

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

9 INTERIM RENEWAL CONTRACT AMONG THE UNITED STATES,
10 DEPARTMENT OF WATER RESOURCES
11 OF THE STATE OF CALIFORNIA,
12 AND
13 RAG GULCH WATER DISTRICT
14 PROVIDING FOR PROJECT WATER SERVICE

15 THIS CONTRACT, made this 31st day of May, 2006, in

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

26 WITNESSETH, That:

27 EXPLANATORY RECITALS

28 WHEREAS, the United States, DWR, and the Contractor entered into an interim
29 renewal contract identified as Contract No. 14-06-200-8367A-IR5, hereinafter referred to as the

30 Interim Renewal Contract, which provided for the continued water service to the Contractor
31 following expiration of Contract No. 14-06-200-8367A; and

32 WHEREAS, the United States, DWR, and the Contractor have entered into
33 successive renewals of the Interim Renewal Contract, the most recent of which is Contract No.
34 14-06-200-8367A-IR9, hereinafter referred to as the Existing Interim Renewal Contract, from
35 March 1, 2005, through February 28, 2006; and

36 WHEREAS, the United States, DWR, and the Contractor have made significant
37 progress in their negotiations of a long-term renewal contract, believe that further negotiations on
38 the long-term renewal contract would be beneficial, and mutually commit to continue to negotiate to
39 seek to reach agreement, but anticipate that the environmental documentation necessary for
40 execution of any long-term renewal contract will be delayed until March 2007 and may be delayed
41 further for reasons beyond the control of the parties; and

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

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

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

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

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

69 APPROVED AS TO LEGAL
FORM AND SUFFICIENCY
70 *James E. [Signature]*
71 OFFICE OF REGIONAL SOLICITOR
72 DEPARTMENT OF THE INTERIOR

UNITED STATES OF AMERICA
By: *John J. Davis*
Regional Director, Mid-Pacific Region
Bureau of Reclamation

73 Approved as to Legal Form and
74 Sufficiency:

75 *David A. Sanders*
76 Chief Counsel (acting)
77 Department of Water Resources

DEPARTMENT OF WATER RESOURCES
OF THE STATE OF CALIFORNIA
By: *[Signature]*
Director
Department of Water Resources

78 (SEAL)

RAG GULCH WATER DISTRICT
By: *[Signature]*
~~Chairman, Board of Supervisors~~
President, Board of Directors

81 Attest:
82 *[Signature]*
83 Secretary

84 (H:\pub440\Interim Renewal Contracts - Drafts, charts, etc.\2006-2007 IRC's\CVC Revised 12-14-
85 05\CVC-Rag Gulch 12 mo-(3-1-06 - 2-28-07) Revised 12-15-05.doc)
1

BEFORE THE BOARD OF DIRECTORS OF THE
RAG GULCH WATER DISTRICT

RESOLUTION NO. 2006-1

AUTHORIZING EXECUTION OF INTERIM
RENEWAL WATER SERVICE CONTRACT BETWEEN
THE UNITED STATES AND RAG GULCH-WATER DISTRICT
(CONTRACT NO. 14-06-200-8367A-IR10)

WHEREAS, this District entered into a contract for furnishing water to the District, with the United States of America, dated November 30, 1976, Contract No. 14-06-200-8367A, which was subsequently amended; and

WHEREAS, the original Contract was renewed by that certain Interim Renewal Contract dated February 29, 1996, Contract No. 14-06-200-8367A-IR1 for a term of two years ending on February 28, 1998, which was renewed by that certain Interim Renewal Contract dated February 28, 1998, Contract No. 14-06-200-8367A-IR2 for a term of two years ending on February 28, 2000, Contract No. 14-06-200-8367A-IR3 for a term of nine months ending November 30, 2000, Contract No. 14-06-8367A-IR4 for a three-month term ending February 29, 2001, Contract No. 14-06-8367A-IR5 for a term of one year ending February 28, 2002, Contract No. 14-06-8367A-IR6 for a term of one year ending February 28, 2003; Contract No. 14-06-8367A-IR7 for a term of one year ending February 28, 2004; Contract No. 14-06-8367A-IR8 for a term of one year ending February 28, 2005, and Contract No. 14-06-8367A-IR9 for a term of one year ending February 28, 2006; and

WHEREAS, in the event the parties do not execute a long-term renewal contract it is in the best interest of the District that the District on an interim basis renew its water service contract with the United States of America pursuant to the Act of Congress of July 2, 1956 (70 Stat. 483) and Section 3404(c)(1) of the Central Valley Project Improvement Act, Title XXXIV of the Act of October 30, 1992 (106 Stat. 4706) ("CVPIA"), thereby providing continued water service to lands within the District; and

WHEREAS, in connection with execution of such interim renewal contract, a Notice of Determination was made by Lower Tule River Irrigation District, who is the lead agency.

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF DIRECTORS THAT:

1. The foregoing findings are true and correct.
2. The President and Secretary of the District are authorized and directed to execute on behalf of the District the interim renewal contract, entitled, "Interim Renewal Contract Between the United States and the District Providing for Project Water Service," Interim Renewal Contract No. 14-06-200-8367A-IR10, substantively in the form attached hereto as Exhibit A if for any reason the District, the United States and/or the State of California are not able to or fail to execute a long-term renewal contract effective March 1, 2006.
3. The District's officers and staff are authorized and directed to do all things necessary and proper to carry out the foregoing.
4. That a certified copy of this resolution shall forthwith be prepared and transmitted by the District's Secretary to the Bureau of Reclamation.

