

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

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

THIS CONTRACT, made this 27th 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 ORO LOMA 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 South Dos Palos, California;

WITNESSETH, That:

EXPLANATORY RECITALS

WHEREAS, the United States and the Contractor entered into an interim renewal contract identified as Contract No. 14-06-200-7823-IR5, hereinafter referred to as the Interim Renewal Contract, which provided for the continued water service to the Contractor following expiration of Contract No. 14-06-200-7823; and

31 WHEREAS, the United States and the Contractor have entered into successive
32 renewals of the Interim Renewal Contract, the most recent of which is Contract No. 14-06-200-
33 7823-IR7, hereinafter referred to as the Existing Interim Renewal Contract from March 1, 2003,
34 through February 29, 2004; and

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

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

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

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

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

50 INCORPORATION AND REVISION OF EXISTING INTERIM RENEWAL CONTRACT

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

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

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

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

64 (c) Subdivision (c) of Article 1 of the Existing Interim Renewal Contract is
65 amended by deleting the dates "February 1, 2004," "February 15, 2004," and "February 29, 2004,"
66 and replacing same with the dates "February 1, 2006," "February 15, 2006," and "February 28,
67 2006," respectively.

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

70 APPROVED AS TO LEGAL
FORM AND SUFFICIENCY
/s/ James E. Turner

71 OFFICE OF REGIONAL SOLICITOR
72 DEPARTMENT OF THE INTERIOR
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THE UNITED STATES OF AMERICA

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

75 (SEAL)

ORO LOMA WATER DISTRICT

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By: /s/ Randall S. Miles
President

78 Attest:
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80 /s/ Earlynn R. Miles
81 Secretary