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September 20, 2010

Judy Moore
City Clerk Department
311 Vernon Street
Roseville CA 95678

RE: CONTRACT BETWEEN THE PLACER COUNTY WATER AGENCY
 AND THE CITY OF ROSEVILLE RELATING TO
 WATER SUPPLIES AND EXCHANGES

Dear Ms. Moore:

Enclosed is a fully executed contract for your records. If you have any questions regarding this contract, please contact Einar Maisch at 530.823.4882.

Sincerely,



Darcy Erickson

Enclosure

**CONTRACT BETWEEN THE PLACER COUNTY WATER AGENCY
AND THE CITY OF ROSEVILLE RELATING TO
WATER SUPPLIES AND EXCHANGES**

This contract ("Contract") is entered into as of the 1st day of September, 2010, by and between the Placer County Water Agency (the "Agency") and the City of Roseville (the "City");

RECITALS

WHEREAS, since 1989 the City and the Agency have entered into the following contracts and agreements relating to interconnecting their water systems, water supplies and wheeling of water:

1. The May 17, 1989 contract "Relating to Interconnection of Their Water Systems."
2. The November 20, 1991 agreement "For A Water Supply."
3. The November 20, 1991 agreement "For Wheeling Water."
4. The October 6, 1994 agreement "Amending and Supplementing May 17, 1989 Agreement."
5. The April 1995 addendum to the May 17, 1989 contract "Relating to Interconnection of Their Water Systems."
6. The January 17, 1996 agreement "Amending November 20, 1991 Water Supply Contract."
7. The March 18, 1998 agreement for "Exchange of Service Area for the Stoneridge Specific Plan."
8. The June 21, 2000 agreement for "Exchange of Water for the Highlands Reserve Service Area and the Modification of the October 6, 1994 Agreement (which amended the May 17, 1989 Interconnection Agreement)."
9. The January 3, 2001 agreement for "Oversizing of the Baseline Road Pipeline Extension and Provision of Points of Delivery and Modification of the November 20, 1991 Wheeling Agreement." Among other things, the January 3, 2001 agreement superseded the July 7, 1999 agreement for the "Oversizing of the Baseline Road Extension and to Provide Points of Delivery."

10. The October 22, 2003 agreement amending the "October 6, 1994 Agreement" relating to interconnection.

11. The October 22, 2003 "First Amendment to Highlands Reserve Water Exchange Agreement," which amended the above-mentioned June 21, 2000 agreement.

12. The October 22, 2003 agreement for the "Joint Use of the Roseville Storage Reservoir and Stoneridge Pump Station;" and

WHEREAS, Attachment A, attached hereto and incorporated herein by this reference, describes the various water system intertie points and any related facilities; and

WHEREAS, Attachment B, attached hereto and incorporated herein by this reference, describes the Stoneridge intertie, pumping station, and storage facilities and the parties' respective ownership interests; and

WHEREAS, Attachment C, attached hereto and incorporated herein by this reference, identifies the pipeline segments with Roseville service area upsized by PCWA to enable water wheeling and the parties' respective maintenance obligations; and

WHEREAS, for convenience, to facilitate understanding of the present relationship of the parties concerning such water service and to bring these agreements up to date, they desire to consolidate and supersede the aforementioned agreements and contracts as set forth below.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. TERMINATION OF EXISTING AGREEMENTS. The agreements and contracts as described in the first recital, and all amendments, supplements, and addendum thereto, if any, shall be superseded by this Contract and are hereby deemed terminated upon execution of this Contract by both parties.

2. TERM OF CONTRACT AND AMENDMENT. This Contract shall be effective upon its execution by both parties and shall remain in effect indefinitely. This Contract may be amended by the parties only upon mutual written agreement.

3. DEFINITIONS. When used in this Contract, the following terms shall have the meanings hereinafter set forth:

(a) "Annual Entitlement" shall mean the amount of water committed to the City by Agency on an annual basis, subject to the schedule described in Article 4, to a total amount of 30,000 acre feet of raw water from the water available to the Agency under its MFP water right permits 13856 and 13858. The Agency may utilize its water supply contract with the USBR to meet the Annual Entitlement, unless the provision of such USBR water would result in less than the full Annual Entitlement being made available to the City.

(b) "Drier Years" and "Driest Years" shall have the same meaning in this Contract as presently set forth in City and Agency Water Forum Purveyor Specific Agreements.

(c) "Emergency" shall mean any conditions that will result in either party being short either treated or raw water. Conditions that may constitute an emergency are limited to facility failure, drought conditions, contractual cutbacks of water supplies, or maintenance outages.

