

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

CONTRACT NO.
 14-06-200-3474A

CONTRACT BETWEEN THE UNITED STATES AND THE CITY
 OF ROSEVILLE PROVIDING FOR WATER SERVICE

Table of Contents

<u>Article No.</u>	<u>Title</u>	<u>Page No.</u>
	Preamble	1
	Explanatory Recitals	1- 2
1	Definitions	2
2	Term of Contract	2- 3
3	Water to be Furnished to City	4- 7
4	Rate and Method of Payment for Water	7- 8
5	Points of Delivery--Construction and Operation of Facilities--Measurement and Responsibility for Distribution of Water	8-10
6	Nonliability for Water Shortage	11-12
7	Adjustments	12-13
8	Quality of Water	13
9	Charges a General Obligation--Levies Therefor	13
10	All Benefits Conditioned Upon Payment	14-15
11	Remedies Under Contract Not Exclusive--Waivers	15
12	Books, Records, and Reports	15
13	Penalty for Delinquent Payments	16
14	Contingent Upon Appropriation or Allotment of Funds	16
15	Officials Not to Benefit	16-17
16	Notices	17
17	Assignment Limited--Successors and Assigns Obligated	17
18	Determinations	18
19	Water Pollution Control	18-19
20	Assurance Relating to Validity of Contract	19
	Signature page	19

FILED

SEP 1 1967

CITY OF ROSEVILLE
 BY:

1
2 UNITED STATES
3 DEPARTMENT OF THE INTERIOR
4 BUREAU OF RECLAMATION
5 Central Valley Project, California

CONTRACT NO.
14-06-200-3474A

6 CONTRACT BETWEEN THE UNITED STATES AND THE CITY
7 OF ROSEVILLE PROVIDING FOR WATER SERVICE

8 THIS CONTRACT, made this 9th day of September, 1967,

9 in pursuance generally of the Act of June 17, 1902 (32 Stat. 388),
10 and acts amendatory thereof or supplementary thereto, all collectively
11 hereinafter referred to as the Federal reclamation laws, between THE
12 UNITED STATES OF AMERICA, hereinafter referred to as the United States,
13 and the CITY OF ROSEVILLE, hereinafter referred to as the City, a
14 political subdivision of the State of California, duly organized,
15 existing, and acting pursuant to the laws thereof, with its principal
16 place of business in Roseville, California,

17 WITNESSETH, That:

18 EXPLANATORY RECITALS

19 WHEREAS, the United States is constructing and operating
20 the Central Valley Project, California, for the purpose, among others,
21 of furnishing water for irrigation, municipal, industrial, domestic,
22 and beneficial uses; and

WHEREAS, the United States has constructed and is operating
Folsom Dam and Lake as a unit of said Project; and

1 WHEREAS, investigations of the streamflow of the American
2 River and its tributaries indicate that there will be available for
3 the City a water supply from Folsom Lake for municipal, industrial,
4 and domestic uses; and

5 WHEREAS, the City desires to contract, pursuant to the
6 Federal reclamation laws and the laws of the State of California,
7 for a water supply from Folsom Lake for the City at the rate and
8 under the conditions hereinafter set forth;

9 NOW, THEREFORE, in consideration of the covenants herein
10 contained, it is agreed as follows:

11 DEFINITIONS

12 1. When used herein, unless otherwise distinctly expressed
13 or manifestly incompatible with the intent hereof, the terms:

14 (a) "Contracting Officer" shall mean the Secretary of
15 the United States Department of the Interior or his duly
16 authorized representative.

17 (b) "Project" shall mean the Central Valley Project,
18 California, of the Bureau of Reclamation.

19 TERM OF CONTRACT

20 2. (a) This contract shall be effective on January 1, 1971, and
21 shall remain in effect for forty (40) years: Provided, That under

6

1 terms and conditions agreeable to the parties, renewals of this
2 contract may be made for successive periods not to exceed forty
3 (40) years each. The terms and conditions of each renewal shall
4 be agreed upon not later than one (1) year prior to the expiration
5 of the then existing contract.

6 (b) If on January 1, 1971, the City does not own or
7 have available to it for the remainder of the term hereof facilities
8 which in the opinion of the Contracting Officer are adequate for the
9 diversion and conveyance of the water to be made available pursuant
10 to the terms of this contract, this contract shall terminate:
11 Provided, That if such facilities are under construction on that
12 date the Contracting Officer at his option may grant an extension on
13 an annual basis to permit completion of said facilities. Such
14 extension by the Contracting Officer shall not affect the obliga-
15 tion of the City provided in Article 3 of this contract.

