

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, July 2, 1956 (70 Stat. 483), June 3, 1960 (74 Stat. 156),
14 June 21, 1963 (77 Stat. 68), October 12, 1982 (96 Stat. 1263), October 27, 1986 (100 Stat. 3050),
15 as amended, and Title XXXIV of the Act of October 30, 1992 (106 Stat. 4706), all collectively
16 hereinafter referred to as Federal Reclamation law, between the UNITED STATES OF
17 AMERICA, hereinafter referred to as the United States, and the CITY OF AVENAL, hereinafter
18 referred to as the Contractor, a public agency of the State of California, duly organized, existing,
19 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
23 renewal contract identified as Contract No. 14-06-200-4619A-IR1, hereinafter referred to as
24 IR1, which provided for the continued water service to the Contractor effective from
25 January 1, 2009, through February 28, 2011; and

26 WHEREAS, the United States and the Contractor have entered into a
27 successive renewal of IR1, which is Contract No. 14-06-200-4619A-IR2, hereinafter referred
28 to as IR2, effective from March 1, 2011, through February 28, 2013; 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 IR2; and

39 WHEREAS, the United States is willing to renew IR2 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-IR2

45 1. Except as specifically modified by this Contract, all provisions of IR2 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 IR2 thereof, which is revised as follows:

48 (a) The first sentence in subdivision (a) of Article 1 of IR2 is modified as
49 follows: “This Contract shall be effective from March 1, 2013, and shall remain in effect

50 through February 28, 2015, and thereafter will be renewed as described in Article 2 of IR1 if a
51 long-term renewal contract has not been executed with an effective commencement date of
52 March 1, 2015.”

53 (b) Subdivision (b) of Article 1 of IR2 is amended by deleting the date
54 “February 28, 2013,” and replacing same with the date “February 28, 2015.”

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