

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

LONG TERM CONTRACT BETWEEN THE UNITED STATES  
AND  
SACRAMENTO SUBURBAN WATER DISTRICT  
PROVIDING FOR CONVEYANCE OF NON-PROJECT WATER

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1           THIS CONTRACT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
2 pursuant to the Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or  
3 supplementary thereto, including the Act of February 21, 1911 (36 Stat. 925), and Section 305 of  
4 the Reclamation States Emergency Drought Relief Act of 1991, enacted March 5, 1992 (106  
5 Stat. 59), Section 3408(c) of Title XXXIV of the Act of October 20, 1992 (106 Stat. 4706) all  
6 collectively hereinafter referred to as the Federal Reclamation laws, between the UNITED  
7 STATES OF AMERICA, hereinafter referred to as the United States, represented by the officer  
8 executing this Contract, hereinafter referred to as the Contracting Officer, and SACRAMENTO  
9 SUBURBAN WATER DISTRICT, hereinafter referred to as the Contractor;

10           WITNESSETH, That:

11   EXPLANATORY RECITALS

12           [1<sup>st</sup>]   WHEREAS, the United States has constructed and is operating the Central  
13 Valley Project, California, for diversion, storage, carriage, distribution and beneficial use, for  
14 flood control, irrigation, municipal, domestic, industrial, fish and wildlife mitigation, protection  
15 and restoration, generation and distribution of electric energy, salinity control, navigation and

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

18 [2<sup>nd</sup>] WHEREAS, the Contractor asserts a right to a Non-Project Water supply  
19 for Municipal and Industrial (M&I) purposes through a contractual entitlement with Placer  
20 County Water Agency (PCWA) for water supplied from PCWA’s Middle Fork Project (MFP)  
21 and has requested the United States convey said Non-Project Water through Excess Capacity in  
22 the Folsom Reservoir and associated facilities, features of the American River Division, Central  
23 Valley Project; and

24 [3<sup>rd</sup>] WHEREAS, the United States is willing to convey said Non-Project  
25 Water to the Contractor through Excess Capacity in said Project Facilities in accordance with the  
26 terms and conditions hereinafter stated; and

27 [5<sup>th</sup>] WHEREAS, the environmental compliance requirements for the execution  
28 of this Contract have been met by .

29 NOW, THEREFORE, in consideration of the covenants herein contained, the  
30 parties agree as follows:

31 DEFINITIONS

32 1. When used herein unless otherwise distinctly expressed, or manifestly  
33 incompatible with the intent of the parties as expressed in this Contract, the term:

34 (a) “Calendar Year” shall mean the period January 1 through December 31,  
35 both dates inclusive;

36 b) “Contracting Officer” shall mean the Secretary of the Interior’s duly  
37 authorized representative acting pursuant to this Contract or applicable Reclamation law or  
38 regulation;

39 (c) “Contractor’s Boundaries” shall mean the geographic area within which  
40 the Contractor is authorized to serve Non-Project Water as set forth on Exhibit A, which may be  
41 modified in accordance with Article 22, without amendment of this Contract;

42 (d) “Excess Capacity” shall mean capacity in the Project Facilities in excess  
43 of that needed to meet the Project’s authorized purposes, as determined solely by the Contracting  
44 Officer, which may be made available to convey and deliver Non-Project Water;

45 (e) “Irrigation Water” shall mean Non-Project Water used to irrigate land  
46 primarily for the production of commercial agricultural crops or livestock, and domestic and  
47 other uses that are incidental thereto. It does not include uses such as watering golf courses;  
48 lawns and ornamental shrubbery used in residential and commercial landscaping, household  
49 gardens, parks and other recreational facilities; pasture for animals raised for personal purposes  
50 or for nonagricultural commercial purposes; cemeteries; and similar uses (except to the extent  
51 that some of these uses may be incidental to uses that are primarily agricultural). It also does not  
52 include commercial agricultural uses that do not require irrigation, such as fish farms and  
53 livestock production in confined feeding or brooding operations;

54 (f) “Municipal and Industrial (M&I) Water” shall mean Non-Project Water  
55 used for municipal, industrial, and miscellaneous purposes not falling under the definition of  
56 “Irrigation Water” described in subdivision (e) of this Article 1 or within another category of  
57 water use under an applicable Federal authority;

58 (g) “Non-Project Water” shall mean water acquired by or available to the  
59 Contractor from the source(s) identified in Exhibit C that has not been appropriated or acquired  
60 by the United States;

61 (h) “Project” shall mean the Central Valley Project, owned by the United  
62 States and managed by the Department of the Interior, Bureau of Reclamation;

63 (i) “Project Facilities” shall mean the Folsom Dam, Reservoir Pumping Plant  
64 and associated facilities, constructed as features of the American River Division, Central Valley  
65 Project;

66 (j) “Project-Use Power” is that electrical energy, and its associated ancillary  
67 service components, required to provide the full electrical service needed to operate and maintain  
68 Project Facilities, and to provide electric service for Project purposes and loads in conformance  
69 with the Reclamation Project authorization. Project-Use Power is not available to pump  
70 Non-Project Water, to operate pumps that were not built as Federal facilities as part of the  
71 Project, to pump Project Water outside the authorized service area, or provide for on-farm uses;

72 (k) “Project Water” shall mean all water that is developed, diverted, stored, or  
73 delivered by the Secretary in accordance with the statutes authorizing the Project and in  
74 accordance with the terms and conditions of water rights acquired pursuant to California law;

75 (l) “Rates” shall mean the amount to be paid to the United States by the  
76 Contractor, as set forth in Exhibit B, for the use of Excess Capacity in the Project Facilities made  
77 available pursuant to this Contract;

78 (m) “RRA” shall mean the Reclamation Reform Act of October 12, 1982  
79 (96 Stat. 1263), as amended;

80 (n) “Secretary” shall mean the Secretary of the Interior, a duly appointed  
81 successor, or an authorized representative acting pursuant to any authority of the Secretary and  
82 through any agency of the Department of the Interior; and

83 (o) "Year" shall mean the period from and including March 1 of the Calendar  
84 Year through the last day of February of the following Calendar Year.

