

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Central Valley Project, California

CONTRACT FOR CONVEYANCE OF NON-PROJECT WATER
BETWEEN THE UNITED STATES
AND
CITY OF ROSEVILLE

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Exhibit A – Water Rates

Exhibit B – Sources of Non-Project Water

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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Central Valley Project, California

CONTRACT FOR CONVEYANCE OF NON-PROJECT WATER
BETWEEN THE UNITED STATES OF AMERICA
AND
CITY OF ROSEVILLE

THIS CONTRACT, made this 22 day of November, 2006, pursuant to the Act of June 17, 1902 (32 Stat. 388), as amended and supplemented; the Act of February 21, 1911 (36 Stat. 925); Section 305 of the Reclamation States Emergency Drought Relief Act of 1991 (106 Stat. 59); and Title 34 of the Act of October 30, 1992, the Central Valley Project Improvement Act (106 Stat. 4706), all collectively hereinafter referred to as the Federal Reclamation laws, between THE UNITED STATES OF AMERICA, hereinafter referred to as the United States, represented by the officer executing this Contract, hereinafter referred to as the Contracting Officer, and the CITY OF ROSEVILLE, hereinafter referred to as the Contractor;

WITNESSETH, That:

EXPLANATORY RECITALS

WHEREAS, the United States has constructed and is operating the Central Valley Project (Project), California, for diversion, storage, carriage, distribution and beneficial use, for flood control, irrigation, municipal, domestic, industrial, fish and wildlife mitigation, protection and restoration, generation and distribution of electric energy, salinity control, navigation and

23 other beneficial uses, of waters of the Sacramento River, the American River, the Trinity River,
24 and the San Joaquin River and their tributaries; and

25 WHEREAS, the Contractor has entered into Water Service Contract
26 No. 14-06-200-3474A dated September 9, 1967, with the United States, which provides for Project
27 Water service from Folsom Reservoir; and

28 WHEREAS, the Contractor has or will acquire a supply of Non-Project Water
29 which it has requested the United States convey through Excess Capacity in Project Facilities for
30 municipal and industrial (M&I) purposes; and

31 WHEREAS, the United States is willing to convey said water to the Contractor
32 through Excess Capacity in Project Facilities in accordance with the terms and conditions of this
33 Contract; and

34 WHEREAS, the Contractor and Contracting Officer recognize that this Contract does
35 not grant any permission or entitlement to the Contractor to extract or divert from its sources the
36 Non-Project Water supply conveyed pursuant to this Contract;

37 NOW, THEREFORE, in consideration of the covenants herein contained, the parties
38 agree as follows:

39 DEFINITIONS

40 1. When used herein, the term:

41 (a) "Calendar Year" shall mean the period January 1 through December 31, both
42 dates inclusive;

43 (b) "Contracting Officer" shall mean the Secretary of the Interior's duly
44 authorized representative acting pursuant to this Contract or applicable Reclamation law or
45 regulation;

46 (c) "Contractor's Point of Delivery" shall mean the 84-inch-pipeline leading
47 from the Folsom Pumping Plant to the Hinkle "Y;"

48 (d) "Contractor's Water Service Contract" shall mean Contract
49 No. 14-06-200-3474A, dated September 9, 1967, between the Contractor and the United States,
50 which provides for water service from the Project's Folsom Reservoir, and any amendment,
51 extension, or renewal thereof;

52 (e) "Excess Capacity" shall mean the capacity of the Project Facilities not
53 needed to store and/or convey Project Water as determined by the Contracting Officer;

54 (f) "M&I Water" shall mean all uses of Non-Project Water for other than the
55 commercial production of agricultural crops or livestock, including domestic use incidental
56 thereto;

57 (g) "Non-Project Water" shall mean water acquired by or available to the
58 Contractor from the source(s) identified in Exhibit B, a copy of which is attached hereto and
59 incorporated herein by reference, which is not appropriated by the United States;