WATER TO BE FURNISHED TO CITY

1
2 3. (a) The City shall submit in writing to the Contracting
3 Officer not less than fifteen (15) days prior to the date on which
4 it wishes to take initial delivery of water hereunder and on or
5 before December 15 of each year during the term of this contract a
6 schedule, subject to the provisions of subdivisions (c) and (d) of
7 this article and satisfactory to the Contracting Officer, indicating
8 the desired times and quantities for the taking of all water pursuant
9 to this contract during the following year, and the United States
10 within the provisions hereof shall attempt to furnish said water in
11 accordance with said schedule, or any revision thereof satisfactory
12 to the Contracting Officer submitted by the City within a reasonable
13 time before the desired change of the time or quantities for delivery
14 as nearly as may be feasible, as conclusively determined by the
15 Contracting Officer. The City agrees to pay for such scheduled
16 quantities of water.

17 (b) Each year for a period of five (5) years commencing
18 with 1971 the United States shall furnish and the City each such
19 year shall pay as provided in Article 4 for water from
20 Folsom Lake in the quantities specified in the schedule or any
21 revision thereof submitted by the City in accordance with sub-
22 division (a) and as limited by subdivision (d) of this article:

6
1 Provided, That during 1971 the City shall schedule and pay for a
2 minimum of three thousand (3,000) acre-feet of water: Provided
3 further, That the City shall schedule and pay for a minimum of five
4 thousand (5,000) acre-feet of water for each remaining year of the
5 first 5-year period.

6 (c) Commencing with the year following the period described
7 in subdivision (b) of this article and each year for the remaining
8 period of the contract, the minimum amount of water which the City
9 shall be obligated to schedule and pay for shall be the average annual
10 quantity of water furnished to the City pursuant to this contract
11 during the immediately preceding five years: Provided, however, That
12 the City shall schedule and pay for a minimum of five thousand (5,000)
13 acre-feet for each such year. For the purpose of determining said
14 average annual quantity, the use for the month of December of the
15 last year of the preceding 5-year period will be considered the same
16 as the use during the month of December of the 4th year of such period.

17 (d) The maximum quantity of water which the United States
18 shall be obligated to furnish to the City in any one year shall be
19 forty thousand (40,000) acre-feet. This maximum quantity of water
20 is based on studies which indicate the City's use of water will be
21 as follows:

1	<u>Period</u>	<u>Projected Average Annual Use</u>
2	1971 through 1975	8,300 acre-feet
3	1976 through 1980	10,800 acre-feet
4	1981 through 1985	14,100 acre-feet
5	1986 through 1990	18,300 acre-feet
6	1991 through 1995	24,000 acre-feet
7	1996 through 2000	32,000 acre-feet
8	If the average annual quantity of water furnished to the City pursuant	
9	to this contract for any of the above periods is less than the respec-	
10	tive projected average annual use as shown in this subdivision, then	
11	the projected average annual use for each of the remaining periods	
12	and the maximum quantity of forty thousand (40,000) acre-feet shall	
13	be reduced to the respective quantities obtained by multiplying the	
14	larger quantities by the percentage that the average annual quantity	
15	furnished during said period is of the projected average annual use	
16	indicated for said period. If during any subsequent period the	
17	average annual quantity furnished to the City is less than the	
18	respective revised projected average annual use, then further	
19	revisions shall be made in the manner set forth in this subdivision:	
20	<u>Provided</u> , That the parties may by agreement at any time increase	
21	the amount of water required thereafter to be furnished each year	
22	to the City during the remainder of the term of this contract.	

1 (e) The right to the beneficial use of water furnished
2 to the City pursuant to the terms of this contract shall not be
3 disturbed so long as the City shall fulfill all of its obligations
4 under this contract and any renewal thereof.

5 RATE AND METHOD OF PAYMENT FOR WATER

6 4. (a) The rate for water to be paid pursuant to this contract
7 shall be Nine Dollars (\$9) an acre-foot.

