

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  
SACRAMENTO SUBURBAN WATER DISTRICT

Table of Contents

<u>Article No.</u>	<u>Title</u>	<u>Page No.</u>
	Preamble .....	1
	Explanatory Recitals .....	2-3
1	Definitions.....	3-4
2	Term of Contract.....	4-5
3	Conveyance, Points of Delivery, and Measurement of Non-Project Water .....	5-7
4	Scheduling and Reporting Obligations of the Contractor .....	7-8
5	Payment for Conveyance .....	8-9
6	United States Not Responsible for Conveyance of Non-Project Water.....	10
7	Adjustments .....	10
8	United States Not Liable.....	10-11
9	Opinions and Determinations .....	11
10	Contractor to Pay Certain Miscellaneous Costs.....	11-12
11	Medium for Transmitting Payments .....	12
12	Charges for Delinquent Payments.....	12
13	Protection of Water And Air Quality .....	12-13
14	General Obligation--Benefits Conditioned Upon Payment .....	13
15	Rules, Regulations, and Reports .....	13-14
16	Equal Employment Opportunity .....	14-15
17	Books, Records, and Reports .....	15

Table of Contents - continued

<u>Article No.</u>	<u>Title</u>	<u>Page No.</u>
18	Contingent on Appropriation or Allotment of Funds .....	16
19	Assignment Limited--Successors and Assigns Obligated.....	16
20	Officials Not to Benefit.....	16
21	Compliance With Civil Rights Laws and Regulations .....	16-17
22	Contract Drafting Considerations .....	17
23	Notices .....	17
	Signature Page.....	18

Exhibit A – Water Rates

Exhibit B – Sources of Non-Project Water

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

7 CONTRACT FOR CONVEYANCE OF NON-PROJECT WATER  
8 BETWEEN THE UNITED STATES  
9 AND  
10 SACRAMENTO SUBURBAN WATER DISTRICT

11 THIS CONTRACT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
12 pursuant to the Act of June 17, 1902 (32 Stat. 388), as amended and supplemented, the Act of  
13 February 21, 1911 (36 Stat. 925), Section 305 of the Reclamation States Emergency Drought  
14 Relief Act of 1991 (106 Stat. 59); and Title XXXIV of the Act of October 30, 1992, the Central  
15 Valley Project Improvement Act (106 Stat. 4706), all collectively hereinafter referred to as the  
16 Federal Reclamation laws, between THE UNITED STATES OF AMERICA, hereinafter referred  
17 to as the United States, acting through the Bureau of Reclamation, hereinafter referred to as the  
18 Contracting Officer, and the SACRAMENTO SUBURBAN WATER DISTRICT, hereinafter  
19 referred to as the Contractor,

20 WITNESSETH, That:

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EXPLANATORY RECITALS

WHEREAS, the United States has constructed and is operating the Central Valley Project (Project), California, for diversion, storage, carriage, distribution and beneficial use, flood control, irrigation, municipal, domestic, industrial, fish and wildlife mitigation, protection and restoration, generation and distribution of electric energy, salinity control, navigation and other beneficial uses, of waters of the Sacramento River, the American River, the Trinity River, and the San Joaquin River and their tributaries; and

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

WHEREAS, the Contractor and the United States entered into Contract No. 05-WC-20-2918 dated March 1, 2005, which provides for conveyance and/or storage of Non-Project Water in facilities of the Project through February 28, 2006; and

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

WHEREAS, the United States has also entered into similar contracts for the conveyance of Non-Project Water, provided by the Placer County Water Agency (PCWA), with the City of Roseville and the San Juan Water District; and

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

43 NOW, THEREFORE, in consideration of the covenants herein contained, the  
44 parties agree as follows:

45 DEFINITIONS

46 1. When used herein, the term:

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

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

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

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

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

59 (f) "Non-Project Water" shall mean water acquired by or available to the  
60 Contractor from the source(s) identified in Exhibit B, attached hereto and incorporated herein by  
61 reference;

62 (g) "PCWA" shall mean the Placer County Water Agency, a political  
63 subdivision of the State of California, duly organized with its principal place of business in  
64 Auburn, California.

