

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
FROM THE AMERICAN RIVER DIVISION

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, November 5, 1990 (104 Stat. 2074), and Title XXXIV of the Act of
15 October 30, 1992 (106 Stat. 4706), all collectively hereinafter referred to as Federal
16 Reclamation law, between the UNITED STATES OF AMERICA, hereinafter referred to as
17 the United States, and the SACRAMENTO MUNICIPAL UTILITY DISTRICT, hereinafter
18 referred to as the Contractor, a public agency of the State of California, duly organized,
19 existing, and acting pursuant to the laws thereof;

20 WITNESSETH, That:

21 EXPLANATORY RECITALS

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

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

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

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

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

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

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

40 RENEWAL AND REVISION OF
41 CONTRACT NO. 14-06-200-5198A-IR 1

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

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

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

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

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

54 UNITED STATES OF AMERICA

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

58 (SEAL)

59 SACRAMENTO MUNICIPAL UTILITY
60 DISTRICT

61 By: _____
62 President of the Board of Directors

63 Attest:

64 By: _____
65 Secretary of the Board of Directors