85 TERM OF CONTRACT

86 2. (a) This Contract shall become effective on the date hereinabove written and  
87 shall remain in effect through December 31, 2045 Provided, That upon 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  
90 terms or conditions of this Contract.

91 (b) The Contractor may request a new contract upon the expiration of this  
92 Contract and the renewal of the Contractor's and PCWA agreement dated June 1, 2000 and  
93 titled, "Agreement Between Placer County Water Agency and Northridge Water District for a  
94 Water Supply for Groundwater Stabilization", as amended and supplemented, and as provided  
95 under then existing law, to the extent the Contracting Officer determines there is Excess  
96 Capacity in Project facilities and on terms mutually agreeable to the Parties.

97 INTRODUCTION, CONVEYANCE, AND DELIVERY OF NON-PROJECT WATER

98 3. (a) In each Year when certain criteria are met pursuant to Exhibit C of this  
99 Contract, the Contractor may introduce up to 29,000 acre-feet each Year of Non-Project Water  
100 from the source(s) identified in Exhibit C into the Project Facilities at Folsom Reservoir. The  
101 Contractor shall arrange for the release of the Non-Project Water from the PCWA MFP  
102 reservoirs for conveyance in Project Facilities. The timing of the release shall be coordinated  
103 with Reclamation. The United States shall convey Non-Project Water through Excess Capacity  
104 in the Project Facilities from said point(s) of introduction for delivery to the Contractor at San  
105 Juan Water District's Sidney N. Peterson Water Treatment Plant or other location(s) mutually

106 agreed to in writing by the Contracting Officer and the Contractor, in accordance with an  
107 approved schedule submitted by the Contractor pursuant to subdivision (d) of this Article:  
108 Provided, That the quantity of Non-Project Water to be delivered to the Contractor from Project  
109 Facilities shall not exceed the quantity of Non-Project Water previously introduced into the  
110 Project Facilities by the Contractor at said point(s) of introduction.

111 (a.1) In the event the quantity of water delivered to the Contractor  
112 exceeds the quantity of Non-Project water authorized pursuant to subdivision (a) of this Article,  
113 the Contractor shall immediately take all reasonable actions to make available a like amount of  
114 water, plus conveyance loss, into the Project Facilities for use by the United States for Project  
115 purposes. The provisions of this subdivision are not exclusive and shall not prohibit the United  
116 States from exercising any other remedy under existing law, including the early termination of  
117 this Contract pursuant to Article 2 of this Contract.

118 (b) Exhibit C may be modified or replaced by mutual agreement of the  
119 Contractor and the Contracting Officer to reflect changes to the source(s) of Non-Project water  
120 without amendment of this Contract: Provided, however, That no such modification or  
121 replacement shall be approved by the Contracting Officer absent the completion of all  
122 appropriate environmental documentation, including but not limited to documents prepared  
123 pursuant to the National Environmental Policy Act of 1969 (NEPA) and the Endangered Species  
124 Act of 1973 (ESA), as amended.

125 (c) All Non-Project Water conveyed and delivered to the Contractor pursuant  
126 to this Contract shall be used for M&I purposes within PCWA's water rights limitations.

127 (d) Prior to the introduction of Non-Project Water into the Project Facilities,  
128 the Contractor shall submit a schedule to the Contracting Officer showing the quantities of Non-



129 Project Water to be introduced into the Project Facilities, and the desired time or times for  
130 delivery of said Non-Project Water: Provided, That the Contractor is not required to initially  
131 schedule delivery of the maximum quantity of Non-Project Water for which the Contractor  
132 desires conveyance during the term of this Contract. The initial schedule and any revision(s)  
133 thereof shall be in a form acceptable to the Contracting Officer and shall be submitted at such  
134 times and in such manner as determined by the Contracting Officer. The Contractor shall not  
135 introduce Non-Project Water into the Project Facilities unless and until the schedule and any  
136 revision(s) thereof have been approved by the Contracting Officer.

137 (e) All Non-Project Water remaining in the Project Facilities after 30 days  
138 from the date of introduction or upon expiration or termination of this Contract shall be deemed  
139 to be unused water donated to the United States for Project purposes. Further, all Non-Project  
140 Water made available for delivery to the Contractor from the Project Facilities and not accepted  
141 by the Contractor shall be deemed to be unused water donated to the United States for Project  
142 purposes.

143 (f) Unless otherwise agreed to in writing by the Contracting Officer, the Non-  
144 Project Water shall be introduced into and delivered to the Contractor through existing Project  
145 Facilities. If temporary inflow or delivery facilities are required to effectuate the introduction of  
146 Non-Project Water into the Project Facilities or the delivery of the Non-Project Water to the  
147 Contractor from the Project Facilities, the Contractor shall, at its own cost and expense obtain all  
148 appropriate environmental documents, necessary rights-of-way for such facilities, including the  
149 appropriate right of-use agreement(s) or other authorizations issued by the United States for any  
150 such facilities located on right-of-way for existing Project Facilities. The Contractor, at its own  
151 cost and expense, shall be responsible for providing, installing, operating, maintaining, repairing,

152 replacing, and removing said inflow and delivery facilities. The Contractor hereby grants to the  
153 Contracting Officer access, for the purpose of this Contract, to all temporary inflow and delivery  
154 facilities installed by the Contractor.

