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2
3 UNITED STATES
4 DEPARTMENT OF THE INTERIOR
5 BUREAU OF RECLAMATION
6 Central Valley Project, California

7 INTERIM RENEWAL CONTRACT AMONG THE UNITED STATES,
8 DEPARTMENT OF WATER RESOURCES
9 OF THE STATE OF CALIFORNIA,
10 AND
11 KERN-TULARE WATER DISTRICT
12 PROVIDING FOR PROJECT WATER SERVICE

13 THIS CONTRACT, made this _____ day of _____, 2010,
14 in pursuance generally of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory or
15 supplementary thereto, including, but not limited to, the acts of August 26, 1937 (50 Stat. 844),
16 as amended and supplemented, August 4, 1939 (53 Stat. 1187), as amended and supplemented,
17 July 2, 1956 (70 Stat. 483), June 21, 1963 (77 Stat. 68), October 12, 1982 (96 Stat. 1263),
18 as amended, and Title XXXIV of the Act of October 30, 1992 (106 Stat. 4706), all collectively
19 hereinafter referred to as Federal Reclamation law, among the UNITED STATES OF
20 AMERICA, hereinafter referred to as the United States, DEPARTMENT OF WATER
21 RESOURCES OF THE STATE OF CALIFORNIA, hereinafter referred to as DWR, and
22 KERN-TULARE WATER DISTRICT, hereinafter referred to as the Contractor, a public agency
23 of the State of California, duly organized, existing, and acting pursuant to the laws thereof;

24 WITNESSETH, That:

25 EXPLANATORY RECITALS

26 WHEREAS, the United States, DWR, and the Contractor entered into interim
27 renewal contract identified as Contract No. 14-06-200-8601A-IR5, hereinafter referred to as the

28 Interim Renewal Contract, which provided for the continued water service to the Contractor
29 following expiration of Contract No. 14-06-200-8601A, and

30 WHEREAS, the United States, DWR, and the Contractor have entered into
31 successive renewals of the Interim Renewal Contract, the most recent of which is Contract
32 No. 14-06-200-8601A-IR12, hereinafter referred to as the Existing Interim Renewal Contract,
33 from March 1, 2008, through February 28, 2010; and

34 WHEREAS, the United States, DWR, and the Contractor have made significant
35 progress in their negotiations of a long-term renewal contract, believe that further negotiations on
36 the long-term renewal contract would be beneficial, and mutually commit to continue to
37 negotiate to seek to reach agreement, but anticipate that the environmental documentation
38 necessary for execution of any long-term renewal contract will be delayed until March 2011, and
39 may be delayed further for reasons beyond the control of the parties; and

40 WHEREAS, the Contractor has requested a subsequent interim renewal contract
41 pursuant to subdivision (b)(1) of Article 2 of the Interim Renewal Contract and Article 1 of the
42 Existing Interim Renewal Contract; and

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

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

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

49 INCORPORATION AND REVISION OF
50 EXISTING INTERIM RENEWAL CONTRACT

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

54 (a) The first sentence in subdivision (a) of Article 1 of the Existing Interim
55 Renewal Contract is modified as follows: “This interim renewal contract shall be effective from
56 March 1, 2010, and shall remain in effect through February 29, 2012, and thereafter will be
57 renewed as described in subdivision (a) of Article 2 of the Interim Renewal Contract, if a
58 long-term renewal contract has not been executed with an effective commencement date of
59 March 1, 2012.”

60 (b) Subdivision (b) of Article 1 of the Existing Interim Renewal Contract is
61 amended by deleting the date “February 15, 2010,” and replacing same with the date
62 “February 15, 2012.”

63 (c) Subdivision (c) of Article 1 of the Existing Interim Renewal Contract is
64 amended by deleting the dates “February 1, 2010,” “February 15, 2010,” and “February 28,
65 2010,” and replacing same with the dates “February 1, 2012,” “February 15, 2012,” and
66 “February 29, 2012,” respectively.

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

69 UNITED STATES OF AMERICA

70 By: _____
71 Regional Director, Mid-Pacific Region
72 Bureau of Reclamation

73 Approved as to Legal Form and
74 Sufficiency: DEPARTMENT OF WATER RESOURCES
OF THE STATE OF CALIFORNIA

75 _____
76 Chief Counsel
77 Department of Water Resources By: _____
Director
Department of Water Resources

78 (SEAL) KERN-TULARE WATER DISTRICT

79 By: _____
80 President, Board of Directors

81 Attest:

82 _____
Secretary