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Irrigation and M&I  
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Rev. R.O. 11/01-2001  
Rev. R.O. 11/05-2001  
Rev. R.O. 11/13-2001

Contract No.  
14-06-200-466A-IR6

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
Central Valley Project, California

INTERIM RENEWAL CONTRACT BETWEEN THE UNITED STATES  
AND  
KANAWHA WATER DISTRICT  
PROVIDING FOR PROJECT WATER SERVICE

THIS CONTRACT, made this 28<sup>th</sup> day of February 2002, in  
pursuance generally of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory or  
supplementary thereto, including, but not limited to, the acts of August 26, 1937 (50 Stat. 844), as  
amended and supplemented, August 4, 1939 (53 Stat. 1187), as amended and supplemented, July 2,  
1956 (70 Stat. 483), June 21, 1963 (77 Stat. 68), October 12, 1982 (96 Stat. 1263), as amended and  
Title XXXIV of the Act of October 30, 1992 (106 Stat. 4706), all collectively hereinafter referred to  
as Federal Reclamation law, between THE UNITED STATES OF AMERICA, hereinafter referred  
to as the United States, and KANAWHA WATER DISTRICT, hereinafter referred to as the  
Contractor, a public agency of the State of California, duly organized, existing, and acting pursuant  
to the laws thereof, with its principal place of business in Willows, California;

WITNESSETH, That:

27 EXPLANATORY RECITALS

28 WHEREAS, the United States and the Contractor entered into interim renewal  
29 contract identified as Contract No. 14-06-200-466A-IR5, hereinafter referred to as the Existing  
30 Interim Renewal Contract, which provided for the continued water service to the Contractor from  
31 March 1, 2001, through February 28, 2002; and

32 WHEREAS, the United States and the Contractor believe that further negotiations on  
33 the long-term renewal contract would be beneficial and mutually commit to continue to negotiate to  
34 seek to reach agreement, or the required environmental review necessary to execute a long-term  
35 renewal contract has not been completed, and the Contractor has requested a subsequent interim  
36 renewal contract pursuant to Article 2 (b) (1) of the Existing Interim Renewal Contract; and

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

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

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

43 INCORPORATION AND REVISION OF EXISTING INTERIM RENEWAL CONTRACT

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

47 (a) The first sentence in Subdivision (a) of Article 2 of the Existing Interim  
48 Renewal Contract is deleted, and the following is inserted in lieu thereof: “This interim renewal

49 contract shall be effective from March 1, 2002, and shall remain in effect through February 28,  
50 2003, and thereafter will be renewed as described in this Article if a long-term renewal contract has  
51 not been executed with an effective commencement date of March 1, 2003.”

52 (b) Subdivision (b)(1) of Article 2 of the Existing Interim Renewal Contract is  
53 amended by deleting the date “November 30, 2001,” and replacing same with the date “February 15,  
54 2003.”

55 (c) Subdivision (b)(2) of Article 2 of the Existing Interim Renewal Contract is  
56 amended by deleting the dates “February 1, 2002,” “February 15, 2002,” and “February 28, 2002,”  
57 and replacing same with the dates “February 1, 2003,” “February 15, 2003,” and “February 28,  
58 2003,” respectively.

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

61 THE UNITED STATES OF AMERICA

APPROVED AS TO LEGAL  
FORM AND SUFFICIENCY

*/s/ James E. Turner*

62 OFFICE OF REGIONAL SOLICITOR  
63 DEPARTMENT OF THE INTERIOR

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

65 (SEAL) KANAWHA WATER DISTRICT

66 By: /s/ Ronald W. Vickery  
67 President

68 Attest:

69 /s/ Michael Alves  
70 Secretary