155 (g) The introduction, conveyance, and delivery of Non-Project Water pursuant  
156 to this Contract will not be supported with Project-Use Power. If electrical power is required to  
157 convey or pump the Non-Project Water into, through or from the Project Facilities, the  
158 Contractor shall: (i) be responsible for the acquisition and payment of all electrical power and  
159 associated transmission service charges, and provide a copy of a power contract and copies of  
160 payment documents to the Contracting Officer as evidence that such electrical power has been  
161 contracted and paid for prior to the introduction, conveyance, and delivery of any Non-Project  
162 Water ; and/or (ii) prior to the introduction, conveyance, and delivery of any Non-Project Water,  
163 enter into a letter of agreement with the United States that provides for the payment of all actual  
164 energy costs and fees incurred in the introduction, conveyance and delivery of the Non-Project  
165 Water.

166 (h) The Contractor shall have no rights to any benefits from increased power  
167 generation that may result from the conveyance of the Non-Project Water through Excess  
168 Capacity in the Project Facilities authorized pursuant to this Contract.

169 (i) The introduction of Non-Project Water into the Project Facilities by the  
170 Contractor shall be conditioned upon compliance by the Contractor with the environmental  
171 measures described in the environmental documentation prepared in connection with the  
172 execution of this Contract and with the terms of the applicable operations procedures approved  
173 by the Contracting Office.

174 MEASUREMENT OF NON-PROJECT WATER

175 4. (a) All Non-Project Water shall be measured and recorded at the point(s) of  
176 release from the Contractor’s MFP reservoirs and point(s) of delivery established pursuant to  
177 Article 3 herein with measurement devices acceptable to the Contracting Officer and the  
178 methods used to make such measurements shall be in accordance with sound engineering  
179 practices.

180 (b) Unless otherwise agreed to in writing by the Contracting Officer, the Non-  
181 Project Water shall be measured with existing measurement devices on the Project Facilities and  
182 the Contractor will not have responsibility for the measurement devices.

183 (c) The Contractor shall maintain accurate records of the quantity of Non-  
184 Project Water, expressed in acre-feet, introduced into and delivered from Project Facilities at  
185 said authorized point(s) of introduction and delivery and shall provide such records to the  
186 Contracting Officer at such times and in such manner as determined by the Contracting Officer.

187 (1) The Contractor shall provide to the Contracting Officer a monthly  
188 operational report demonstrating PCWA operated its upstream reservoirs in such a manner as to  
189 make sufficient Non-Project Water available in Folsom Reservoir to provide for the outgoing  
190 delivery to the Contractor pursuant to PCWA’s direct diversion and rediversion rights under  
191 Water Rights Permit Numbers 13856 and 13858. The Contracting Officer shall use these reports  
192 to support the availability of the Non-Project Water at Folsom Reservoir and to cover the  
193 Contractor’s scheduled deliveries after deduction of the conveyance losses in Article 3(a).

194 (d) Upon the request of either party to this Contract, the Contracting Officer  
195 shall investigate the accuracy of all measurements of Non-Project Water required by this  
196 Contract. If the investigation discloses errors in the recorded measurements, such errors shall be

197 promptly corrected. If the investigation discloses that measurement devices are defective or  
198 inoperative, the Contracting Officer shall take any necessary actions to ensure that the  
199 responsible party makes the appropriate adjustments, repairs, or replacements to the  
200 measurement devices. In the event the Contractor, as the responsible party, neglects or fails to  
201 make such adjustments, repairs, or replacements to the measurement devices within a reasonable  
202 time and to the reasonable satisfaction of the Contracting Officer, the Contracting Officer may  
203 cause such adjustments, repairs, or replacements to be made and the costs thereof shall be  
204 charged to the Contractor and the Contractor shall pay said charges to the United States  
205 immediately upon receipt of a detailed billing. For any period of time during which accurate  
206 measurements of the Non-Project Water have not been made, the Contracting Officer shall  
207 consult with the Contractor prior to making a determination of the quantity of Non-Project Water  
208 introduced, conveyed and delivered for that period of time and such determination by the  
209 Contracting Officer shall be final and binding on the Contractor.

210 PAYMENTS AND ADJUSTMENTS

211 5. (a) Each Year that the Contractor submits a schedule, or any revision(s)  
212 thereof pursuant to subdivision (d) of Article 3 of this Contract, the Contractor shall make an  
213 advance payment to the United States equal to the total amount payable pursuant to the  
214 applicable Rates shown on Exhibit B for each acre-foot of Non-Project Water to be introduced  
215 into the Project Facilities. However, the initial schedule and payment shall be submitted no later  
216 than June 1 of each Year Non-Project Water is scheduled. The Rates are subject to annual  
217 adjustment pursuant to the then-current ratesetting policy for the Project to cover all costs  
218 incurred from the conveyance of Non-Project Water. At the beginning of each Year, the  
219 Contracting Officer shall provide the Contractor with the Rates to be in effect for the upcoming

220 Year, and such notification shall revise Exhibit B without amending this Contract. Non-Project  
221 Water shall not be introduced in to Project Facilities by the Contractor prior to such payment  
222 being received the United States. Final adjustment between the advance payments for the Non-  
223 Project Water scheduled and payment for the quantities of Non-Project Water conveyed during  
224 each Year pursuant to this Contract shall be made as soon as practicable but no later than April  
225 30<sup>th</sup> of the following Year.

226 (b) The amount of any overpayment by the Contractor by reason of the  
227 quantity of Non-Project Water introduced into the Project Facilities and conveyed pursuant to  
228 this Contract, as conclusively determined by the Contracting Officer, having been less than the  
229 quantity which the Contractor otherwise under the provisions of this Contract would have been  
230 required to pay for, shall be applied first to any accrued indebtedness arising out of this Contract  
231 then due and owing to the United States by the Contractor. Any amount of such overpayment  
232 then remaining shall be refunded to the Contractor: Provided, however, That no refund shall be  
233 made by the United States to the Contractor for any quantity of Non-Project Water deemed to be  
234 unused water donated to the United States for Project purposes pursuant to subdivision (e) of  
235 Article 3 of this Contract.

