

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 TRACY
8 PROVIDING FOR PROJECT WATER SERVICE
9 FROM THE DELTA DIVISION

10 THIS CONTRACT, made this _____ day of _____, 20____, in
11 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), as
13 amended and supplemented, August 4, 1939 (53 Stat. 1187), as amended and supplemented, June
14 21, 1963 (77 Stat. 68), October 12, 1982 (96 Stat. 1263), October 27, 1986 (100 Stat. 3050), as
15 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 TRACY, 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, with its principal place of business in California;

20 WITNESSETH, That:

21 EXPLANATORY RECITALS

22 WHEREAS, the United States and the Contractor entered into the interim renewal
23 contract identified as Contract No. 14-06-200-7858A-IR1, hereinafter referred to as IR1, which
24 provided for the continued water service to the Contractor effective from January 1, 2014,
25 through February 29, 2016; 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. 14-06-200-7858A-IR1

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 renew the Existing Contract, and replace Contract
47 Nos. 14-06-200-4305A-IR13B and 7-07-20-W0045-IR13B and shall be effective March 1, 2016
48 through February 28, 2018, and thereafter will be renewed as described in this Article.”

49 (b) Subdivision (b) of Article 2 of IR1 is amended by deleting the date
50 “December 31, 2013,” and replacing same with the date “February 28, 2018.”

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

53 UNITED STATES OF AMERICA

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

57 (SEAL)

58 CITY OF TRACY

59 By: _____
60 City Manager

61 Attest:

62 By: _____
63 City Clerk