60 (h) "PCWA Water Contract" shall mean all applicable agreements and
61 contracts, and any amendment, extension, or renewal, for an annual supply of up to 30,000 acre-
62 feet (AF) of Non-Project Water between the Contractor and Placer County Water Agency
63 (PCWA);

64 (i) "Project" shall mean the Project owned by the United States and operated
65 by the Department of the Interior, Bureau of Reclamation;

66 (j) "Project Facilities" shall mean the Folsom Reservoir, Folsom Pumping
67 Plant, and Folsom Pipeline;

68 (k) "Project Water" shall mean all water that is developed, diverted, stored, or
69 delivered by the United States in accordance with the statutes authorizing the Project and in
70 accordance with the terms and conditions of applicable water rights permits and licenses acquired
71 by and/or issued to the United States pursuant to California law;

72 (l) "Rates" shall mean the payments determined annually by the Contracting
73 Officer in accordance with the then-current applicable water ratesetting policies for the Project;

74 (m) "Secretary" shall mean the Secretary of the Interior, a duly appointed
75 successor, or an authorized representative;

76 (n) "Year" shall mean the period March 1 of each Calendar Year through the
77 last day of February of the following Calendar Year, both dates inclusive.

78 TERM OF CONTRACT

79 2. (a) This Contract shall become effective on March 1, 2006, and shall remain
80 in effect through February 28, 2031, unless terminated by operation of law or by mutual
81 agreement of the parties hereto; Provided, that upon 30-days' advance written notice to the
82 Contractor, this Contract may also be terminated by the Contracting Officer at an earlier date, if
83 the Contracting Officer determines that the Contractor has not been complying with one or more
84 of the terms and conditions of this Contract; Provided further, that the Contracting Officer may

85 make a determination not to terminate this Contract if the Contractor can show full compliance
86 or a time schedule for compliance that is satisfactory to the Contracting Officer within the 30-day
87 notice period.

88 (b) The Contractor shall promptly notify the Contracting Officer if and when
89 the Contractor ceases to have any right to the use of the Non-Project Water being conveyed
90 pursuant to this Contract.

91 CONVEYANCE, POINTS OF DELIVERY, AND MEASUREMENT OF
92 NON-PROJECT WATER

93 3. (a) The Contractor may cause up to 30,000 AF annually of Non-Project Water
94 to be introduced into Folsom Reservoir from the source(s) listed in Exhibit B. The United States
95 shall convey said water to the Contractor's Point of Delivery through Excess Capacity in Project
96 Facilities in accordance with a schedule, or any revision or revisions thereof, submitted by the
97 Contractor and approved by the Contracting Officer during the term hereof. If at any time the
98 Contracting Officer determines that there will not be Excess Capacity in Project Facilities
99 sufficient to receive, transport, and convey the Non-Project Water in accordance with the
100 approved schedule, the Contracting Officer shall so notify the Contractor in writing. Within 24
101 hours of said notice, the Contractor shall revise its schedule accordingly.

102 (b) The amount of Non-Project Water conveyed to the Contractor through
103 Project Facilities in any 30-day period shall not exceed the quantity of Non-Project Water
104 previously introduced into Folsom Reservoir by the Contractor. The Contractor will be
105 responsible for requiring PCWA to make releases during the months of July, August, September,
106 and October and any other month the California State Water Resources Control Board

107 determines that PCWA has no right to divert the natural flow of the American River, from
108 PCWA's upstream reservoirs the quantity of water that equals the quantity of water that the
109 Contractor has scheduled to introduce into Folsom Reservoir during each of those months, plus
110 five percent for transportation losses.

111 (c) Exhibit B may be modified or replaced by agreement of the parties to
112 reflect any changes made to the sources of the Non-Project Water identified on Exhibit B,
113 without amending this Contract.

114 (d) The Non-Project Water shall be used for M&I purposes only.

