

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

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

11 THIS CONTRACT, made this _____ day of _____, 2012,
12 in pursuance generally of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory or
13 supplementary thereto, including, but not limited to, the acts of August 26, 1937 (50 Stat. 844),
14 as amended and supplemented, August 4, 1939 (53 Stat. 1187), as amended and supplemented,
15 July 2, 1956 (70 Stat. 483), June 21, 1963 (77 Stat. 68), October 12, 1982 (96 Stat. 1263), as
16 amended, and Title XXXIV of the Act of October 30, 1992 (106 Stat. 4706), all collectively
17 hereinafter referred to as Federal Reclamation law, among the UNITED STATES OF
18 AMERICA, hereinafter referred to as the United States, DEPARTMENT OF WATER
19 RESOURCES OF THE STATE OF CALIFORNIA, hereinafter referred to as DWR, and the
20 KERN-TULARE WATER DISTRICT, hereinafter referred to as the Contractor, a public agency
21 of the State of California, duly organized, existing, and acting pursuant to the laws thereof;

22 WITNESSETH, That:

23 EXPLANATORY RECITALS

24 WHEREAS, the United States, DWR, and Rag Gulch Water District (Rag Gulch)
25 entered into interim renewal Contract (long-form interim renewal contract)

26 No. 14-06-200-8367A-IR1 which provided for the continued water service to Rag Gulch
27 following expiration of Contract No. 14-06-200-8367A; and

28 WHEREAS, the last long-form interim renewal contract between the United
29 States, DWR, and Rag Gulch is Contract No. 14-06-200-8367A-IR5, hereinafter referred to as
30 IR5; and

31 WHEREAS, the United States, DWR, and Rag Gulch have entered into
32 successive renewals of IR5, the most recent of which is Contract No.
33 14-06-200-8367A-IR12, hereinafter referred to as IR12, effective March 1, 2008, through
34 February 28, 2010; and

35 WHEREAS, the Contractor and the United States executed an agreement entitled
36 “Agreement For Assignment of Rag Gulch Water District’s Water Service Contract to
37 Kern-Tulare Water District” effective January 1, 2009, which assigned to the Contractor all rights,
38 duties, and obligations Rag Gulch in IR12; and

39 WHEREAS, the United States, DWR, and the Contractor have entered into a
40 successive renewal of IR12, the most recent of which is Contract No.
41 14-06-200-8367A-IR13A, hereinafter referred to as IR13, effective March 1, 2010, through
42 February 29, 2012; and

43 WHEREAS, the United States, DWR, and the Contractor have made significant
44 progress in their negotiations of a long-term renewal contract, believe that further negotiations on
45 the long-term renewal contract would be beneficial, and mutually commit to continue to
46 negotiate to seek to reach agreement, but anticipate that the environmental documentation
47 necessary for execution of any long-term renewal contract may be delayed for reasons beyond
48 the control of the parties; and

49 WHEREAS, the Contractor has requested a subsequent interim renewal contract
50 pursuant to IR13; and

51 WHEREAS, the United States has determined that the Contractor has to date
52 fulfilled all of its obligations under IR13; and

53 WHEREAS, the United States and DWR are willing to renew IR13 pursuant to
54 the terms and conditions set forth below; and

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

57 RENEWAL AND REVISION OF
58 CONTRACT NO. 14-06-200-8367A-IR13A

59 1. Except as specifically modified by this Contract, all provisions of IR13 are
60 renewed with the same force and effect as if they were included in full text with the exception of
61 Article 1 of IR13 thereof, which is revised as follows:

62 (a) The first sentence in subdivision (a) of Article 1 of IR13 is replaced with
63 the following language: “This Contract shall be effective from March 1, 2012, and shall remain
64 in effect through February 28, 2014, and thereafter will be renewed as described in Article 2 of
65 IR5 if a long-term renewal contract has not been executed with an effective commencement date
66 of March 1, 2014.”

67 (b) Subdivision (b) of Article 1 of IR13 is amended by deleting the date
68 “February 15, 2012,” and replacing same with the date “February 15, 2014.”

69 (c) Subdivision (c) of Article 1 of IR13 is amended by deleting the dates
70 “February 1, 2012”, “February 15, 2012”, and “February 29, 2012”, respectively, and
71 replacing same with the dates “February 1, 2014”, “February 15, 2014”, and “February 28,
72 2014”, respectively.

73 IN WITNESS WHEREOF, the parties hereto have executed this Contract as of
74 the day and year first above written.

75 UNITED STATES OF AMERICA

76 By: _____
77 Regional Director, Mid-Pacific Region
78 Bureau of Reclamation

79 Approved as to Legal Form and DEPARTMENT OF WATER RESOURCES
80 Sufficiency: OF THE STATE OF CALIFORNIA

81 _____ By: _____
82 Chief Counsel Director
83 Department of Water Resources Department of Water Resources

84 (SEAL)

85 KERN-TULARE WATER DISTRICT

86 By: _____
87 President, Board of Directors

88 Attest:

89 _____
90 Clerk, Board of Supervisors