(d) "Firm Supply" shall mean the quantity of water the Agency commits to City and is able to provide based on the conditions within this Contract.

(e) "MFP" shall mean the Agency's Middle Fork American River Project.

(f) "Net Delivery" is defined as the difference between the total volume of treated water delivered by the Agency to the City under this Contract from all delivery points combined over a given period, and the total volume delivered by the City to the Agency from all delivery points combined over the same period.

(g) "Reoperation Water" shall mean water, separate from the Annual Entitlement, released by the Agency from the MFP in Drier and Driest Years to compensate for increased diversions from the American River by the City and the Agency.

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

(i) "Year" shall mean the twelve month period from January 1 through December 31, both dates inclusive.

PART A. AMERICAN RIVER WATER SUPPLY

4. THE CITY'S ANNUAL ENTITLEMENT. The City shall be required to take or pay for its Annual Entitlement pursuant to the following incremental build up schedule:

- A. 10,000 acre feet until June 30, 2015, then
- B. 15,000 acre feet until July 1, 2018, then
- C. 20,000 acre feet until July 1, 2021, then
- D. 25,000 acre feet until July 1, 2024, then
- E. 30,000 acre feet thereafter.

The Annual Entitlement of water provided by the Agency shall be in perpetuity unless the City voluntarily reduces its Annual Entitlement. The City may voluntarily permanently reduce its Annual Entitlement at any time by giving the Agency written notice thereof not less than 90 days prior to the beginning of any Year. If the City elects to do this, its Annual Entitlement and the amount of Annual Entitlement it must take or pay for each year thereafter shall be permanently reduced by the amount specified in the City's voluntary reduction. If the City's Annual Entitlement is reduced permanently in this way and thereafter the City desires to increase it, it shall submit a request to the Agency. If the Agency has water available for such a requested increase, the parties shall set forth the terms and conditions for the delivery of that water in an amendment to this Contract. Also, in the event the City desires to accelerate the amounts set forth in A, B, C, D, and E above, City may do so by notifying the Agency at least one year prior to January 1 of the year during which such acceleration would commence and City shall pay for water deliveries in accordance with Article 12.

In the event USBR temporarily cuts water supplies normally available to the City under its CVP contract the City may request additional water supplies from the Agency. When such additional supplies are available from the Agency, in consideration of Article 9 herein, such additional water will be made available on an annual basis to the City at the then current unit price as an emergency supply.

The Agency acknowledges that the City has entered into an agreement with San Juan Water District for use of 4,000 acre-ft of MFP water which the Agency has contracted to deliver to San Juan and which San Juan identified for diversion from Folsom Reservoir in its Water Forum Purveyor Specific Agreement in normal and wet water years. The Agency further acknowledges that the City has determined that this water supply is necessary as an integral part of its water resource plan to meet its projected buildout demands.

5. DELIVERY OF WATER. Until such time as the Agency is able to obtain the right to divert water off the Sacramento River all water to be furnished pursuant to Part A of this Contract 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 delivery 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. If and when the Agency obtains the right to divert water off the Sacramento River, water to be furnished pursuant to Part A of this Contract may be delivered by the Agency to the City either out of Folsom Reservoir or out of the Sacramento River in accordance with a future agreement between the City and the Agency to be negotiated setting forth the time, amount, means and place of delivery of water from the Sacramento River.

6. DELIVERY SCHEDULE AND REPORTING. On or before December 1 of each year, the City shall submit a written schedule to the Agency indicating the times and quantities of its Annual Entitlement to be taken from Folsom Reservoir 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 consistent with this Contract. Agency shall provide verification to USBR of sufficient natural flows and/or releases from storage to supply deliveries to the City, in a manner satisfactory to USBR, if requested.

7. CARRIAGE LOSSES. The USBR currently imposes carriage losses of 5% on deliveries of MFP water to the City for the use of Folsom Reservoir. The Agency agrees to make additional carriage water deliveries to Folsom Reservoir, above the City's requested delivery

amount, as required by the USBR to enable the full delivery of the City's scheduled water. In wet years, MFP generally releases enough water into Folsom Reservoir to meet USBR's carriage loss requirement as an indirect result of its planned power operations. However, in dry years it may be necessary for the Agency to make releases from MFP reservoirs not planned for its power operations in order to meet the carriage loss requirement. When additional releases from MFP storage are required to meet USBR's carriage loss requirements, the City agrees to pay the Agency for carriage loss releases at the same rate that it pays for delivered water.

8. MEASUREMENT. The City shall measure or cause to be measured all water furnished pursuant to this Part A 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 deliveries to the City, as and when requested by the Agency. 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.

