

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 June 21, 1963 (77 Stat. 68), October 12, 1982 (96 Stat. 1263), October 27, 1986 (100 Stat. 3050),
14 as 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

25 WHEREAS, the United States and the Contractor have entered into a
26 successive renewal of IR1, which is Contract No. 14-06-200-3474A-IR2, hereinafter referred
27 to as IR2, effective from March 1, 2013, through February 28, 2015; and

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

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

36 WHEREAS, the United States has determined that the Contractor has to date
37 fulfilled all of its obligations under IR2; and

38 WHEREAS, the United States is willing to renew IR2 pursuant to the terms and
39 conditions set forth below;

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

42 RENEWAL AND REVISION OF
43 CONTRACT NO. 14-06-200-3474A-IR2

44 1. Except as specifically modified by this contract, all provisions of IR2 are renewed
45 with the same force and effect as if they were included in full text with the exception of Article 1
46 of IR2 thereof, which is revised as follows:

47 (a) The first sentence in subdivision (a) of Article 1 of IR2 is modified as
48 follows: "This Contract shall be effective from March 1, 2015, and shall remain in effect

49 through February 28, 2017, and thereafter will be renewed as described in Article 2 of IR1 if a
50 long-term renewal contract has not been executed with an effective commencement date of
51 March 1, 2017.”

52 (b) Subdivision (b) of Article 1 of IR2 is amended by deleting the date
53 “February 28, 2015,” and replacing same with the date “February 28, 2017.”

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

56 UNITED STATES OF AMERICA

57 By: _____
58 Regional Director, Mid-Pacific Region
59 Bureau of Reclamation

60 (SEAL)

61 CITY OF ROSEVILLE

62 By: _____
63 City Manager

64 Approved as to form:

65 By: _____
66 City Attorney

67 Attest:

68 By: _____
69 City Clerk