115 (e) Non-Project Water that is introduced into Folsom Reservoir by the
116 Contractor, and remains there for less than 30 days, shall not be deemed unused water available
117 to the United States for Project purposes. Conversely, Non-Project Water that is introduced into
118 Folsom Reservoir by the Contractor, and remains there for 30 days or more, shall be deemed to
119 be unused water available to the United States for Project purposes. Non-Project Water
120 delivered to Project Facilities shall be accounted for on a "first-in, first-out" basis. Similarly,
121 Non-Project Water that is introduced into Folsom Reservoir but not conveyed prior to the
122 expiration of this Contract shall also be deemed unused water available to the United States for
123 Project purposes.

124 (f) The Contractor shall be responsible for the acquisition and payment of all
125 electrical power and associated transmission service charges required to pump the Non-Project
126 Water through Project Facilities. Conveyance of Non-Project Water pursuant to this Contract
127 will not be supported with Project-use power.

128 (g) Non-Project Water conveyed by the United States to the Contractor

129 pursuant to this Contract will be conveyed to the Contractor's Point of Delivery.

130 (h) The Contractor shall utilize the Non-Project Water conveyed pursuant to

131 this Contract in accordance with all requirements of any applicable Biological Opinion.

132 (i) All Non-Project Water conveyed to the Contractor pursuant to this

133 Contract shall be measured and recorded with equipment furnished, installed, operated, and

134 maintained by the Contractor. Upon the request of either party to this Contract, the Contractor

135 shall investigate the accuracy of such measurements and shall take any necessary steps to adjust

136 any errors appearing therein.

137 SCHEDULING AND REPORTING OBLIGATIONS OF THE CONTRACTOR

138 4. (a) On or before each March 1, or at such other times as the Contracting

139 Officer determines to be necessary, the Contractor shall submit to the Contracting Officer a

140 written schedule, satisfactory to the Contracting Officer, showing the dates, and estimated

141 monthly quantities of Non-Project Water to be introduced into Folsom Reservoir and conveyed

142 by the United States to the Contractor pursuant to this Contract for the upcoming Year. During

143 each month, the Contractor will revise said schedule if necessary to reflect the actual amount of

144 Non-Project Water introduced into Folsom Reservoir and conveyed by the United States to the

145 Contractor pursuant to this Contract.

146 (b) For each month, before the 10th day of the succeeding month, the

147 Contractor shall furnish a monthly report of daily operations that is satisfactory to the

148 Contracting Officer which tabulates PCWA's right to the natural flow in the American River, the

149 quantity of releases from PCWA's upstream storage, and the quantity of Non-Project Water
150 scheduled by the Contractor pursuant to this Contract.

151 (c) The Contractor shall advise the Contracting Officer on or before the 10th
152 calendar day of each month of the actual daily quantities of Non-Project Water taken the previous
153 month by the Contractor at the Contractor's Point of Delivery pursuant to this Contract.

154 PAYMENT FOR CONVEYANCE

155 5. (a) The Contractor shall pay the United States as provided in this Article for
156 the conveyance of Non-Project Water pursuant to this Contract at the Rate set forth in Exhibit A,
157 as may be revised annually in accordance with CVP ratesetting policies.

158 (b) By December 31 of each Calendar Year, the Contracting Officer shall
159 provide the Contractor with the final Rates to be in effect for the upcoming Year, and such
160 notification shall revise Exhibit "A" without amending this Contract.

161 (c) Omitted.

162 (d) At the time the Contractor submits an initial schedule for the conveyance
163 of Non-Project Water pursuant to subdivision (a) of Article 4 of this Contract, the Contractor
164 shall pay the Contracting Officer one-half of the total amount payable for the conveyance of Non-
165 Project Water scheduled to be conveyed for the Year. The Contractor shall pay the remainder of
166 the amount payable for conveying Non-Project Water scheduled to be conveyed for the Year on
167 or before September 1 of the respective Year. Non-Project Water will not be conveyed in
168 advance of payment.