The Agency shall measure or cause to be measured all water delivered into Folsom Reservoir for delivery to the City pursuant to this Part A. Such measurement shall be with equipment and methodology satisfactory to the USBR and the City. The City and/or USBR may inspect such measuring equipment for the purpose of determining the accuracy thereof at any time and any errors appearing therein will be adjusted.

9. AGENCY WATER SHORTAGES.

(a) There may occur at times a water shortage or shortages during any year or years in the quantity of water available to the Agency for delivery to the City under this Part A. 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 a shortage may occur the Agency reserves the right to equitably apportion, in accordance with Agency Board's reasonable determination, its total available water supply among the City and all others entitled to receive water from the Agency. If in any year the City is delivered less than its Annual Entitlement due to such shortages, an adjustment or credit, with interest at the legal rate, shall be made in the amounts to be paid by the City. 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.

(c) The City also recognizes that the Agency's water right permits are subject to the continuing jurisdiction of the State Water Resources Control Board, and the Agency's ability to deliver water is also always subject to natural conditions.

(d) During periods of drought the Agency shall operate the MFP to prioritize consumptive water supply delivery over power generation.

10. WATER QUALITY. The Agency assumes no responsibility with respect to the quality of the water to be furnished pursuant to this Part A and does not warrant the quality of any such water.

11. 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 the water outside of facilities then being operated or maintained by the Agency.

12. RATES AND METHOD OF PAYMENT FOR WATER.

(a) For each acre-foot of Annual Entitlement scheduled and deliverable to the City pursuant to this Contract, the City shall pay the Agency 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 January 1, April 1, July 1 and October 1 of each year.

(b) Interest On Overdue Payments. The City shall pay the Agency interest at the legal rate for interest on State of California court 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 Contract 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 Contract. The City as a whole is obligated to pay to the Agency the payments becoming due under this Contract, 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. REOPERATION OF MIDDLE FORK PROJECT RESERVOIRS.

(a) In its Water Forum Purveyor Specific Agreement, the City agreed to make available up to an additional 20,000 acre-feet in releases from the MFP into Folsom Reservoir in order to take delivery of up to 39,800 acre-feet of surface water from the American River at Folsom in Drier and Driest Years, subject to the Agency making Reoperation Water available. Similarly, in its Purveyor Specific Agreement, the Agency agreed to make available up to an additional 27,000 acre-feet in releases from the MFP into Folsom Reservoir in order to take

delivery of up to 35,500 acre-feet of surface water from the American River at Auburn in Drier and Driest Years.

(b) The Agency agrees to release up to 20,000 acre-feet Reoperation Water for the benefit of the City from its MFP into Folsom Reservoir in Drier and Driest Years, for re-regulation by the USBR down the Lower American River upon the following terms and conditions:

(i) This Reoperation Water is in addition to the City's Annual Entitlement plus carriage losses.

(ii) The Agency will release this Reoperation Water for the City only to the extent that the Agency, in its sole discretion, has determined that (1) it has sufficient water in its reservoirs to make the additional releases required for this Reoperation Water, in addition to its own Reoperation Water releases, without jeopardizing the Agency's supplies for its consumptive customers, including the City, and (2) the Pacific Gas & Electric Company or any other purchaser of MFP power and energy agrees to the reoperation of the MFP, to the extent such an agreement is necessary to permit the Agency to make the releases for the Reoperation Water.

(iii) In the event that the Agency determines that it does not have sufficient water under subparagraph (b)(ii) above it shall proportion any shortage between City Reoperation Water and Agency Reoperation Water.

(iv) The City shall notify the Agency in writing, on or before May 1st of any Drier or Driest Year, the amount of this Reoperation Water it wants the Agency to release for the City during the Calendar Year.

(v) The City shall pay the Agency for the quantity of Reoperation Water the Agency releases for the City during that calendar year at one and one half times the rate it pays for each acre foot of Annual Entitlement water. The City shall remit a deposit of 25% of the cost of the requested amount at the time the City submits its written request for Reoperation Water for that year. The Agency shall bill the City on a monthly basis as releases are made, using deposited funds first. Deposited funds that are not needed, either because of

reduced releases or credit from the sale to a third party as provided in paragraph (c) below, shall be refunded to the City within 30 days of the Agency determining that the funds are not needed or by the end of the calendar year, whichever is earlier.

(vi) The Reoperation Water provided for the City pursuant to this Agreement shall be released into Folsom Reservoir on a delivery schedule to be agreed to by the City, the Agency, the Agency's power purchaser and the USBR for later release to the Lower American River.

