

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

INTERIM RENEWAL CONTRACT BETWEEN THE UNITED STATES,
THE DEPARTMENT OF WATER RESOURCES
OF THE STATE OF CALIFORNIA,
AND
THE COUNTY OF TULARE
PROVIDING FOR PROJECT WATER SERVICE

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1 THIS CONTRACT, made this 6th day of March 2001, in pursuance generally
2 of the Act of June 17, 1902 (32 Stat. 388), and Acts amendatory or supplementary thereto, including,
3 but not limited to, the Acts of August 26, 1937 (50 Stat. 844), as amended and supplemented, August
4 4, 1939 (53 Stat. 1187), as amended and supplemented, July 2, 1956 (70 Stat. 483), June 21, 1963
5 (77 Stat. 68), October 12, 1982 (96 Stat. 1263), as amended, and Title XXXIV of the Act of October
6 30, 1992 (106 Stat. 4706), all collectively hereinafter referred to as the Federal Reclamation law, and
7 pursuant to the California Central Valley Project Act [Part 3, Division 6 (commencing at Section
8 11100) of the California Water Code] and the California Water Resources Development Bond Act
9 [Chapter 8, Part 6, Division 6 (commencing at Section 12930) of the California Water Code,] and
10 all acts of the California legislature amendatory thereto or supplementary thereof between THE
11 UNITED STATES OF AMERICA, hereinafter referred to as the United States, THE
12 DEPARTMENT OF WATER RESOURCES OF THE STATE OF CALIFORNIA, hereinafter
13 referred to as DWR, and THE COUNTY OF TULARE, hereinafter referred to as the Contractor, a
14 political subdivision of the State of California, duly organized, existing, and acting pursuant to the
15 laws thereof, with its principal place of business in Visalia, California;

16 WITNESSETH, That:

1 which is hereinafter referred to as the Existing Interim Renewal Contract, which provided for the
2 continued water service to the Contractor from December 1, 2000, through February 28, 2001; and

3 WHEREAS, the Contractor has requested a subsequent interim renewal
4 contract pursuant to the Existing Interim Renewal Contract, Federal Reclamation law and the laws
5 of the State of California, for water service from the Central Valley Project; and

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

8 WHEREAS, the Contracting Officer has determined that the Contractor has the
9 capability to fully utilize for reasonable and beneficial use, or shown projected future reasonable and
10 beneficial use for, the quantity of Project Water to be made available to it pursuant to this interim
11 renewal contract; and

12 WHEREAS, the Contractor is in need of additional water supplies and wishes to
13 increase the amount of water to be furnished under Contract No. 14-06-200-8293A to the 5,308 acre-
14 feet of water it has received under the existing contract; and

15 WHEREAS, 1,908 acre-feet of Project Water of the additional water was previously
16 allotted, but never contracted, to Hope Water District and was included in the allotted supply of the
17 Contractor under the provisions Article 4(b) of Contract No. 14-06-200-8293A; and

18 WHEREAS, the remaining additional 400 acre-feet Project Water was previously
19 allotted to Ducor Irrigation District under contract No. 14-06-200-8291A and transferred to the
20 Contractor under the provisions Article 4(b) of Contract No. 14-06-200-8293A; and

21 WHEREAS, it is in the best interest of the Contractor, DWR, and the United States
22 to assign the previously allocated water supplies; and

23 WHEREAS, rights of renewal of Contract No. 14-06-200-8293A are set forth in said
24 contract; and

1 WHEREAS, the Contractor proposes to enter into subcontracts for the furnishing of
2 water made available to the Contractor under this interim renewal contract; and

3 WHEREAS, Section 3404 of the CVPIA precludes long-term renewal of water
4 service contracts until the completion of appropriate environmental documentation, including a
5 programmatic environmental impact statement ("PEIS") pursuant to the National Environmental
6 Policy Act analyzing the direct and indirect impacts and benefits of implementing the CVPIA and
7 the potential renewal of all existing contracts for Project Water; and

8 WHEREAS, in order to continue water service provided under Project Water service
9 contracts that expire prior to the completion of the PEIS, the United States intends to execute interim
10 renewal contracts for a period not to exceed three (3) Years in length, and for successive interim
11 periods of not more than two (2) Years in length, until appropriate environmental documentation,
12 including the PEIS, is finally completed, at which time the Secretary shall, pursuant to Federal
13 Reclamation law, upon request of the Contractor, enter into a long-term renewal contract for a period
14 of twenty-five (25) Years; and may thereafter renew such long-term renewal contracts for successive
15 periods not to exceed twenty-five (25) Years each; and

16 WHEREAS, the Secretary intends to assure uninterrupted water service and
17 continuity of contract through the process set forth in Article 2 hereof; and

18 WHEREAS, the United States is willing to renew the Existing Interim Renewal
19 Contract pursuant to Section 3404(c)(1) of the CVPIA on the terms and conditions set forth below;

20 WHEREAS, the United States and the Contractor desire to contract with DWR for
21 conveyance of Project Water through the facilities of the SWP as aforesaid under an arrangement
22 wherein the United States will furnish the necessary power for pumping such water through DWR's
23 Delta Pumping Plant and Dos Amigos Pumping Plant; and

24 WHEREAS, DWR is willing to convey such water through State Facilities subject

1 to the availability of transportation capacity and payment of costs as herein provided.

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

4 DEFINITIONS

5 1. When used herein unless otherwise distinctly expressed, or manifestly incompatible
6 with the intent hereof, the term:

7 (a) "Calendar Year" shall mean the period January 1 through December 31, both
8 dates inclusive;

9 (b) "Charges" shall mean the payments in addition to the Rates determined
10 annually by the Contracting Officer, required by the Federal Reclamation law, including
11 Section 3407 of the CVPIA;

12 (c) "Contracting Officer" shall mean the duly authorized representative of the
13 Secretary of the United States Department of the Interior;

14 (d) "Cross Valley Canal" shall mean the water conveyance and related works
15 constructed by the Contractor and others to deliver water from the State Facilities, which
16 canal currently is operated by KCWA;

17 (e) "CVPIA" shall mean the Central Valley Project Improvement Act, Title
18 XXXIV of the Act of October 30, 1992 (106 Stat. 4706);

19 (f) "Delivered Water" shall mean Project Water made available to the Contractor
20 and diverted at the point(s) of delivery approved by the Contracting Officer;

21 (g) "Eligible Lands" shall mean all lands to which Irrigation Water may be
22 delivered in accordance with Section 204 of the Reclamation Reform Act of 1982 (43 U.S.C.
23 390aa, et seq.), as amended, hereinafter referred to as RRA;

24 (h) "Entitlement Water" shall mean the amount of SWP Water made available

1 to a SWP Contractor during the respective year, as shown in Table A of their contract with
2 DWR, or as it may be amended;

3 (i) "Excess Lands" shall mean all lands defined as excess in Section 204 of the
4 RRA, other than those lands exempt from acreage limitation under Federal Reclamation law;

5 (j) "Full Cost Rate" shall mean that water rate described in Sections 205(a)(3)
6 or 202(3) of the RRA, whichever is applicable;

7 (k) "Ineligible Lands" shall mean all lands to which Irrigation Water may not be
8 delivered in accordance with Section 204 of the RRA;

9 (l) "Irrigation Water" shall mean Project Water which is used primarily in the
10 production of agricultural crops or livestock, including domestic use incidental thereto, and
11 watering of livestock;

12 (m) "KCWA" shall mean the Kern County Water Agency;

13 (n) "Landholder" shall mean an individual or entity attributed with the total
14 irrigable acreage of one or more tracts of land situated in one or more districts owned and/or
15 operated under a lease which is served with Irrigation Water pursuant to a contract with the
16 United States;

17 (o) "M&I Water" shall mean water made available from the Project other than
18 Irrigation Water. M&I Water shall include water used for purposes such as the watering of
19 landscaping or pasture for animals (e.g., horses) which are kept for personal enjoyment or
20 water delivered to landholdings operated in units of less than five (5) acres unless the
21 Contractor establishes to the satisfaction of the Contracting Officer that the use of water
22 delivered to any such landholding is a use described in subdivision (l) of this Article:
23 Provided, That if a Subcontractor under this interim renewal contract is also a party to an
24 existing Friant Division renewed water service contract with a two-acre threshold, this

1 interim renewal contract shall reflect that unit size in the application of this definition to that
2 Subcontractor. Provided, further, That this subdivision of this Article will be amended to
3 reflect any change in the unit size that may be made in the existing Friant Division renewed
4 water service contract;

5 (p) "Minimum OMP&R Costs" shall mean those OMP&R Costs incurred by
6 DWR irrespective of the amount of water delivered to the Contractor;

7 (q) "OMP&R Costs" shall mean the costs incurred by DWR for operation,
8 maintenance, power and replacement of all State Facilities used in conveying Project Water
9 to the Contractor;

10 (r) "O&M" shall mean normal and reasonable care, control, operation, repair,
11 replacement and maintenance of Project facilities;

12 (s) "Operating Non-Federal Entity" shall mean a Non-Federal entity which has
13 the obligation to operate and maintain all or a portion of the Project facilities pursuant to an
14 agreement with the United States;

15 (t) "Operations Manual" shall mean the manual setting forth detailed operations
16 and management procedures prepared by DWR, the Contracting Officer and the Contractor;

17 (u) "Project" shall mean the Central Valley Project owned by the United States
18 and operated by the Department of the Interior, Bureau of Reclamation;

19 (v) "Project Water" shall mean all water that is developed, diverted, stored, or
20 delivered by the United States in accordance with the statutes authorizing the Project and in
21 accordance with the terms and conditions of applicable water rights permits and licenses
22 acquired by and/or issued to the United States pursuant to California law;

23 (w) "Rates" shall mean the payments determined annually by the Contracting
24 Officer in accordance with the then current applicable water ratesetting policies for the

1 Project;

2 (x) "Section 215 Water" shall mean a supply of Irrigation Water made available
3 to the Contractor pursuant to Section 215 of the RRA;

4 (y) "Secretary" shall mean the Secretary of the United States Department of the
5 Interior;

6 (z) "State Facilities" shall mean that portion of the SWP (including DWR's
7 portion of joint facilities), necessary to convey Project Water from the Sacramento-San
8 Joaquin Delta (Delta) to the Cross Valley Canal;

9 (aa) "SWP Contractor" shall mean any entity contracting with DWR for a portion
10 of the minimum project yield of the SWP;

11 (bb) "Subcontractor" shall mean an individual, group of individuals, organization,
12 or entity who contracts with the Contractor to use water made available to the Contractor
13 under this interim renewal contract; and

14 (cc) "SWP" shall mean the California State Water Project;

15 (dd) "SWP Water" shall mean water made available through SWP operations
16 including conservation, purchase, and diversion under water rights of DWR;

17 (ee) "Variable OM&R Costs" shall mean those costs incurred by DWR for
18 operation, maintenance and replacement costs of State Facilities which are dependant upon
19 and vary with the amount of water delivered; and

20 (ff) "Year" shall mean the period from and including March 1 of each Calendar
21 Year through the last day of February of the following Calendar Year.

