

Irrigation and M&I
R.O. 10/31-2001
Rev. R.O. 11/01-2001
Rev. R.O. 11/12-2002
Contract No.
7-07-20-W0056-IR7

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

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

THIS CONTRACT, made this 14th day of February, 2003, 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 KIRKWOOD 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:

EXPLANATORY RECITALS

WHEREAS, the United States and the Contractor entered into an interim renewal contract identified as Contract No. 7-07-20-W0056-IR6, hereinafter referred to as the Existing

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

31 WHEREAS, the United States and the Contractor believe that further negotiations on
32 the long-term renewal contract would be beneficial and mutually commit to continue to negotiate to
33 seek to reach agreement, and the Contractor has requested a subsequent interim renewal contract
34 pursuant to Article 2 (b)(1) of Interim Renewal Contract No. 7-07-20-W0056-IR5; and

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

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

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

41 INCORPORATION AND REVISION OF EXISTING INTERIM RENEWAL CONTRACT

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

45 (a) The first sentence in Subdivision (a) of Article 1 of the Existing Interim
46 Renewal Contract is modified as follows: “This interim renewal contract shall be effective from
47 March 1, 2003, and shall remain in effect through February 29, 2004, and thereafter will be renewed
48 as described in Article 2(a) of Interim Renewal Contract No. 7-07-20-W0056-IR5 if a long-term
49 renewal contract has not been executed with an effective commencement date of March 1, 2004.”

50 (b) Subdivision (b) of Article 1 of the Existing Interim Renewal Contract is
51 amended by deleting the date “February 15, 2003,” and replacing same with the date
52 “February 15, 2004.”

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

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

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

THE UNITED STATES OF AMERICA

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

63 (SEAL)
64
65

KIRKWOOD WATER DISTRICT

66 By: /s/ Dennis Bentz
67 President

68 Attest:

69 /s/ Albert C. Langtate
70 Secretary