236 (c) All payments made by the Contractor pursuant to subdivision (a) of this  
237 Article 5 shall be covered into the Reclamation Fund pursuant to Section 3 of the Act of  
238 February 21, 1911 (36 Stat. 925).

239 (d) The payment of the Rates set forth in this Article 5 for the use of Excess  
240 Capacity are exclusive of any additional charges that the Contractor may assess its water users.  
241 In accordance with the Act of February 21, 1911 (36 Stat. 925), the Contractor may not impose  
242 on its water users any charge for the use of Excess Capacity that exceeds the total amount paid to

243 the United States: Provided, That the Contractor may also charge its water users such additional  
244 amounts as are necessary to cover the Contractor’s reasonable administrative costs in contracting  
245 with the United States for the use of Excess Capacity in the Project Facilities.

246 MEDIUM FOR TRANSMITTING PAYMENTS

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

251  
252 (b) Upon execution of the Contract, the Contractor shall furnish the  
253 Contracting Officer with the Contractor’s taxpayer’s identification number (TIN). The purpose  
254 for requiring the Contractor’s TIN is for collecting and reporting any delinquent amounts arising  
255 out of the Contractor’s relationship with the United States.

256  
257 EXCESS CAPACITY

258 7. (a) The availability of Excess Capacity shall be determined solely by the  
259 Contracting Officer. Nothing contained in this Contract shall limit or preclude the United States  
260 from utilizing available capacity in the Project Facilities for the storage and conveyance of  
261 Project Water pursuant to Federal law, Reclamation law or policy, and existing contract(s); or for  
262 using Excess Capacity in the Project Facilities for the storage and conveyance of any other  
263 supplies of Non-Project Water.

264 (b) The Contracting Officer shall not be obligated to convey Non-Project  
265 Water during periods of maintenance or for other operating requirements.

266 (c) If at any time the Contracting Officer determines that there will not be  
267 Excess Capacity in the Project Facilities sufficient to allow the Non-Project Water to be  
268 introduced into, conveyed, and delivered in accordance with an approved schedule submitted by  
269 the Contractor, the Contracting Officer shall so notify the Contractor in writing. Within 24 hours  
270 of said notice, the Contractor shall revise its schedule accordingly.

271 (d) No provision of this Contract shall be construed in any way as a basis for  
272 the Contractor to establish a priority to or a permanent right to the use of Excess Capacity in the  
273 Project Facilities nor to set a precedent to obligate the United States to enter into contracts with  
274 any other entities or individuals for the conveyance or storage of Non-Project Water.

275 RECEIPT AND DISTRIBUTION OF NON-PROJECT WATER SALE, TRANSFER, OR  
276 EXCHANGE OF NON-PROJECT WATER

277 8. (a) The parties hereto acknowledge that this Contract does not grant any  
278 permission or entitlement to the Contractor to extract and/or divert Non-Project Water from the  
279 source(s) described on Exhibit C or to change the nature or place of use of its rights to said Non-  
280 Project Water in any way. It is the responsibility of the Contractor to comply with all applicable  
281 Federal, State, and local laws, rules and regulations, including, but not limited to, State water law  
282 in relation to the Non-Project Water. It is expressly understood by the parties that the United  
283 States is only providing conveyance capacity for the Non-Project Water and does not claim any  
284 interest in the acquisition or use of the Non-Project Water beyond the terms specifically set forth  
285 in this Contract.

286 (b) The Contracting Officer makes no representations as to the accuracy of the  
287 description or of the validity of the Contractor's rights to the Non-Project Water described in  
288 Exhibit C.

289 (c) No sale, transfer, or exchange of Non-Project Water conveyed under this  
290 Contract may take place without the prior written approval of the Contracting Officer.

291 WATER CONSERVATION

292 9. (a) Prior to the delivery of water provided from or conveyed through federally  
293 constructed or federally financed facilities pursuant to this Contract, the Contractor shall provide  
294 the Contracting Officer a water conservation plan consistent with the plans required by  
295 subsection 210(b) of the Reclamation Reform Act of 1982 and 43 C.F.R. 427.1 (Water  
296 Conservation Rules and Regulations).

297  
298 (b) In accordance with WTR 01-01, of Reclamation's Manual Directives and  
299 Standards, the Contractor has a State water conservation plan that fulfills the intent of Article  
300 9(a) above of the Contract and is therefore exempt from preparing a water conservation plan.

301 UNITED STATES NOT LIABLE

302 10. (a) The United States, its officers, agents and employees, shall not be  
303 responsible for the control, care, or distribution of the Non-Project Water before it is introduced  
304 into or after it is delivered from the Project Facilities. It is specifically understood by the parties  
305 hereto that the United States is only providing conveyance capacity for the Non-Project Water  
306 and does not claim any interest in the Non-Project Water beyond the terms specifically set forth  
307 in this Contract.

308 (b) The Contractor shall indemnify and hold harmless the United States, its  
309 officers, agents and employees, from any loss or damage and from any liability on account of  
310 personal injury, death, or property damage, or claims for personal injury, death, or property  
311 damage, of any nature whatsoever arising out of any actions or omissions of the Contractor, its  
312 directors, officers, agents, contractors, and employees, under this Contract, including the manner  
313 or method in which the Non-Project Water identified on Exhibit C is introduced into and  
314 delivered from the Project Facilities. The Contractor further releases the United States, its  
315 officers, agents and employees, from every claim for injury to persons, death, or property  
316 damage, direct or indirect, resulting from the Contracting Officer's determination of the quantity  
317 of Excess Capacity available in the Project Facilities for conveyance of the Contractor's Non-  
318 Project Water, the determination that the Non-Project Water introduced into Project Facilities  
319 must be terminated, and the elimination from Exhibit C of any source(s) of Non-Project Water.



