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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 21st 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