65 (h) "PCWA Water Contract" shall mean the contract for a water supply of up  
66 to 29,000 acre-feet annually dated June 1, 2000, between the Contractor's predecessor in interest,  
67 Northridge Water District, and PCWA titled, "Agreement Between Placer County Water Agency  
68 and Northridge Water District for a Water Supply for Groundwater Stabilization," and any  
69 amendment, extension or renewal thereof;

70 (i) "Project" shall mean the Central Valley Project owned by the United  
71 States and operated by the Department of Interior, Bureau of Reclamation;

72 (j) "Project Facilities" shall mean the Folsom Reservoir, Folsom Pumping  
73 Plant, and Folsom Pipeline of the Project;

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

78 (l) "Rates" shall mean the payments determined annually by the Contracting  
79 Officer in accordance with the then current applicable water rate setting policies for the Project;

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

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

84 TERM OF CONTRACT

85 2. (a) This Contract shall become effective on March 1, 2006, and shall remain  
86 in effect through February 28, 2031, unless terminated by the operation of law or by mutual

87 agreement of the parties hereto. Provided, that upon 30 days' advance written notice to the  
88 Contractor, this Contract may be terminated by the Contracting Officer at an earlier date, if the  
89 Contracting Officer determines that the Contractor has not been complying with one or more of  
90 the terms and conditions of this Contract; Provided further, that the Contracting Officer may  
91 make a determination not to terminate this Contract if the Contractor can show full compliance  
92 or a time schedule for compliance that is satisfactory to the Contracting Officer within the 30-day  
93 notice period.

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

97 CONVEYANCE, POINTS OF DELIVERY, AND MEASUREMENT  
98 OF NON-PROJECT WATER

99 3. (a) The Contractor may cause up to 29,000 acre-feet of Non-Project Water  
100 each Year to be introduced into Folsom Reservoir from the source(s) listed in Exhibit B. The  
101 United States shall convey said water to the Contractor's Point of Delivery through Excess  
102 Capacity in Project Facilities in accordance with a schedule, or any revision or revisions thereof,  
103 submitted by the Contractor and approved by the Contracting Officer during the term hereof. If  
104 at any time the Contracting Officer determines that there will not be Excess Capacity in Project  
105 Facilities sufficient to receive, transport, and convey the Non-Project Water in accordance with  
106 the approved schedule, the Contracting Officer shall so notify the Contractor in writing. Within  
107 24 hours of said notice, the Contractor shall revise its schedule accordingly.

108           (b)     The amount of Non-Project Water conveyed to the Contractor through  
109 Project Facilities in any 30-day period shall not exceed the quantity of Non-Project Water  
110 previously introduced into Folsom Reservoir by the Contractor. The Contractor will be  
111 responsible for requiring PCWA to make releases during the months of July, August, September,  
112 and October and any other month the California State Water Resources Control Board  
113 determines that PCWA has no right to divert the natural flow of the American River, from  
114 PCWA's upstream reservoirs, of the quantity of water that equals the quantity of water that the  
115 Contractor has scheduled to introduce into Folsom Reservoir during each of those months, plus  
116 five percent for transportation losses.

117           (c)     Exhibit B may be modified or replaced by agreement of the parties to  
118 reflect any changes made to sources of Non-Project Water to be conveyed hereunder, without  
119 amending this Contract.

120           (d)     The Non-Project Water shall be used as M&I Water only.

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

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

134 (g) Non-Project Water conveyed by the United States to the Contractor  
135 pursuant to this Contract will be conveyed to the Contractor's Point of Delivery established  
136 pursuant to subdivision (c) of Article 1.

137 (h) The Contractor shall utilize the Non-Project Water conveyed pursuant to  
138 this Contract in accordance with all requirements of any applicable Biological Opinion.

139 (i) All Non-Project Water conveyed to the Contractor pursuant to this  
140 Contract shall be measured and recorded with equipment furnished, installed, operated, and  
141 maintained by the Contractor. Upon the request of either party to this Contract, the Contractor  
142 shall investigate the accuracy of such measurements and shall take any necessary steps to adjust  
143 any errors appearing therein.

144 SCHEDULING AND REPORTING OBLIGATIONS OF THE CONTRACTOR

145 4. (a) On or before each March 1, or at such other times as the Contracting  
146 Officer determines to be necessary, the Contractor shall submit to the Contracting Officer a  
147 written schedule, satisfactory to the Contracting Officer, showing the dates and estimated  
148 monthly quantities of Non-Project Water to be introduced into Folsom Reservoir and conveyed  
149 by the United States to the Contractor pursuant to this Contract for the upcoming Year. During  
150 each month, the Contractor will revise said schedule if necessary to reflect the actual amount of

151 Non-Project Water introduced into Folsom Reservoir and conveyed by the United States to the  
152 Contractor pursuant to this Contract.

153 (b) For each month, before the 10<sup>th</sup> day of the succeeding month, the  
154 Contractor shall furnish a monthly report of daily operations that is satisfactory to the  
155 Contracting Officer which tabulates PCWA's right to the natural flow in the American River, the  
156 quantity of releases from PCWA's upstream storage, and the quantity of Non-Project Water  
157 scheduled by the Contractor pursuant to this Contract.