22 TERM OF CONTRACT--RIGHT TO USE OF WATER

23 2. (a) This interim renewal contract shall be effective from March 1, 2001 and shall
24 remain in effect through February 28, 2002, and thereafter will be renewed as described in this

1 article. Except as provided in subdivision (b) of this Article, until completion of all appropriate
2 environmental review, and provided that the Contractor has complied with all the terms and
3 conditions of the interim renewal contract in effect for the period immediately preceding the
4 requested successive interim renewal contract, this interim renewal contract will be renewed, upon
5 request of the Contractor, for successive interim periods each of which shall be no more than two
6 (2) Years in length. Also, except as provided in subdivision (b) of this Article, in order to promote
7 orderly and cost effective contract administration, the terms and conditions in subsequent interim
8 renewal contracts shall be identical to the terms and conditions in the interim renewal contract
9 immediately preceding the subsequent interim renewal contract: Provided, however, That each party
10 preserves the right to propose modification(s) in any interim renewal contract other than those
11 described in subdivision (b) of this Article, in which case the parties shall negotiate in good faith
12 appropriate modification(s) to be included in any successive interim renewal contracts. Said
13 modification(s) of each successive interim renewal contract shall be agreed upon within a reasonable
14 time prior to the expiration of the then existing interim renewal contract. Nothing in this Article
15 shall in any way alter the obligation that, upon final completion of the PEIS and any necessary
16 supplemental environmental documentation, the Secretary shall, pursuant to Federal Reclamation
17 law, upon request of the Contractor, enter into a long-term renewal contract for a period of twenty-
18 five (25) Years and may thereafter renew such long-term renewal contracts for successive periods
19 not to exceed twenty-five (25) Years each. The Contractor asserts that Contract No. 14-06-200-
20 8293A and existing law go beyond the preceding sentence to give it enforceable rights to successive
21 long-term renewal contracts. The Contracting Officer disagrees with that assertion. The parties
22 agree that this interim renewal contract preserves the rights and positions of the parties and that the
23 omission of language in this interim renewal contract setting out the rights asserted by the Contractor
24 to successive renewals is not intended to be, nor shall it be interpreted as, a waiver of any such rights

1 to the extent any such rights are later determined to exist by a court of competent jurisdiction or by
2 mutual agreement of the parties. If a court of competent jurisdiction or the parties by mutual
3 agreement determine that incorporation of such language in this interim renewal contract is necessary
4 to preserve such rights, this interim renewal contract shall be construed as incorporating such
5 language as though fully set forth herein as of the effective date hereof.

6 (b) The parties anticipate that they will engage in good faith negotiations intended
7 to permit the execution of a twenty-five (25) Year long-term renewal contract contemplated by
8 Section 3404 (c) of the CVPIA, hereinafter referred to as a "long-term renewal contract", by the end
9 of the term hereof. The parties recognize the possibility that this schedule may not be met.
10 Accordingly:

11 (1) In the event (i) the Contractor and Contracting Officer have reached
12 agreement on the terms of the Contractor's long-term renewal contract or (ii) the Contractor and
13 Contracting Officer have not completed the negotiations on the Contractor's long-term renewal
14 contract, believe that further negotiations on that contract would be beneficial, and mutually commit
15 to continue to negotiate to seek to reach agreement, but (iii) all environmental documentation
16 required to allow execution of the Contractor's long-term renewal contract by both parties has not
17 been completed in time to allow execution of the Contractor's long-term renewal contract by
18 November 30, 2001, then (iv) the parties will expeditiously complete the environmental
19 documentation required of each of them in order to execute the Contractor's long-term renewal
20 contract at the earliest practicable date. In addition, the Contractor's then current interim renewal
21 contract will be renewed without change upon the request of either party through the agreed-upon
22 effective date of the Contractor's long-term renewal contract or, in the absence of agreement on the
23 terms of the Contractor's long-term renewal contract, through the succeeding February 28.

24 (2) Provided that this interim renewal contract is not subject to renewal

1 under the terms described in subdivision (1) of this Article, if a party determines that the parties have
2 reached an impasse which they have been unable to resolve and which precludes agreement on the
3 long-term renewal contract, that party may notify the other that it has concluded that there is no
4 reasonable likelihood of reaching agreement on the terms of a long-term renewal contract. In the
5 event of such notice, the parties will immediately agree to a schedule and process for negotiating the
6 terms (other than any terms that would impair continuity of water supply or continuity of contract)
7 of and executing an interim renewal contract; provided that neither party will propose for inclusion
8 in the interim renewal contract any provision not previously included in an existing interim renewal
9 contract which it had previously proposed for inclusion in the long-term renewal contract and which
10 was the subject of an impasse in the long-term renewal contract negotiations. The schedule will
11 provide for completion of the negotiations of the terms of that contract by February 1, 2002, and for
12 execution of the contract on or about February 15, 2002. The parties each acknowledge the right of
13 either party to seek judicial relief in connection with any impasse reached in connection with
14 negotiation of the long-term renewal contract and/or an interim renewal contract that would become
15 effective on or after February 28, 2002.

16 (c) The parties acknowledge that the Contractor asserts that it is entitled as a
17 matter of law to an interim renewal contract of longer duration than twelve (12) months, and that the
18 Contracting Officer asserts that it is under no obligation to provide the Contractor with an interim
19 renewal contract of any particular duration. Accordingly, the parties further acknowledge that (i) the
20 foregoing process represents a mutual accommodation to facilitate their joint desire to proceed with
21 the development of a long-term renewal contract in an expeditious and orderly manner, (ii) they each
22 preserve their respective rights and positions relative to the entitlement of the Contractor to
23 subsequent interim renewal contracts should they become necessary, and the terms thereof, and (iii)
24 their agreement to the process and interim renewal contract terms described above is in no way

1 intended to be, nor will it be interpreted as, a waiver of any such rights or positions, all of which are
2 and will be expressly preserved.

3 (d) DWR shall negotiate in good faith with the Contractor and the United States
4 in the process described in (a), (b), and (c) of this Article: Provided, That no such interim renewal
5 contract or long-term renewal contract shall obligate DWR to provide conveyance and/or storage
6 beyond February 28, 2035 without further negotiations. The parties acknowledge that operation of
7 State Facilities is not, and shall not be, subject to federal Reclamation law.

8 (e) The omission of language in this interim renewal contract providing for
9 conversion of this interim renewal contract or any subsequent renewals thereof to a repayment
10 contract, pursuant to the Act of July 2, 1956 (70 Stat. 483), shall not prejudice the Contractor's right
11 to assert a right to have such language included in subsequent renewals of this interim renewal
12 contract or to exercise such conversion, all as provided by law, or to negotiate the language regarding
13 such conversion to be included in subsequent renewal contracts.

14 WATER TO BE MADE AVAILABLE AND DELIVERED TO THE CONTRACTOR

15 3. (a) Subject to the provisions set forth in Articles 11 and 12 hereof, and consistent
16 with applicable State water rights, permits and licenses, the Contractor is entitled to, and the
17 Contracting Officer shall be obligated to make available to the Contractor from the Project up to
18 5,308 acre-feet of Project Water for irrigation and/or municipal and industrial purposes during the
19 term of this interim renewal contract. The quantity of Project Water delivered to the Contractor in
20 accordance with this Article 3(a) in any Year shall be scheduled, conveyed and paid for pursuant to
21 the provisions of this interim renewal contract, attached exhibits and the Operations Manual
22 (including any subsequent modifications thereto), and shall not exceed the quantity of Project Water
23 the Contractor intends to put to reasonable beneficial use within the Contractor's boundaries or, if

1 applicable, Subcontractor's boundaries or sold, transferred, or exchanged pursuant to Article 9 during
2 the term of this interim renewal contract.

3 (b) The Contractor shall utilize the Project Water made available to it pursuant
4 to this interim renewal contract in accordance with all applicable requirements of any Biological
5 Opinion addressing the execution of this interim renewal contract developed pursuant to Section 7
6 of the Endangered Species Act of 1973 as amended, and in accordance with environmental
7 documentation as may be required for specific activities, including conversion of Irrigation Water
8 to M&I Water.

9 (c) The Contractor shall make reasonable and beneficial use of Project Water or
10 other water furnished pursuant to this interim renewal contract. Groundwater recharge which is
11 consistent with applicable State law shall be considered a reasonable and beneficial use of Project
12 Water permitted hereunder.

13 (d) Delivery of Project Water to the Contractor from the Friant Division pursuant
14 to Articles 3(e) and 5(c) shall be subject to the completion of the appropriate environmental
15 documentation to the extent such environmental documentation has not been previously completed.