(c) The Agency shall diligently attempt to sell the Reoperation Water released for the City for use below the Lower American River. The Agency shall use its best efforts to make such a sale, with any terms and conditions of such a sale that would affect the delivery of the City's Annual Entitlement being subject to the City's approval. The net amount received by the Agency for such sale, after deducting all of the Agency's expenses in achieving such a sale, including, but not limited to, the Agency's administrative expenses, legal expenses, and any expenses for CEQA or NEPA compliance, shall be credited to the City up to the amount the City is required to pay the Agency for Reoperation Water pursuant to subparagraph (b)(v) above. If the Agency does not find a willing buyer within 45 days from the City's request, the water may then be retained for use and/or marketed by the City consistent with the limitations set forth in Article 35 on the use of such water.

(d) Term of Article 14. The term of this Article 14 shall run concurrently with the term of the Agency's and the City's Purveyor Specific Water Forum Agreements, whichever is shorter. If after the date of this Contract there are material changes in the Water Forum Agreements as determined by either party, either party may in its sole discretion upon notice to the other party terminate this Article 14 or request the other party to meet and confer to discuss amendment of this Article 14. Such meet and confer shall take place within 30 days of the request.

PART B. INTERTIE LINE AND WHEELING OF WATER

15. THE TINKER INTERTIE. The parties agree to operate the Tinker Intertie, identified in Attachment A, as follows:

(a) Ownership of Facilities. The pipelines connecting the Tinker Intertie within the City shall be owned, operated and maintained by the City. The portion outside the City and the valves that regulate the delivery of water thereto are owned, operated and maintained by the Agency.

(b) Regulation of Water Exchanges. Except when the parties may be providing water in response to an abnormal pressure drop on either side, or the Agency is wheeling water through the Tinker Intertie to its service area west of the City, or when the Tinker Intertie is being used to balance water takes between the parties as determined necessary by operations staffs of both parties, the Tinker Intertie will be regulated so that exchanges of water between the Agency and the City are kept at a minimum.

16. WHEELING OF WATER.

(a) 10 MGD Wheeling and Limitation. The City has constructed sufficient reserve capacity in its pipelines and other facilities to enable it at all times to wheel water at a total peak rate of approximately 10,000,000 gallons of water per day (10 MGD) for the Agency from the Tinker Intertie to the delivery point of a 12-inch connection at Blackwood Road to serve Bianchi Estates, a 24-inch connection at Crowder Road to serve the Morgan Creek area, and a 24-inch connection west of Fiddymont Road. The City shall wheel water for the Agency, up to this maximum rate, as it is delivered by the Agency through the Tinker Intertie. The Agency shall not exceed the aforementioned peak rate.

(b) Agency's Management of its Water Supply Commitments. The Agency shall manage its water supply commitments and/or operations so as not to exceed the aforementioned peak rate. In the event that the peak rate is exceeded the Agency will immediately cease all further connections in the service area relying on this capacity and cease issuance of connection commitments within the same area. In no event shall the City be required to change its normal operations to facilitate the wheeling of water for the Agency.

(c) Charges for Wheeling and Maintenance and Repair. Charges by the City to the Agency for the wheeling of water through the City's system shall include the cost of water identified in Part E of this Contract. The parties have agreed that the cost of all recurring

maintenance and minor repairs to these pipelines (such as small leak repair, valve repair or replacement, and flushing) shall be borne by the City. The cost of all future major repairs or capital expenditures (such as large leaks or pipeline rehabilitation/replacement) of pipelines shown on Attachment C shall be shared by the parties on a prorated basis between the City and the Agency as follows:

(i) The 36-inch waterline in Pleasant Grove Blvd. from Country Club Drive to Woodcreek Oaks Blvd. was upsized from 24 inches to accommodate the Agency wheeling and results in a 33% Agency cost share in major repairs.

(ii) The 36-inch waterline in Woodcreek Oaks Blvd. from Pleasant Grove Blvd. to Baseline Road was upsized from 24 inches to accommodate the Agency wheeling and results in a 33% Agency cost share in major repairs.

(iii) The 24-inch waterline in Baseline Road from Central Avenue to Junction Blvd. was upsized from 12 inches to accommodate the Agency's wheeling and results in a 50% Agency cost share in major repairs.

(iv) The 24-inch waterline in Baseline Road from Junction Blvd. to Fiddymment Road was not required by the City and was installed to accommodate the Agency wheeling and results in a 100% Agency cost share in major repairs. If in the future the City determines that it needs to use a portion of the capacity of this existing line to serve the Sierra Vista Specific Plan (or other) Project then the City shall also be responsible for a proportionate share of the cost of any major repairs.

