

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

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

14 THIS CONTRACT, made this 27th day of February, 2004, in
15 pursuance generally of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory or supplementary
16 thereto, including, but not limited to, the acts of August 26, 1937 (50 Stat. 844), as amended and
17 supplemented, August 4, 1939 (53 Stat. 1187), as amended and supplemented, July 2, 1956 (70 Stat.
18 483), June 21, 1963 (77 Stat. 68), October 12, 1982 (96 Stat. 1263), as amended and Title XXXIV of
19 the Act of October 30, 1992 (106 Stat. 4706), all collectively hereinafter referred to as Federal
20 Reclamation law, between THE UNITED STATES OF AMERICA, hereinafter referred to as the
21 United States, and KIRKWOOD WATER DISTRICT, hereinafter referred to as the Contractor, a
22 public agency of the State of California, duly organized, existing, and acting pursuant to the laws
23 thereof, with its principal place of business in Corning, California;

24 WITNESSETH, That:

25 EXPLANATORY RECITALS

26 WHEREAS, the United States and the Contractor entered into an interim renewal
27 contract identified as Contract No. 7-07-20-W0056-IR5, hereinafter referred to as the Interim Renewal
28 Contract, which provided for the continued water service to the Contractor following expiration of
29 Contract No. 7-07-20-W0056; 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. 7-07-20-
32 W0056-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 in
35 their negotiations of a long-term renewal contract, believe that further negotiations on the long-term
36 renewal contract would be beneficial, and mutually commit to continue to negotiate to seek to reach
37 agreement, but anticipate that the environmental documentation necessary for execution of any
38 long-term renewal contract will be delayed at least an additional 7 months, and may be delayed
39 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 included
52 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
56 as 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,
58 that if a long-term renewal contract has been executed with an effective commencement date of
59 March 1, 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,"
65 and replacing same with the dates "February 1, 2006," "February 15, 2006," and "February 28,
66 2006," 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

/s/ James E. Turner

70 OFFICE OF REGIONAL SOLICITOR
71 DEPARTMENT OF THE INTERIOR

72

THE UNITED STATES OF AMERICA

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

73 (SEAL)

KIRKWOOD WATER DISTRICT

74

75

By: /s/ Dennis Bentz
President

76 Attest:

77 /s/ Albert Langtage
78 Secretary