

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 AVENAL  
8 PROVIDING FOR PROJECT WATER SERVICE  
9 FROM THE SAN LUIS UNIT AND DELTA DIVISION

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

20 WITNESSETH, That:

21 EXPLANATORY RECITALS

22 WHEREAS, the United States and the Contractor entered into an interim renewal  
23 contract identified as Contract No. 14-06-200-4619A-IR1, hereinafter referred to as IR1, which  
24 provided for the continued water service to the Contractor effective from January 1, 2009,  
25 through February 28, 2011; and

26 WHEREAS, the United States and the Contractor have entered into successive  
27 renewals of IR1, the most recent of which is Contract No. 14-06-200-4619A-IR5, hereinafter  
28 referred to as IR5, effective from March 1, 2017, through February 28, 2019; and

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

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

37 WHEREAS, the United States has determined that the Contractor has to date  
38 fulfilled all of its obligations under IR5; and

39 WHEREAS, the United States is willing to renew IR5 pursuant to the terms and  
40 conditions set forth below;

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

43 RENEWAL AND REVISION OF  
44 CONTRACT NO. 14-06-200-4619A-IR5

45 1. Except as specifically modified by this Contract, all provisions of IR5 are  
46 renewed with the same force and effect as if they were included in full text with the exception of  
47 Article 1 of IR5 thereof, which is revised as follows:

48 (a) The first sentence in subdivision (a) of Article 1 of IR5 is modified as  
49 follows: "This Contract shall be effective from March 1, 2019, and shall remain in effect through

50 February 28, 2021, and thereafter will be renewed as described in Article 2 of IR1 if a long-term  
51 renewal contract has not been executed with an effective commencement date of March 1,  
52 2021.”

53 (b) Subdivision (b) of Article 1 of IR5 is amended by deleting the date  
54 “February 28, 2019,” and replacing same with the date “February 28, 2021.”

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

57 UNITED STATES OF AMERICA

58 By: \_\_\_\_\_  
59 Regional Director, Mid-Pacific Region  
60 Bureau of Reclamation

61 (SEAL)

62 CITY OF AVENAL

63 By: \_\_\_\_\_  
64 Mayor

65 Approved as to form:

66 By: \_\_\_\_\_  
67 City Attorney

68 Attest:

69 By: \_\_\_\_\_  
70 City Clerk