(d) Fronting and Reimbursement of Costs. The City shall front any such costs, but the Agency shall reimburse the City for the Agency's share within 60 days after receipt of an invoice following the City's completion of the work. The City shall provide the Agency with at least 12 months notice of planned maintenance estimated to cost more than \$25,000.

(e) Future Extension of Pipelines. The Agency shall have the right to extend the Baseline 24-inch Pipeline west from Fiddymment Road in the future, subject to a separate agreement with the City specifying metering, capacity, ownership, possible City participation, and other related matters.

(f) Meters. The Agency agrees that it will at the City's sole option and at the Agency's sole cost, install such metering devices as the City may reasonably request at any delivery point to the Agency and at the Tinker Intertie.

(g) Payment for Maintenance of Meters. The Agency shall pay all costs incurred for the maintenance of meters at delivery points that enable the Agency to take delivery of water from the City system. The City shall bill the Agency for these costs as they are incurred and the Agency shall pay the City within 30 days after receipt of each bill.

(h) Water Quality. The City shall operate its pipelines in such a manner that any Agency water which the City wheels pursuant to this or any other agreement shall not be diminished in quality as a result of being wheeled. The Agency acknowledges, however, that Agency water delivered for wheeling will be commingled with the City's water and that the water delivered may not be the same as that presented for wheeling. The Agency expressly agrees that the water the City delivers to the Agency will be satisfactory to the Agency provided it meets the City standards for domestic use, regardless of whether the Agency standards are met. The City shall not be required to accept any water from the Agency that does not meet all applicable statutory and regulatory water quality requirements for domestic use in the City. In the event of an emergency with regard to the availability of Agency's treated water supply for wheeling purposes the City will wheel groundwater; provided, however, that the Agency provides a minimum of 48 hours advance written notice to the City of the Agency's desire to do so, meets with the City to coordinate operations and impacts, and that the Agency mixes such groundwater with any of its available treated water supply to the maximum extent reasonably possible to minimize changes in water quality experienced by City customers.

(i) Fluoridation. The City Water System permit requires fluoridation of potable water supplies. As such, non-fluoridated water introduced to the City system can result in conditions out of compliance. Long-term delivery of water into the City service areas at the Tinker Intertie shall be treated to result in optimum fluoridated water being delivered into the City system. Treatment and monitoring systems necessary to insure this are the responsibility of the Agency. Short term delivery of non-fluoridated water at other Intertie locations are allowed within current permit conditions. The Agency also recognizes that any water delivered from the

City system contains fluoride at optimal dosages and the Agency is responsible for appropriate notification and action within Agency service areas. If the City determines that in order to maintain optimum fluoride concentration in Agency's delivered water it may be necessary to assume the operation of Agency fluoridation facilities and bill the Agency for its associated operating costs. In order for the City to assume this operation it will be necessary for Agency to provide access to facilities and equipment to facilitate this. In the event facility improvements are required to facilitate the City's assumption of the fluoridation operation, such improvements will be implemented by the Agency after establishing the needs through operations. Needs may include, but are not limited to such items as access easement, facility access authorization, and auxiliary equipment and controls. Ongoing maintenance of said improvements will also be considered a reimbursable cost. Should the City eliminate fluoridation in its system in the future the Agency shall no longer be required to fluoridate delivered water.

PART C. STONERIDGE INTERTIE AND PUMPING FACILITY

17. Stoneridge Intertie and Pumping Facility. An Intertie facility has been constructed on City property on Scarborough Drive, as shown in Attachment B, commonly referred to as the Northeast Reservoir Site. Through the referenced agreement the following actions have been completed:

- The Stoneridge Pump Station has been constructed with ownership and responsibilities as identified in paragraph 18 below.
- The City has granted easements to the Agency for the construction, operation, maintenance and access of the Agency facilities.
- The City has sold the Agency 710,000 gallons of storage capacity in the existing 10 million gallon storage reservoir constructed by the City.

18. RESERVOIR REPLACEMENT AND REHABILITATION. At such time as the City incurs costs to rehabilitate or replace the 10 million gallon reservoir, the Agency shall reimburse the City for the Agency's proportionate share of these costs based upon the capacity. The City shall provide the Agency with an estimate of the required costs before initiation of any required rehabilitation or replacement. The City shall invoice the Agency for its proportionate

share of the costs based on the capacity ownership ratios upon completion of the work. The Agency shall pay its share of the costs within 60 days of the date of invoice. The City shall provide the Agency with at least 12 months notice of planned maintenance estimated to cost more than \$25,000.