169 (e) All revenues received from the use of Project facilities, pursuant to
170 subdivision (a) of this Article for conveyance of Non-Project Water, shall be deposited into the
171 Reclamation fund as provided in Section 3 of the Act of February 21, 1911 (36 Stat.925);
172 Provided, that if the Act of February 21, 1911, is amended, superseded, or replaced, any new
173 provisions addressing the application of revenues will apply to this Contract at the earliest
174 possible date under the law.

175 (f) No refund shall be made by the United States to the Contractor of the
176 payments made for conveyance of Non-Project Water described in subdivision (c) of Article 3.

177 (g) If at any time the Contractor diverts more Non-Project Water from Project
178 Facilities than the quantity that was scheduled pursuant to subdivision (a) of Article 4 of this
179 Contract, that additional amount of water shall be deemed Project Water used for M&I purposes,
180 and payment therefore, shall be made at the applicable rate identified in the Contractor's Water
181 Service Contract or in any amendment, extension, or renewal thereof. Further, this Project Water
182 will be deducted from the quantity of Project Water to which the Contractor is entitled under the
183 Contractor's Water Service Contract or any amendment, extension, or renewal thereof.

184 (h) If the conditions identified in subdivision (g) of this Article arise, and it is
185 determined by the Contracting Officer that the Contractor has utilized all of its Project Water
186 available under the Contractor's Water Service Contract or any amendment, extension, or
187 renewal thereof, then the Contractor shall require PCWA to introduce additional Non-Project
188 Water into Folsom Reservoir equal to the quantity of water actually used plus five percent for
39 losses, and shall pay for the conveyance of this additional Non-Project Water at the Rates

190 identified in Exhibit UNITED STATES NOT RESPONSIBLE FOR CONVEYANCE OF NON-
191 PROJECT WATER

192 6. The United States shall not be responsible for the control, care, or distribution of
193 the Non-Project Water before it is introduced into Folsom Reservoir, or after it is conveyed to the
194 Contractor's Point of Delivery.

195 ADJUSTMENTS

196 7. The amount of any overpayment by the Contractor by reason of the quantity of
197 Non-Project Water conveyed for the Contractor pursuant to this Contract, as conclusively
198 determined by the Contracting Officer, having been less than the quantity which the Contractor
199 otherwise under the provisions of this Contract would have been required to pay for, shall be
200 applied first to any accrued indebtedness arising out of this Contract then due and owing to the
201 United States by the Contractor. Any amount of such overpayment then remaining shall be
202 refunded or credited to the Contractor.

203 UNITED STATES NOT LIABLE

204 8. The Contractor hereby releases and agrees to defend and indemnify the United
205 States and its officers, agents, and employees, from every claim for damage to persons or
206 property, direct or indirect, resulting from the Contractor's performance of this Contract,
207 including the introduction of Non-Project Water into Folsom Reservoir and diversion and/or
208 extraction of Non-Project Water from Project Facilities. The Contractor further releases the
209 United States and its officers, agents, or employees, from every claim for damage to persons or
210 property, direct or indirect, resulting from the Contracting Officer's determinations of the amount

211 of Excess Capacity available in Project Facilities for the conveyance of Non-Project Water to the
212 Contractor, and the elimination of the source of the Non-Project Water. Nothing contained in
213 this Article shall be construed as an assumption of liability by the Contractor with respect to such
214 matters.

215 OPINIONS AND DETERMINATIONS

216 9. (a) Where the terms of this Contract provide for actions to be based upon the
217 opinion or determination of either party to this Contract, said terms shall not be construed as
218 permitting such action to be predicated upon arbitrary, capricious, or unreasonable opinions or
219 determinations. Both parties, notwithstanding any other provisions of this Contract, expressly
220 reserve the right to relief from and appropriate adjustment for any such arbitrary, capricious, or
221 unreasonable opinion or determination. Each opinion or determination by either party shall be
222 provided in a timely manner.

