

1
2
3
4
5
6
7

8
9
10
11

12
13
14
15

16

17
18
19
20
21
22
23
24
25
26

Irrigation and M&I
R.O. 10/31-2001
Rev. R.O. 11/01-2001
Rev. R.O. 11/05-2001
Rev. R.O. 11/13-2001

Contract No.
14-06-200-5271A-IR6

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

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

THIS CONTRACT, made this 28th 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 THOMES CREEK 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 Corning, California;

WITNESSETH, That:

27 EXPLANATORY RECITALS

28 WHEREAS, the United States and the Contractor entered into interim renewal
29 contract identified as Contract No. 14-06-200-5271A-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 APPROVED AS TO LEGAL
FORM AND SUFFICIENCY

/s/ James E. Turner

62 OFFICE OF REGIONAL SOLICITOR
63 DEPARTMENT OF THE INTERIOR
64

THE UNITED STATES OF AMERICA

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

65 (SEAL)

THOMES CREEK WATER DISTRICT

66
67
68 Attest:

69 /s/ Helen Moran
70 Secretary

By: /s/ Robert Williams
President