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Irrigation and M&I  
R.O. 10/31-2001  
Rev. R.O. 11/01-2001  
Rev. R.O. 11/12-2002  
Contract No.  
14-06-200-8310X-IR1

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

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

THIS CONTRACT, made this 21<sup>st</sup> 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 WESTSIDE 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 Williams, California;

WITNESSETH, That:

EXPLANATORY RECITALS

WHEREAS, the United States and the County of Colusa entered into an interim  
renewal contract identified as Contract No. 14-06-200-8310A-IR6, hereinafter referred to as the

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

31 WHEREAS, the County of Colusa and the Contractor entered into a partial  
32 assignment on March 27, 2002, to permanently assign to the Contractor 40,000 acre-feet of the CVP  
33 water made available to the County of Colusa pursuant to the Existing Interim Renewal Contract;  
34 and

35 WHEREAS, the United States and the Contractor believe that further negotiations on  
36 a long-term renewal contract for the 40,000 acre-feet of CVP water assigned to the Contractor  
37 would be beneficial and mutually commit to continue to negotiate to seek to reach agreement, and  
38 the Contractor has requested an interim renewal of its assigned share of the Existing Interim  
39 Renewal Contract pursuant to Article 2 (b)(1) of Interim Renewal Contract No. 14-06-200-8310A-  
40 IR5 in order to continue to receive 40,000 acre-feet of CVP water assigned to the Contractor by the  
41 County of Colusa; and

42 WHEREAS, the United States has determined that the Contractor has to date  
43 fulfilled all of its obligations assigned to it under the Existing Interim Renewal Contract; and

44 WHEREAS, the United States is willing to renew the Contractor's assigned share of  
45 the Existing Interim Renewal Contract pursuant to the terms and conditions set forth below;

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

48 INCORPORATION AND REVISION OF EXISTING INTERIM RENEWAL CONTRACT

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

52                   (a)     The first sentence in Subdivision (a) of Article 1 of the Existing Interim  
53     Renewal Contract is modified as follows: “This interim renewal contract shall be effective from  
54     March 1, 2003, and shall remain in effect through February 29, 2004, and thereafter will be renewed  
55     as described in Article 2(a) of Interim Renewal Contract No. 14-06-200-8310A-IR5 if a long-term  
56     renewal contract has not been executed with an effective commencement date of March 1, 2004.”

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

59                   (c)     Subdivision (c) of Article 1 of the Existing Interim Renewal Contract is amended by  
60     deleting the dates “February 1, 2003,” “February 15, 2003,” and “February 28, 2003,” and replacing  
61     same with the dates “February 1, 2004,” “February 15, 2004,” and “February 29, 2004,”  
62     respectively.

63                   (d)     Article 34 of the Existing Interim Renewal Contract is deleted in its entirety, and  
64     replaced with the following:

65     Any notice, demand, or request authorized or required by this Contract shall be deemed to have been  
66     given, on behalf of the Contractor, when mailed, postage prepaid, or delivered to the Area Manager,  
67     Northern California Area Office, Bureau of Reclamation, 16349 Shasta Dam Boulevard, Shasta  
68     Lake, California 96019-8400 and on behalf of the United States, when mailed, postage prepaid, or  
69     delivered to the Board of Directors of the Westside Water District, 5005 Highway 20, Williams,  
70     California 95987. The designation of the addressee or the address may be changed by notice given  
71     in the same manner as provided in this Article for other notices.

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

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

THE UNITED STATES OF AMERICA

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

78 (SEAL) WESTSIDE WATER DISTRICT

79 By: /s/ Robert Harper  
80 President of the Board of Directors

81 Attest:

82 /s/ Lisa Weber  
83 Secretary