8 (b) Each year the City shall make payment for the amount
9 of water which the City is required to accept and pay for during such
10 year pursuant to Article 3. The City shall pay one-half (1/2) of
11 the amount payable for each year before the first day of each year
12 and shall pay the remainder of said amount before July 1 of said
13 year, or such other later date or dates of the respective year as
14 may be specified by the Contracting Officer in a written notice to
15 the City: Provided, That before initial delivery is made under
16 this contract the City shall pay one-half (1/2) of the amount payable
17 for that year and shall pay the remainder of said amount before
18 July 1 of that year or such later date or dates as may be specified
19 by the Contracting Officer in a written notice to the City:
20 Provided further, That at any time during any year that the quantity
21 of water furnished equals the quantity for which payment has been
22 made as provided for in this article; the City shall pay in advance
23 of any further delivery of water for the total quantity to be fur-
24 nished to it during that year.

1 (c) In the event the City is unable, fails, or refuses to
2 divert the quantities of water available in Folsom Lake for diversion
3 by it and required to be paid for pursuant to this contract or in the
4 event the City in any year fails to submit a schedule for delivery
5 as provided in Article 3, said inability, failure, or refusal shall
6 not relieve the City of its obligation to pay for such water, and
7 the City agrees to make payment therefor in the same manner as if
8 said water had been delivered to it in accordance with this
9 contract.

10 POINTS OF DELIVERY--CONSTRUCTION AND
11 OPERATION OF FACILITIES--MEASUREMENT AND
 RESPONSIBILITY FOR DISTRIBUTION OF WATER

12 5. (a) The water to be furnished to the City pursuant to this
13 contract will be delivered at the outlet from the 84-inch pipeline
14 leading from Folsom pumping plant to Hinkle Reservoir or at such
15 other points of delivery as may be agreed upon between the parties.
16 All pumps, pipelines, storage tanks, distribution lines, and other
17 facilities beyond the point of delivery required to take, measure,
18 convey, and distribute water to the water users served by the City
19 shall be constructed or installed by the City without expense to
20 the United States. Operation and maintenance of such facilities and
21 the expense thereof also shall be the sole responsibility of the
22 City. The facilities may be installed, operated, and maintained

6
1 on or across property of the United States in the area of such
2 delivery point subject to such restrictions and regulations as to
3 type, location, method of installation, operation, and maintenance
4 as may be prescribed by the Contracting Officer. It is specifically
5 recognized and agreed that this contract does not grant to the City
6 right of access to the waters of Folsom Lake or to the adjacent
7 lands of the United States for any purpose except as provided in
8 this article for installation, operation, and maintenance of facilities.

9 (b) All water taken pursuant to this article shall be
10 measured by the United States at the points of delivery provided in
11 subdivision (a) of this article with equipment installed, operated,
12 and maintained by the United States. Upon request of the City the
13 accuracy of such measurements may be investigated by either of the
14 parties and any errors appearing therein adjusted.

15 (c) The United States shall not be responsible for the
16 control, carriage, handling, use, disposal, or distribution of water
17 which may be furnished hereunder beyond the points of delivery, and
18 the City shall hold the United States harmless on account of damage
19 or claim of damage of any nature whatsoever, including property damage,
20 personal injury, or death, arising out of or connected with the control,
21 carriage, handling, use, disposal, or distribution of such water

G

1 beyond the points of delivery: Provided, however, That the United
2 States reserves the right to the use of all waste, seepage, and
3 return-flow water derived from water furnished to the City which
4 escapes or is discharged beyond the boundaries of the water users
5 served by the City's distribution system and nothing herein shall be
6 construed as an abandonment or a relinquishment by the United States
7 of the right to such water.

8 (d) In no event shall the United States at any time be
9 obligated to furnish water at a point of delivery at a rate in excess
10 of sixty-five (65) cubic feet per second. The facilities of the City
11 shall include devices satisfactory to the Contracting Officer which
12 will limit the rate of flow to the City to sixty-five (65) cubic feet
13 per second. The United States shall not be responsible for maintain-
14 ing or limiting the heads or pressures at which the water is delivered.
15 In the event the City's requirements exceed the above rate of flow the
16 United States will at the request of the City install additional pumping
17 and related facilities, which will remain the property of the United
18 States, to provide water at a higher rate of flow not to exceed one
19 hundred and fifty (150) cubic feet per second. The cost of such facili-
20 ties shall be paid by the City. Unless otherwise agreed by the parties,
21 said payment shall be made in full upon completion of the facilities.