16 (e) If the Contracting Officer determines that Project Water, or other water
17 available to the Project, can be made available to the Contractor in addition to the quantity of Project
18 Water made available to the Contractor pursuant to subdivision (a) of this Article, the Contracting
19 Officer shall so notify the Contractor. If the Contractor requests the delivery of any quantity of such
20 water, the Contracting Officer shall, subject to Article 3(d), make such water available to the
21 Contractor in accordance with applicable statutes, regulations, guidelines, and policies. If the
22 Contracting Officer determines that there is an unusually large water supply not otherwise storable
23 for Project purposes or infrequent and otherwise unmanaged flood flows of short duration from the

1 Friant Division, then Friant Division Project Water may be made available to the Contractor as
2 Section 215 Water if the Contractor enters into a temporary contract, not to exceed one (1) year, with
3 the United States for the delivery of such water or, as otherwise provided for in Federal Reclamation
4 law and associated regulations: Provided, That such water shall be first made available to the original
5 twenty-eight (28) long-term Friant Division contractors. Water in addition to the quantities
6 provided for in this interim renewal contract made available to the Contractor by the Contracting
7 Officer shall be scheduled, conveyed and/or stored by DWR only to the extent that DWR has
8 provided separate approval to do so.

9 (f) If the Contractor requests permission to reschedule for use during the
10 subsequent Year some or all of the Project Water made available to the Contractor during the current
11 Year or to use, during the current Year, that quantity of Project Water the United States has agreed
12 to make available to the Contractor during the subsequent Year, the Contracting Officer may permit
13 such uses in accordance with applicable statutes, regulations, guidelines and policies.

14 (g) The Contractor's right pursuant to Federal Reclamation law and applicable
15 State law to the beneficial use of water furnished pursuant to this interim renewal contract, any
16 subsequent interim renewal contract and, as described in Article 2(a), any long-term renewal
17 contract, shall not be disturbed so long as the Contractor shall fulfill all of its obligations under this
18 interim renewal contract and any such renewal thereof. Nothing in the preceding sentence shall
19 affect the Contracting Officer's ability to impose shortages under Article 12(b) of this interim
20 renewal contract and the applicable provisions of any such renewal thereof.

21 (h) Notwithstanding subdivisions (l) and (o) of Article 1, Project Water furnished
22 to the Contractor pursuant to this interim renewal contract may be delivered for purposes other than
23 those described in subdivisions (l) and (o) of Article 1 upon written approval by the Contracting
24 Officer in accordance with the terms and conditions of such approval.

1 (i) Conveyance and/or storage of Project Water by DWR shall be subject to
2 capacity available in State Facilities in excess of capacity determined by DWR to be needed for all
3 SWP operations or any services to long-term SWP Contractors. Conveyance and/or storage for the
4 Contractor may be curtailed prior or subsequent to approval of the Contractor's schedule under
5 Article 4 hereof, in the event it interferes with the delivery of water to SWP Contractors or other
6 SWP operations necessary to meet long-term obligations of the SWP, including delivery of water
7 to SWP storage or reregulation of stored water for delivery to SWP Contractors.

8 (j) If in any year after DWR and the Contracting Officer have approved a
9 schedule or any revision thereof submitted in accordance within subdivision (a) and (b) of Article
10 4, and if the United States and/or DWR are unable to make water available in the quantities and at
11 the times requested in the schedule and the Contractor does not elect to receive and does not receive
12 such water at other times during such year, then the Contractor shall be entitled to an adjustment as
13 provided in Articles 7(c), 8(d), and 10.

14 TIME FOR DELIVERY OF WATER

15 4. (a) On or about February 15 of each Calendar Year, the Contracting Officer shall
16 declare the amount of Project Water estimated to be made available to the Contractor pursuant to this
17 interim renewal contract for the upcoming Year. The declaration will be updated monthly, as
18 necessary, based on current hydrologic conditions. The Contracting Officer shall make available the
19 forecast of Project operations, with relevant supporting information, upon the written request of the
20 Contractor or its representatives. Upon written request of the Contractor, the Contracting Officer
21 shall provide the basis of the estimate.

22 (b) On or before each March 1, and at such other times as necessary, the
23 Contractor, after approval of KCWA on behalf of the Contractor, shall submit to DWR and the
24 Contracting Officer a written schedule satisfactory to the Contracting Officer and consistent with the

1 criteria specified in the Operations Manual. The written schedule shall show the times, and
2 quantities by month of Project Water to be made available by the United States for delivery to the
3 Contractor during the upcoming Year pursuant to this interim renewal contract, and, consistent with
4 subdivision (a) of Article 3 herein.

5 (c) Subject to the conditions set forth in subdivision (a), Article 3, the United
6 States and DWR shall deliver Project Water to the Contractor in accordance with the approved
7 schedule submitted by the Contractor pursuant to subdivision (b) of this Article, or any approved
8 revision(s) thereto submitted within a reasonable time prior to the date(s) on which the requested
9 change(s) is/are to be implemented.

10 (d) Scheduling and delivery of Project Water to the Contractor shall be in
11 accordance with detailed procedures set forth in the Operations Manual as it may be amended from
12 time to time.

13 POINT OF DIVERSION AND RESPONSIBILITY FOR DISTRIBUTION OF WATER

14 5. (a) The Project Water to be furnished to the Contractor by the Contracting Officer
15 pursuant to this interim renewal contract shall be made available to the Contractor at a point or
16 points of delivery mutually agreed to in writing by the Contracting Officer, DWR and the Contractor
17 either on Project and/or State Facilities or another location or locations. The parties acknowledge
18 that Project Water to be furnished to the Contractor pursuant to this interim renewal contract shall
19 be delivered to the Contractor by direct delivery via the Cross Valley Canal and/or by exchange
20 arrangements involving Arvin-Edison Water Storage District or others. The parties further
21 acknowledge that such exchange arrangements are not transfers subject to Section 3405(a) of
22 CVPIA. Notwithstanding Article 9, such exchange arrangements, other than the previously approved
23 exchange arrangements with Arvin-Edison Water Storage District, shall be submitted to the
24 Contracting Officer for approval in accordance with the same criteria historically applied by the

1 Contracting Officer or with the then existing Project-wide criteria. DWR shall have no obligation
2 to make such exchange arrangements or be responsible for water transported in facilities that are not
3 a part of the SWP.

4 (b) When Project Water is made available by the Contracting Officer at Clifton
5 Court Forebay, DWR shall provide to the Contractor, subject to the availability of capacity as
6 determined by DWR, conveyance from the Delta and storage in DWR's share of storage at San Luis
7 Reservoir, if necessary, of such Project Water consistent with the following provisions and the
8 Operations Manual;

9 (1) The United States shall deliver or cause to be delivered into the State's
10 Clifton Court Forebay, Project Water in such quantities and of such quality as shall be sufficient to
11 perform the United State's and DWR's obligation to furnish water to the Contractor as set forth in
12 this interim renewal contract. Such deliveries into Clifton Court Forebay shall be made at such times
13 and rates of flow as the Contracting Officer and DWR shall agree.

14 (2) DWR, in accordance with an approved Project Water delivery
15 schedule, shall convey the amount of water delivered into DWR's Clifton Court Forebay by the
16 Contracting Officer directly: (i) to the Cross Valley Canal turnout in Reach 12E of the California
17 Aqueduct or to other points of diversion mutually agreed to in writing by DWR and the Contractor,
18 or (ii) to DWR or federal share of storage in San Luis Reservoir for later release and delivery to the
19 Contractor or (iii) to replace water delivered to the Contractor from DWR's share of San Luis
20 Reservoir prior to DWR receiving Project Water from the United States, to the extent DWR
21 determines that capacity (and water in the event of an exchange) is available for such conveyance,
22 storage, or exchange (if any). Such deliveries of Project Water shall be required to be made in a
23 manner which will not increase the cost of or adversely affect SWP operations and the quantity or
24 quality of water deliveries to SWP Contractors.

1 (3) If DWR delivers water to the Contractor from DWR's share of storage
2 in San Luis Reservoir prior to the United States providing Project Water at DWR's Clifton Court
3 Forebay, the United States shall return a like amount of water to DWR pursuant to the procedures
4 set forth in the Operations Manual.

5 (4) The total amount of Project Water delivered at Clifton Court Forebay
6 to DWR by the United States shall include water to compensate DWR for water conveyance and
7 storage losses incurred in the delivery of Project Water to the Contractor. The amount of such
8 conveyance and storage losses will be determined pursuant to procedures set forth in the Operations
9 Manual.

10 (5) Project Water received by DWR at Clifton Court Forebay for
11 conveyance and/or storage for delivery to the Contractor will be commingled with waters of DWR
12 which are pumped through facilities of the California Aqueduct and with other waters of both the
13 United States and DWR in the joint use facilities of the San Luis Unit.

14 (6) Priorities for use of DWR's share of storage at San Luis Reservoir for
15 storage of Project Water shall be subject to all DWR obligations to the SWP operations and SWP
16 Contractors and to the criteria specified in the Operations Manual.

17 (7) Subject to the necessary arrangements, the United States shall transmit
18 or cause to be transmitted, by exchange or otherwise, such quantities of power as shall be required
19 by DWR to pump through its Delta Pumping Plant and its share of Dos Amigos Pumping Plant, the
20 quantities of Project Water transported into Clifton Court Forebay pursuant to (1) of this subsection.

21 (8) DWR shall furnish the Contracting Officer with such information as
22 the Contracting Officer and DWR agree is needed regarding the timing and quantities of power
23 required by DWR to pump Project Water. Such information shall be exchanged between the United
24 States and DWR in accordance with provisions set forth in the Operations Manual.

1 (9) The United States and DWR may, under terms and conditions
2 satisfactory to both, and in accordance with applicable law, exchange water and/or power necessary
3 for delivery of Project Water to the Contractor under terms of this interim renewal contract. Such
4 exchange shall be in accordance with the provisions set forth in the Operations Manual.