223 (b) The Contracting Officer shall have the right to make determinations
224 necessary to administer this Contract that are consistent with the expressed and implied
225 provisions of this Contract, the laws of the United States and the State of California, and the rules
226 and regulations promulgated by the Secretary of the Interior. Such determinations shall be made
227 in consultation with the Contractor to the extent reasonably practicable.

228 CONTRACTOR TO PAY CERTAIN MISCELLANEOUS COSTS

229 10. In addition to all other payments to be made by the Contractor pursuant to this
230 Contract, the Contractor shall pay to the United States, within 60 days after receipt of a bill and
231 detailed statement submitted by the Contracting Officer to the Contractor for such specific items

232 of direct cost incurred by the United States for work requested by the Contractor associated with
233 this Contract plus indirect costs in accordance with applicable Bureau of Reclamation policy and
234 procedures. All such amounts referred to in this Article shall not exceed the amount agreed to in
235 writing in advance by the Contractor. This Article shall not apply to costs for routine contract
236 administration.

237 WATER CONSERVATION

238 11. (a) The Contractor hereby acknowledges and agrees that the Contractor is
239 required to implement an effective water conservation program prior to delivery of Project Water
240 under the Contractor's Water Service Contract pursuant to Section 210 of the Reclamation
241 Reform Act of 1982, as amended.

242 (b) Prior to execution of this conveyance contract, the Contractor shall include
243 in its water conservation program the amount(s) of Non-Project Water to be conveyed through
244 Federal facilities to areas within the Contractor's service area. The Non-Project Water conveyed
245 to the Contractor pursuant to this Contract will be subject to the same water conservation
246 requirements as the Project Water provided to the Contractor under the Contractor's Water
247 Service Contract as amended, extended, or renewed.

248 MEDIUM FOR TRANSMITTING PAYMENTS

249 12. (a) All payments from the Contractor to the United States under this Contract
250 shall be by the medium requested by the United States on or before the date payment is due. The
251 required method of payment may include checks, wire transfers, or other types of payment
252 specified by the United States.

253 (b) Upon execution of the Contract, the Contractor shall furnish the
254 Contracting Officer with the Contractor's taxpayer's identification number (TIN). The purpose
255 for requiring the Contractor's TIN is for collecting and reporting any delinquent amounts arising
256 out of the Contractor's relationship with the United States.

257

CHARGES FOR DELINQUENT PAYMENTS

258 13. (a) The Contractor shall be subject to interest, administrative, and penalty
259 charges on delinquent payments. If a payment is not received by the due date, the Contractor
260 shall pay an interest charge on the delinquent payment for each day the payment is delinquent
261 beyond the due date. If a payment becomes 60 days delinquent, in addition to the interest charge,
262 the Contractor shall pay an administrative charge to cover additional costs of billing and
263 processing the delinquent payment. If a payment is delinquent 90 days or more, in addition to the
264 interest and administrative charges, the Contractor shall pay a penalty charge for each day the
265 payment is delinquent beyond the due date, based on the remaining balance of the payment due at
266 the rate of 6 percent per year. The Contractor shall also pay any fees incurred for debt collection
267 services associated with a delinquent payment.

268 (b) The interest charge rate shall be the greater of the rate prescribed quarterly
269 in the *Federal Register* by the Department of the Treasury for application to overdue payments or
270 the interest rate of 0.5 percent per month. The interest charge rate will be determined as of the
271 due date and remain fixed for the duration of the delinquent period.

272 (c) When a partial payment on a delinquent account is received, the amount
273 received shall be applied first to the penalty charges, second to the administrative charges, third
274 to the accrued interest, and finally to the overdue payment.

275

PROTECTION OF WATER AND AIR QUALITY

276 14. (a) Project facilities used to make available and deliver water to the
277 Contractor shall be operated and maintained in the most practical manner to maintain the quality
278 of the water at the highest level possible as determined by the Contracting Officer: Provided,
279 That the United States does not warrant the quality of the water delivered to the Contractor and is
280 under no obligation to furnish or construct water treatment facilities to maintain or improve the
281 quality of water delivered to the Contractor.

