

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 SACRAMENTO MUNICIPAL UTILITY DISTRICT
8 PROVIDING FOR PROJECT WATER SERVICE
9 FROM THE AMERICAN RIVER 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 21, 1963 (77 Stat. 68), October 12, 1982 (96 Stat. 1263), October 27, 1986 (100 Stat. 3050),
15 as amended, November 5, 1990 (104 Stat. 2074), and Title XXXIV of the Act of
16 October 30, 1992 (106 Stat. 4706), all collectively hereinafter referred to as Federal
17 Reclamation law, between the UNITED STATES OF AMERICA, hereinafter referred to as
18 the United States, and the SACRAMENTO MUNICIPAL UTILITY DISTRICT, hereinafter
19 referred to as the Contractor, a public agency of the State of California, duly organized,
20 existing, and acting pursuant to the laws thereof;

21 WITNESSETH, That:

22 EXPLANATORY RECITALS

23 WHEREAS, the United States and the Contractor entered into the interim
24 renewal contract identified as Contract No. 14-06-200-5198A-IR1, hereinafter referred to as

25 IR1, which provided for the continued water service to the Contractor effective from
26 January 1, 2013, through February 28, 2015; and

27 WHEREAS, the United States and the Contractor have entered into a
28 successive renewal of IR1, the most recent of which is Contract No. 14-06-200-5198A-IR3,
29 hereinafter referred to as IR3, effective from March 1, 2017, through February 28, 2019; and

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

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

38 WHEREAS, the United States has determined that the Contractor has to date
39 fulfilled all of its obligations under IR3; and

40 WHEREAS, the United States is willing to renew IR3 pursuant to the terms and
41 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 RENEWAL AND REVISION OF
45 CONTRACT NO. 14-06-200-5198A-IR3

46 1. Except as specifically modified by this contract, all provisions of IR3 are renewed
47 with the same force and effect as if they were included in full text with the exception of Article 2
48 of IR3 thereof, which is revised as follows:

49 (a) The first sentence in subdivision (a) of Article 2 of IR3 is modified as
50 follows: "This Contract shall be effective from March 1, 2019, and shall remain in effect through
51 February 28, 2021, and thereafter will be renewed as described in Article 2 of IR1 if a long-term
52 renewal contract has not been executed with an effective commencement date of March 1,
53 2021."

54 (b) Subdivision (b) of Article 2 of IR3 is amended by deleting the date
55 "February 28, 2019," and replacing same with the date "February 28, 2021."

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

58 UNITED STATES OF AMERICA

59 By: _____
60 Regional Director, Mid-Pacific Region
61 Bureau of Reclamation

62 (SEAL)

63 SACRAMENTO MUNICIPAL UTILITY
64 DISTRICT

65 By: _____
66 President of the Board of Directors

67 Attest:

68 By: _____
69 Secretary of the Board of Directors