

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

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

THIS CONTRACT, made this 27<sup>th</sup> day of February, 2004, 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 EAGLE FIELD 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 Firebaugh, California;

WITNESSETH, That:

EXPLANATORY RECITALS

WHEREAS, the United States and the Contractor entered into an interim renewal contract identified as Contract No. 14-06-200-7754-IR5, hereinafter referred to as the Interim Renewal Contract, which provided for the continued water service to the Contractor following expiration of Contract No. 14-06-200-7754; and

30 WHEREAS, the United States and the Contractor have entered into successive  
31 renewals of the Interim Renewal Contract, the most recent of which is Contract No. 14-06-200-  
32 7754-IR7, hereinafter referred to as the Existing Interim Renewal Contract from March 1, 2003,  
33 through February 29, 2004; and

34 WHEREAS, the United States and the Contractor have made significant progress  
35 in their negotiations of a long-term renewal contract, believe that further negotiations on the  
36 long-term renewal contract would be beneficial, and mutually commit to continue to negotiate to  
37 seek to reach agreement, but anticipate that the environmental documentation necessary for  
38 execution of any long-term renewal contract will be delayed at least an additional 7 months, and  
39 may be delayed further for reasons beyond the control of the parties; and

40 WHEREAS, the Contractor has requested a subsequent interim renewal contract  
41 pursuant to Subdivision (b)(1) of Article 2 of the Interim Renewal Contract and Article 1 of the  
42 Existing Interim Renewal Contract; and

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

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

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

49 INCORPORATION AND REVISION OF EXISTING INTERIM RENEWAL CONTRACT

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

53 (a) The first sentence in Subdivision (a) of Article 1 of the Existing Interim  
54 Renewal Contract is modified as follows: "This interim renewal contract shall be effective from

55 March 1, 2004, and shall remain in effect through February 28, 2006, and thereafter will be renewed as  
56 described in Subdivision (a) of Article 2 of the Interim Renewal Contract if a long-term renewal  
57 contract has not been executed with an effective commencement date of March 1, 2006; Provided, that  
58 if a long-term renewal contract has been executed with an effective commencement date of March 1,  
59 2005, this interim renewal contract shall expire on February 28, 2005."

60 (b) Subdivision (b) of Article 1 of the Existing Interim Renewal Contract is  
61 amended by deleting the date "February 15, 2004," and replacing same with the date  
62 "February 15, 2006."

63 (c) Subdivision (c) of Article 1 of the Existing Interim Renewal Contract is  
64 amended by deleting the dates "February 1, 2004," "February 15, 2004," and "February 29, 2004," and  
65 replacing same with the dates "February 1, 2006," "February 15, 2006," and "February 28, 2006,"  
66 respectively.

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

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

THE UNITED STATES OF AMERICA

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

73 (SEAL)

EAGLE FIELD WATER DISTRICT

74  
75  
76 Attest:  
77 /s/ Randall S. Miles  
78 Secretary

By: /s/ Marguerite Bennett  
President