

**APPENDIX H-2  
ATTACHMENT 6:  
CITY OF ROSEVILLE WATER SUPPLY  
CONTRACTS**

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

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

9 THIS CONTRACT, made this 22 day of November, 2006, pursuant  
10 to the Act of June 17, 1902 (32 Stat. 388), as amended and supplemented; the Act of February  
11 21, 1911 (36 Stat. 925); Section 305 of the Reclamation States Emergency Drought Relief Act of  
12 1991 (106 Stat. 59); and Title 34 of the Act of October 30, 1992, the Central Valley Project  
13 Improvement Act (106 Stat. 4706), all collectively hereinafter referred to as the Federal  
14 Reclamation laws, between THE UNITED STATES OF AMERICA, hereinafter referred to as  
15 the United States, represented by the officer executing this Contract, hereinafter referred to as the  
16 Contracting Officer, and the CITY OF ROSEVILLE, hereinafter referred to as the Contractor;

17 WITNESSETH, That:

18 EXPLANATORY RECITALS

19 WHEREAS, the United States has constructed and is operating the Central Valley  
20 Project (Project), California, for diversion, storage, carriage, distribution and beneficial use, for  
21 flood control, irrigation, municipal, domestic, industrial, fish and wildlife mitigation, protection  
22 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

*CONTRACTOR TO MONITOR  
PCWA MONTHLY  
OPERATIONS.*

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 (c) 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~~  
189 ~~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  
41 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  
54 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  
373 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

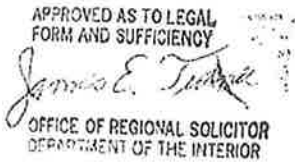
425 delivered to the United States Department of Interior, Bureau of Reclamation, Area Manager,  
426 7794 Folsom Dam Road, Folsom, California 95630-1799, and on behalf of the United States,  
427 when mailed, postage prepaid, or delivered to the City Manager of the City Of Roseville, 311  
428 Vernon Street, Roseville, California 95678. The designation of the addressee or the address may  
429 be changed by notice given in the same manner as provided in this Article for other notices.


430  
431 IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the  
432 day and year first above written.

433

THE UNITED STATES OF AMERICA

434  
435  
436




By:   
Regional Director, Mid-Pacific Region  
Bureau of Reclamation


437 (SEAL)

438

CITY OF ROSEVILLE

439  
440

By:   
City Manager

441 Attest:  
442 By:   
443 City Clerk, City of Roseville

44 (H:\PUB440\Long-Term Warren Act Contracts\City of Roseville. LTWA. 09.19.2006.doc)

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

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

Additional detail of rate components is available at [www.mp.usbr.gov/cvpwaterrates/](http://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 18<sup>th</sup> 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 your convenience, this is a correct copy of the original on file in this office.

ATTEST:  
City Clerk of the City of Roseville, California



AGREEMENT BETWEEN PLACER COUNTY WATER  
AGENCY AND CITY OF ROSEVILLE FOR A  
WATER SUPPLY

*Supp  
keep for  
your records*

THIS AGREEMENT is made this 20th day of November,  
1991, by and between City of Roseville (the "City") a municipal  
corporation and the Placer County Water Agency (the "Agency"), and

W I T N E S S E T H:

WHEREAS, on May 17, 1989, the Agency and the City entered into  
a contract relating to the interconnection of their water systems  
which provided, among other things, an option to Roseville to  
purchase up to 10,000 acre feet annually of raw water which the  
Agency has permits to divert from the North Fork of the American  
River and Folsom Reservoir and a further option to increase that  
amount, under certain circumstances, from 10,000 to 20,000 acre  
feet annually. That agreement also provided that the delivery of  
the option water shall be from either the Agency's present Auburn  
or Folsom Reservoir diversion points, or from any other diversion  
points acceptable to the parties that may be approved by the State  
Water Resources Control Board, and that the delivery shall be  
pursuant to subsequent agreements and arrangements to be made  
between the City, the Agency, the USBR and the State Water  
Resources Control Board.

