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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 TRI-VALLEY WATER DISTRICT  
14 PROVIDING FOR PROJECT WATER SERVICE

15 THIS CONTRACT, made this 1<sup>st</sup> day of June, 2006, 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 TRI-VALLEY WATER 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. 14-06-200-8565A-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. 14-06-200-8565A; 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 14-06-200-8565A-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 herein  
50 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.

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

3 UNITED STATES OF AMERICA

4 APPROVED AS TO LEGAL  
5 FORM AND SUFFICIENCY  
6 *James E. [Signature]*  
OFFICE OF REGIONAL SOLICITOR  
DEPARTMENT OF THE INTERIOR

By: *[Signature]*  
Regional Director, Mid-Pacific Region  
Bureau of Reclamation

7 Approved as to Legal Form and  
8 Sufficiency:

DEPARTMENT OF WATER RESOURCES  
OF THE STATE OF CALIFORNIA

9 *[Signature]*  
10 Chief Counsel (Acting)  
11 Department of Water Resources

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

12 (SEAL)

TRI-VALLEY WATER DISTRICT

13  
14  
15 Attest:  
16 *[Signature]*  
17 Secretary

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

18 (H:\pub440\Interim Renewal Contracts - Drafts, charts, etc.\2006-2007 IRC's\CVC Revised 12-14-  
19 05\CVC-Tri-Valley 12 mo-(3-1-06 – 2-28-07) Revised 12-14-05.doc

BEFORE THE BOARD OF DIRECTORS  
OF THE  
TRI-VALLEY WATER DISTRICT  
COUNTY OF FRESNO, STATE OF CALIFORNIA

RESOLUTION TO APPROVE THE FORM )  
OF AMENDMENT TO EXISTING INTERIM )  
RENEWAL CONTRACT ) RESOLUTION NO. 2006-2  
NO. 14-06-200-8565A-IR3 )  
\_\_\_\_\_ )

WHEREAS, the Tri-Valley Water District (the "District"), the State of California, and the United States entered into Contract No. 14-06-200-8565A which provides for water delivery from the Central Valley Project through the Cross Valley Canal from August 5, 1976 through December 31, 1995; and

WHEREAS, the United States, the State of California and the District agreed to several extensions of the term of such contract through and including February 28, 2006 by executing amendatory contracts 14-06-200-8565A-IR1 through 14-06-200-8565A-IR9 (the "Existing Interim Renewal Contract"); 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.

NOW, THEREFORE, the Board of Directors of the Tri-Valley Water District hereby resolve:

1. That the form of the tenth interim renewal contract (14-06-200-8565A-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 General Manager of the District is directed to notify the Fresno area office of the United States Bureau of Reclamation of the adoption of this Resolution.

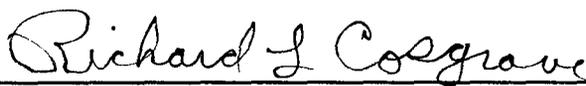
This Resolution shall take affect immediately upon its adoption being passed and adopted by the Board of Directors of the Tri-Valley Water District on February 22, 2006, by the following vote:

AYES: Directors Carlson, Colbert and Lassotovitch

NOES: None

ABSENT: Directors Jackson and Lange

  
\_\_\_\_\_  
President

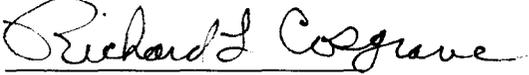
ATTEST:   
\_\_\_\_\_  
Secretary

**TRI-VALLEY WATER DISTRICT  
ADDENDUM TO RESOLUTION 2006-2**

This Addendum is to add the following statement which was inadvertently omitted from the printed form of the Original Resolution:

The President of Tri-Valley Water District is authorized to execute and deliver to the United States an agreement which contains the same provisions as the current Interim Renewal Contract. The Secretary shall attest to the execution of the agreement.

ATTEST

  
Secretary