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3 UNITED STATES  
4 DEPARTMENT OF THE INTERIOR  
5 BUREAU OF RECLAMATION  
6 Central Valley Project, California

7 INTERIM RENEWAL CONTRACT BETWEEN THE UNITED STATES  
8 AND STATE OF CALIFORNIA PROVIDING FOR PROJECT WATER SERVICE  
9 TO THE MENDOTA WATERFOWL MANAGEMENT AREA HEADQUARTERS  
10 FROM SAN LUIS UNIT AND DELTA DIVISION

11 THIS CONTRACT, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
12 in pursuance generally of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory or  
13 supplementary thereto, including, but not limited to, the acts of August 26, 1937 (50 Stat. 844),  
14 as amended and supplemented, August 4, 1939 (53 Stat. 1187), as amended and supplemented,  
15 July 2, 1956 (70 Stat. 483), June 3, 1960 (74 Stat. 156), June 21, 1963 (77 Stat. 68), October 12,  
16 1982 (96 Stat. 1263), October 27, 1986 (100 Stat. 3050), as amended, and Title XXXIV of the  
17 Act of October 30, 1992 (106 Stat. 4706), all collectively hereinafter referred to as Federal  
18 Reclamation law, between the UNITED STATES OF AMERICA, hereinafter referred to as the  
19 United States, and the STATE OF CALIFORNIA, represented by the CALIFORNIA  
20 DEPARTMENT OF FISH AND GAME, hereinafter referred to as the Contractor, a public  
21 agency of the State of California, duly organized, existing, and acting pursuant to the laws  
22 thereof;

23 WITNESSETH, That:

24 EXPLANATORY RECITALS

25 [1<sup>st</sup>] WHEREAS, the United States and the Contractor entered into an interim  
26 renewal contract identified as Contract No. 14-06-200-8033A-IR1, hereinafter referred to as the

27 Existing Interim Renewal Contract, which provided for the continued water service to the  
28 Contractor following expiration of Contract No.14-06-200-8033A; and

29 [2<sup>nd</sup>] WHEREAS, the United States and the Contractor have made significant  
30 progress in their negotiations of a long-term renewal contract, believe that further negotiations on  
31 the long-term renewal contract would be beneficial, and mutually commit to continue negotiating  
32 in seeking to reach agreement, but anticipate that the environmental documentation necessary for  
33 execution of any long-term renewal contract may be delayed until March 2013, or later for  
34 reasons beyond the control of the parties; and

35 [3<sup>rd</sup>] WHEREAS, the Contractor has requested a subsequent interim renewal  
36 contract pursuant to Article 2 of the Existing Interim Renewal Contract; and

37 [4<sup>th</sup>] WHEREAS, the United States has determined that the Contractor has to  
38 date fulfilled all of its obligations under the Existing Interim Renewal Contract; and

39 [5<sup>th</sup>] WHEREAS, the United States is willing to renew the Existing Interim  
40 Renewal Contract pursuant to the terms and conditions set forth below;

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

43 INCORPORATION AND REVISION OF  
44 EXISTING INTERIM RENEWAL CONTRACT

45 1. The terms and conditions of the Existing Interim Renewal Contract are hereby  
46 incorporated by reference into this Contract with the same force and effect as if they were  
47 included in full text with the exception of Article 2 thereof, which is revised as follows:

48 (a) The first sentence in subdivision (a) of Article 2 of the Existing Interim  
49 Renewal Contract is modified as follows: “This Contract shall be effective from March 1, 2011,  
50 and shall remain in effect through February 28, 2013, and thereafter will be renewed as described

51 in subdivision (a) of Article 2 of the Existing Interim Renewal Contract, if a long-term renewal  
52 contract has not been executed with an effective commencement date of March 1, 2013.”

53 (b) Subdivision (b) of Article 2 of the Existing Interim Renewal Contract is  
54 amended by deleting the date “February 28, 2011,” and replacing same with the date  
55 “February 28, 2013.”

56 IN WITNESS WHEREOF, the parties hereto have executed this contract as of the  
57 day and year first above written.

58 UNITED STATES OF AMERICA

59 By: \_\_\_\_\_  
60 Regional Director, Mid-Pacific Region  
61 Bureau of Reclamation

62 (SEAL) CALIFORNIA DEPARTMENT OF  
FISH & GAME

63 By: \_\_\_\_\_  
64 Director