

1  
2  
3  
4  
5

R. O. Draft 12/12-2003  
R. O. Draft 11/06-2003  
Irrigation and/or M&I  
Contract No.  
14-06-200-8601A-IR8

6  
7  
8  
9

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

10  
11  
12  
13  
14  
15

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

16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27

THIS CONTRACT, made this 4<sup>th</sup> day of May, 2004, in  
pursuance generally of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory or  
supplementary thereto, including, but not limited to, the acts of August 26, 1937 (50 Stat. 844), as  
amended and supplemented, August 4, 1939 (53 Stat. 1187), as amended and supplemented, July 2,  
1956 (70 Stat. 483), June 21, 1963 (77 Stat. 68), October 12, 1982 (96 Stat. 1263), as amended and  
Title XXXIV of the Act of October 30, 1992 (106 Stat. 4706), all collectively hereinafter referred to  
as Federal Reclamation law, between THE UNITED STATES OF AMERICA, hereinafter referred  
to as the United States, 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;

28

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-IR5, hereinafter referred to as the  
32 Interim Renewal Contract, which provided for the continued water service to the Contractor  
33 following expiration of Contract No. 14-06-200-8601A; and

34 WHEREAS, the United States, DWR, and the Contractor have entered into successive  
35 renewals of the Interim Renewal Contract, the most recent of which is Contract No. 14-06-200-  
36 8601A-IR7, hereinafter referred to as the Existing Interim Renewal Contract from March 1, 2003,  
37 through February 29, 2004; and

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

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

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

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

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

53            INCORPORATION AND REVISION OF EXISTING INTERIM RENEWAL CONTRACT

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

57                    (a)        The first sentence in Subdivision (a) of Article 1 of the Existing Interim  
58 Renewal Contract is modified as follows: "This interim renewal contract shall be effective from  
59 March 1, 2004, and shall remain in effect through February 28, 2005, and thereafter will be renewed  
60 as described in Subdivision (a) of Article 2 of the Interim Renewal Contract."

61                    (b)        Subdivision (b) of Article 1 of the Existing Interim Renewal Contract is  
62 amended by deleting the date "February 15, 2004," and replacing same with the date  
63 "February 15, 2005."

64                    (c)        Subdivision (c) of Article 1 of the Existing Interim Renewal Contract is  
65 amended by deleting the dates "February 1, 2004," "February 15, 2004," and "February 29, 2004,"  
66 and replacing same with the dates "February 1, 2005," "February 15, 2005," and "February 28,  
67 2005," respectively.

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

70 APPROVED AS TO LEGAL THE UNITED STATES OF AMERICA  
FORM AND SUFFICIENCY  
71 */s/ James E. Turner*  
72 OFFICE OF REGIONAL SOLICITOR By: /s/ John F. Davis  
73 DEPARTMENT OF THE INTERIOR for Regional Director, Mid-Pacific Region  
74 Bureau of Reclamation

75 Approved as to Legal Form and THE DEPARTMENT OF WATER RESOURCES  
76 Sufficiency: OF THE STATE OF CALIFORNIA  
77  
78 /s/ David B. Andeson By: /s/ Lester A. Snow  
79 Chief Counsel Director  
80 Department of Water Resources Department of Water Resources

81 (SEAL) KERN-TULARE WATER DISTRICT  
  
82 By: /s/ Kent H. Stephens  
83 President of the Board of Directors

84 Attest:  
85  
86 /s/ John Zaninovich  
87 Secretary