5 (c) To the extent that Friant Division Project Water exceeds Contract demand and
6 other Project purposes, as determined by the Contracting Officer, and if the Contractor so requests,
7 the Contracting Officer, subject to Article 3(d), shall make Project Water provided for in Article 3
8 (a) of this interim renewal contract available from such Friant Division supplies.

9 (d) Project Water may be provided by the Contracting Officer to the Contractor,
10 at the Contractor's request, through federal delta diversion and conveyance facilities and/or stored
11 in the federal share of storage at San Luis Reservoir for reregulation for later delivery to the
12 Contractor to the extent such diversion, conveyance and/or storage does not diminish the ability of
13 the Project to deliver Project Water to users in the Delta Division, San Luis Unit and San Felipe
14 Division service areas or to meet other legal obligations of the Project. The Contractor asserts that
15 it has rights to utilize Project facilities, including, but not limited to, those constructed pursuant to
16 the Act of June 3, 1960 (Public Law 86-488). The Contracting Officer disagrees with this assertion.
17 The parties agree that this interim renewal contract preserves the rights and positions of the parties
18 with respect to use of Project facilities arising pursuant to Contract No. 14-06-200-8292A, and the
19 inclusion or omission of language in this interim renewal contract is not intended to be, nor shall it
20 be interpreted as, a waiver of any such rights should they later be determined to exist by a court of
21 competent jurisdiction or by mutual agreement of the parties.

22 (e) Irrigation Water furnished to the Contractor pursuant to this interim renewal
23 contract shall be delivered by the Contractor in accordance with any applicable land classification
24 provisions of Federal Reclamation law and the associated regulations. Project Water shall not be

1 delivered to land outside the Contractor's boundaries or, if applicable, Subcontractor's boundaries
2 unless approved in advance by the Contracting Officer.

3 (f) All Project Water delivered to the Contractor pursuant to this interim renewal
4 contract shall be measured and recorded with equipment furnished, installed, operated and
5 maintained by the United States or the responsible Operating Non-Federal Entity or DWR at the
6 point or points of delivery established pursuant to subdivisions (a) and (b) of this Article. Upon the
7 request of any party to this interim renewal contract, the Contracting Officer or DWR shall
8 investigate the accuracy of such measurements and shall take any necessary steps to adjust any errors
9 appearing therein. The Contractor shall advise the Contracting Officer on or before the tenth (10th)
10 calendar day of each month of the quantity of M&I Water taken during the preceding month.

11 (g) Neither the United States nor any Operating Non-Federal Entity nor DWR
12 shall be responsible for the control, carriage, handling, use, disposal, or distribution of Project Water
13 made available to the Contractor pursuant to this interim renewal contract beyond the delivery points
14 specified in subdivisions (a) and (b) of this Article. The Contractor shall indemnify the United States
15 and DWR and their respective officers, employees, agents and assigns on account of damage or
16 claim of damage of any nature whatsoever for which there is legal responsibility, including property
17 damage, personal injury or death arising out of or connected with the control, carriage, handling, use,
18 disposal, or distribution of such Project Water beyond such delivery points, except for any damage
19 or claim arising out of (i) acts performed by the United States, DWR or any of their officers,
20 employees, agents or assigns, including any responsible Operating Non-Federal Entity, with the
21 intent of creating the situation resulting in any damage or claim, (ii) willful misconduct of the United
22 States or DWR or any of their officers, employees, agents, or assigns, including any responsible
23 Operating Non-Federal Entity, or (iii) negligence of the United States or DWR or any of their
24 officers, employees, agents or assigns including any responsible Operating Non-Federal Entity. In

1 the event any such claim or liability, referenced in this Article or otherwise arising from this
2 Agreement, is made against DWR, its officers or its employees, the Contractor agrees to defend,
3 indemnify and hold each of them harmless from such claim to the extent such claim does not arise
4 from an error or omission of DWR related to the control, carriage, handling, use, disposal, or
5 distribution of Project Water made available to the Contractor by the United States.

6 MEASUREMENT OF WATER WITHIN THE DISTRICT

7 6. (a) The Contractor shall ensure that, unless the Contractor has established an
8 alternative measurement program satisfactory to the Contracting Officer, all surface water delivered
9 for irrigation purposes within the Contractor's or, if applicable, Subcontractor's boundaries or, if
10 applicable, Subcontractor's boundaries is measured at each agricultural turnout and such water
11 delivered for municipal and industrial purposes is measured at each municipal and industrial service
12 connection. All water measuring devices or water measuring methods of comparable effectiveness
13 must be acceptable to the Contracting Officer. The Contractor shall be responsible for installing,
14 operating, and maintaining and repairing all such measuring devices and implementing all such water
15 measuring methods at no cost to the United States. The Contractor shall use the information
16 obtained from such water measuring devices or water measuring methods to ensure proper
17 management of the water; to bill water users for water delivered by the Contractor; and, if applicable,
18 to record water delivered for municipal and industrial purposes by customer class as defined in its
19 water conservation plan. Nothing herein contained, however, shall preclude the Contractor from
20 establishing and collecting any charges, assessments or other revenues authorized by California law.
21 The Contractor shall include a summary of its annual surface water deliveries in the annual report
22 described in Article 25(d).

23 (b) Omitted.

24 (c) All new surface water delivery systems installed within the Contractor's

1 boundaries or, if applicable, Subcontractor's boundaries after the effective date of this interim
2 renewal contract shall also comply with the measurement provisions described in subdivision (a) of
3 this Article.

4 (d) The Contractor shall inform the Contracting Officer and DWR in writing by
5 April 30 of each Year of the monthly volume of surface water delivered within the Contractor's
6 boundaries or, if applicable, Subcontractor's boundaries during the previous Year.

7 RATES AND METHOD OF PAYMENT TO THE UNITED STATES FOR WATER

8 7. (a) The Contractor shall pay the United States in monthly payments as provided
9 in this Article for the quantities of Delivered Water furnished to the Contractor pursuant to this
10 interim renewal contract. Such payments shall consist of the applicable Rates and Charges
11 determined annually in accordance with applicable Federal law and associated regulations. The
12 Rates and Charges applicable upon execution of this interim renewal contract are set forth in Exhibit
13 "A."

14 (b) The Contracting Officer shall notify the Contractor of the Rates and Charges
15 as follows:

16 (1) Prior to July 1, of each Calendar Year, the Contracting Officer shall
17 provide the Contractor the preliminary calculation of the Charges that will be applied for the period
18 October 1, of the current Calendar Year, through September 30, of the following Calendar Year, and
19 identify the statutes, regulations and guidelines used as the basis for such calculations. On or before
20 September 15, of each Calendar Year, the Contracting Officer shall notify the Contractor in writing
21 of the Charges to be in effect during the period October 1, of the current Calendar Year, through
22 September 30, of the following Calendar Year, and such notification shall revise Exhibit "A."

23 (2) Prior to October 1 of each Calendar Year, the Contracting Officer shall
24 make available to the Contractor an estimate of the Rates of payment for the following Year,

1 including Rates for use of applicable Project facilities, including but not limited to San Luis
2 Reservoir, and the computations and cost allocations upon which those Rates are based. The
3 Contractor shall be allowed not less than two (2) months to review and comment on such
4 computations and cost allocations. By December 31 of each Calendar Year, the Contracting Officer
5 shall provide the Contractor with the final Rates to be in effect for the upcoming Year, and such
6 notification shall revise Exhibit "A."

7 (c) At the time the Contractor submits the initial schedule for the delivery of
8 Project Water for each Year pursuant to Article 4(b) of this interim renewal contract, the Contractor
9 shall pay the United States the total amount payable pursuant to the applicable Rate(s) for all Project
10 Water scheduled to be delivered pursuant to this interim renewal contract during the first two (2)
11 calendar months of the Year. Before the end of the first month or part thereof of the Year, and
12 before the end of each calendar month thereafter, the Contractor shall pay pursuant to the applicable
13 Rate(s) for all Project Water scheduled to be delivered pursuant to this interim renewal contract
14 during the second month immediately following. Adjustments between the payments for the
15 scheduled amount of Project Water and the appropriate payments for quantities of Delivered Water
16 furnished pursuant to this interim renewal contract each month shall be made before the end of the
17 following month: Provided, That any revised schedule submitted by the Contractor pursuant to
18 Article 4 which increases the amount of Project Water to be delivered pursuant to this interim
19 renewal contract during any month shall be accompanied with appropriate payment for Rates to
20 assure that Project Water is not furnished to the Contractor in advance of such payment. In any
21 month in which the quantity of Delivered Water furnished to the Contractor pursuant to this interim
22 renewal contract equals the quantity of Project Water scheduled and paid for by the Contractor, no
23 additional Project Water shall be made available to the Contractor unless and until payment of Rates
24 for such additional Project Water is made. Final adjustment between the payments of Rates for the

1 Project Water scheduled and the quantities of Delivered Water furnished during each Year pursuant
2 to its interim renewal contract shall be made as soon as possible but no later than April 30th of the
3 following Year.

4 (d) The Contractor shall pay all Charges owing for Delivered Water before the
5 end of the month following the month of delivery. Such amounts shall be consistent with the
6 quantities of Irrigation Water and M&I Water shown in the United States' water delivery report for
7 the subject month. The water delivery report shall be regarded by the Contractor as a bill for the
8 payment of appropriate Charges. Any monthly adjustment for overpayment or underpayment of
9 Charges shall be accomplished through the adjustment of Charges due to the United States in the
10 next month. By March 31, of each Year, the Contractor shall make any additional payment of
11 Charges it is obligated to make for Delivered Water furnished to the Contractor pursuant to its
12 interim renewal contract for the previous Year. The amount to be paid for past due payment of
13 Charges shall be computed pursuant to Article 19 of this interim renewal contract.