320 Nothing contained in this Article shall be construed as an assumption of liability by the  
321 Contractor with respect to such matters.

322 RULES, REGULATIONS, OPINIONS AND DETERMINATIONS

323 11. (a) The parties agree that the delivery of water or the use of Federal facilities  
324 pursuant to this contract is subject to Federal reclamation law, as amended and supplemented,  
325 and the rules and regulations promulgated by the Secretary of the Interior under Federal  
326 reclamation law.

327  
328 (b) The Contracting Officer shall have the right to make determinations  
329 necessary to administer this Contract that are consistent with the provisions of this Contract, the  
330 laws of the United States and the State of California, and the rules and regulations promulgated  
331 by the Secretary. Such determinations shall be made in consultation with the Contractor to the  
332 extent reasonably practicable.

333  
334 (c) Where the terms of this Contract provide for actions to be based upon the  
335 opinion or determination of either party to this Contract, said terms shall not be construed as  
336 permitting such action to be predicated upon arbitrary, capricious, or unreasonable opinions or  
337 determinations. Both parties, notwithstanding any other provisions of this Contract, expressly  
338 reserve the right to seek relief from and appropriate adjustment for any such arbitrary, capricious,  
339 or unreasonable opinion or determination. Each opinion or determination by either party shall be  
340 provided in a timely manner. Nothing in subdivision (c) of this Article 13 is intended to or shall  
341 affect or alter the standard of judicial review applicable under Federal law to any opinion or  
342 determination implementing a specific provision of Federal law embodied in statute or  
343 regulation.

344 PROTECTION OF WATER AND AIR QUALITY

345 12. (a) Project Facilities used to make available and deliver Non-Project Water to  
346 the Contractor shall be operated and maintained in the most practical manner to maintain the  
347 quality of the Non-Project Water at the highest level possible as determined by the Contracting  
348 Officer: Provided, That the United States does not warrant the quality of the Non-Project Water  
349 delivered to the Contractor and is under no obligation to furnish or construct water treatment  
350 facilities to maintain or improve the quality of the Non-Project Water delivered to the  
351 Contractor.

352  
353           (b)     The Contractor shall comply with all applicable water and air pollution  
354 laws and regulations of the United States and the State of California; and shall obtain all required  
355 permits or licenses from the appropriate Federal, State, or local authorities necessary for the  
356 delivery of Non-Project Water by the Contractor; and shall be responsible for compliance with  
357 all Federal, State, and local water quality standards applicable to surface and subsurface drainage  
358 and/or discharges generated through the use of Project Facilities or Contractor facilities or Non-  
359 Project Water provided by the Contractor within the Contractor's Boundaries.

360           (c)     This Article 12 shall not affect or alter any legal obligations of the  
361 Secretary to provide drainage or other discharge services.

362           (d)     The Non-Project Water introduced into the Project Facilities shall be of  
363 such quality, as solely determined by the Contracting Officer, as to not degrade the quality of the  
364 Project water nor negatively impact any Project operations. If it is so determined by the  
365 Contracting Officer that the quality of the Non-Project Water from any source(s) identified in  
366 Exhibit C will degrade the quality of Project water or its presence in Reclamation facilities will  
367 negatively impact Project operations, the Contractor shall, upon receipt of a written notice from  
368 the Contracting Officer, arrange for the immediate termination of the introduction of Non-Project  
369 Water from such sources(s) into the Project Facilities, and Exhibit C shall be modified to delete  
370 such sources(s) of Non-Project Water.

371           (e)     The Contracting Officer reserves the right to require additional analyses to  
372 ensure the Non-Project Water meets the Bureau of Reclamation's water quality acceptance  
373 criteria.

374           (f)     The Contracting Officer has included the "American River Watershed  
375 Sanitary Survey 2013 Update", dated December 2013, as updated, (hereinafter "Survey")

376 incorporated by reference in this Contract. This Survey will serve as a baseline water quality  
377 monitoring plan that will be compared to water quality monitoring results to aid Reclamation in  
378 determining that the Contractor's Non-Project Water entering Project Facilities does not degrade  
379 the quality of Project Water. If the Survey is modified in future years, the Contractor will  
380 immediately provide written notification to Reclamation as specified in Article 23.

381 CHARGES FOR DELINQUENT PAYMENTS

382 13. (a) The Contractor shall be subject to interest, administrative, and penalty  
383 charges on delinquent payments. If a payment is not received by the due date, the Contractor  
384 shall pay an interest charge on the delinquent payment for each day the payment is delinquent  
385 beyond the due date. If a payment becomes 60 days delinquent, in addition to the interest  
386 charge, the Contractor shall pay an administrative charge to cover additional costs of billing and  
387 processing the delinquent payment. If a payment is delinquent 90 days or more, in addition to  
388 the interest and administrative charges, the Contractor shall pay a penalty charge for each day the  
389 payment is delinquent beyond the due date, based on the remaining balance of the payment due  
390 at the rate of 6 percent per year. The Contractor shall also pay any fees incurred for debt  
391 collection services associated with a delinquent payment.

392  
393 (b) The interest charge rate shall be the greater of either the rate prescribed  
394 quarterly in the Federal Register by the Department of the Treasury for application to overdue  
395 payments or the interest rate of 0.5 percent per month. The interest charge rate will be  
396 determined as of the due date and remain fixed for the duration of the delinquent period.

397  
398 (c) When a partial payment on a delinquent account is received, the amount  
399 received shall be applied first to the penalty charges, second to the administrative charges, third  
400 to the accrued interest, and finally to the overdue payment.

