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R. O. Draft 12/12-2003
R. O. Draft 11/06-2003
Irrigation and/or M&I
Contract No.
14-06-200-7859-A-IR2

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

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INTERIM RENEWAL CONTRACT BETWEEN THE UNITED STATES
AND
COELHO FAMILY TRUST
PROVIDING FOR PROJECT WATER SERVICE

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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 COELHO FAMILY TRUST, 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 Riverdale, California;

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WITNESSETH, That:

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EXPLANATORY RECITALS

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WHEREAS, the United States and the Contractor entered into an interim renewal
contract identified as Contract No. 14-06-200-7859-A-IR1 from December 31, 2003, through
February 29, 2004, hereinafter referred to as the Existing Interim Renewal Contract, which provided
for the continued water service to the Contractor following expiration of Contract

30 No. 14-06-200-7859-A; and

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

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

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

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

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

45 INCORPORATION AND REVISION OF EXISTING INTERIM RENEWAL CONTRACT

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

49 (a) The first sentence in Subdivision (a) of Article 2 of the Existing Interim
50 Renewal Contract is modified as follows: "This interim renewal contract shall be effective from
51 March 1, 2004, and shall remain in effect through February 28, 2006, and thereafter will be renewed
52 as described in Subdivision (a) of Article 2 of the Existing Interim Renewal Contract if a long-term
53 renewal contract has not been executed with an effective commencement date of

54 March 1, 2006; Provided, that if a long-term renewal contract has been executed with an effective
55 commencement date of March 1, 2005, this interim renewal contract shall expire on February 28,
56 2005."

57 (b) Subdivision (b) of Article 2 of the Existing Interim Renewal Contract is
58 amended by deleting the date "February 15, 2004," and replacing same with the date
59 "February 15, 2006."

60 (c) Subdivision (c) of Article 2 of the Existing Interim Renewal Contract is
61 amended by deleting the dates "February 1, 2004," "February 15, 2004," and "February 29, 2004," and
62 replacing same with the dates "February 1, 2006," "February 15, 2006," and "February 28, 2006,"
63 respectively.

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

66 APPROVED AS TO LEGAL
FORM AND SUFFICIENCY
/s/ James E. Turner
67 OFFICE OF REGIONAL SOLICITOR
DEPARTMENT OF THE INTERIOR

THE UNITED STATES OF AMERICA

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

70 (SEAL)

COELHO FAMILY TRUST

71 By: /s/ Jerry W. Coelho
72 Jerry W. Coelho, Co-Trustee

73 By: /s/ Joe F. Coelho
74 Joe F. Coelho, Co-Trustee

75 By: /s/ John A. Coelho
76 John A. Coelho, Co-Trustee