14 (e) The Contractor shall pay for any Project Water provided under Article 3(d)
15 or 3(e) as determined by the Contracting Officer pursuant to applicable statutes, regulations,
16 guidelines and policies.

17 (f) Payments to be made by the Contractor to the United States under this interim
18 renewal contract may be paid from any revenues available to the Contractor.

19 (g) Revenues received by the United States pursuant to this interim renewal
20 contract shall be allocated and applied in accordance with Federal Reclamation law, including but
21 not limited to, subsection 3 of Section 1 of the Act of July 2, 1956 (70 Stat. 483), and subsection (f)
22 of Section 3405, subsection (c)(1) of Section 3406 and subsection (d)(2)(A) of Section 3407 of the
23 CVPIA, and the associated regulations, including but not limited to, the Project Irrigation Water
24 ratesetting policy and the Project M&I Water ratesetting policy promulgated pursuant to the

1 Administrative Procedures Act.

2 (h) At the Contractor's request, the Contracting Officer shall provide to the
3 Contractor an accounting of all of the expenses allocated and the disposition of all revenues received
4 pursuant to this interim renewal contract in sufficient detail to allow the Contractor to determine that
5 the allocation of expenses and disposition of all revenues received was accomplished in conformance
6 with Federal Reclamation law and the associated regulations. The Contracting Officer and the
7 Contractor shall enter into good faith negotiations to resolve any discrepancies or disputes arising
8 out of said accounting or the Contractor's review thereof.

9 (i) The parties acknowledge and agree that the efficient administration of this
10 interim renewal contract is their mutual goal. Recognizing that experience has demonstrated that
11 mechanisms, policies and procedures used for establishing Rates and Charges, and/or for making and
12 allocating payments, other than those set forth in this Article would be in the mutual best interest of
13 the parties, it is expressly agreed that the parties may enter into agreements for alternative
14 mechanisms, policies and procedures for any of those purposes while this interim renewal contract
15 is in effect without amending this interim renewal contract.

16 (j) The Contractor and the Contracting Officer concur that at the time of
17 execution of this interim renewal contract, the Contractor has no non-interest bearing operation and
18 maintenance deficits accruing from Contract No. 14-06-200-8293A and shall have no further liability
19 therefor.

20 RATE AND METHOD OF PAYMENT FOR CONVEYANCE
21 AND OTHER SERVICES BY DWR

22 8. (a) To the extent Project Water is conveyed through State Facilities, payment of
23 the costs of conveyance of water through the State Facilities shall be made by the Contractor directly
24 to DWR. The charges and interest rates applicable upon execution of this interim renewal contract

1 are set forth in Exhibit "B." DWR shall invoice the Contractor monthly for all conveyance charges
 2 owing for the previous month. Payment by the Contractor to DWR shall be due thirty (30) days after
 3 the date of the invoice. Any payment not received within thirty (30) days after the date of the invoice
 4 shall be considered delinquent. Delinquent charges shall be calculated in accordance with Exhibit
 5 "B" of this interim renewal contract: Provided, That no interest shall be charged to or be paid by the
 6 Contractor unless such delinquency continues for more than thirty (30) days in total

7 (b) DWR shall notify the Contractor of revision to the charges as follows:

8 Prior to October 1, of each Calendar Year, DWR shall notify the Contractor in writing of the charges
 9 to be in effect during the following Calendar Year, and such notification shall revise Exhibit "B."

10 At the same time DWR shall provide to the Contractor a copy of the then most recent version of
 11 Appendix B of DWR Bulletin 132, which is the basis for calculating the charges to the Contractor
 12 to be in effect during that Calendar Year.

13 (c) DWR shall determine the charge per acre-foot for conveyance of water
 14 through the SWP each year to revise Exhibit "B" hereto as follows:

15 (1) When DWR provides conveyance directly from the Delta or from the
 16 federal share of storage at San Luis Reservoir, the unit conveyance charge shall equal the sum of the
 17 following, as determined by DWR:

18 (i) The equivalent unit transportation capital and Minimum
 19 OMP&R Costs for Reaches 1 through 12E, excluding Reach 3A, of the California Aqueduct;

20 (ii) The portion of the Delta Water Rate for Reaches 1, 2A, 2B and
 21 3 of the California Aqueduct;

22 (iii) The replacement component of the transportation Variable
 23 OM&R Costs for the Harvey O. Banks Delta Pumping Plant and DWR's share of the Dos Amigos
 24 Pumping Plant;

1 (iv) A charge to offset direct fish losses associated with pumping
2 at the Banks Pumping Plant, pursuant to the December 30, 1986, agreement between the California
3 Department of Fish and Game and DWR; and

4 (v) The incremental costs, if any, caused by the conveyance and
5 delivery of Project Water to the Contractor which, unless included in the increased charges to the
6 Contractor, would result in increased charges to the SWP Contractors or increased costs to DWR.

7 (2) When DWR provides conveyance from the States' share of storage in
8 San Luis Reservoir, the unit charge shall equal the sum of the following as determined by DWR:

9 (i) The San Luis Facilities portion of the Delta Water Rate;

10 (ii) The net unit energy cost to replace water in San Luis Reservoir;

11 and

12 (iii) The sum of all unit charges provided under subdivision (c)(1)
13 of this Article.

14 (d) Should DWR deliver Project Water to San Luis Reservoir on behalf of the
15 Contractor and it is later determined by DWR that capacity to store such Project Water in DWR's
16 share of San Luis Reservoir is no longer available because of need for such storage to meet SWP
17 operations and obligations to SWP Contractors and the Contractor cannot take delivery of such
18 Project Water, DWR shall relieve the Contractor of its obligations to pay DWR for all such Project
19 Water so transported, stored, and no longer available to the Contractor. DWR shall reimburse the
20 Contractor for payments which have previously been made to DWR for any such conveyed and
21 stored supply, less the administrative charge described in (f)

22 (e) If the Contractor is unable, fails or refuses to accept delivery of Project Water
23 made available by DWR in accordance with this interim renewal contract, such inability, failure or
24 refusal shall not relieve the Contractor of its obligation to pay DWR all associated conveyance costs.

1 (f) The Contractor shall pay DWR a monthly administrative charge specified in
2 Exhibit "B" for each month in which DWR conveys Project Water to the Contractor and for each
3 month in which DWR invoices the Contractor for delinquent charges.

4 TRANSFERS OR EXCHANGES OF WATER

5 9. The right to Project Water provided for in this interim renewal contract may be sold,
6 transferred, or exchanged to others for beneficial uses within the State of California if such sale,
7 transfer or exchange is authorized by applicable Federal laws, State laws, and applicable guidelines
8 or regulations then in effect. The right to sell, transfer or exchange Project Water shall include, and
9 the Contracting Officer and DWR shall apply this Article in a manner that does not impede or
10 restrict, lawful short-term sales, transfers, or exchanges of the type the Contractor historically carried
11 out with approval of the Contracting Officer under Contract No. 14-06-200-8293A. No sale, transfer
12 or exchange of the right to Project Water under this interim renewal contract may take place without
13 the prior written approval of the Contracting Officer and of DWR, if SWP Facilities are used to
14 convey such water.

15 APPLICATION OF PAYMENTS AND ADJUSTMENTS

16 10. (a) The amount of any overpayment by the Contractor shall be applied first to any
17 accrued indebtedness arising out of this interim renewal contract then due and payable by the
18 Contractor to DWR or United States. Any amount of such overpayment then remaining shall, at the
19 option of the Contractor, be refunded to the Contractor or credited upon amounts to become due to
20 the United States, or DWR from the Contractor under the provisions hereof in the following months.
21 With respect to overpayment, such adjustment shall constitute the sole remedy of the Contractor or
22 anyone having or claiming to have the right to the use of any of the water supply provided for herein.

23 (b) All advances for miscellaneous costs incurred for work requested by the
24 Contractor pursuant to Article 24 shall be adjusted to reflect the actual costs when the work has been

1 completed. If the advances exceed the actual costs incurred, the difference will be refunded to the
2 Contractor. If the actual costs exceed the Contractor's advances, the Contractor will be billed for the
3 additional costs pursuant to Article 24.

4 (c) In the event that the Contractor contests the accuracy of any statement
5 submitted to it by DWR pursuant to this interim renewal contract it shall give DWR notice thereof at
6 least ten (10) days prior to the day upon which payment of the stated amount is due. To the extent
7 that DWR finds that the Contractor's contentions regarding the statement are correct, it shall revise
8 the statement accordingly, and the Contractor shall make payment of the revised amounts on or
9 before the due date. To the extent that DWR does not find the Contractor's contentions to be correct,
10 or where time is not available for review of such contentions for correctness prior to due date, the
11 Contractor shall make payment of the stated amounts on or before the due date, but may make the
12 contested part of such payment under protest and seek to recover the amount thereof from DWR.

13 (d) If in any year, by reason of errors in computation or other causes, there is an
14 overpayment or underpayment to DWR by the Contractor of its charges provided for herein, the
15 amount of such overpayment or underpayment shall be credited or debited, as the case may be, to
16 the Contractor's account for the next succeeding year and DWR shall notify the Contractor thereof
17 in writing.

18 TEMPORARY REDUCTIONS--RETURN FLOWS

19 11. (a) Subject to: (i) the authorized purposes and priorities of the Project and the
20 SWP; and (ii) the obligations of the United States and DWR under existing contracts, or renewals
21 thereof, providing for water deliveries from the Project and the SWP, the Contracting Officer and
22 DWR shall make all reasonable efforts to optimize Project Water deliveries to the Contractor as
23 provided in this interim renewal contract.

