

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

5 INTERIM RENEWAL CONTRACT BETWEEN THE UNITED STATES
6 AND
7 THE CITY OF ROSEVILLE
8 PROVIDING FOR PROJECT WATER SERVICE

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

19 WITNESSETH, That:

20 EXPLANATORY RECITALS

21 WHEREAS, the United States and the Contractor entered into the interim
22 renewal contract identified as Contract No. 14-06-200-3474A-IR1, hereinafter referred to as
23 IR1, which provided for the continued water service to the Contractor effective from
24 January 1, 2011, through February 28, 2013; and

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

WHEREAS, the Contractor has requested a subsequent interim renewal contract pursuant to Article 2 of IR1; and

WHEREAS, the United States has determined that the Contractor has to date fulfilled all of its obligations under IR1; and

WHEREAS, the United States is willing to renew IR1 pursuant to the terms and conditions set forth below;

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

RENEWAL AND REVISION OF
CONTRACT NO. 14-06-200-3474A-IR1

1. Except as specifically modified by this contract, all provisions of IR1 are renewed with the same force and effect as if they were included in full text with the exception of Article 1 of IR1 thereof, which is revised as follows:

(a) The first sentence in subdivision (a) of Article 2 of IR1 is modified as follows: "This Contract shall be effective from March 1, 2013, and shall remain in effect through February 28, 2015, and thereafter will be renewed as described in Article 2 of IR1 if a long-term renewal contract has not been executed with an effective commencement date of March 1, 2015."

49 (b) Subdivision (b) of Article 1 of IR1 is amended by deleting the date
50 “February 28, 2013,” and replacing same with the date “February 28, 2015.”

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

53 UNITED STATES OF AMERICA

54 By: _____
55 Regional Director, Mid-Pacific Region
56 Bureau of Reclamation

57 (SEAL)

58 CITY OF ROSEVILLE

59 By: _____
60 City Manager

61 Approved as to form:

62 By: _____
63 City Attorney

64 Attest:

65 By: _____
66 City Clerk