

1
2
3
4
5
6

7
8
9
10

11
12
13
14
15

16

17
18
19
20
21
22
23
24
25
26
27
28

Irrigation and M&I
R.O. 10/31-2001
Rev. R.O. 11/01-2001
Rev. R.O. 11/12-2002
Contract No.
14-06-200-8601A-IR7

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
KERN-TULARE WATER DISTRICT
PROVIDING FOR PROJECT WATER SERVICE

THIS CONTRACT, made this 24th day of April, 2003,
in pursuance generally of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory or
supplementary thereto, including, but not limited to, the acts of August 26, 1937 (50 Stat. 844),
as amended and supplemented, August 4, 1939 (53 Stat. 1187), as amended and supplemented,
July 2, 1956 (70 Stat. 483), June 21, 1963 (77 Stat. 68), October 12, 1982 (96 Stat. 1263), as
amended and Title XXXIV of the Act of October 30, 1992 (106 Stat. 4706), all collectively
hereinafter referred to as Federal Reclamation law, between THE UNITED STATES OF
AMERICA, hereinafter referred to as the United States, THE DEPARTMENT OF WATER
RESOURCES OF THE STATE OF CALIFORNIA, hereinafter referred to as DWR, and KERN-
TULARE WATER DISTRICT, hereinafter referred to as the Contractor, a public agency of the
State of California, duly organized, existing, and acting pursuant to the laws thereof, with its
principal place of business in Bakersfield, California;

WITNESSETH, That:

29 EXPLANATORY RECITALS

30 WHEREAS, the United States, DWR, and the Contractor entered into an interim
31 renewal contract identified as Contract No. 14-06-200-8601A-IR6, hereinafter referred to as the
32 Existing Interim Renewal Contract, which provided for the continued water service to the
33 Contractor from March 1, 2002, through February 28, 2003; and

34 WHEREAS, the United States, DWR, and the Contractor believe that further
35 negotiations on the long-term renewal contract would be beneficial and mutually commit to
36 continue to negotiate to seek to reach agreement, and the Contractor has requested a subsequent
37 interim renewal contract pursuant to Article 2 (b)(1) of Interim Renewal Contract
38 No. 14-06-200-8601A-IR5; and

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

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

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

45 INCORPORATION AND REVISION OF EXISTING INTERIM RENEWAL CONTRACT

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

49 (a) The first sentence in Subdivision (a) of Article 1 of the Existing Interim
50 Renewal Contract is modified as follows: “This interim renewal contract shall be effective from
51 March 1, 2003, and shall remain in effect through February 29, 2004, and thereafter will be
52 renewed as described in Article 2(a) of Interim Renewal Contract No. 14-06-200-8601A-IR5 if a

53 long-term renewal contract has not been executed with an effective commencement date of
54 March 1, 2004.”

55 (b) Subdivision (b) of Article 1 of the Existing Interim Renewal Contract is
56 amended by deleting the date “February 15, 2003,” and replacing same with the date
57 “February 15, 2004.”

58 (c) Subdivision (c) of Article 1 of the Existing Interim Renewal Contract is
59 amended by deleting the dates “February 1, 2003,” “February 15, 2003,” and “February 28,
60 2003,” and replacing same with the dates “February 1, 2004,” “February 15, 2004,” and
61 “February 29, 2004,” respectively.

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

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

THE UNITED STATES OF AMERICA

By: /s/ Susan L. Ramos
For Regional Director, Mid-Pacific Region
Bureau of Reclamation

70 Approved as to Legal Form and
71 Sufficiency:

THE DEPARTMENT OF WATER RESOURCES
OF THE STATE OF CALIFORNIA

72 /s/ Peggy Bernardy
73 Chief, Counsel,
74 Department of Water Resources

By: /s/ Thomas M. Hannigan
Director
Department of Water Resources

75 (SEAL)

KERN-TULARE WATER DISTRICT

76
77
78
79
80 Attest:

By: /s/ Kent H. Stephens
President of the Board of Directors

81 /s/ John Zaninovich
82 Secretary