contractor have made significant
37 progress in their negotiations of a long-term renewal contract, believe that further negotiations on
38 the long-term renewal contract would be beneficial, and mutually commit to continue to negotiate to
39 seek to reach agreement, but anticipate that the environmental documentation necessary for
40 execution of any long-term renewal contract will be delayed until March 2007 and may be delayed
41 further for reasons beyond the control of the parties; and

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

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

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

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

51 INCORPORATION AND REVISION OF 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, 2006, and shall remain in effect through February 28, 2007, and thereafter will be renewed
58 as described in Subdivision (a) of Article 2 of the Interim Renewal Contract if a long-term renewal
59 contract has not been executed with an effective commencement date of March 1, 2007."

60 (b) Subdivision (b) of Article 1 of the Existing Interim Renewal Contract is
61 amended by deleting the date "February 15, 2006," and replacing same with the date
62 "February 15, 2007."

63 (c) Subdivision (c) of Article 1 of the Existing Interim Renewal Contract is
64 amended by deleting the dates "February 1, 2006," "February 15, 2006," and "February 28, 2006,"
65 and replacing same with the dates "February 1, 2007," "February 15, 2007," and "February 28,
66 2007," respectively.

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

69 UNITED STATES OF AMERICA

70 APPROVED AS TO LEGAL
71 FORM AND SUFFICIENCY
72 *James E. Sarna*
OFFICE OF REGIONAL SOLICITOR
DEPARTMENT OF THE INTERIOR

By: *John F. Davis*
Regional Director, Mid-Pacific Region
Bureau of Reclamation

73 Approved as to Legal Form and
74 Sufficiency:

DEPARTMENT OF WATER RESOURCES
OF THE STATE OF CALIFORNIA

75 *Dr. Daniel R. Anderson*
76 Chief Counsel (acting)
77 Department of Water Resources

By: *[Signature]*
Director
Department of Water Resources

78 (SEAL)

PIXLEY IRRIGATION DISTRICT

79
80
81 Attest:
82 *[Signature]*
83 Secretary

By: *[Signature]*
Chairman, Board of Supervisors

84 (H:\pub440\Interim Renewal Contracts - Drafts, charts, etc.\2006-2007 IRC's\CVC Revised 12-
85 14-05\CVC-Pixley12 mo-(3-1-06 – 2-28-07) Revised 12-14-05.doc)

BEFORE THE BOARD OF DIRECTORS
OF THE
PIXLEY IRRIGATION DISTRICT
COUNTY OF TULARE, STATE OF CALIFORNIA

RESOLUTION TO APPROVE THE FORM)
OF INTERIM RENEWAL CONTRACT NO.)
14-06-200-8238A-IR10)
_____)

RESOLUTION NO. 2006-2-1

WHEREAS, the Pixley Irrigation District (the "District"), the State of California, and the United States entered into Contract No. 14-06-200-8238 which provides for water delivery from the Central Valley Project through the Cross Valley Canal from September 12, 1975 through December 31, 1995; and

WHEREAS, the United States, the State of California and the District agreed to extend the term of such Original Contract through and including February 29, 1996 by executing amendatory contract 14-06-200-8238A; and

WHEREAS, the term of such Original Contract was again extended through a series of interim renewal contracts as follows:

1. #14-06-200-8238A-IR1: March 1, 1996 - February 28, 1998; and
2. #14-06-200-8238A-IR2: March 1, 1998 - February 29, 2000; and
3. #14-06-200-8238A-IR3: March 1, 2000 - November 30, 2000; and
4. #14-06-200-8238A-IR4: December 1, 2000 - February 28, 2001; and
5. #14-06-200-8238A-IR5: March 1, 2001 - February 28, 2002
6. #14-06-200-8238A-IR6: March 1, 2002 - February 28, 2003; and
7. #14-06-200-8238A-IR7: March 1, 2003 - February 29, 2004; with an option to extend through February 28, 2005.
8. #14-06-200-8238A-IR8: March 1, 2004 - February 28, 2005; and
9. #14-06-200-8238A-IR9: March 1, 2005 - February 28, 2006; and

WHEREAS, it is in the best interest of the District, the State and the United States to enter into a tenth interim renewal contract which provides for continued water service subject to certain terms and limitations; and

WHEREAS, the United States Bureau of Reclamation has provided a tenth interim renewal contract providing for continued water service subject to certain terms and conditions from March 1, 2006 through February 28, 2007.

NOW, THEREFORE, the Board of Directors of the Pixley Irrigation District hereby resolve:

1. That the form of the tenth interim renewal contract (#14-06-200-8238A-IR10) provided to the District by the United States Bureau of Reclamation is approved subject to review and approval as to its final form following completion of the required public review

and comment period; and

2. That the approval is based upon a Negative Declaration which was certified by the Board which determines that the project will not have a significant effect on the environment and that an environmental impact report is therefore not required under the provisions of the California Environmental Quality Act of 1970 (CEQA); and

3. That the General Manager of the District is directed to notify the Fresno area office of the United States Bureau of Reclamation and the California Department of Water Resources of the adoption of this Resolution.

This Resolution shall take affect immediately upon its adoption, passed and adopted by the Board of Directors of the Pixley Irrigation District on February 9, 2006, by the following vote:

AYES:	4
NOES:	0
ABSENT:	1

ATTEST:



Secretary

RESOLUTION NO. 2006-2-2

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF
PIXLEY IRRIGATION DISTRICT:

President Thewis Atsma and General Manager Daniel G. Vink are authorized, on behalf of the Pixley Irrigation District, to execute this Cross Valley Interim Renewal Contract.

Adopted: February 9, 2006

CERTIFICATION

I, Daniel G. Vink, the duly qualified Secretary of the PIXLEY IRRIGATION DISTRICT, do hereby certify that the foregoing is a full, true and correct copy of a motion adopted at a Regular Meeting of the Board of Directors duly held on the 9th day of February, 2006 of which meeting all members of said Board of Directors had due notice.

I hereby further certify that the same resolution has not been modified or amended in any way, and that the same is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the PIXLEY IRRIGATION DISTRICT this 9th day of February, 2006.



Daniel G. Vink