158 (c) The Contractor shall advise the Contracting Officer on or before the 10th  
159 calendar day of each month of the actual daily quantities of Non-Project Water taken the previous  
160 month by the Contractor at the Contractor's Point of Delivery pursuant to this Contract. At the  
161 same time, the Contractor shall provide the Contracting Officer with daily operational reports  
162 demonstrating that PCWA or other entity providing Non-Project Water to the Contractor has  
163 made sufficient water available in Folsom Reservoir for subsequent delivery of Non-Project  
164 Water to the Contractor.

165 PAYMENT FOR CONVEYANCE

166 5. (a) The Rates to be paid to the United States for Non-Project Water conveyed  
167 pursuant to this Contract are set forth in Exhibit A and are subject to annual adjustment pursuant  
168 to the then current Project M&I Rate Setting Policy to cover all costs incurred for the conveyance  
169 of said Non-Project Water.

170 (b) By December 31 of each Calendar Year, the Contracting Officer shall  
171 provide the Contractor with the final Rates to be in effect for the upcoming Year, and such  
172 notification shall revise Exhibit "A."

173           (c)     The Contractor agrees to pay for Non-Project Water conveyed pursuant to  
174 this Contract at the cost-of-service rate as calculated in accordance with the Project M&I Rate  
175 Setting Policy.

176           (d)     At the time the Contractor submits an initial schedule for the conveyance  
177 of Non-Project Water pursuant to subdivision (a) of Article 4 of this Contract, the Contractor  
178 shall pay the Contracting Officer one-half of the total amount payable for the Non-Project Water  
179 scheduled to be conveyed for the Year. The Contractor shall pay the remainder of the amount  
180 payable for Non-Project Water scheduled to be conveyed for the Year on or before September 1  
181 of the respective Year. Non-Project Water will not be conveyed in advance of payment.

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

188           (f)     If at any time the Contractor diverts more Non-Project Water from Project  
189 Facilities than the quantity that was scheduled pursuant to subdivision (a) of Article 4 of this  
190 Contract, then the Contractor shall ensure that PCWA will release additional Non-Project Water  
191 to be introduced into Folsom Reservoir equal to the quantity actually used plus five percent for  
192 conveyance or transportation losses, and shall pay for conveyance of this additional Non-Project  
193 Water at the Rates identified in Exhibit A.

194 UNITED STATES NOT RESPONSIBLE FOR CONVEYANCE OF NON-PROJECT WATER

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

198 ADJUSTMENTS

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

206 UNITED STATES NOT LIABLE

207 8. The Contractor hereby releases and agrees to defend and indemnify the United  
208 States and its officers, agents, and employees from every claim for damage to persons or  
209 property, direct or indirect, resulting from the Contractor's performance of this Contract,  
210 including the introduction of Non-Project Water into Folsom Reservoir and the diversion and/or  
211 extraction of Non-Project Water from Project Facilities. The Contractor further releases the  
212 United States and its officers, agents, and employees from every claim for damage to persons or  
213 property, direct or indirect, resulting from the Contracting Officer's determinations of the amount  
214 of Excess Capacity available in Project Facilities for the conveyance of Non-Project Water to the  
215 Contractor, and the elimination of the source of the Non-Project Water. Nothing contained in

216 this Article shall be construed as an assumption of liability by the Contractor with respect to such  
217 matters.

218 OPINIONS AND DETERMINATIONS

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

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

231 CONTRACTOR TO PAY CERTAIN MISCELLANEOUS COSTS

232 10. In addition to all other payments to be made by the Contractor pursuant to this  
233 Contract, the Contractor shall pay to the United States, within 60 days after receipt of a bill and  
234 detailed statement submitted by the Contracting Officer to the Contractor, for such specific items  
235 of direct cost incurred by the United States for work requested by the Contractor associated with  
236 this Contract plus indirect costs in accordance with applicable Bureau of Reclamation policy and  
237 procedures. All such amounts referred to in this Article shall not exceed the amount agreed to in

238 writing in advance by the Contractor. This Article shall not apply to costs for routine contract  
239 administration.

