

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 COUNTY WATER AGENCY
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 COUNTY WATER AGENCY, 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. 14-06-200-5198B-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 made significant progress
28 in their negotiations of a long-term renewal contract, believe that further negotiations on the
29 long-term renewal contract would be beneficial, and mutually commit to continue to negotiate to
30 seek to reach agreement, but anticipate that the environmental documentation necessary for
31 execution of any long-term renewal contract may be delayed for reasons beyond the control of
32 the parties; and

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

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

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

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

41 RENEWAL AND REVISION OF
42 CONTRACT NO. 14-06-200-5198B-IR1

43 1. Except as specifically modified by this contract, all provisions of IR1 are renewed
44 with the same force and effect as if they were included in full text with the exception of Article 2
45 of IR1 thereof, which is revised as follows:

46 (a) The first sentence in subdivision (a) of Article 2 of IR1 is modified as
47 follows: “This Contract shall be effective from March 1, 2015, and shall remain in effect
48 through February 28, 2017, and thereafter will be renewed as described in Article 2 of IR1 if a

49 long-term renewal contract has not been executed with an effective commencement date of
50 March 1, 2017.”

51 (b) Subdivision (b) of Article 2 of IR1 is amended by deleting the date
52 “February 28, 2015,” and replacing same with the date “February 28, 2017.”

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

55 UNITED STATES OF AMERICA

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

59 (SEAL)

60 SACRAMENTO COUNTY WATER AGENCY

61 By: _____
62 Director, Sacramento County Water Resources

63 Attest:

64 By: _____
65 Secretary of the Board of Directors