24 (b) The United States or DWR may temporarily discontinue or reduce the quantity

1 of Project Water to be delivered to the Contractor as herein provided for the purposes of
2 investigation, inspection, maintenance, repair, or replacement of any of the Project or State Facilities
3 or any part thereof necessary for the delivery of Project Water to the Contractor, but so far as feasible
4 the Contracting Officer or DWR will give the Contractor due notice in advance of such temporary
5 discontinuance or reduction, except in case of emergency, in which case no notice need be given:
6 Provided, That the United States and DWR shall use their best efforts to avoid any discontinuance
7 or reduction in such service. Upon resumption of service after such reduction or discontinuance, and
8 if requested by the Contractor, the United States or DWR will, if capacity (and water in the event of
9 an exchange) is available, deliver the quantity of Project Water which would have been delivered
10 hereunder in the absence of such discontinuance or reduction, but only to the extent such delivery
11 can be made without adversely impacting SWP operations and deliveries to SWP contractors:
12 Provided, further, That with respect to any quantity of Project Water not delivered after a
13 discontinuance or reduction the Contractor shall be relieved of its scheduling and payment
14 obligations for such quantity of Project Water, except as to the administrative fee described in 8(f).

15 (c) The United States reserves the right to all seepage and return flow water
16 derived from water delivered to the Contractor hereunder which escapes or is discharged beyond the
17 Contractor's boundaries or, if applicable, Subcontractor's boundaries: Provided, That this shall not
18 be construed as claiming for the United States any right to seepage or return flow being put to
19 reasonable and beneficial use pursuant to this interim renewal contract within the Contractor's
20 boundaries or, if applicable, Subcontractor's boundaries by the Contractor or those claiming by,
21 through, or under the Contractor.

22 WATER SHORTAGE AND APPORTIONMENT

23 12. (a) In its operation of the Project, the Contracting Officer will use all reasonable
24 means to guard against a condition of shortage in the quantity of water to be made available to the

1 Contractor pursuant to this interim renewal contract. Insofar as determined by the Contracting
2 Officer to be practicable, the Contracting Officer will, in the event a shortage appears probable,
3 notify the Contractor of such determinations as soon as possible.

4 (b) If there is a reduction in the total water supply available to the Contractor
5 during any Year because of errors in physical operations of the Project, drought, or other physical
6 causes beyond the control of the Contracting Officer or actions taken by the Contracting Officer to
7 meet legal obligations, no liability shall accrue against the United States or any of its officers, agents,
8 or employees for any damage, direct or indirect, arising therefrom so long as actions based upon the
9 opinions or determinations of the Contracting Officer are consistent with the standards of Article 18.

10 (c) In any Year in which there may occur a shortage for any of the reasons
11 specified in subdivision (b) of this Article, the Contracting Officer shall apportion the available
12 Project Water supply among the Contractor and others entitled, under existing contracts and future
13 contracts (to the extent such future contracts are permitted under subsections (a) and (b) of Section
14 3404 of the CVPIA) and renewals thereof, to receive Project Water consistent with the contractual
15 obligations of the United States.

16 (d) DWR shall make all reasonable efforts consistent with sound fiscal policies,
17 and proper operating procedures to maintain the necessary facilities and to deliver Project Water to
18 the Contractor in accordance with the provisions of this interim renewal contract in such a manner
19 and at such times as such Project Water is scheduled by the Contractor: Provided, That such Project
20 Water has been furnished to DWR by the United States: And Provided, further, That in no event
21 shall any liability accrue against DWR or any of its officers, agents or employees for damage, direct
22 or indirect for failure to deliver Project Water to the Contractor on account of errors in operation,
23 drought, or any other cause beyond the control of DWR. Inasmuch as DWR is providing only
24 conveyance and storage services under this agreement, it bears no responsibility for the availability

1 of Project Water for such conveyance.

2 (e) If any of the parties to this interim renewal contract are precluded in whole
 3 or in part from delivering, conveying or receiving Project Water as a result of uncontrollable forces,
 4 all parties shall be relieved from the obligation to the extent they are reasonably unable to complete
 5 the obligation due to the uncontrollable force. Uncontrollable force shall include, but is not limited
 6 to, earthquakes, fires, tornados, floods and other natural disasters. Each party shall be responsible
 7 for payment of any costs incurred on its behalf by the other party(ies) before the occurrence of the
 8 uncontrollable force.

9 UNAVOIDABLE GROUNDWATER PERCOLATION

10 13. The Contractor shall not be deemed to have furnished Irrigation Water to Excess
 11 Lands or Ineligible Lands within the meaning of this interim renewal contract if such lands are
 12 irrigated with groundwater that reaches the underground strata as an unavoidable result of the
 13 furnishing of Irrigation Water by the Contractor to Eligible Lands.

14 COMPLIANCE WITH FEDERAL RECLAMATION LAW

15 14. This interim renewal contract shall be implemented in accordance with all applicable
 16 provisions of Federal Reclamation law, as amended and supplemented.

17 WATER AND AIR POLLUTION CONTROL

18
 19 15. The Contractor, in carrying out this interim renewal contract, shall comply with all
 20 applicable water and air pollution laws and regulations of the United States and the State of
 21 California, and shall obtain all required permits or licenses from the appropriate Federal, State, or
 22 local authorities.

23 QUALITY OF WATER

24 16. (a) Project and State Facilities used to make available and deliver Project Water
 25 to the Contractor pursuant to this interim renewal contract shall be operated and maintained to enable
 26 the United States and DWR to make available and deliver Project Water to the Contractor in

1 accordance with the water quality standards specified in subsection 2(b) of the Act of August 26,
2 1937 (50 Stat. 865), as added by Section 101 of the Act of October 27, 1986 (100 Stat. 3050) or
3 other existing Federal laws. The United States and DWR are under no obligation to construct or
4 furnish water treatment facilities to maintain or to better the quality of Project Water furnished to
5 the Contractor pursuant to this interim renewal contract. The United States and DWR do not warrant
6 the quality of Project Water made available and delivered to the Contractor pursuant to this interim
7 renewal contract.

8 (b) The operation and maintenance of Project Facilities shall be performed in such
9 manner as is practicable to maintain the quality of raw water made available through such facilities
10 at the highest level reasonably attainable as determined by the Contracting Officer. The Contractor
11 shall be responsible for compliance with all State and Federal water quality standards applicable to
12 surface and subsurface agricultural drainage discharges generated through the use of Federal or
13 Contractor facilities or Project Water provided by the Contractor within the Contractor's boundaries
14 or, if applicable, Subcontractor's boundaries. This Article shall not affect or alter any legal
15 obligations of the Secretary to provide drainage services.

16 WATER ACQUIRED BY THE CONTRACTOR OTHER THAN
17 FROM THE UNITED STATES

18 17. Water or water rights now owned or hereafter acquired by the Contractor or, if
19 applicable, Subcontractor other than from the United States and Irrigation Water furnished pursuant
20 to the terms of this interim renewal contract may be simultaneously transported through the same
21 distribution facilities of the Contractor or, if applicable, Subcontractor subject to the following: (i)
22 if the facilities utilized for commingling Irrigation Water and non-Project water were constructed
23 without funds made available pursuant to Federal Reclamation law, the provisions of Federal
24 Reclamation law will be applicable only to the Landholders of lands which receive Irrigation Water;

1 (ii) the eligibility of land to receive Irrigation Water must be established through the certification
 2 requirements as specified in the Acreage Limitation Rules and Regulations (43 CFR Part 426); (iii)
 3 the water requirements of Eligible Lands within the Contractor's boundaries or, if applicable,
 4 Subcontractor's boundaries can be established and the quantity of Irrigation Water to be utilized is
 5 less than or equal to the quantity necessary to irrigate such Eligible Lands; and (iv) if the facilities
 6 utilized for commingling Irrigation Water and non-Project water are constructed with funds made
 7 available pursuant to Federal Reclamation law, the non-Project water will be subject to Federal
 8 Reclamation law, until such funds have been repaid. Prior written approval from DWR must be
 9 obtained by the Contractor prior to conveyance of such water in State Facilities.

10 OPINIONS AND DETERMINATIONS

11 18. (a) Where the terms of this interim renewal contract provide for actions to be
 12 based upon the opinion or determination of either party to this interim renewal contract, said terms
 13 shall not be construed as permitting such action to be predicated upon arbitrary, capricious, or
 14 unreasonable opinions or determinations. Both parties, notwithstanding any other provisions of this
 15 interim renewal contract, expressly reserve the right to seek relief from and appropriate adjustment,
 16 including monetary damages, for any such arbitrary, capricious or unreasonable opinion or
 17 determination. Each opinion or determination by either party shall be provided in a timely manner.

18 (b) The Contracting Officer and DWR shall have the right to make determinations
 19 necessary to administer this interim renewal contract that are consistent with the expressed and
 20 implied provisions of this interim renewal contract, the laws of the United States and the State of
 21 California, and the rules and regulations promulgated by the Secretary and DWR. Such
 22 determinations shall be made in consultation with the Contractor to the extent reasonably practicable.

23 UNITED STATES CHARGES FOR DELINQUENT PAYMENTS

24 19. (a) The Contractor shall be subject to interest, administrative and penalty charges
 25

1 on delinquent installments or payments. When a payment is not received by the due date, the
2 Contractor shall pay an interest charge for each day the payment is delinquent beyond the due date.
3 When a payment becomes sixty (60) days delinquent, the Contractor shall pay an administrative
4 charge to cover additional costs of billing and processing the delinquent payment. When a payment
5 is delinquent ninety (90) days or more, the Contractor shall pay an additional penalty charge of six
6 percent (6%) per year for each day the payment is delinquent beyond the due date. Further, the
7 Contractor shall pay any fees incurred for debt collection services associated with a delinquent
8 payment.

9
10 (b) The interest charge rate shall be the greater of the rate prescribed quarterly in
11 the Federal Register by the Department of the Treasury for application to overdue payments, or the
12 interest rate of one-half of one percent (0.5%) per month prescribed by Section 6 of the Reclamation
13 Project Act of 1939 (Public Law 76-260). The interest charge rate shall be determined as of the due
14 date and remain fixed for the duration of the delinquent period.