WHEREAS, on January 25, 1991, the City notified the Agency  
that it was exercising its option to purchase the 10,000 acre feet

[DRAFT: November 12, 1991  
revision]

of water annually and that it was also exercising its right to ~~obtain an option to the second 10,000 acre feet annually.~~

WHEREAS, the parties now desire to enter into a agreement to set forth the terms and conditions for the annual delivery of the 10,000 acre feet of water which the City elected to purchase on January 25, 1991.

NOW, THEREFORE, the parties mutually agree as follows:

1. DEFINITIONS - When used in this agreement, the following terms shall have the meanings hereinafter set forth.

(a) "USBR" shall mean the United States Department of the Interior, Bureau of Reclamation.

(b) "YEAR" shall mean the 12-month period from January 1 through December 31, both dates inclusive.

2. TERM OF AGREEMENT - This agreement shall be effective upon ~~the date first above written and shall remain in effect through the year 2011;~~ provided, however, that if within three years from the date of this agreement (a) the Agency and the City fail to secure adequate assurances from the USBR that the USBR will permit the City to take delivery of the water provided for in this agreement from Folsom Reservoir, or (b) the Agency after using its best efforts fails to obtain from the State Water Resources Control Board approval of any point of rediversion from Folsom Reservoir under the Agency's water right Permits No. 13856 and 13858 that may be needed to enable such water to be delivered to the City, either party may terminate this agreement within 30 days after the end of

[DRAFT: November 12, 1991  
revision]

the three years by giving the other written notice of its election to do so. Upon such termination by either party the City shall be entitled to a refund of all amounts paid to the Agency pursuant to this agreement, and the City's right to purchase the 10,000 acre feet annually shall cease.

3. AGREEMENT RENEWAL - Renewals of this agreement may be made for successive periods not to exceed twenty (20) years each. The terms and conditions of each renewal shall be agreed upon not later than one year prior to the expiration of the then existing agreement.

4. WATER TO BE FURNISHED TO THE CITY - Each year of this agreement the Agency will provide the City a firm supply of 10,000 acre feet of water from the water available to the Agency annually under its water right permits 13856 and 13858, which amount is hereinafter referred to as the City's annual entitlement.

5. DELIVERY OF WATER - All water to be furnished pursuant to this agreement will be delivered by the Agency into Folsom Reservoir and the City shall be responsible for the transportation of the water out of Folsom Reservoir into the City's facilities, including the payment of any charges made by the USBR relating to the delivering of this water out of Folsom Reservoir. Also, if it is necessary to construct facilities to divert this water out of Folsom Reservoir, the City shall be responsible for all costs of such construction and for processing any necessary approvals for such construction.

6. DELIVERY SCHEDULE - Upon the execution of this agreement, the City shall submit a written schedule to the Agency indicating the times and quantities of water to be taken from Folsom Reservoir by and for the benefit of the City pursuant to this agreement during the remainder of 1991. Thereafter, on or before December 1 of each year, beginning in 1991, the City shall submit a written schedule to the Agency indicating the times and quantities of water to be taken from Folsom Reservoir by or for the benefit of the City pursuant to this agreement during the following year. The Agency shall, consistent with its water rights, the provisions hereof and to the maximum extent feasible, furnish water in accordance with the schedules submitted by the City or any revisions thereof that are satisfactory to the Agency.

7. MEASUREMENT - The City shall measure or cause to be measured all water furnished pursuant to this agreement at the USBR's point of delivery into City facilities. Such measurement shall be with equipment satisfactory to the Agency and the City, and the Agency shall be furnished written reports on the daily deliveries to City. The Agency may inspect such measuring equipment for the purpose of determining the accuracy thereof at any time and any errors appearing therein will be adjusted.