240 MEDIUM FOR TRANSMITTING PAYMENTS

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

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

249 CHARGES FOR DELINQUENT PAYMENTS

250 12. (a) The Contractor shall be subject to interest, administrative and penalty  
251 charges on delinquent payments. If a payment is not received by the due date, the Contractor  
252 shall pay an interest charge on the delinquent payment for each day the payment is delinquent  
253 beyond the due date. If a payment becomes 60 days delinquent, in addition to the interest charge,  
254 the Contractor shall pay an administrative charge to cover additional costs of billing and  
255 processing the delinquent payment. If a payment is delinquent 90 days or more, in addition to the  
256 interest and administrative charges, the Contractor shall pay a penalty charge for each day the  
257 payment is delinquent beyond the due date, based on the remaining balance of the payment due at  
258 the rate of 6 percent per year. The Contractor shall also pay any fees incurred for debt collection  
259 services associated with a delinquent payment.

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

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

267 PROTECTION OF WATER AND AIR QUALITY

268 13. (a) Project facilities used to make available and deliver water to the  
269 Contractor shall be operated and maintained in the most practical manner to maintain the quality  
270 of the water at the highest level possible as determined by the Contracting Officer: Provided,

271 That the United States does not warrant the quality of the water delivered to the Contractor and is  
272 under no obligation to furnish or construct water treatment facilities to maintain or improve the  
273 quality of water delivered to the Contractor.

274 (b) The Contractor shall comply with all applicable water and air pollution  
275 laws and regulations of the United States and the State of California; and shall obtain all required  
276 permits or licenses from the appropriate Federal, State, or local authorities necessary for the  
277 delivery of water by the Contractor; and shall be responsible for compliance with all Federal,  
278 State, and local water quality standards applicable to surface and subsurface drainage and/or  
279 discharges generated through the use of Federal or Contractor's facilities or project water  
280 provided by the Contractor within the Contractor's Project Water Service Area.

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

283 (d) If it is determined by the Contracting Officer that the quality of the source  
284 of the Non-Project Water identified in Exhibit B, conveyed pursuant to this Contract will  
285 significantly degrade the quality of Project Water in Folsom Reservoir, the Contractor, upon  
286 receipt of written notice from the Contracting Officer, shall arrange for the immediate  
287 termination of the introduction of such source of Non-Project Water into Project Facilities.

288 GENERAL OBLIGATION--BENEFITS CONDITIONED UPON PAYMENT

289 14. (a) The obligation of the Contractor to pay the United States as provided in  
290 this Contract is a general obligation of the Contractor notwithstanding the manner in which the  
291 obligation may be distributed among the Contractor's water users and notwithstanding the default  
292 of individual water users in their obligations to the Contractor.

293 (b) The payment of charges becoming due pursuant to this Contract is a  
294 condition precedent to receiving benefits under this Contract. The United States shall not make  
295 water available to the Contractor through Project facilities during any period in which the  
296 Contractor is in arrears in the advance payment of water rates due the United States. The  
297 Contractor shall not deliver water under the terms of this Contract for lands or parties which are  
298 in arrears in the advance payment of water rates levied or established by the Contractor.

299 RULES, REGULATIONS, AND DETERMINATIONS

300 15. (a) The parties agree that the delivery of water or the use of Federal facilities  
301 pursuant to this Contract is subject to Federal reclamation law, as amended and supplemented,

302 and the rules and regulations promulgated by the Secretary of the Interior under Federal  
303 reclamation law.

304 (b) The Contracting Officer shall have the right to make determinations  
305 necessary to administer this Contract that are consistent with the expressed and implied  
306 provisions of this Contract, the laws of the United States and the State, and the rules and  
307 regulations promulgated by the Secretary of the Interior. Such determinations shall be made in  
308 consultation with the Contractor.

309 EQUAL EMPLOYMENT OPPORTUNITY

310 16. During the performance of this Contract, the Contractor agrees as follows:

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

321 (2) The Contractor will, in all solicitations or advertisements for employees  
322 placed by or on behalf of the Contractor, state that all qualified applicants will receive  
323 consideration for employment without regard to race, color, religion, sex, disability, or national  
324 origin.

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

331 (4) The Contractor will comply with all provisions of Executive Order  
332 No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders  
333 of the Secretary of Labor.

334 (5) The Contractor will furnish all information and reports required by  
335 Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the  
336 Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts

337 by the Contracting Officer and the Secretary of Labor for purposes of investigation to ascertain  
338 compliance with such rules, regulations, and orders.

339 (6) In the event of the Contractor's noncompliance with the nondiscrimination  
340 clauses of this Contract or with any of the such rules, regulations, or orders, this Contract may be  
341 canceled, terminated, or suspended in whole or in part, and the Contractor may be declared  
342 ineligible for further Government contracts in accordance with procedures authorized in  
343 Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and  
344 remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule,  
345 regulation, or order of the Secretary of Labor, or as otherwise provided by law.