401 EQUAL EMPLOYMENT OPPORTUNITY

402 14. During the performance of this Contract, the Contractor agrees as follows.

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

413 (b) The Contractor will, in all solicitations or advertisements for employees  
414 placed by or on behalf of the Contractor, state that all qualified applicants will receive  
415 consideration for employment without regard to race, color, religion, sex, disability, or national  
416 origin.

417 (c) The Contractor will send to each labor union or representative of workers  
418 with which it has a collective bargaining agreement or other contract or understanding, a notice,  
419 to be provided by the Contracting Officer, advising the labor union or workers' representative of  
420 the Contractor's commitments under Section 202 of Executive Order 11246 of September 24,  
421 1965 (EO 11246), and shall post copies of the notice in conspicuous places available to  
422 employees and applicants for employment.

423 (d) The Contractor will comply with all provisions of EO 11246, and of the  
424 rules, regulations, and relevant orders of the Secretary of Labor.

425 (e) The Contractor will furnish all information and reports required by EO  
426 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto,  
427 and will permit access to his books, records, and accounts by the Contracting Agency and the  
428 Secretary of Labor for purposes of investigation to ascertain compliance with such rules,  
429 regulations, and orders.

430 (f) In the event of the Contractor's noncompliance with the nondiscrimination  
431 clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be  
432 canceled, terminated or suspended in whole or in part and the Contractor may be declared  
433 ineligible for further Government contracts in accordance with procedures authorized in EO  
434 11246, and such other sanctions may be imposed and remedies invoked as provided in EO 11246  
435 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

436 (g) The Contractor will include the provisions of paragraphs (a) through (g) in  
437 every subcontract or purchase order unless exempted by the rules, regulations, or orders of the  
438 Secretary of Labor issued pursuant to Section 204 of EO 11246, so that such provisions will be  
439 binding upon each subcontractor or vendor. The Contractor will take such action with respect to  
440 any subcontract or purchase order as may be directed by the Secretary of Labor as a means of  
441 enforcing such provisions, including sanctions for noncompliance: Provided, however, That in  
442 the event the Contractor becomes involved in, or is threatened with, litigation with a  
443 subcontractor or vendor as a result of such direction, the Contractor may request the United  
444 States to enter into such litigation to protect the interests of the United States.

445 CERTIFICATION OF NONSEGREGATED FACILITIES

446 15. The Contractor hereby certifies that it does not maintain or provide for its  
447 employees any segregated facilities at any of its establishments and that it does not permit its  
448 employees to perform their services at any location under its control where segregated facilities  
449 are maintained. It certifies further that it will not maintain or provide for its employees any  
450 segregated facilities at any of its establishments and that it will not permit its employees to

451 perform their services at any location under its control where segregated facilities are  
452 maintained. The Contractor agrees that a breach of this certification is a violation of the Equal  
453 Employment Opportunity clause in this Contract. As used in this certification, the term  
454 “segregated facilities” means any waiting rooms, work areas, rest rooms and wash rooms,  
455 restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas,  
456 parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing  
457 facilities provided for employees which are segregated by explicit directive or are in fact  
458 segregated on the basis of race, creed, color, or national origin, because of habit, local custom,  
459 disability, or otherwise. The Contractor further agrees that (except where it has obtained  
460 identical certifications from proposed subcontractors for specific time periods) it will obtain  
461 identical certifications from proposed subcontractors prior to the award of subcontracts  
462 exceeding \$10,000 which are not exempt from the provisions of the Equal Employment  
463 Opportunity clause; that it will retain such certifications in its files; and that it will forward the  
464 following notice to such proposed subcontractors (except where the proposed subcontractors  
465 have submitted identical certifications for specific time periods):

466 NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR  
467 CERTIFICATIONS OF NONSEGREGATED FACILITIES

468 A Certification of Nonsegregated Facilities must be submitted prior to the award  
469 of a subcontract exceeding \$10,000 which is not exempt from the provisions of  
470 the Equal Employment Opportunity clause. The certification may be submitted  
471 either for each subcontract or for all subcontracts during a period (i.e., quarterly,  
472 semiannually, or annually). Note: The penalty for making false statements in  
473 offers is prescribed in 18 U.S.C. 1001.

474 COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

475 16. (a) The Contractor shall comply with Title VI of the Civil Rights Act of 1964  
476 (Pub. L. 88-352; 42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (Pub. L. 93-112, Title V, as  
477 amended; 29 U.S.C. § 791, et seq.), the Age Discrimination Act of 1975 (Pub. L. 94-135,  
478 Title III; 42 U.S.C. § 6101, et seq.), [Title II of the Americans with Disabilities Act of 1990  
479 (Pub. L. 101-336; 42 U.S.C. § 12131, et seq.),] and any other applicable civil rights laws, and  
480 with the applicable implementing regulations and any guidelines imposed by the U.S.  
481 Department of the Interior and/or Bureau of Reclamation.

482 (b) These statutes prohibit any person in the United States from being  
483 excluded from participation in, being denied the benefits of, or being otherwise subjected to  
484 discrimination under any program or activity receiving financial assistance from the Bureau of  
485 Reclamation on the grounds of race, color, national origin, disability, or age. By executing this  
486 contract, the Contractor agrees to immediately take any measures necessary to implement this  
487 obligation, including permitting officials of the United States to inspect premises, programs, and  
488 documents.

489 (c) The Contractor makes this agreement in consideration of and for the  
490 purpose of obtaining any and all Federal grants, loans, contracts, property discounts, or other

491 Federal financial assistance extended after the date hereof to the Contractor by the Bureau of  
492 Reclamation, including installment payments after such date on account of arrangements for  
493 Federal financial assistance which were approved before such date. The Contractor recognizes  
494 and agrees that such Federal assistance will be extended in reliance on the representations and  
495 agreements made in this Article and that the United States reserves the right to seek judicial  
496 enforcement thereof.