282 (b) The Contractor shall comply with all applicable water and air pollution
283 laws and regulations of the United States and the State of California; and shall obtain all required
284 permits or licenses from the appropriate Federal, State, or local authorities necessary for the
285 delivery of water by the Contractor; and shall be responsible for compliance with all Federal,
286 State, and local water quality standards applicable to surface and subsurface drainage and/or
287 discharges generated through the use of Federal or Contractor's service area.

288 (c) This Article shall not affect or alter any legal obligations of the Secretary
289 to provide drainage or other discharge services.

290 (d) If it is determined by the Contracting Officer that the quality of the source

291 of the Non-Project Water identified in Exhibit B, conveyed pursuant to this Contract will
292 significantly degrade the quality of Project Water in Folsom Reservoir, the Contractor shall, upon

293 receipt of a written notice from the Contracting Officer, arrange for the immediate termination of
294 the introduction of such source of Non-Project Water into Project Facilities.

295 GENERAL OBLIGATION--BENEFITS CONDITIONED UPON PAYMENT

296 15. (a) The obligation of the Contractor to pay the United States as provided in
297 this Contract is a general obligation of the Contractor notwithstanding the manner in which the
298 obligation may be distributed among the Contractor's water users and notwithstanding the default
299 of individual water users in their obligations to the Contractor.

300 (b) The payments of rates becoming due pursuant to this contract is a
301 condition precedent to receiving benefits under this Contract. The United States shall not make
302 Non-Project Water available to the Contractor through Project Facilities during any period in
303 which the Contractor may be in arrears in the advance payment of water rates due the United
304 States. The Contractor shall not furnish Non-Project Water made available pursuant to this
305 Contract for lands or parties which are in arrears in the advance payment of water rates levied or
306 established by the Contractor.

307 (c) With respect to subdivision (b) of this Article, the Contractor shall have no
308 obligation to require advance payment for water rates which it levies.

309 RULES, REGULATIONS, AND DETERMINATIONS

310 16. The parties agree that the delivery of Non-Project Water or the use of Federal
311 facilities pursuant to this Contract is subject to federal Reclamation law, as amended and
312 supplemented, and the rules and regulations promulgated by the Secretary of the Interior under
313 federal Reclamation law.

314 EQUAL EMPLOYMENT OPPORTUNITY

315 17. During the performance of this Contract, the Contractor agrees as follows:

316 (a) The Contractor will not discriminate against any employee or applicant for
317 employment because of race, color, religion, sex, or national origin. The Contractor will take
318 affirmative action to ensure that applicants are employed, and that employees are treated during
319 employment, without regard to their race, color, religion, sex, or national origin. Such action
320 shall include, but not be limited to, the following: Employment, upgrading, demotion, or
321 transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms
322 of compensation; and selection for training, including apprenticeship. The Contractor agrees to
23 post in conspicuous places, available to employees and applicants for employment, notices to be
324 provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

325 (b) The Contractor will, in all solicitations or advertisements for employees
326 placed by or on behalf of the Contractor, state that all qualified applicants will receive
327 consideration for employment without discrimination because of race, color, religion, sex, or
328 national origin.

329 (c) The Contractor will send to each labor union or representative of workers
330 with which it has a collective bargaining agreement or other contract or understanding, a notice,
331 to be provided by the Contracting Officer, advising the said labor union or workers'
332 representative of the Contractor's commitments under Section 202 of Executive Order 11246 of
333 September 24, 1965, and shall post copies of the notice in conspicuous places available to
334 employees and applicants for employment.

335 (d) The Contractor will comply with all provisions of Executive Order
336 No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders
337 of the Secretary of Labor.

338 (e) The Contractor will furnish all information and reports required by said
339 amended Executive Order and by the rules, regulations, and orders of the Secretary of Labor, or
340 pursuant thereto, and will permit access to its books, records, and accounts by the Contracting
341 Officer and the Secretary of Labor for purposes of investigation to ascertain compliance with
342 such rules, regulations, and orders.