8. WATER SHORTAGES - (a) There may occur at times a shortage or shortages during any year or years in the quantity of water available to the Agency for delivery to the City. In such events no liability shall accrue against the Agency or any of its respective officers, agents or employees for any damage, direct or

indirect, arising from such shortage or shortages. In any year in which there may occur a shortage, from any cause, the Agency reserves the right to equitably apportion in proportion its available water supply among the City and others entitled to receive water from the Agency. If in any year the city is delivered less than the quantity of water which the City otherwise would be entitled to receive hereunder, an adjustment with interest at the legal rate shall be made in the amounts to be paid by the City provided for in Article 11. To the extent of such deficiency in delivery, such adjustment shall constitute the sole remedy of the City or anyone having or claiming to have by, through or under the City, the right to the use of any of the water supply provided for herein.

(b) The Agency may temporarily discontinue or reduce the amount of water to be furnished to the City as provided for herein for the purpose of maintaining, repairing, replacing, investigating or inspecting any of the facilities necessary for the storage or furnishing of water to the City. Insofar as it is feasible, the Agency will give the City due notice in advance of such temporary discontinuances or reductions, except in cases of emergency, in which case no notice need be given. In the event of any such discontinuance or reduction, the Agency will, upon the resumption of service, attempt to approximate delivery of the quantity of water which would have been furnished to the City in the absence of such contingency.

9. WATER QUALITY - The Agency assumed no responsibility with respect to the quality of the water to be furnished pursuant to this agreement and does not warrant the quality of any such water.

10. RESPONSIBILITIES FOR DELIVERY AND DISTRIBUTION OF WATER -

Neither the Agency nor its officers, agents or employees shall be liable for the control, carriage, handling, use, disposal, or distribution of water furnished to City hereunder outside of facilities then being operated or maintained by the Agency, nor for claims of damages of any nature whatsoever, including but not limited to property damage, personal injury or death, arising out of or connected with the control, carriage, handling, use, disposal, or distribution of such water beyond said facilities and the City shall indemnify and hold harmless the Agency and its officers, agents and employees from any such damages or claims of damages.

11. RATE AND METHOD OF PAYMENT FOR WATER - For each acre-foot of annual entitlement deliverable to be delivered to the City pursuant to this agreement through 1994, the City shall pay the Agency \$7.25. For each acre-foot of annual entitlement deliverable to the City pursuant to this agreement after January 1, 1995, the City shall pay the Agency an amount equal to the price then being quoted by the USBR for new or renewed agreements for water delivered from Folsom Reservoir for domestic, municipal and industrial purposes for that year, but in no event less than \$7.25 per acre-foot. Payments for the City's annual entitlements shall

be made to the Agency quarterly in advance on or before January 1, April 1, July 1 and October 1 of each year beginning in 1992.

The parties acknowledge that water was delivered to City by Agency during 1991 prior to this Agreement. City shall pay Agency for such water delivered during 1991 at the rate of \$7.75 per acre-foot actually delivered. Payment shall be made on or before January 31, 1992. City shall have no further liability for water delivered or held available during 1991 except for that 10,000 acre feet of water still held available under the unexercised portion of the option agreement.

12. INTEREST ON OVERDUE PAYMENTS - The City shall pay the Agency interest at the legal rate for interest on judgments on any charges that remain unpaid after they become due and payable.

13. OBLIGATION OF CITY TO MAKE PAYMENTS -

(a) Character of Obligation.

The obligations of the City arising out of or pursuant or incidental to this agreement shall constitute general obligations of the City, and the City shall use all the powers and resources available to it under the law to collect the funds necessary for and to pay its obligations to the Agency under this agreement. The City as a whole is obligated to pay to the Agency the payments becoming due under this agreement, notwithstanding any individual default by its water users, constituents or others in the payment to the City of assessments, taxes, tolls, or other charges levied by the City.

~~(b) Refusal of Water Does Not Affect Obligation.~~

The City's Failure or refusal to accept delivery of any of its annual entitlement in any year shall in no way relieve it of its obligation to make payments to the Agency for that year's annual entitlement as provided for herein.