ALL THE FOREGOING, being on motion of Director Pandol and seconded by Director Zaninovich was authorized by the following vote, to wit:

AYES: Caratan, Holmes, Pandol, Stephens, and Zaninovich

NOES:

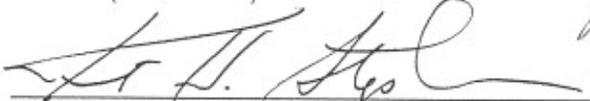
ABSENT:

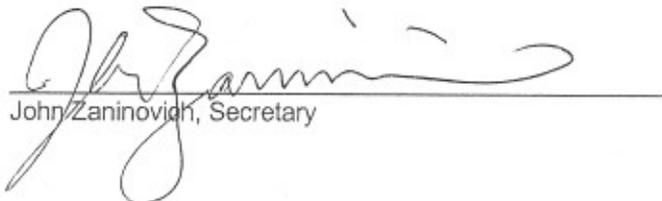
ABSTAIN:

I **HEREBY CERTIFY** that the foregoing resolution is the resolution of said District as duly passed and adopted by said Board of Directors on the 14th day of February, 2006.

WITNESS my hand and seal of the Board of Directors this 14th day of February, 2006.

(District Seal)


Kent H. Stephens, President


John Zaninovich, Secretary

BEFORE THE BOARD OF DIRECTORS OF THE
RAG GULCH WATER DISTRICT

RESOLUTION NO. 2006-1

AUTHORIZING EXECUTION OF INTERIM
RENEWAL WATER SERVICE CONTRACT BETWEEN
THE UNITED STATES AND RAG GULCH-WATER DISTRICT
(CONTRACT NO. 14-06-200-8367A-IR10)

WHEREAS, this District entered into a contract for furnishing water to the District, with the United States of America, dated November 30, 1976, Contract No. 14-06-200-8367A, which was subsequently amended; and

WHEREAS, the original Contract was renewed by that certain Interim Renewal Contract dated February 29, 1996, Contract No. 14-06-200-8367A-IR1 for a term of two years ending on February 28, 1998, which was renewed by that certain Interim Renewal Contract dated February 28, 1998, Contract No. 14-06-200-8367A-IR2 for a term of two years ending on February 28, 2000, Contract No. 14-06-200-8367A-IR3 for a term of nine months ending November 30, 2000, Contract No. 14-06-8367A-IR4 for a three-month term ending February 29, 2001, Contract No. 14-06-8367A-IR5 for a term of one year ending February 28, 2002, Contract No. 14-06-8367A-IR6 for a term of one year ending February 28, 2003; Contract No. 14-06-8367A-IR7 for a term of one year ending February 28, 2004; Contract No. 14-06-8367A-IR8 for a term of one year ending February 28, 2005, and Contract No. 14-06-8367A-IR9 for a term of one year ending February 28, 2006; and

WHEREAS, in the event the parties do not execute a long-term renewal contract it is in the best interest of the District that the District on an interim basis renew its water service contract with the United States of America pursuant to the Act of Congress of July 2, 1956 (70 Stat. 483) and Section 3404(c)(1) of the Central Valley Project Improvement Act, Title XXXIV of the Act of October 30, 1992 (106 Stat. 4706) ("CVPIA"), thereby providing continued water service to lands within the District; and

WHEREAS, in connection with execution of such interim renewal contract, a Notice of Determination was made by Lower Tule River Irrigation District, who is the lead agency.

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF DIRECTORS THAT:

1. The foregoing findings are true and correct.
2. The President and Secretary of the District are authorized and directed to execute on behalf of the District the interim renewal contract, entitled, "Interim Renewal Contract Between the United States and the District Providing for Project Water Service," Interim Renewal Contract No. 14-06-200-8367A-IR10, substantively in the form attached hereto as Exhibit A if for any reason the District, the United States and/or the State of California are not able to or fail to execute a long-term renewal contract effective March 1, 2006.
3. The District's officers and staff are authorized and directed to do all things necessary and proper to carry out the foregoing.
4. That a certified copy of this resolution shall forthwith be prepared and transmitted by the District's Secretary to the Bureau of Reclamation.

ALL THE FOREGOING, being on motion of Director Pandol and seconded by Director Zaninovich was authorized by the following vote, to wit:

AYES: Caratan, Holmes, Pandol, Stephens, and Zaninovich

NOES:

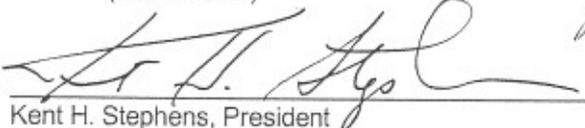
ABSENT:

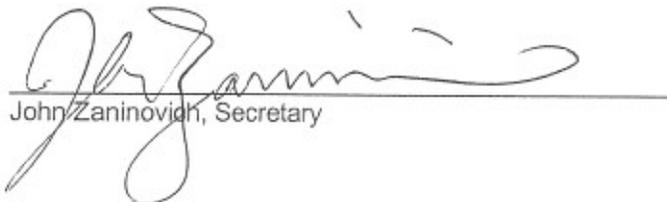
ABSTAIN:

I **HEREBY CERTIFY** that the foregoing resolution is the resolution of said District as duly passed and adopted by said Board of Directors on the 14th day of February, 2006.

WITNESS my hand and seal of the Board of Directors this 14th day of February, 2006.

(District Seal)


Kent H. Stephens, President


John Zaninovich, Secretary