

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

7 INTERIM RENEWAL CONTRACT BETWEEN THE UNITED STATES
8 AND
9 CITY OF AVENAL
10 PROVIDING FOR PROJECT WATER SERVICE
11 SAN LUIS UNIT AND DELTA DIVISION

12 THIS CONTRACT, made this ____ day of _____, 20____,

13 in pursuance generally of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory or
14 supplementary thereto, including, but not limited to, the acts of August 26, 1937 (50 Stat. 844),
15 as amended and supplemented, August 4, 1939 (53 Stat. 1187), as amended and supplemented,
16 July 2, 1956 (70 Stat. 483), June 3, 1960 (74 Stat. 156), June 21, 1963 (77 Stat. 68), October 12,
17 1982 (96 Stat. 1263), October 27, 1986 (100 Stat. 3050), as amended, and Title XXXIV of the
18 Act of October 30, 1992 (106 Stat. 4706), all collectively hereinafter referred to as Federal
19 Reclamation law, between the UNITED STATES OF AMERICA, hereinafter referred to as the
20 United States, and the CITY OF AVENAL, hereinafter referred to as the Contractor, a public
21 agency of the State of California, duly organized, existing, and acting pursuant to the laws
22 thereof;

23 WITNESSETH, That:

24 EXPLANATORY RECITALS

25 [1st] WHEREAS, the United States and the Contractor entered into only one
26 interim renewal contract identified as Contract No. 14-06-200-4619A-IR1, hereinafter referred to
27 as the Existing Interim Renewal Contract, which provided for the continued water service to the

28 Contractor from January 1, 2009 through February 28, 2011 following expiration of the existing
29 contract no. 14-06-200-4619A; and

30 [2nd] WHEREAS, the United States and the Contractor have made significant
31 progress in their negotiations of a long-term renewal contract, believe that further negotiations on
32 the long-term renewal contract would be beneficial, and mutually commit to continue negotiating
33 in seeking to reach agreement, but anticipate that the environmental documentation necessary for
34 execution of any long-term renewal contract may be delayed until March 2013, or later for
35 reasons beyond the control of the parties; and

36 [3rd] WHEREAS, the Contractor has requested a subsequent interim renewal
37 contract pursuant to subdivision (b) of Article 2 of the Existing Interim Renewal Contract; and

38 [4th] WHEREAS, the United States has determined that the Contractor has to
39 date fulfilled all of its obligations under the Existing Interim Renewal Contract; and

40 [5th] WHEREAS, the United States is willing to renew the Existing Interim
41 Renewal Contract pursuant to the terms and conditions set forth below;

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

44 INCORPORATION AND REVISION OF
45 EXISTING INTERIM RENEWAL CONTRACT
46

47 1. The terms and conditions of the Existing Interim Renewal Contract are hereby
48 incorporated by reference into this Contract with the same force and effect as if they were
49 included in full text with the exception of Article 2 thereof, which is revised as follows:

50 (a) The first sentence in subdivision (a) of Article 2 of the Existing Interim
51 Renewal Contract is modified as follows: “This Contract shall be effective from March 1, 2011,
52 and shall remain in effect through February 28, 2013, and thereafter will be renewed as described

53 in subdivision (a) of Article 2 of the Existing Interim Renewal Contract, if a long-term renewal
54 contract has not been executed with an effective commencement date of March 1, 2013.”

55 (b) Subdivision (b) of Article 2 of the Existing Interim Renewal Contract is
56 amended by deleting the date “February 28, 2011,” and replacing same with the date
57 “February 28, 2013.”

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

60 UNITED STATES OF AMERICA

61 By: _____
62 Regional Director, Mid-Pacific Region
63 Bureau of Reclamation

64 (SEAL) CITY OF AVENAL

65 By: _____
66 Mayor

67 Approved as to form

68 By: _____
69 City Attorney

70 Attest:

71 By: _____
72 City Clerk