14. REMEDIES NOT EXCLUSIVE - The use by either party of any remedy specified for the enforcement of this agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

15. WAIVER OF RIGHTS - Any waiver at any time by either party of its rights with respect to a breach or default, or any other matter arising in connection with this agreement, shall not be deemed to be a waiver with respect to any other breach, default or matter.

16. ASSIGNMENT - The provisions of this agreement shall apply to and bind the successors and assigns of the respective parties, but no assignment or transfer of this agreement, or any part hereof or interest herein, shall be valid until and unless approved by the Agency.

17. AREA SERVED BY THE CITY - Water delivered to the City pursuant to this agreement shall not be sold or otherwise disposed of by the City for use outside of the City's boundaries, as they may exist from time to time, without the prior written consent of the Agency.

18. OPINIONS AND DETERMINATIONS - Where the terms of this agreement provide for action to be based upon, judgment, approval,

[DRAFT: November 12, 1991  
revision]

review, or determination of either party, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

19. NOTICES - All notices that are required either expressly or by implication to be given by any party to the other under this agreement shall be signed for the Agency and for the City by such officers as they may, from time to time, authorize in writing to so act.

Any notices to parties required by this agreement shall be delivered or mailed, U.S. first class postage prepaid, addressed as follows:

CITY

Jerry Jackson  
Environmental Utilities  
Director  
316 Vernon Street, Room 100  
Roseville, CA 95678

AGENCY

Richard Milbrodt  
General Manager  
P.O. Box 6570  
Auburn, CA 95604

and

Steve Dillon  
Community Development Director  
316 Vernon Street, Room 104  
Roseville, CA 95678

Either party may amend its address for notice by sending notice to the other party.

20. INSPECTION OF BOOKS AND RECORDS - The proper officers or agents of the City shall have full and free access at all, reasonable times to the account books and official records of the

[DRAFT: November 12, 1991  
revision]

Agency insofar as the same pertain to the matters and things provided for in this agreement, with the right at any time during office hours to make copies thereof at the City's expense, and the proper representatives of the Agency shall have similar rights in respect to the account books and records of the City.

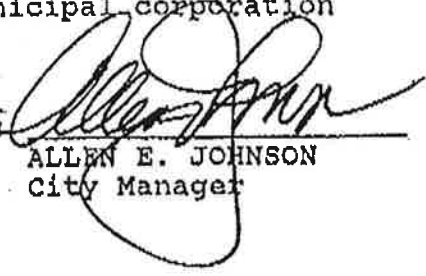
21. INTEGRATION. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

22. ATTORNEY'S FEES. In any action brought by either party to enforce the terms of this agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. 91-299, adopted by the Council of the City of Roseville on the 20th day of November, 1991, and Agency has caused this agreement to be executed.


CITY OF ROSEVILLE, a  
municipal corporation

BY:

  
ALLEN E. JOHNSON  
City Manager

PLACER COUNTY WATER AGENCY,  
a public agency

BY:

  
RICHARD MILBRODT  
General Manager

ATTEST:

Helen Florence  
HELEN FLORANCE  
City Clerk

ATTEST:

\_\_\_\_\_  
Secretary

APPROVED AS TO FORM:

Michael F. Dean  
MICHAEL F. DEAN  
City Attorney

APPROVED AS TO SUBSTANCE:

Jerry Jackson  
JERRY JACKSON  
Environmental Utilities Director

Steven Dillon  
STEVEN DILLON  
Community Development Director

RESOLUTION NO. 91-299

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE APPROVING  
AN AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND PLACER  
COUNTY WATER AGENCY  
AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF  
THE CITY OF ROSEVILLE

WHEREAS, an agreement for Purchase of Water Supply between the  
City of Roseville and Placer County Water Agency

has been prepared and has been reviewed by the Council;

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.