346 (7) The Contractor will include the provisions of paragraphs (1) through (7) in  
347 every subcontract or purchase order unless exempted by the rules, regulations, or orders of the  
348 Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24,  
349 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor  
350 will take such action with respect to any subcontract or purchase order as may be directed by the  
351 Secretary of Labor as a means of enforcing such provisions, including sanctions for  
352 noncompliance: Provided, however, That in the event the Contractor becomes involved in, or is  
353 threatened with, litigation with a subcontractor or vendor as a result of such direction, the  
354 Contractor may request the United States to enter into such litigation to protect the interests of  
355 the United States.

356 BOOKS, RECORDS AND REPORTS

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

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

371

CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

372 18. The expenditure or advance of any money or the performance of any obligation of  
373 the United States under this Contract shall be contingent upon appropriation or allotment of  
374 funds. Absence of appropriation or allotment of funds shall not relieve the Contractor from any  
375 obligations under this Contract. No liability shall accrue to the United States in case funds are  
376 not appropriated or allotted.

377

ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATED

378 19. The provisions of this Contract shall apply to and bind the successors and assigns  
379 of the parties hereto, but no assignment or transfer of this Contract or any right or interest therein  
380 by either party shall be valid until approved in writing by the other party.

381

OFFICIALS NOT TO BENEFIT

382 20. No Member of or Delegate to the Congress, Resident Commissioner, or official of  
383 the Contractor shall benefit from this Contract other than as a water user or landowner in the  
384 same manner as other water users or landowners.  
385

386

COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

387 21. (a) The Contractor shall comply with Title VI of the Civil Rights Act of 1964  
388 (42 U.S.C. 2000d), Section 504 of the Rehabilitation Act of 1975 (P.L. 93-112, as amended), the  
389 Age Discrimination Act of 1975 (42 U.S.C. 6101, *et seq.*) Title III of the Americans with  
390 Disabilities Act of 1990, and any other applicable civil rights laws, as well as with their  
391 respective implementing regulations and guidelines imposed by the U.S. Department of the  
392 Interior and/or Bureau of Reclamation.

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

399 (c) The Contractor makes this agreement in consideration of and for the  
400 purpose of obtaining any and all Federal grants, loans, contracts, property discounts, or other  
401 Federal financial assistance extended after the date hereof to the Contractor by the Bureau of  
402 Reclamation, including installment payments after such date on account of arrangements for  
403 Federal financial assistance which were approved before such date. The Contractor recognizes  
404 and agrees that such Federal assistance will be extended in reliance on the representations and

405 agreements made in this Article, and that the United States reserves the right to seek judicial  
406 enforcement thereof.

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

409 CONTRACT DRAFTING CONSIDERATIONS

410 22. Articles 1 through 23 of this Contract have been drafted, negotiated, and reviewed  
411 by the parties hereto, each of whom is sophisticated in the matters to which this Contract  
412 pertains, and no one party shall be considered to have drafted the stated articles.

413 NOTICES

414 23. Any notice, demand, or request authorized or required by this Contract shall be  
415 deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid, or  
416 delivered to the Area Manager, Mid-Pacific Region, United States Department of Interior,  
417 Bureau of Reclamation, 7794 Folsom Dam Road, Folsom, California 95630-1799, and on behalf  
418 of the United States, when mailed, postage prepaid, or delivered to the Board of Directors,  
419 Sacramento Suburban Water District, 3701 Marconi Avenue, Suite 100, Sacramento, California  
420 95821-5303. The designation of the addressee or the addressee or the address may be changed  
421 by notice given in the same manner as provided in this Article for other notices.

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

424                   THE UNITED STATES OF AMERICA

425                   By: \_\_\_\_\_  
426                   Regional Director, Mid-Pacific Region  
427                   Bureau of Reclamation

428                   (SEAL)

429                   SACRAMENTO SUBURBAN WATER DISTRICT

430                   By: \_\_\_\_\_  
431                   General Manager

432                   Attest:

433                   By: \_\_\_\_\_  
434                   Secretary

435                   (H:\pub440\long-term Warren Act Contracts/SSWD Warren Act Formatted Final 12.27.05.doc)

EXHIBIT A

2005 WATER RATES

Project Warren Act Contracts  
M&I Water per acre-foot

<u>Cost Component</u>	<u>Cost of Service</u>
Water Marketing	\$ 3.89
Storage	
O&M	\$ 6.67
Capital	<u>\$ 5.15</u>
Total Cost of Service	<u>\$15.71</u>

EXHIBIT B

SOURCE(S) OF NON-PROJECT WATER

The source of Non-Project water shall be PCWA's Middle Fork American River Project under water right permit Nos. 13856 and 13858 granted by the California State Water Resources Control Board.