19. PUMP STATION OPERATION AS A PEAKING/FIRE FLOW FACILITY.

When the Stoneridge Pump Station is operated as a peaking and fire flow facility, the Agency shall be allowed to withdraw water from the City's Zone 1 domestic water storage system during peak periods and return the same quantity to either the City's Zone 1 or Zone 2 systems during off peak periods within a 24-hour period beginning at the time such take first commenced. The City shall determine to which City Zone and intertie location the water will be returned. It is anticipated the pump station will operate up to 4 hours a day, 4 months a year to meet peak flow demands, with a maximum water transfer to the Agency of 710,000 gallons per day. Should operating conditions of the pump station change, the terms of this Contract may be amended in accordance with Article 2 of this Contract.

20. OPERATION AS AN INTERTIE FACILITY. The Stoneridge Pump Station may be operated as an intertie facility to allow for the delivery of water from the Agency to the City pursuant to this Contract. Water deliveries made through this Intertie shall be calculated in Net Deliveries on an annual basis per Part E of this Contract.

21. OWNERSHIP OF PUMP STATION. The Agency shall own the Stoneridge Pump Station. The Agency shall own, operate and maintain the pumps, pump controls instrumentation and electrical system, piping (excluding the City Zone 2 supply piping), building and HVAC systems, two-way flow meter, isolation valves, check valves, back up power system including fuel tank, telemetry system, hydro tank and air supply system, and associated appurtenances for operation of the Intertie facility and Agency telemetry systems. The City shall own, operate and maintain the control valves that return water to the City; the flow meter connected to the City Zone 2 water system; the piping to supply the City Zone 2 water system; City telemetry used to monitor operations; the City tank instrumentation and electrical systems. The above-mentioned facilities and their respective ownership interests are identified in Attachment B hereto. The City and the Agency understand the need to coordinate operations of

the system and share data that is being generated from both the Agency's and City's water systems. The Agency shall provide the City with real-time data related to pump station operations so that the City can monitor all aspects of water transfers. Access to all required data has been agreed upon during the development of the SCADA control logic. This will be maintained and/or modified as required after discussing needs between both parties, through the duration of this Contract.

22. PUMP STATION MAINTENANCE AND REPAIR COSTS. The Agency shall be responsible for the cost of all recurring maintenance and minor repairs to the Stoneridge Pump Station with the exception of the City flow meters, control valves, telemetry, tank instrumentation and electrical systems. The cost of all future major repairs or capital rehabilitation expenditures (such as re-roofing, painting or re-paving) shall be shared by parties on a 20% City, 80% Agency basis. The Agency shall provide the City with an estimate of the required costs before initiation of required major repairs or rehabilitation. The Agency shall invoice the City for its proportionate share of the costs (based on ownership ratio) upon completion of the work. The City shall pay its share of such costs within 45 days of the date of invoice.

23. PAYMENT OF UTILITY COSTS. The City shall be responsible for the cost of power associated with a separate feed (connection) to the City's valve vault. The Agency shall be responsible for the cost of all remaining utilities for the Stoneridge Pump Station.

24. SITE ACCESS. The Agency shall provide the City with reasonable access to the Stoneridge Pump Station for operations, maintenance and data acquisition. The City shall provide the Agency with reasonable access to its Northeast Reservoir site.

25. SHORTAGE AND INTERRUPTIONS IN SERVICE. Shortages in the quantity of water available to either party for delivery to the other party or other interruptions in service due to system failures might occur from time to time. Either party may temporarily discontinue or reduce the amount of water furnished to the other party as provided for in this Part C for the purpose of maintaining, repairing, replacing, investigating or inspecting any of the facilities necessary for the storage or furnishing of such water. Insofar as it is feasible, each party shall

give the other party notice in advance of such temporary discontinuances or reductions, except in cases of emergency, in which case notice shall be given as soon as practical.

26. **ADVERSE CONDITIONS**. The parties shall meet in good faith to try to reach mutual agreement on a solution in the event any of the following adverse operating conditions occur:

(a) More than 710,000 gallons of water per day will be required to meet peak demands in the Agency service area for more than 10 consecutive days.

(b) The Agency will be unable to return equivalent volumes of water taken from the City water system within a 24-hour period for more than 10 consecutive days.

(c) The City determines returned water from the Agency to the City's system requires fluoridation to meet system permit conditions.

Notwithstanding any other provision of this Contract, the City shall have the right to at any time impose reasonable operational restrictions, after notification to the Agency, to mitigate or prevent the aforementioned adverse operating conditions.

PART D. INTERTIE POINTS

27. Several water delivery points have been established which connect the City and the Agency systems. The intent of this Article is to identify these points and identify the function of each and the relationships between them. The following existing interties are also shown on Attachment A.