PASSED AND ADOPTED by the Council of the City of Roseville  
this 20th day of November , 1991, by the following vote  
on roll call:

- AYES COUNCILMEMBERS: Pauline Roccucci, Fred M. Jackson, Harry Crabb, Jr.,  
Mel Hamal, Bill Santucci
- NOES COUNCILMEMBERS: None
- ABSENT COUNCILMEMBERS: None

Bill Santucci  
MAYOR

ATTEST:

Helen Florence  
City Clerk

The foregoing to the city is a correct copy of the  
original on file in this office.

ATTEST:  
Ellen [Signature]  
CITY CLERK



CITY CLERK  
**CITY OF ROSEVILLE**

TRADITION • PRIDE • PROGRESS

311 VERNON STREET, #208 • ROSEVILLE, CA 95678  
(916) 774-5263 • TDD (916) 774-5220 • FAX (916) 786-9175

January 22, 1996

Placer County Water Agency  
P.O. Box 6570  
Auburn, CA 95604

**PLACER COUNTY WATER AGENCY CONTRACT AMENDMENT**

The Roseville City Council at the meeting of January 17, 1996, approved the above agreement between your company and the city. I am enclosing three copies of the agreement, which have been executed by the City Manager along with a certified copy of authorizing Resolution No.96-27. Please return a completely executed copy to our office, for our records.

If you have any questions, please contact Environmental Utilities at 774-5330.

CAROLYN PARKINSON  
City Clerk

by:

Elly Allen,  
Deputy Clerk

cc: City Attorney  
Finance  
Env. Utilities ✓

Draft 1/3/96

AGREEMENT BETWEEN PLACER COUNTY WATER AGENCY  
AND CITY OF ROSEVILLE AMENDING NOVEMBER 20,  
1991 WATER SUPPLY CONTRACT

This agreement is made this 17th day of January,  
1996, by and between the City of Roseville ("the City"), a  
municipal corporation, and the Placer County Water Agency (the  
"Agency").

W I T N E S S E T H

WHEREAS, on November 20, 1991, the Agency and the City  
entered into two contracts, one in which the Agency agreed to  
furnish the City a water supply in Folsom Reservoir (the "Water  
Supply Contract") and the other in which the City agreed to wheel  
Agency water through the City from the Intertie Line to a delivery  
point in the vicinity of Baseline and Cook Riolo Roads (the  
"Wheeling Contract"); and

WHEREAS, on October 6, 1994 the Agency and the City  
supplemented their May 17, 1989 contract which, among other things,  
provided the City options to purchase water;

WHEREAS, the Water Supply Contract provided that the  
price to be paid for water made available to the City after January  
1, 1995, would be an amount equal to the price then being quoted by  
the United States Bureau of Reclamation ("USBR") for new or renewed  
agreements for water delivered from Folsom Reservoir for domestic,

municipal and industrial purposes, but in no event less than \$7.25 per acre-foot; and

WHEREAS, in November 1991, both parties assumed that in 1995 and thereafter the USBR would have one uniform price for new or renewed agreements for water delivered from Folsom Reservoir and neither foresaw the passage by Congress of the Central Valley Project Improvement Act in 1992 which requires the addition of a mitigation and restoration payment to USBR charges for water; and

WHEREAS, the parties desire to (a) amend the Water Supply Contract to specify the price the City is to pay the Agency for water in 1995 and thereafter, (b) clarify that there will be no charge by the City for wheeling water for the Agency pursuant to the Wheeling Contract, and (c) to revise the option provisions in the May 17, 1989 contract as supplemented by the October 6, 1994 agreement.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Article 11 of the Water Supply Contract is amended to read:

11. RATE AND METHOD OF PAYMENT FOR WATER - For each acre foot of annual entitlement deliverable to the City pursuant to this agreement through June 30, 1995, the City shall pay the Agency \$7.25. For each acre foot of annual entitlement deliverable to the City from July 1, 1995 through June 30, 1998, the City shall pay the Agency \$10.

