

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

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

15 THIS CONTRACT, made this 14<sup>th</sup> day of February, 2003, in  
16 pursuance generally of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory or  
17 supplementary thereto, including, but not limited to, the acts of August 26, 1937 (50 Stat. 844),  
18 as amended and supplemented, August 4, 1939 (53 Stat. 1187), as amended and supplemented,  
19 July 2, 1956 (70 Stat. 483), June 21, 1963 (77 Stat. 68), October 12, 1982 (96 Stat. 1263), as  
20 amended and Title XXXIV of the Act of October 30, 1992 (106 Stat. 4706), all collectively  
21 hereinafter referred to as Federal Reclamation law, between THE UNITED STATES OF  
22 AMERICA, hereinafter referred to as the United States, and FEATHER WATER DISTRICT,  
23 hereinafter referred to as the Contractor, a public agency of the State of California, duly  
24 organized, existing, and acting pursuant to the laws thereof, with its principal place of business in  
25 Yuba City, California;

26 WITNESSETH, That:

27 EXPLANATORY RECITALS

28 WHEREAS, the United States and the Contractor entered into an interim renewal  
29 contract identified as Contract No. 14-06-200-171-A-IR7, hereinafter referred to as the Existing

30 Interim Renewal Contract, which provided for the continued water service to the Contractor from  
31 March 1, 2002, through February 28, 2003; and

32 WHEREAS, the United States and the Contractor believe that further negotiations  
33 on the long-term renewal contract would be beneficial and mutually commit to continue to  
34 negotiate to seek to reach agreement, and the Contractor has requested a subsequent interim  
35 renewal contract pursuant to Article 2 (b)(1) of Interim Renewal Contract No. 14-06-200-171-A-  
36 IR6; 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  
42 herein 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  
46 included in full text with the exception of Article 1 thereof, which is revised as follows:

47 (a) The first sentence in Subdivision (a) of Article 1 of the Existing Interim  
48 Renewal Contract is modified as follows: “This interim renewal contract shall be effective from  
49 March 1, 2003, and shall remain in effect through February 29, 2004, and thereafter will be  
50 renewed as described in Article 2(a) of Interim Renewal Contract No. 14-06-200-171-A-IR6 if a  
51 long-term renewal contract has not been executed with an effective commencement date of  
52 March 1, 2004.”

53 (b) Subdivision (b) of Article 1 of the Existing Interim Renewal Contract is

54 amended by deleting the date "February 15, 2003," and replacing same with the date  
55 "February 15, 2004."

56 (c) Subdivision (c) of Article 1 of the Existing Interim Renewal Contract is  
57 amended by deleting the dates "February 1, 2003," "February 15, 2003," and "February 28,  
58 2003," and replacing same with the dates "February 1, 2004," "February 15, 2004," and  
59 "February 29, 2004," respectively.

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

62 THE UNITED STATES OF AMERICA

APPROVED AS TO LEGAL  
FORM AND SUFFICIENCY

63 /s/ James E. Turner  
64 OFFICE OF REGIONAL SOLICITOR  
65 DEPARTMENT OF THE INTERIOR

By: /s/ John F. Davis  
for Regional Director, Mid-Pacific Region  
Bureau of Reclamation

66 (SEAL)

67  
68 FEATHER WATER DISTRICT

69 By: /s/ Neill Mitchell  
70 President

71 Attest:

72 /s/ Dennis Serger  
73 Secretary