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

499 GENERAL OBLIGATION – BENEFITS CONDITIONED UPON PAYMENT

500 17. (a) The obligation of the Contractor to pay the United States as provided in  
501 this Contract is a general obligation of the Contractor notwithstanding the manner in which the  
502 obligation may be distributed among the Contractor's water users and notwithstanding the  
503 default of individual water users in their obligation to the Contractor.

504 (b) The payment of charges becoming due pursuant to this Contract is a  
505 condition precedent to receiving benefits under this Contract. The United States shall not make  
506 Non-Project Water available to the Contractor through Project Facilities during any period in  
507 which the Contractor is in arrears in the advance payment of Rates and charges due the United  
508 States. The Contractor shall not deliver Non-Project Water under the terms and conditions of  
509 this Contract for lands or parties that are in arrears in the advance payment of rates and charges  
510 as levied or established by the Contractor.

511 BOOKS, RECORDS, AND REPORTS

512 18. (a) The Contractor shall establish and maintain accounts and other books and  
513 records pertaining to administration of the terms and conditions of this contract, including the  
514 Contractor's financial transactions; water supply data; Project operation, maintenance, and  
515 replacement logs; Project land and rights-of-way use agreements; the water users' land-use (crop  
516 census), land-ownership, land-leasing, and water-use data; and other matters that the Contracting  
517 Officer may require. Reports shall be furnished to the Contracting Officer in such form and on  
518 such date or dates as the Contracting Officer may require. Subject to applicable Federal laws  
519 and regulations, each party to this contract shall have the right during office hours to examine  
520 and make copies of the other party's books and records relating to matters covered by this  
521 contract.

522 (b) Nothing in this Article 18 shall be construed to limit or constrain the  
523 ability of the Bureau of Reclamation to conduct contract compliance reviews of this Contract in  
524 accordance with Reclamation Manual Directives and Standards PEC 05-08, last revised  
525 November 20, 2014, as may be further revised, amended, modified, or superseded.

526 CONTINGENT UPON APPROPRIATION OR ALLOTMENT OF FUNDS

527 19. The expenditure or advance of any money or the performance of any obligation of  
528 the United States under this contract shall be contingent upon appropriation or allotment of  
529 funds. Absence of appropriation or allotment of funds shall not relieve the Contractor from any  
530 obligations under this contract. No liability shall accrue to the United States in case funds are  
531 not appropriated or allotted.

532 ASSIGNMENT LIMITED – SUCCESSORS AND ASSIGNS OBLIGATED

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

536 OFFICIALS NOT TO BENEFIT

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

540 CHANGES IN CONTRACTORS ORGANIZATION

541 22. While this Contract is in effect, no change may be made in the Contractor’s  
542 organization, by inclusion or exclusion of lands or by any other changes which may affect the  
543 respective rights, obligations, privileges, and duties of either the United States or the Contractor  
544 under this Contract including, but not limited to, dissolution, consolidation, or merger, except  
545 upon the Contracting Officer’s written consent.

546 NOTICES

547 23. Any notice, demand, or request authorized or required by this Contract shall be  
548 deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid, or  
549 delivered to Bureau of Reclamation, Central California Area Office, 7794 Folsom Dam Rd.,  
550 Folsom CA 95630-1799, and on behalf of the United States, when mailed, postage prepaid, or  
551 delivered to the President of the Board of Directors, Sacramento Suburban Water District, 3701  
552 Marconi Ave. Suite 100, Sacramento CA 95821-5303. The designation of the addressee or the  
553 address may be changed by notice given in the same manner as provided in this Article for other  
554 notices.

555 CONFIRMATION OF CONTRACT

556 24. Promptly after the execution of this contract, the Contractor shall provide  
557 evidence to the Contracting Officer that, pursuant to the laws of the State of California, the  
558 Contractor is a legally constituted entity and the contract is lawful, valid, and binding on the  
559 Contractor. This contract shall not be binding on the United States until such evidence has been  
560 provided to the Contracting Officer’s satisfaction.

561  
562  
563

INCORPORATION OF EXHIBITS

25. Exhibits A through C are attached hereto and incorporated herein by reference.



564

CONTRACT DRAFTING CONSIDERATIONS

565           26.     This Contract has been negotiated and reviewed by the parties hereto, each of  
566 whom is sophisticated in the matters to which this Contract pertains. The double-spaced articles  
567 of this Contract have been drafted, negotiated, and reviewed by the parties, and no one party  
568 shall be considered to have drafted the stated articles.

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

571

UNITED STATES OF AMERICA

572  
573  
574  
575

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

576  
577 (SEAL)