For each acre foot of annual entitlement deliverable to the City from July 1, 1998 through June 30, 2000, the City shall pay the Agency \$11. Beginning on July 1, 2000 and each fiscal year thereafter, the City shall pay the Agency for each acre foot of annual entitlement deliverable to the City an amount equal to the average of the acre foot prices the City, San Juan Water District and the Agency are required to pay to the USBR, exclusive of any mitigation or restoration payments, during that year for water made available to them by the USBR in Folsom Reservoir for domestic, municipal and industrial purposes. If in any year any of the three (the City, San Juan and the Agency) are not required to pay the USBR for water that year, the price the City shall pay the Agency shall be the average of the acre foot prices the other two are required to pay to the USBR that year. Payments for the City's annual entitlements shall be made to the Agency quarterly in advance on or before July 1, October 1, January 1 and April 1 of each fiscal year.

2. The City's option to purchase 20,000 acre-feet annually from the Agency, which runs until June 20, 2011 as

provided for in the May 17, 1989 contract, as modified by the October 6, 1994 contract, is modified as follows:

(a) The City will not purchase more than 5,000 of the 20,000 acre-feet before July 1, 1999.

(b) The City will not purchase more than 10,000 of the 20,000 acre-feet before July 1, 2004.

(c) The City will not purchase more than 15,000 of the 20,000 acre-feet before July 1, 2009.

(d) The City will not purchase any of the 20,000 acre-feet in blocks of less than 5,000 acre-feet.

Except in the case of an emergency, as provided below, in order to exercise any portion of its option to purchase water, the City shall give the Agency 24 months advance written notice of its intent to do so. The annual fee for the option for the first 10,000 acre-feet shall be either \$1 per acre foot or ten percent of the acre foot price which the City is required to pay the Agency during that year for water pursuant to Article 11 of the Water Supply Contract, whichever is higher. The annual fee for the

option for the remaining 10,000 acre-feet shall be either \$0.50 per acre foot or five percent of the acre foot price the City is required to pay the Agency during that year for water pursuant to Article 11 of the Water Supply Contract, whichever is higher. Notwithstanding any other provisions of this paragraph, if in the event of an emergency the City needs water in addition to that which it has already contracted to purchase from the Agency, and the Agency can make such additional water available to the City during the emergency without jeopardizing the Agency's other customers, the Agency shall offer such water to the City and the City may purchase additional water, up to the amount of the City's then unexercised option rights, at the then current per acre foot price for water provided under the Water Supply Contract. Purchases of such additional water for emergencies shall not be deemed to be exercises of any of the City's option rights provided for in this paragraph 2 and shall not adversely affect such option rights.

3. The City shall not charge the Agency for wheeling water through the City's system pursuant to the provisions of the Wheeling Contract; however, the Agency shall be required to pay for maintenance and repairs on pipelines as provided for in Article 4 of the Wheeling Contract.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this agreement in duplicate by its City Manager and attested to by its City Clerk



RESOLUTION NO. 96-27

APPROVING AN AMENDMENT TO 1991 WATER SUPPLY AGREEMENT  
BETWEEN CITY OF ROSEVILLE AND THE PLACER COUNTY WATER AGENCY,  
AND AUTHORIZING THE CITY MANAGER  
TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an amendment to the Agreement for water supply dated November 20, 1991, between City of Roseville and The Placer County Water Agency, has been reviewed by the Council;


NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said agreement amendment is approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this 17<sup>th</sup> day of January, 1996, by the following vote on roll call:


AYES COUNCILMEMBERS: Mel. Hamel, Claudia Gamar, Randolph Graham, Pauline Roccecci, Harry Grabb

NOES COUNCILMEMBERS: None

ABSENT COUNCILMEMBERS: None

  
MAYOR

ATTEST:

  
City Clerk



United States Department of the Interior  
BUREAU OF RECLAMATION

MID-PACIFIC REGIONAL OFFICE  
2800 COTTAGE WAY  
SACRAMENTO, CALIFORNIA 95825

IN REPLY  
REFER TO: MP-440  
832.