(a) **The Tinker Intertie (Article 15)**. This is the primary connection for wheeling water from the Agency through the City to Agency service areas outside of the City. It is also capable of providing water both to and from the City and Agency service areas. Maximum wheeling rate, as identified in Part B, applies to delivery at this location and matched to extraction rates at identified Agency delivery points collectively.

(b) **Blackwood Road Intertie (Identified in Part B)**. This connection provides wheeled water to the Agency customers in Bianchi Estates subdivision.

(c) Crowder Road Intertie (Identified in Part B). This connection provides wheeled water to the Morgan Creek area, with retail water service provided by California American Water through a wholesale agreement with the Agency. This is a primary delivery point for wheeled Agency water.

(d) Stoneridge Intertie (Identified in Part C). This Intertie facility is used primarily to provide peak delivery support to the Agency's service area within the Stoneridge area of the City. It can also be used for delivery of water from the Agency to the City's Zone 1 or Zone 2 service areas in the event of an emergency or maintenance outage situation.

(e) PFE Road Intertie. This intertie provides wheeled water to the Morgan Creek area, with retail water service provided by California American Water through a wholesale agreement with the Agency and can be used at the discretion of the City based on its system operations and capacity needs.

(f) The Five Star Boulevard Intertie. This connection provides water from the Agency into City Zone 1 in the event of an emergency or maintenance outage situation.

(g) Highland Park Drive Intertie. This intertie was established as an interim supply from the Agency into the City Zone 5, until completion of the required pump station. With the completion of the pump station this Intertie is now a backup connection for this area in event of an emergency or maintenance outage situation.

(h) Park Drive Intertie. This intertie was established as an interim supply from the Agency into the City Zone 5, until completion of the required pump station. With completion of the pump station this intertie is now a backup connection for this area in event of an emergency or maintenance outage situation.

(i) Vineyard Road. This intertie is being considered as an additional connection point from the City Zone 1 into the California American service area at this point. The City has determined a system capability of up to 2 MGD can be provided at this location with no impact to City customers. In the event California American expands its service area for development in this area this intertie will be designed and built in accordance with City

standards and the flow through this location will reduce the 10 MGD allocation identified in Paragraph 16 accordingly.

(j) Other Intertie Points. In the event future wheeling opportunities are proposed by either party, the City will determine if sufficient capacity exists to allow wheeling of water through City's facilities and without impact to the City's customers or operations. In the event sufficient capacity is identified, operational restrictions (i.e. flow rates, pressures, transfer timing, allowable duration, legal restrictions, etc.) and environmental compliance will be identified to determine if the additional intertie(s) is allowable within this Contract. In the event an amendment or additional Contract is necessary and it is in the best interest of the City to pursue, the parties will work to develop an equitable written amendment or additional Contract, which among other things, outlines the wheeling conditions.

PART E. TREATED WATER ACCOUNTING

28. The City and the Agency shall reconcile payments due on Net Deliveries of treated water under this Contract annually on a calendar year basis. Approximately 30 days after the end of each year, the parties shall exchange written statements of the amounts of water provided to the other party during the previous year. These statements shall be used to determine which party is responsible for payment of its receipt of Net Delivery and the amount of such payment.

29. The price to be charged by the Agency or the City for treated water provided to the other party's system will be equal to the monthly commercial quantity rate charged by the City for metered service.

30. Neither the Agency nor the City shall charge the other a capital or capacity fee for any water provided by it to the other party through the Interties(s) as outlined in this Contract. Both Parties intend to balance the inflows and outflows between their respective water systems on a long-term basis; therefore neither party shall assess the other a capital facility fee for any net deliveries. However, nothing in this Contract shall be construed as requiring one party to consistently make Net Deliveries to the other. Neither party shall be required to sell or

permanently dedicate net capacity in its system to the other party, except as provided in this Contract.

31. If Net Delivery is consistently to either party as a result of operational constraints both parties agree to meet to resolve the issue with the intent to minimize or eliminate Net Deliveries.

PART F. GENERAL TERMS

32. INDEMNIFICATION. Each party shall defend, indemnify, and hold harmless the other party, its officers, agents and employees from all claims for personal injury, bodily injury (including death), or property damage arising from or out of any intentional or negligent act or omission of the other party, save and except those matters arising from the sole, active negligence of the that party. This indemnity specifically includes, but is not limited to, claims or damages arising from or related to the quality, type, or character of the water delivered for wheeling, or the control, handling, carriage, use, distribution, disposal, or consumption of the water delivered to the applicable delivery point, or the construction or maintenance of the pipelines. The parties intend that this paragraph shall be broadly construed to effectuate its purpose.

