

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 KERN-TULARE WATER DISTRICT
10 PROVIDING FOR PROJECT WATER SERVICE

11 THIS CONTRACT, made this _____ day of _____, 2016,
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, the 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) No. 14-06-200-8367A-IR1,

26 which provided for the continued water service to Rag Gulch following expiration of
27 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.14-06-200-8367A-IR12,
33 hereinafter referred to as IR12, effective March 1, 2008, through February 28, 2010; and

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

38 WHEREAS, the United States, DWR, and the Contractor have entered into a
39 successive renewal of IR12, the most recent of which is Contract No.14-06-200-8367A-IR15A,
40 hereinafter referred to as IR15, effective March 1, 2014, through February 29, 2016; and

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

47 WHEREAS, the Contractor has requested a subsequent interim renewal contract
48 pursuant to IR15; and

49 WHEREAS, the United States has determined that the Contractor has to date
50 fulfilled all of its obligations under IR15; and

51 WHEREAS, the United States and DWR are willing to renew IR15 pursuant to
52 the terms and conditions set forth below;

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

55 RENEWAL AND REVISION OF
56 CONTRACT NO. 14-06-200-8367A-IR15A

57 1. Except as specifically modified by this Contract, all provisions of IR15 are
58 renewed with the same force and effect as if they were included in full text with the exception of
59 Article 1 of IR15 thereof, which is revised as follows:

60 (a) The first sentence in subdivision (a) of Article 1 of IR15 is replaced with
61 the following language: “This Contract shall be effective from March 1, 2016, and shall remain
62 in effect through February 28, 2018, and thereafter will be renewed as described in Article 2 of
63 IR5 if a long-term renewal contract has not been executed with an effective commencement date
64 of March 1, 2018.”

65 (b) Subdivision (b) of Article 1 of IR15 is amended by deleting the date
66 “February 15, 2016,” and replacing same with the date “February 15, 2018.”

67 (c) Subdivision (c) of Article 1 of IR15 is amended by deleting the dates
68 “February 1, 2016”, “February 15, 2016”, and “February 29, 2016”, respectively, and
69 replacing same with the dates “February 1, 2018”, “February 15, 2018”, and
70 “February 28, 2018”, respectively.

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

73 UNITED STATES OF AMERICA

74 By: _____
75 Regional Director, Mid-Pacific Region
76 Bureau of Reclamation

77 Approved as to Legal Form and DEPARTMENT OF WATER RESOURCES
78 Sufficiency: OF THE STATE OF CALIFORNIA

79 _____ By: _____
80 Chief Counsel Director
81 Department of Water Resources Department of Water Resources

82 (SEAL)
83 KERN-TULARE WATER DISTRICT

84 By: _____
85 President, Board of Directors

86 Attest:

87 _____
88 Clerk, Board of Supervisors