343 (f) In the event of the Contractor's noncompliance with the nondiscrimination
344 clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be
345 canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared
346 ineligible for further Government contracts in accordance with procedures authorized in said
347 amended Executive Order, and such other sanctions may be imposed and remedies invoked as
348 provided in said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as
349 otherwise provided by law.

350 (g) The Contractor will include the provisions of paragraphs (1) through (7) in
351 every subcontract or purchase order unless exempted by the rules, regulations, or orders of the
352 Secretary of Labor issued pursuant to Section 204 of said amended Executive Order, so that such
353 provisions will be binding upon each subcontractor or vendor. The Contractor will take such
354 action with respect to any subcontract or purchase order as may be directed by the Secretary of
355 Labor as a means of enforcing such provisions, including sanctions for noncompliance:
356 *Provided*, however, That in the event the Contractor becomes involved in, or is threatened with,
357 litigation with a subcontractor or vendor as a result of such direction, the Contractor may request
358 the United States to enter into such litigation to protect the interests of the United States.

359

BOOKS, RECORDS, AND REPORTS

360 18. (a) The Contractor shall establish and maintain accounts and other books and
361 records pertaining to administration of the terms and conditions of this Contract, including: the
362 Contractor's financial transactions, water supply data, project operation, maintenance and
363 replacement logs, and project land and right-of-way use agreements; the water users' land-use
364 (crop census), landownership, land-leasing and water-use data; and other matters that the
365 Contracting Officer may require. Reports thereon shall be furnished to the Contracting Officer in
366 such form and on such date or dates as the Contracting Officer may require. Subject to
367 applicable Federal laws and regulations, each party to this Contract shall have the right during
368 office hours to examine and make copies of the other party's books and records relating to
369 matters covered by this Contract.

370 (b) Notwithstanding the provisions of subdivision (a) of this Article, no
371 books, records, or other information shall be requested from the Contractor by the Contracting
372 Officer unless such books, records, or information are reasonably related to the administration or
73 performance of this Contract. Any such request shall allow the Contractor a reasonable period of
374 time within which to provide the requested books, records, or information.

375

CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

376 19. The expenditure or advance of any money or the performance of any obligation of
377 the United States under this Contract shall be contingent upon appropriation or allotment of
378 funds. Absence of appropriation or allotment of funds shall not relieve the Contractor from any
379 obligations under this Contract. No liability shall accrue to the United States in case funds are
380 not appropriated or allotted.

381

ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATED

382 20. The provisions of this Contract shall apply to and bind the successors and assigns
383 of the parties hereto, but no assignment or transfer of this Contract or any right or interest therein
384 shall be valid until approved in writing by the Contracting Officer.

385

OFFICIALS NOT TO BENEFIT

386 21. No Member of or Delegate to Congress, Resident Commissioner, or official of the
387 Contractor shall benefit from this Contract other than as a water user or landowner in the same
388 manner as other water users or landowners.

389

COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

390 22. (a) The Contractor shall comply with Title VI of the Civil Rights Act of 1964
391 (42 U.S.C. 2000d), Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112, as amended), the
392 Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.) and any other applicable civil rights
393 laws, as well as with their respective implementing regulations and guidelines imposed by the
394 U.S. Department of the Interior and/or Bureau of Reclamation.

395 (b) These statutes require that no person in the United States shall, on the
396 grounds of race, color, national origin, handicap, or age, be excluded from participation in, be
397 denied the benefits of, or be otherwise subjected to discrimination under any program or activity
398 receiving financial assistance from the Bureau of Reclamation. By executing this Contract, the
399 Contractor agrees to immediately take any measures necessary to implement this obligation,
400 including permitting officials of the United States to inspect premises, programs, and documents.