15
16 (c) When a partial payment on a delinquent account is received, the amount
17 received shall be applied, first to the penalty, second to the administrative charges, third to the
18 accrued interest, and finally to the overdue payment.

19 20 EQUAL OPPORTUNITY

21
22 20. During the performance of this interim renewal contract, the Contractor agrees as
23 follows:

24 (1) The Contractor will not discriminate against any employee or applicant for
25 employment because of race, color, religion, sex, or national origin. The Contractor will take
26 affirmative action to ensure that applicants are employed, and that employees are treated during
27 employment, without regard to their race, color, religion, sex, or national origin. Such action shall
28 include, but not be limited to, the following: Employment, upgrading, demotion, or transfer;
29 recruitment or recruitment advertising; layoff or termination, rates of payment or other forms of
30 compensation; and selection for training, including apprenticeship. The Contractor agrees to post
31 in conspicuous places, available to employees and applicants for employment, notices to be provided
32 by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

33
34 (2) The Contractor will, in all solicitations or advertisements for employees
35 placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration
36 for employment without discrimination because of race, color, religion, sex, or national origin.

37
38 (3) The Contractor will send to each labor union or representative of workers with
39 which it has a collective bargaining agreement or other contract or understanding, a notice, to be
40 provided by the Contracting Officer, advising the said labor union or workers' representative of the
41 Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and
42 shall post copies of the notice in conspicuous places available to employees and applicants for
43 employment.

44
45 (4) The Contractor will comply with all provisions of Executive Order No. 11246
46 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the
47 Secretary of Labor.

1 (5) The Contractor will furnish all information and reports required by said
 2 amended Executive Order and by the rules, regulations, and orders of the Secretary of Labor, or
 3 pursuant thereto, and will permit access to its books, records, and accounts by the Contracting
 4 Officer and the Secretary of Labor for purposes of investigation to ascertain compliance with such
 5 rules, regulations, and orders.

6
 7 (6) In the event of the Contractor's noncompliance with the nondiscrimination
 8 clauses of this interim renewal contract or with any of the said rules, regulations, or orders, this
 9 interim renewal contract may be canceled, terminated, or suspended, in whole or in part, and the
 10 Contractor may be declared ineligible for further Government contracts in accordance with
 11 procedures authorized in said amended Executive Order, and such other sanctions may be imposed
 12 and remedies invoked as provided in said Executive Order, or by rule, regulation, or order of the
 13 Secretary of Labor, or as otherwise provided by law.

14
 15 (7) The Contractor will include the provisions of paragraphs (1) through (7) in
 16 every subcontract or purchase order unless exempted by the rules, regulations, or orders of the
 17 Secretary of Labor issued pursuant to Section 204 of said amended Executive Order, so that such
 18 provisions will be binding upon each subcontractor or vendor. The Contractor will take such action
 19 with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a
 20 means of enforcing such provisions, including sanctions for noncompliance: Provided, however,
 21 That in the event the Contractor becomes involved in, or is threatened with, litigation with a
 22 subcontractor or vendor as a result of such direction, the Contractor may request the United States
 23 to enter into such litigation to protect the interests of the United States.

24
 25 GENERAL OBLIGATION--BENEFITS CONDITIONED UPON PAYMENT

26
 27 21. (a) The obligation of the Contractor to pay the United States and DWR as
 28 provided in this interim renewal contract is a general obligation of the Contractor notwithstanding
 29 the manner in which the obligation may be distributed among the Contractor's water users and
 30 notwithstanding the default of individual water users in their obligations to the Contractor.

31 (b) If in any year the Contractor fails or is unable to raise sufficient funds by other
 32 means, the governing body of the Contractor shall levy upon all property within the Contractor's
 33 boundaries or, if applicable, Subcontractor's boundaries not exempt from taxation, a tax, a special
 34 tax, or assessment sufficient to provide for all payments due the United States and DWR under this
 35 interim renewal contract.

36 (c) Taxes or assessments levied by the governing body of the Contractor pursuant
 37 to subdivision (b) of this Article shall be enforced and collected by all officers of the Contractor
 38 charged with the duty of enforcing and collecting taxes or assessments levied by the Contractor.

1 (d) All money collected by way of taxes, special taxes, or assessments under this
2 article for payments due DWR shall be kept in a separate fund by the treasurer or other officer of the
3 Contractor charged with the safekeeping and disbursement of funds of the Contractor, and, upon the
4 written demand of DWR, the treasurer or other officer shall pay over to DWR all money in his
5 possession or control then due DWR under this interim renewal contract, which money shall be
6 applied by DWR to the satisfaction of the amount due under this interim renewal contract.

7 (e) In the event of failure, neglect, or refusal of any officer of the Contractor to
8 levy any tax or assessment necessary to provide payment by the Contractor under this interim
9 renewal contract, to enforce or to collect the tax or assessment, or to pay over to the United States
10 or DWR any money then due collected on the tax or assessment, either or both DWR and the United
11 States may take such action in a court of competent jurisdiction as they deem necessary to compel
12 the performance in their proper sequence of all such duties. Action taken pursuant hereto shall not
13 deprive DWR or United States or limit any remedy provided by this interim renewal contract or by
14 law for the recovery of money due or which may become due under this interim renewal contract.

15 (f) The payment of charges becoming due hereunder is a condition precedent to
16 receiving benefits under this interim renewal contract. The United States and DWR shall not make
17 water available to the Contractor through Federal or State Project facilities during any period in
18 which the Contractor may be in arrears in the advance payment of water rates due the United States.
19 The Contractor shall not furnish water made available pursuant to this interim renewal contract for
20 lands or parties which are in arrears in the advance payment of water rates levied or established by
21 the Contractor.

22 COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

23
24
25 22. (a) The Contractor shall comply with Title VI of the Civil Rights Act of 1964 (42
26 U.S.C. 2000d), Section 504 of the Rehabilitation Act of 1975 (P.L. 93-112, as amended), the Age
27 Discrimination Act of 1975 (42 U.S.C. 6101, et seq.) and any other applicable civil rights laws, as
28 well as with their respective implementing regulations and guidelines imposed by the U.S.
29 Department of the Interior and/or Bureau of Reclamation.

30
31 (b) These statutes require that no person in the United States shall, on the grounds
32 of race, color, national origin, handicap, or age, be excluded from participation in, be denied the
33 benefits of, or be otherwise subjected to discrimination under any program or activity receiving

1 financial assistance from the Bureau of Reclamation. By executing this interim renewal contract,
 2 the Contractor agrees to immediately take any measures necessary to implement this obligation,
 3 including permitting officials of the United States to inspect premises, programs, and documents.
 4

5 (c) The Contractor makes this agreement in consideration of and for the purpose
 6 of obtaining any and all Federal grants, loans, contracts, property discounts or other Federal financial
 7 assistance extended after the date hereof to the Contractor by the Bureau of Reclamation, including
 8 installment payments after such date on account of arrangements for Federal financial assistance
 9 which were approved before such date. The Contractor recognizes and agrees that such Federal
 10 assistance will be extended in reliance on the representations and agreements made in this Article,
 11 and that the United States reserves the right to seek judicial enforcement thereof.
 12

13 PRIVACY ACT COMPLIANCE

14
 15 23. (a) The Contractor shall comply with the Privacy Act of 1974 (5 U.S.C. 552a)
 16 (the Act) and the Department of the Interior rules and regulations under the Act (43 CFR 2.45 et
 17 seq.) in maintaining landholder acreage certification and reporting records, required to be submitted
 18 to the Contractor for compliance with Sections 206 and 228 of the Reclamation Reform Act of 1982
 19 (96 Stat. 1266), and pursuant to 43 CFR 426.10.
 20

21 (b) With respect to the application and administration of the criminal penalty
 22 provisions of the Act (5 U.S.C. 552a(I)), the Contractor and the Contractor's employees responsible
 23 for maintaining the certification and reporting records referenced in (a) of this Article are considered
 24 to be employees of the Department of the Interior. See 5 U.S.C. 552a(m).
 25

26 (c) The Contracting Officer or a designated representative shall provide the
 27 Contractor with current copies of the Interior Department Privacy Act regulations and the Bureau
 28 of Reclamation Federal Register Privacy Act System of Records Notice (Acreage Limitation--
 29 Interior, Reclamation-31) which govern the maintenance, safeguarding, and disclosure of
 30 information contained in the landholder's certification and reporting records.
 31

32 (d) The Contracting Officer shall designate a full-time employee of the Bureau
 33 of Reclamation to be the System Manager who shall be responsible for making decisions on denials
 34 pursuant to 43 CFR 2.61 and 2.64 amendment requests pursuant to 43 CFR 2.72. The Contractor
 35 is authorized to grant requests by individuals for access to their own records.
 36

37 (e) The Contractor shall forward promptly to the System Manager each proposed
 38 denial of access under 43 CFR 2.64; and each request for amendment of records filed under 43 CFR
 39 2.71; notify the requester accordingly of such referral; and provide the System Manager with
 40 information and records necessary to prepare an appropriate response to the requester. These
 41 requirements do not apply to individuals seeking access to their own certification and reporting
 42 forms filed with the Contractor pursuant to 43 CFR 426.10, unless the requester elects to cite the
 43 Privacy Act as a basis for the request.

1 CONTRACTOR TO PAY CERTAIN MISCELLANEOUS COSTS

2 24. In addition to all other payments to be made by the Contractor pursuant to this interim
3 renewal contract, the Contractor shall pay to the United States, within sixty (60) days after receipt
4 of a bill and detailed statement submitted by the Contracting Officer to the Contractor for such
5 specific items of direct cost incurred by the United States for work requested by the Contractor
6 associated with this interim renewal contract plus a percentage of such direct costs for administrative
7 and general overhead in accordance with applicable Bureau of Reclamation policy and procedures.
8 All such amounts referred to in this Article shall not exceed the amount agreed to in writing in
9 advance by the Contractor. This Article shall not apply to costs for routine contract administration.