SACRAMENTO SUBURBAN WATER DISTRICT

578  
579  
580

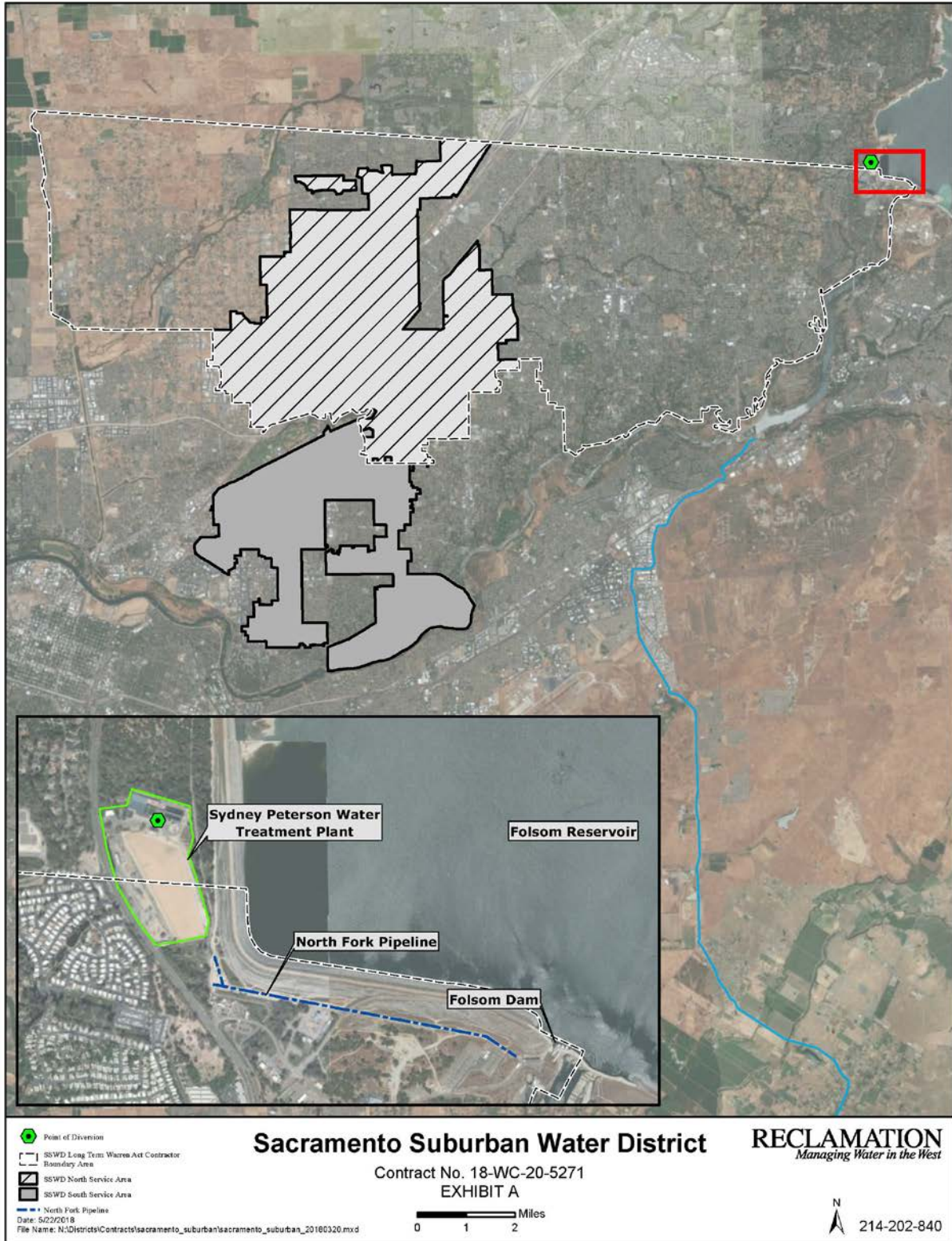
Attest:

By: \_\_\_\_\_  
President of the Board of Directors

581  
582

By: \_\_\_\_\_  
Secretary of the Board of Directors

### EXHIBIT A



**EXHIBIT B**

M&I Only  
Contract No. 18-WC-20-5271

**EXHIBIT B  
SACRAMENTO SUBURBAN WATER DISTRICT  
WARREN ACT CONTRACT CONVEYANCE RATES  
WATER YEAR 2018  
(Per Acre-Foot)**

<b>Cost Component</b>	<b>M&amp;I Cost of Service <sup>1</sup></b>
Water Marketing	\$6.70
Conveyance O&M <sup>2</sup>	\$14.24
<b>Conveyance O&amp;M Sub-Total</b>	<b>\$20.94</b>
Other Cost	\$0.14
Conveyance Construction <sup>2</sup>	\$0.18
<b>Conveyance Construction Sub-Total</b>	<b>\$0.32</b>
<b>TOTAL Water Marketing and Conveyance:</b>	<b>\$21.26</b>

<sup>1</sup> The M&I Cost of Service Rate is applicable to Non-Project Water delivered for municipal and industrial purposes. See definition of "Municipal and Industrial Water" in subdivision (j) of Article 1 of this Contract.

<sup>2</sup> The Folsom Reservoir is used to convey water to the District; therefore, the storage rate is used for conveyance purposes.

**Additional details of the rate components are available on the Internet at [www.usbr.gov/mp/cvpwaterrates/ratebooks/index.html](http://www.usbr.gov/mp/cvpwaterrates/ratebooks/index.html)**

## **EXHIBIT C**

### **SOURCE(S) OF CONTRACTOR'S NON-PROJECT WATER**

#### **SACRAMENTO SUBURBAN WATER DISTRICT**

The source of the Contractor's Non-Project Water supply is the Middle Fork American River Project Water under PCWA's Permits 13856 and 13858, made available to the Contractor in accordance with the agreement between the Contractor's predecessor in interest, Northridge Water District, and PCWA entitled, "Agreement Between Placer County Water Agency and Northridge Water District For a Water Supply For Groundwater Stabilization" (Agreement), dated June 1, 2000, and as amended with the Contractor on October 2, 2008 and June 2, 2016. Pursuant to the Agreement, Non-Project Water shall be delivered to the Contractor only: a) if the projected March to November unimpaired inflow to the Folsom Reservoir for each Year is greater than 1,600,000 acre-feet; or b) notwithstanding a) above, in December, January, or February following the March through November period of each Year when the unimpaired inflow was less than 1,600,000 acre-feet, when and after water is being released from Folsom Reservoir for flood protection. An additional 5% of Non-Project Water shall also be released from PCWA's MFP to cover losses from the point of release to the point of introduction into Project Facilities. Water provided pursuant to this Contract is further limited to the quantities and at the times as provided in the Agreement.