

1 UNITED STATES  
2 DEPARTMENT OF THE INTERIOR  
3 BUREAU OF RECLAMATION  
4 Central Valley Project, California

5 INTERIM RENEWAL CONTRACT BETWEEN THE UNITED STATES  
6 AND  
7 THE CITY OF TRACY  
8 PROVIDING FOR PROJECT WATER SERVICE

9 THIS CONTRACT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2012,  
10 in pursuance generally of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory or  
11 supplementary thereto, including, but not limited to, the acts of August 26, 1937 (50 Stat. 844),  
12 as amended and supplemented, August 4, 1939 (53 Stat. 1187), as amended and supplemented,  
13 July 2, 1956 (70 Stat. 483), June 21, 1963 (77 Stat. 68), October 12, 1982 (96 Stat. 1263), as  
14 amended, and Title XXXIV of the Act of October 30, 1992 (106 Stat. 4706), all collectively  
15 hereinafter referred to as Federal Reclamation law, between the UNITED STATES OF  
16 AMERICA, hereinafter referred to as the United States, and the CITY OF TRACY, hereinafter  
17 referred to as the Contractor, a public agency of the State of California, duly organized, existing,  
18 and acting pursuant to the laws thereof;

19 WITNESSETH, That:

20 EXPLANATORY RECITALS

21 WHEREAS, the United States and The West Side Irrigation District (The West  
22 Side) entered into an interim renewal Contract (long-form interim renewal contract)  
23 No. 7-07-20-W0045-IR1, which provided for the continued water service of 7,500 acre-feet

24 of Central Valley Project (CVP) water to The West Side following expiration of Contract  
25 No. 7-07-20-W0045; and

26 WHEREAS, the United States and The West Side entered into successive  
27 renewals, of which the last long-form interim renewal contract was Contract  
28 No. 7-07-20-W0045-IR5, hereinafter referred to as IR5; and

29 WHEREAS, on February 7, 2004, the Contractor, The West Side, and the  
30 United States executed a partial assignment agreement, “Agreement for Assignment of  
31 Portion of Water Service Contract”, which assigned to the Contractor the rights, duties, and  
32 obligations of The West Side in Contract No. 7-07-20-W0045-IR8 (the interim renewal  
33 contract prior to The West Side’s partial assignment to the Contractor) for 2,500 acre-feet  
34 with an exclusive option for the Contractor to acquire the contract right to an additional 2,500  
35 acre-feet; and

36 WHEREAS, the United States and the Contractor entered into the first interim  
37 renewal contract identified as Contract No. 7-07-20-W0045-IR9-B; hereinafter referred to as  
38 IR9-B; and

39 WHEREAS, the United States and the Contractor have entered into successive  
40 renewals of IR9-B, the most recent of which is Contract No. 7-07-20-W0045-IR12-B,  
41 hereinafter referred to as the IR12-B effective March 1, 2010, through February 29, 2012; and

42 WHEREAS, the United States and the Contractor have made significant  
43 progress in their negotiations of a long-term renewal contract, believe that further negotiations  
44 on the long-term renewal contract would be beneficial, and mutually commit to continue to  
45 negotiate to seek to reach agreement, but anticipate that the environmental documentation

46 necessary for execution of any long-term renewal contract may be delayed for reasons beyond  
47 the control of the parties; and

48 WHEREAS, the Contractor has requested a subsequent interim renewal contract  
49 pursuant to IR12-B; and

50 WHEREAS, the United States has determined that the Contractor has to date  
51 fulfilled all of its obligations under IR12-B; and

52 WHEREAS, the United States is willing to renew IR12-B pursuant to the terms  
53 and conditions set forth below;

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

56 RENEWAL AND REVISION OF  
57 CONTRACT NO. 7-07-20-W0045-IR12-B

58 1. Except as specifically modified by this Contract, all provisions of IR12-B are  
59 renewed with the same force and effect as if they were included in full text with the exception of  
60 Article 1 of the IR12-B thereof, which is revised as follows:

61 (a) The first sentence in subdivision (a) of Article 1 of the IR12-B is replaced  
62 with the following language: “This Contract shall be effective from March 1, 2012, and shall  
63 remain in effect through February 28, 2014, and thereafter will be renewed as described in  
64 Article 2 of the IR5 if a long-term renewal contract has not been executed with an effective  
65 commencement date of March 1, 2014.”

66 (b) Subdivision (b) of Article 1 of the IR12-B is amended by deleting the  
67 date “February 29, 2012,” and replacing same with the date “February 28, 2014.”

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

70                    UNITED STATES OF AMERICA

71                    By: \_\_\_\_\_  
72                           Regional Director, Mid-Pacific Region  
73                           Bureau of Reclamation

74 (SEAL)

75                    CITY OF TRACY

76                    By: \_\_\_\_\_  
77                           City Manager

78 Attest:

79 By: \_\_\_\_\_  
80        Secretary