

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 ROSEVILLE  
8 PROVIDING FOR PROJECT WATER SERVICE

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

19 WITNESSETH, That:

20 EXPLANATORY RECITALS

21 WHEREAS, the United States and the Contractor entered into the interim  
22 renewal contract identified as Contract No. 14-06-200-3474A-IR1, hereinafter referred to as  
23 IR1, which provided for the continued water service to the Contractor effective from  
24 January 1, 2011, through February 28, 2013; and

25 WHEREAS, the United States and the Contractor have entered into a  
26 successive renewal of IR1, which is Contract No. 14-06-200-3474A-IR3, hereinafter referred  
27 to as IR3, effective from March 1, 2015, through February 28, 2017; and

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

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

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

38 WHEREAS, the United States is willing to renew IR3 pursuant to the terms and  
39 conditions set forth below;

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

42 RENEWAL AND REVISION OF  
43 CONTRACT NO. 14-06-200-3474A-IR3

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

47 (a) The first sentence in subdivision (a) of Article 1 of IR3 is modified as  
48 follows: “This Contract shall be effective from March 1, 2017, and shall remain in effect

49 through February 28, 2019, and thereafter will be renewed as described in Article 2 of IR1 if a  
50 long-term renewal contract has not been executed with an effective commencement date of  
51 March 1, 2019.”

52 (b) Subdivision (b) of Article 1 of IR3 is amended by deleting the date  
53 “February 28, 2017,” and replacing same with the date “February 28, 2019.”

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

56 UNITED STATES OF AMERICA

57 By: \_\_\_\_\_  
58 Regional Director, Mid-Pacific Region  
59 Bureau of Reclamation

60 (SEAL)

61 CITY OF ROSEVILLE

62 By: \_\_\_\_\_  
63 City Manager

64 Approved as to form:

65 By: \_\_\_\_\_  
66 City Attorney

67 Attest:

68 By: \_\_\_\_\_  
69 City Clerk