1 UNITED STATES NOT LIABLE FOR WATER SHORTAGE OR TEMPORARY REDUCTION

2 6. (a) There may occur at times a shortage during any year in
3 the amount of water available for furnishing to the City by the
4 United States pursuant to this contract through and by means of the
5 Project, but in no event shall any liability accrue against the
6 United States, or any of its officers, agents, or employees for any
7 damage, direct or indirect, arising therefrom. In any year in which
8 there may occur a shortage from any cause, the Contracting Officer
9 reserves the right to apportion the available water supply among the
10 City and others entitled to receive water from the Project, including
11 but not restricted to those entitled to receive water in satisfaction
12 of rights acquired pursuant to the laws of the State of California.
13 In the event that in any year there is delivered hereunder by reason
14 of such shortage or apportionment or any discontinuance or reduction
15 of service as set forth in subdivision (b) of this article less than
16 the quantity of water which the City otherwise would be entitled to
17 receive hereunder, an adjustment shall be made of the amounts paid
18 or payable by the City in the manner provided in Article 7. Such
19 adjustment shall constitute the sole remedy of the City or anyone
20 having or claiming to have through the City the right to the use of
21 any of the water supply provided for herein.

1 (b) The United States may temporarily discontinue or
2 reduce the quantity of water to be furnished hereunder for the
3 purpose of investigation, inspection, maintenance, repair, or
4 replacement as may be necessary of any of the Project facilities
5 used for the furnishing of water hereunder, but so far as feasible
6 the Contracting Officer will give the City thirty (30) days notice
7 in advance of such temporary discontinuance or reduction except in
8 cases of emergency when no notice need be given. In the event of
9 any such discontinuance or reduction, upon the resumption of service
10 and if requested by the City, the United States will attempt to
11 deliver the quantity of water which would have been furnished here-
12 under in the absence of such contingency.

13 ADJUSTMENTS

14 7. The amount of any overpayment by the City by reason of the
15 quantity of water actually available hereunder from the Project
16 during any year, as conclusively determined by the Contracting
17 Officer, having been less than the quantity which the City other-
18 wise would have been required to receive and pay for under the
19 provisions of this contract shall be applied first to any accrued
20 indebtedness arising out of this contract then due and owing to the
21 United States by the City and any amount of such overpayment then
22 remaining shall at the option of the City be refunded or credited

0

1 upon amounts to become due to the United States from the City under
2 the provisions hereof in the ensuing year.

3 QUALITY OF WATER

4 8. The operation and maintenance of Project facilities and the
5 construction of new Project facilities for the provision of Project
6 water under this contract shall be performed in such manner as is
7 practicable to maintain the quality of raw water to be furnished
8 hereunder. The United States is under no obligation to construct or
9 furnish water treatment facilities to maintain or to better the
10 quality of water except to the extent such facilities are part of the
11 Project facilities to be constructed by the United States pursuant to
12 reclamation law or as otherwise required by law. Further, the United
13 States does not warrant the quality of water to be furnished pursuant
14 to this contract.

15 CHARGES A GENERAL OBLIGATION--LEVIES THEREFOR

16 9. (a) The City as a whole is obligated to pay to the United
17 States the charges becoming due as provided in this contract notwith-
18 standing the default in the payment to the City by individual water
19 users of assessments, tolls, or other charges levied by the City.

20 (b) The City will cause to be established, levied, and
21 collected all necessary assessments, tolls, and other charges, and
22 will use all of the authority and resources of the City to meet its
23 obligations hereunder.

ALL BENEFITS CONDITIONED UPON PAYMENT

1
2 10. Should any assessment or assessments levied by the City
3 against any tract of land or water user in the City and necessary
4 to meet the obligations of the City under this contract be judicially
5 determined to be irregular or void, or should the City or its officers
6 be enjoined or restrained from making or collecting any assessments
7 upon such land or from such water user as provided for herein, then
8 such tract shall have no right to any water furnished to the City
9 pursuant to this contract, and no water made available by the United
10 States pursuant hereto shall be furnished for the benefit of any
11 such lands or water users, except upon the payment by the landowner
12 of his assessment or a toll charge for such water, notwithstanding
13 the existence of any contract between the City and the owner or
14 owners of such tract. Contracts, if any, between the City and water
15 users involving water furnished pursuant to this contract shall
16 provide that such use shall be subject to the terms hereof. It is
17 further agreed that the payment of charges at the rates and upon the
18 terms and conditions provided for herein is a prerequisite to the
19 right to water furnished to the City pursuant to this contract and
20 no irregularity in levying taxes or assessments by the City nor lack
21 of authority in the City, whether affecting the validity of City taxes
22 or assessments or not, shall be held to authorize or permit any water

1 user of the City to demand water made available pursuant to this
2 contract unless charges at the rate and upon the terms and conditions
3 provided for herein have been paid by such water user.