401 (c) The Contractor makes this agreement in consideration of and for the
402 purpose of obtaining any and all Federal grants, loans, contracts, property discounts or other
403 Federal financial assistance extended after the date hereof to the Contractor by the Bureau of
404 Reclamation, including installment payments after such date on account of arrangements for
405 Federal financial assistance which were approved before such date. The Contractor recognizes
406 and agrees that such Federal assistance will be extended in reliance on the representations and
407 agreements made in this Article, and that the United States reserves the right to seek judicial
408 enforcement thereof.

409 (d) Complaints of discrimination against the Contractor shall be investigated
410 by the Contracting Officer's Office of Civil Rights.

411

CONFIRMATION OF CONTRACT

412 23. The Contractor, after the execution of this Contract, shall furnish to the
413 Contracting Officer evidence that pursuant to the laws of the State of California, the Contractor is
414 a legally constituted entity, and the Contract is lawful, valid, and binding on the Contractor. This
415 Contract shall not be binding on the United States until such evidence has been provided to the
416 Contracting Officer's satisfaction.

417

CONTRACT DRAFTING CONSIDERATIONS

418 24. Articles 1 through 25 of this Contract have been drafted, negotiated, and reviewed
419 by the parties hereto, each of whom is sophisticated in the matters to which this Contract
420 pertains, and no one party shall be considered to have drafted the stated articles.

421

422

NOTICES

23 25. Any notice, demand, or request authorized or required by this Contract shall be
424 deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid, or

EXHIBIT A

2006 Water Rates and Charges for the
Conveyance of Non-Project Water for
Municipal and Industrial Purposes under the
Long-Term Warren Act Contract for the
CITY OF ROSEVILLE

O&M and Cost of Service Rates	Cost per acre-foot
Storage Capital: \$3.17 O&M: \$8.22	\$ 11.39
Water Marketing	\$ 4.36
Total Cost of Service Rate (Storage + Water Marketing Rates)	\$ 15.75

Additional detail of rate components is available at www.mp.usbr.gov/cvpwaterrates/.

Contract No. 02-WC-20-2217

EXHIBIT B

SOURCE(S) OF NON-PROJECT WATER

Placer County Water Agency's Middle Fork American River Project under water right permits Nos. 12856 and 13858 granted by the California State Water Resources Control Board.

RESOLUTION NO. 06-553

APPROVING THE CONTRACT FOR CONVEYANCE OF NON-PROJECT WATER (WARREN ACT CONTRACT) BETWEEN THE CITY OF ROSEVILLE AND UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, City of Roseville has water supply contracts with the Bureau of Reclamation (USBR) totaling 32,000 acre-feet; and

WHEREAS, the City has water supply contracts and options with the Placer County Water Agency (PCWA) for an additional 30,000 acre-ft; and

WHEREAS, this water is necessary to meet the needs of the City of Roseville projected through build-out; and

WHEREAS, Roseville has worked with the USBR to develop a long-term contract that will allow conveyance of PCWA water through USBR facilities ultimately for Roseville use; and

WHEREAS, the Long-Term Warren Act Contract for Conveyance of Non-Project Water (Contract No. 02-WC-20-2217), between the City of Roseville and the Bureau of Reclamation, has been reviewed by the Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said agreement is approved and that the City Manager is authorized to execute it on behalf of the City of Roseville upon receipt and approval of all required documents by the City Attorney.

PASSED AND ADOPTED by the Council of the City of Roseville this 18th day of October, 2006, by the following vote on roll call:

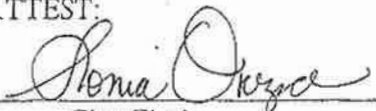
AYES COUNCILMEMBERS: Gray, Allard, Roccucci, Rockholm, Garbolino

NOES COUNCILMEMBERS: None

ABSENT COUNCILMEMBERS: None


MAYOR

ATTEST:


City Clerk

For electronic distribution is a correct copy of the original on file in this office.

ATTEST:

City Clerk of the City of Roseville, California