10 WATER CONSERVATION

11 25. (a) Prior to the delivery of water provided from or conveyed through Federally
12 constructed or Federally financed facilities pursuant to this interim renewal contract, the Contractor
13 or, if applicable, Subcontractor shall be implementing an effective water conservation program based
14 on the Contractor's or, if applicable, Subcontractor's water conservation plan that has been
15 determined by the Contracting Officer to meet the conservation and efficiency criteria established
16 under Federal law. The water conservation program shall contain definite water conservation
17 objectives, appropriate economically feasible water conservation measures, and time schedules for
18 meeting those objectives.

19 (b) Should the combined amount of M&I Water delivered pursuant to subdivision
20 (a) of Article 3 during the term of this interim renewal contract equal or exceed 2,000 acre-feet , the
21 Contractor or, if applicable, Subcontractor shall implement the Best Management Practices identified
22 by and the time frames issued by the California Urban Water Conservation Council unless any such
23 practice is determined by the Contracting Officer to be inappropriate for the Contractor or, if
24 applicable, Subcontractor.

1 (c) As part of the water conservation program, the Contractor or, if applicable,
2 Subcontractor shall develop and be implementing a tiered block water pricing program that promotes
3 conservation and the efficient management of Project Water during the term of this contract. Such
4 pricing program for Project Water shall take into account all relevant circumstances, including
5 without limitation, water shortages imposed under this interim renewal contract and the availability
6 and cost of the Contractor's or, if applicable, Subcontractor's and individual water user's non-Project
7 alternative sources of supply, including groundwater and other non-Project water supplies, so that
8 the Contractor's or, if applicable, Subcontractor's pricing structure provides incentives for
9 conservation and the efficient management of overall water supply available to water users served
10 by the Contractor or, if applicable, Subcontractor. Provided, That no such tiered block water pricing
11 program need be implemented by the Contractor or, if applicable, Subcontractor if the Contracting
12 Officer determines, based on information provided by the Contractor or, if applicable, Subcontractor,
13 that (i) such a pricing structure will not result in significant conservation of water available for use
14 within the Contractor's or, if applicable, Subcontractor's boundaries, including groundwater or (ii)
15 other pricing program, conservation or management measures are more appropriate and/or will result
16 in comparable or better conservation of the water supplies available within the Contractor's or, if
17 applicable, Subcontractor's boundaries. Provided further, If the Contractor or, if applicable,
18 Subcontractor fails to, or elects not to, comply with this subdivision of Article 25, then any
19 subsequent interim renewal contract shall contain a tiered pricing contractual provision pursuant to
20 subsection (d) of Section 3405 of the CVPIA.

21 (d) The Contractor or, if applicable, Subcontractor shall submit to the Contracting
22 Officer by December 31, of each Calendar Year, an annual report on the status of its implementation
23 of the water conservation program.

1 EXISTING OR ACQUIRED WATER OR WATER RIGHTS

2 26. Except as specifically provided in Article 17 of this interim renewal contract, the
3 provisions of this interim renewal contract shall not be applicable to or affect water or water rights
4 now owned or hereafter acquired by the Contractor or, if applicable, Subcontractor or any user of
5 such water within the Contractor's boundaries or, if applicable, Subcontractor's boundaries from
6 other than the United States by the Contractor or, if applicable, Subcontractor. Any such water shall
7 not be considered Project Water under this interim renewal contract. In addition, this interim
8 renewal contract shall not be construed as limiting or curtailing any rights which the Contractor or,
9 if applicable, Subcontractor or any water user within the Contractor's boundaries or, if applicable,
10 Subcontractor's boundaries acquires or has available under any other contract pursuant to the Federal
11 Reclamation law.

12 OPERATION AND MAINTENANCE BY NON-FEDERAL ENTITY

13 27. (a) The responsibility for performing and, in some cases funding the O&M of all
14 or any portion of the Project facilities may be transferred to an Operating Non-Federal Entity by one
15 or more separate agreements between the United States and the Operating Non-Federal Entity. Any
16 such separate agreement(s) require the Operating Non-Federal Entity to perform the O&M in
17 compliance with the provisions of this interim renewal contract and shall not interfere with the rights
18 or obligations of the Contractor or the United States hereunder.

19 (b) If so notified in writing by the Contracting Officer, the Contractor shall pay
20 directly to such Operating Non-Federal Entity, in accordance with such notice: (i) That portion of
21 the Rate(s) to be paid the United States pursuant to this interim renewal contract which the
22 Contracting Officer determines is the Contractor's appropriate share of the O&M of the Project
23 facilities maintained by and/or transferred to the Operating Non-Federal Entity, and (ii) All
24 appropriate additional amounts charged or assessed by the Operating Non-Federal Entity for the

1 O&M of Project facility. Such direct payments to such Operating Non-Federal Entity shall not
 2 relieve the Contractor of its obligation to pay directly to the United States for its allocated share of
 3 remaining costs for the Project.

4 CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

5
 6 28. The expenditure or advance of any money or the performance of any obligation of the
 7 United States under this interim renewal contract shall be contingent upon appropriation or allotment
 8 of funds. Absence of appropriation or allotment of funds shall not relieve the Contractor from any
 9 obligations under this interim renewal contract. No liability shall accrue to the United States in case
 10 funds are not appropriated or allotted.

11
 12 BOOKS, RECORDS, AND REPORTS

13
 14 29. The Contractor shall establish and maintain accounts and other books and records
 15 pertaining to administration of the terms and conditions of this interim renewal contract, including:
 16 the Contractor's financial transactions, water supply data, and Project land and right-of-way
 17 agreements; the water users' land-use (crop census), landownership, land-leasing and water use data;
 18 and other matters that the Contracting Officer may require. Reports thereon shall be furnished to the
 19 Contracting Officer in such form and on such date or dates as the Contracting Officer may require.
 20 Subject to applicable Federal laws and regulations, each party to this interim renewal contract shall
 21 have the right during office hours to examine and make copies of the other party's books and records
 22 relating to matters covered by this interim renewal contract.

23
 24 ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATED

25
 26 30. (a) The provisions of this interim renewal contract shall apply to and bind the
 27 successors and assigns of the parties hereto, but no assignment or transfer of this interim renewal
 28 contract or any right or interest therein shall be valid until approved in writing by the Contracting
 29 Officer.

30
 31 (b) No assignment or transfer of any rights to use State Facilities authorized by
 32 this interim renewal contract shall be valid without advance written approval by DWR.

33 (b) The assignment of any right or interest in this interim renewal contract by a
 34 party shall not interfere with the rights or obligations of the other parties to this interim renewal
 35 contract absent the written concurrence of said other parties.

36 SEVERABILITY

37 31. In the event that a person or entity who is neither (i) a party to a Project interim

1 renewal contract, nor (ii) a person or entity that receives Project Water from a party to a Project
2 interim renewal contract, nor (iii) an association or other form of organization whose primary
3 function is to represent parties to Project interim renewal contracts, brings an action in a court of
4 competent jurisdiction challenging the legality or enforceability of a provision included in this
5 interim renewal contract and said person, entity, association, or organization obtains a final court
6 decision holding that such provision is legally invalid or unenforceable and the Contractor has not
7 intervened in that lawsuit in support of the plaintiff(s), the parties to this interim renewal contract
8 shall use their best efforts to (i) within thirty (30) days of the date of such final court decision
9 identify by mutual agreement the provisions in this interim renewal contract which must be revised,
10 and (ii) within three (3) months thereafter promptly agree on the appropriate revision(s). The time
11 periods specified above may be extended by mutual agreement of the parties. Pending the
12 completion of the actions designated above, to the extent it can do so without violating any
13 applicable provisions of law, the United States shall continue to make the quantities of Project Water
14 specified in this interim renewal contract available to the Contractor pursuant to the provisions of
15 this interim renewal contract which were not found to be legally invalid or unenforceable in the final
16 court decision.

17 OFFICIALS NOT TO BENEFIT

18
19 32. No Member of or Delegate to Congress, Resident Commissioner or official of the
20 Contractor or, if applicable, Subcontractor shall benefit from this interim renewal contract other than
21 as a water user or landowner in the same manner as other water users or landowners.
22

23 CHANGES IN CONTRACTOR'S OR SUBCONTRACTOR'S BOUNDARIES

24
25 33. While this interim renewal contract is in effect, no change may be made in the
26 Contractor's boundaries or, if applicable, Subcontractor's boundaries, by inclusion or exclusion of
27 lands, dissolution, consolidation, merger or otherwise, except upon the Contracting Officer's written
28 consent.
29

1 IN WITNESS WHEREOF, the parties hereto have executed this interim renewal contract as
2 of the day and year first above written.
3

4 THE UNITED STATES OF AMERICA
5

6
7 By: /s/ Kirk C. Rodgers
8 Acting Regional Director, Mid-Pacific Region
9 Bureau of Reclamation
10

11
12 Approved as to Legal Form and
13 Sufficiency:
14

15 THE DEPARTMENT OF WATER RESOURCES
16 OF THE STATE OF CALIFORNIA
17

18 By: /s/ David B. Anderson
19 Chief Counsel,
20 Department of Water Resources
21

22 By: /s/ Thomas M. Hannigan
23 Director,
24 Department of Water Resources
25

26 (SEAL)
27

28 THE COUNTY OF TULARE
29

30 By: /s/ Bill Maze
31 Chairman, Board of Supervisors

Attest:

By: /s/ Janet Hogan
County Clerk

By: /s/ W. Phil Mace
County Counsel

APPROVED AS TO LEGAL
FORM AND SUFFICIENCY

/s/ James E. Turner

OFFICE OF REGIONAL SOLICITOR
DEPARTMENT OF THE INTERIOR