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6 UNITED STATES
7 DEPARTMENT OF THE INTERIOR
8 BUREAU OF RECLAMATION
9 Central Valley Project, California

10 INTERIM RENEWAL CONTRACT BETWEEN THE UNITED STATES
11 AND
12 WESTSIDE WATER DISTRICT
13 PROVIDING FOR PROJECT WATER SERVICE

14 THIS CONTRACT, made this 27th day of February, 2004, in
15 pursuance generally of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory or supplementary
16 thereto, including, but not limited to, the acts of August 26, 1937 (50 Stat. 844), as amended and
17 supplemented, August 4, 1939 (53 Stat. 1187), as amended and supplemented, July 2, 1956 (70 Stat.
18 483), June 21, 1963 (77 Stat. 68), October 12, 1982 (96 Stat. 1263), as amended and Title XXXIV of
19 the Act of October 30, 1992 (106 Stat. 4706), all collectively hereinafter referred to as Federal
20 Reclamation law, between THE UNITED STATES OF AMERICA, hereinafter referred to as the
21 United States, and WESTSIDE WATER DISTRICT, hereinafter referred to as the Contractor, a public
22 agency of the State of California, duly organized, existing, and acting pursuant to the laws thereof,
23 with its principal place of business in Williams, California;

24 WITNESSETH, That:

25 EXPLANATORY RECITALS

26 WHEREAS, the United States and the Contractor entered into an interim renewal
27 contract identified as Contract No. 14-06-200-8310X-IR1, hereinafter referred to as the Existing
28 Interim Renewal Contract, which provided for the continued water service from March 1, 2003,
29 through February 29, 2004, to the Contractor following expiration of Contract No. 14-06-200-8310X;
30 and

31 WHEREAS, the United States, and the Contractor have made significant progress in their
32 negotiations of a long-term renewal contract, believe that further negotiations on the long-term renewal
33 contract would be beneficial, and mutually commit to continue to negotiate to seek to reach agreement, but
34 anticipate that the environmental documentation necessary for execution of any long-term renewal contract
35 will be delayed at least an additional 7 months, and may be delayed further for reasons beyond the control
36 of the parties; and

37 WHEREAS, the Contractor has requested a subsequent interim renewal contract pursuant to
38 Subdivision (a) of Article 1 of the Existing Interim Renewal Contract; and

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

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

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

45 INCORPORATION AND REVISION OF EXISTING INTERIM RENEWAL CONTRACT

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

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

54 renewal contract has been executed with an effective commencement date of March 1, 2005, this interim
55 renewal contract shall expire on February 28, 2005."

56 (b) Subdivision (b) of Article 1 of the Existing Interim Renewal Contract is
57 amended by deleting the date "February 15, 2004," and replacing same with the date
58 "February 15, 2006."

59 (c) Subdivision (c) of Article 1 of the Existing Interim Renewal Contract is
60 amended by deleting the dates "February 1, 2004," "February 15, 2004," and "February 29, 2004," and
61 replacing same with the dates "February 1, 2006," "February 15, 2006," and "February 28, 2006,"
62 respectively.

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

65 APPROVED AS TO LEGAL
FORM AND SUFFICIENCY
66 /s/ James E. Turner
67 OFFICE OF REGIONAL SOLICITOR
68 DEPARTMENT OF THE INTERIOR

THE UNITED STATES OF AMERICA

By: /s/ Kirk C. Rodgers
Regional Director, Mid-Pacific Region
Bureau of Reclamation

69 (SEAL)

WESTSIDE WATER DISTRICT

70 By: /s/ Robert Harper
71 President

72 Attest:

73 /s/ Lisa Weber
74 Secretary