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

9 INTERIM RENEWAL CONTRACT BETWEEN THE UNITED STATES
10 AND
11 EL DORADO IRRIGATION DISTRICT
12 PROVIDING FOR PROJECT WATER SERVICE

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

23 WITNESSETH, That:

24 EXPLANATORY RECITALS

25 WHEREAS, the United States and the Contractor entered into an interim renewal
26 contract identified as Contract No. 14-06-200-1357A-IR1, from January 1, 2005, through February 28,
27 2006, hereinafter referred to as the Existing Interim Renewal Contract, which provided for the
28 continued water service to the Contractor following expiration of Contract No. 14-06-200-1357A; and

29 WHEREAS, the United States and the Contractor have made significant progress in
30 their negotiations of a long-term renewal contract, believe that further negotiations on the long-term

31 renewal contract would be beneficial, and mutually commit to continue to negotiate to seek to reach
32 agreement, but anticipate that the environmental documentation necessary for execution of any
33 long-term renewal contract will be delayed until the summer of 2006 and may be delayed further for
34 reasons beyond the control of the parties; and

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

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

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

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

43 INCORPORATION AND REVISION OF EXISTING INTERIM RENEWAL CONTRACT

44 1. The terms and conditions of the Existing Interim Renewal Contract are hereby
45 incorporated by reference into this Contract with the same force and effect as if they were included
46 in full text with the exception of Article 2 thereof, which is revised as follows:

47 (a) The first sentence in Subdivision (a) of Article 2 of the Existing Interim
48 Renewal Contract is modified as follows: "This interim renewal contract shall be effective from
49 March 1, 2006, and shall remain in effect through February 28, 2007, and thereafter will be renewed
50 as described in Subdivision (a) of Article 2 if a long-term renewal contract has not been executed
51 with an effective commencement date of March 1, 2007."

52 (b) Subdivision (b)(1) of Article 2 of the Existing Interim Renewal Contract is
53 amended by deleting the date "February 15, 2006," and replacing same with the date "February 15,
54 2007."

55 (c) Subdivision (b)(2) of Article 1 of the Existing Interim Renewal Contract is
56 amended by deleting the dates "February 1, 2006," "February 15, 2006," and "February 28, 2006,"

57 and replacing same with the dates "February 1, 2007," "February 15, 2007," and "February 28,
58 2007," respectively.

59 IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the
60 day and year first above written.

61 UNITED STATES OF AMERICA

62 By: _____
63 Regional Director, Mid-Pacific Region
64 Bureau of Reclamation

65 (SEAL) EL DORADO IRRIGATION DISTRICT

66 By: _____
67 President

68 Attest:

69 _____
70 Secretary

71 (H:\pub440\Interim Renewal Contracts - Drafts, charts, etc.\2006-2007 IRC's\Other Than CVC Revised
72 12-14-05\El Dorado -1357AIR2 12-mo (3-1-06 - 2-28-07) Revised 12-14-05.doc)