**FILED**  
DEC 8 1976  
CITY OF ROSEVILLE  
BY *[Signature]*



*Don  
U.S. Dept  
Bureau of Reclam  
Water Supply Cont.*

City Council  
City of Roseville  
316 Vernon Street  
Roseville, California 95673

Gentlemen:

This letter serves as an amendment to Article 3 of your Contract No. 14-06-200-3474A. Article 3 states that in order to maintain the right to ultimately purchase the maximum quantity of water, the City must purchase certain minimum annual quantities throughout the life of the contract.

Article 3 projected the average annual use as 8,300 acre-feet for the period of January 1, 1971, through December 31, 1975. Bureau records show that the City used or paid for a total of 32,966 acre-feet of water during that period which is an average annual use of 6,640 acre-feet. The City's average annual use was, therefore, 80% of the original projected quantity.

Based on the above figures and the provisions of article 3, it is necessary to reduce the maximum quantity of water the United States is obligated to furnish the City in any one year to 32,000 acre-feet (80% of the original maximum quantity). The projected average annual use is also reduced to 80% of the original quantity. The following table shows both the original and the revised projected average annual use for each contract period.

<u>Contract Period</u>	<u>Projected Average Annual Use</u>	
	<u>Original Acre-Feet</u>	<u>Revised Acre-Feet</u>
1971 through 1975	8,300	6,640
1976 through 1980	10,800	8,640
1981 through 1985	14,100	11,280
1986 through 1990	18,300	14,640
1991 through 1995	24,000	19,200
1996 through 2000	32,000	25,600
2000 on	40,000	32,000
Maximum Quantity	40,000	32,000



Article 3(d) provides for amending the contract if joint Bureau and City studies indicate that there is a substantial difference between actual water needs and the amounts to be provided in the remaining periods of the existing contract. If, in the future, the need for an amendment appears necessary, we will be pleased to consider your request for such a contract.

Sincerely yours,

A handwritten signature in cursive script that reads "M. A. Catino". The signature is written in dark ink and is positioned above the typed name.

M. A. Catino  
Acting Regional Director

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

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FILED

SEP 1967

CITY OF ROSEVILLE  
 BY 28

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 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

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

(b) Each year for a period of five (5) years commencing with 1971 the United States shall furnish and the City each such year shall pay as provided in Article 4 for water from Folsom Lake in the quantities specified in the schedule or any revision thereof submitted by the City in accordance with subdivision (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 Provided, 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

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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

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.





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

QUALITY OF WATER

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

CHARGES A GENERAL OBLIGATION--LEVIES THEREFOR

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

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

ALL BENEFITS CONDITIONED UPON PAYMENT

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10. Should any assessment or assessments levied by the City against any tract of land or water user in the City and necessary to meet the obligations of the City under this contract be judicially determined to be irregular or void, or should the City or its officers be enjoined or restrained from making or collecting any assessments upon such land or from such water user as provided for herein, then such tract shall have no right to any water furnished to the City pursuant to this contract, and no water made available by the United States pursuant hereto shall be furnished for the benefit of any such lands or water users, except upon the payment by the landowner of his assessment or a toll charge for such water, notwithstanding the existence of any contract between the City and the owner or owners of such tract. Contracts, if any, between the City and water users involving water furnished pursuant to this contract shall provide that such use shall be subject to the terms hereof. It is further agreed that the payment of charges at the rates and upon the terms and conditions provided for herein is a prerequisite to the right to water furnished to the City pursuant to this contract and no irregularity in levying taxes or assessments by the City nor lack of authority in the City, whether affecting the validity of City taxes 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.



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

ASSURANCE RELATING TO VALIDITY OF CONTRACT

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

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

*E. J. Linn*  
Appd. Col. Off.

THE UNITED STATES OF AMERICA  
By *R. J. Ballerich Jr.*  
Regional Director, Region 2  
Bureau of Reclamation

CITY OF ROSEVILLE

By *Frank A. Gulli*  
Title *Vice Mayor*

(SEAL)

Attest:  
*William H. Petrick*  
Title *Councilman*