4 REMEDIES UNDER CONTRACT NOT EXCLUSIVE--WAIVERS

5 11. Nothing contained in this contract shall be construed as in
6 any manner abridging, limiting, or depriving the United States of any
7 means of enforcing any remedy, either at law or in equity, for the
8 breach of any of the provisions hereof which it would otherwise have.
9 Any waiver at any time by either party to this contract of its rights
10 with respect to a default, or any matter arising in connection with
11 this contract, shall not be deemed to be a waiver with respect to
12 any subsequent default or matter.

13 BOOKS, RECORDS, AND REPORTS

14 12. The City shall establish and maintain accounts and other
15 books and records pertaining to its financial transactions, water
16 supply, water use, and to such other matters as the Contracting
17 Officer may require. Reports thereon shall be furnished to the United
18 States in such form and on such date or dates as may be required by
19 the Contracting Officer. Each party shall have the right during
20 office hours to examine and make copies of the other party's books
21 and official records relating to matters covered by this contract.

1 (b) No official of the City shall receive any benefit
2 that may arise by reason of this contract other than as a water
3 user and in the same manner as other water users under this contract.

4 NOTICES

5 16. (a) Any notice authorized or required to be given to the
6 United States shall be deemed to have been given when mailed, postage
7 prepaid, or delivered to the Regional Director, Region 2, Bureau of
8 Reclamation, Post Office 15011, Sacramento, California 95813. Any
9 notice authorized or required to be given to the City shall be deemed
10 to have been given when mailed in a postage-prepaid or franked
11 envelope, or delivered to the office of the Mayor, City of Roseville.

12 (b) The designation of the addressee or the address given
13 above may be changed by notice given in the same manner as provided
14 in this article for other notices.

15 (c) This article shall not preclude the effective service
16 of any such notice or announcement by other means.

17 ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATED

18 17. The provisions of this contract shall apply to and bind
19 the successors and assigns of the parties hereto, but no assignment
20 or transfer of this contract or any part or interest therein shall
21 be valid until approved by the Contracting Officer.

1 DETERMINATIONS

2 18. (a) Where the terms of this contract provide for action
3 to be based upon the opinion or determination of either party to this
4 contract, whether or not stated to be conclusive, said terms shall not
5 be construed as permitting such action to be predicated upon arbitrary,
6 capricious, or unreasonable opinions or determinations.

7 (b) In the event the City questions any factual determina-
8 tion made by any representative of the Secretary as required in the
9 administration of this contract, any findings as to the facts in
10 dispute thereafter made by the Secretary shall be made only after
11 consultation with the City's governing body.

12 (c) Except as otherwise provided herein, the Secretary's
13 decision on all questions of fact arising under this contract shall
14 be conclusive and binding upon the parties hereto.

15 WATER POLLUTION CONTROL

16 19. The City agrees that it will comply fully with all applicable
17 Federal laws, orders, and regulations, and the laws of the State of
18 California, all as administered by appropriate authorities, concerning
19 the pollution of streams, reservoirs, groundwater, or water courses
20 with respect to thermal pollution or the discharge of refuse, garbage,
21 sewage effluent, industrial waste, oil, mine tailings, mineral salts,
22 or other pollutants. The City further agrees that any contract it may

1 enter into with a third party for the furnishing of Project water
2 will contain a similar water pollution control article.

3 ASSURANCE RELATING TO VALIDITY OF CONTRACT

4 20. Promptly after the execution and delivery of this contract
5 the City shall file and prosecute to a final decree, including any
6 appeal therefrom to the highest court of the State of California, in
7 a court of competent jurisdiction a special proceeding for the judicial
8 examination, approval, and confirmation of the proceedings of the City
9 Council leading up to and including the making of this contract and
10 the validity of the provisions thereof, and this contract shall not
11 be binding on the United States until said proceedings and contract
12 shall have been so confirmed by a court of competent jurisdiction or
13 pending appellate action in any court if ground for appeal be laid.

14 IN WITNESS WHEREOF, the parties hereto have executed this
15 contract the day and year first above written.

16 *B. L. Linn*
17 Appd. Sol. Off.

THE UNITED STATES OF AMERICA

18 By *R. J. Ballerich Jr.*
Regional Director, Region 2
Bureau of Reclamation

19 CITY OF ROSEVILLE

20
21 (SEAL)

By *Frank A. Galli*
22 Title *Vice Mayor*

23 Attest:

24 *William H. Decker*
Title *Councilman*