33. EMERGENCY DELIVERIES. Notwithstanding any other provisions of this Contract, if in an emergency the City needs water in addition to that which it has already contracted to purchase from the Agency annually, 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 such additional water at the then current per acre foot price, for Annual Entitlement.

34. CITY'S RIGHT TO PARTICIPATE IN ENLARGEMENT OF AGENCY TREATMENT PLANT. If the Agency undertakes the construction of a plant to treat water diverted from the North Fork American River at Auburn, the Agency shall offer the City, for a period of six (6) months, from the date of written notice to the City that such period has commenced, the opportunity to participate in the enlargement of such treatment plant and transmission capacity from the plant to a City delivery point on a proportionate cost basis. If the

City elects to participate in such facility improvements, such water will be treated and delivered by the Agency to the City; provided that the City agrees to pay the Agency for the cost of treatment and of providing any facilities required for the delivery of such water to the City.

35. LIMITS ON AGENCY'S OBLIGATIONS TO FURNISH WATER TO THE CITY. Notwithstanding any other provision of this Contract to the contrary, the Agency has no obligation to furnish the City any water under this Contract in amounts or at rates, places or times of delivery or under any other terms or conditions which will cause the Agency to be in violation of any of its licenses, permits or contracts relating to water supplies or water service, or in violation of any Federal, State or local law or regulation.

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

37. 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 Contract, shall not be deemed to be a waiver with respect to any other breach, default or matter.

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

39. AREA SERVED BY THE CITY. Water delivered to the City pursuant to this Contract shall not be sold or otherwise disposed of by the City for use outside of the City's water service area, as it may exist from time to time, without the prior written consent of the Agency and subject to the following:.

(a) Regional Groundwater Banking. The City shall retain rights to any water used for groundwater banking programs operated within the City

(b) Recycled Water. The City shall retain rights to any recycled water generated from any regional wastewater treatment processes operated by the City regardless of the source of water used in generation of wastewater.

(c) Service Area Expansion. The City shall have the right to serve areas that are annexed to the City and such annexed areas are for purposes of this Contract hereby deemed within City's service area.

40. OPINIONS AND DETERMINATIONS. Where the terms of this Contract provide for action to be based upon, judgment, approval, 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.

41. NOTICES. All notices that are required either expressly or by implication to be given by any party to the other under this Contract shall only be signed by authorized officers of the notifying party.

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

CITY
City Manager
311 Vernon Street
Roseville, CA 95678

AGENCY
General Manager
P.O. Box 6570
Auburn, CA 95604

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

42. INSPECTION OF BOOKS AND RECORDS. The proper officers or agents of each party shall have full and free access at all reasonable times to the account books and official records of the other party insofar as they pertain to the matters and things provided for in this Contract, with the right at any time during office hours to make copies thereof at that party's expense.

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

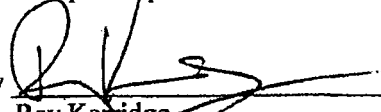
44. ATTORNEY'S FEES. In any action brought by either party to enforce the terms of this Contract, the prevailing party shall be entitled to recover its reasonable attorney's fees.

45. COUNTERPARTS. This Contract may be executed in counterparts.

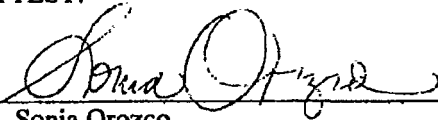
IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Contract in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____ adopted by the Council of the City of Roseville on the _____ day of _____, 2010, and Agency has caused this Contract to be executed by its General Manager and attested to by its Clerk to the Agency Board of Directors by the Agency's Resolution No. ____ adopted by the Agency Board of Directors on the ___ day of _____, 2010.

Signature page(s) to follow:

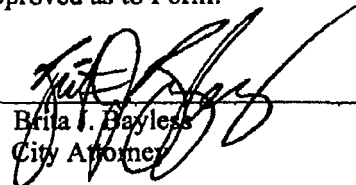
CITY OF ROSEVILLE,
a municipal corporation:

By 
Ray Kerridge
City Manager

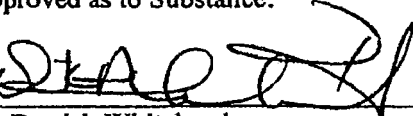
ATTEST:


Sonia Orozco
City Clerk

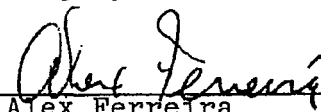
Approved as to Form:


Brita J. Bayless
City Attorney

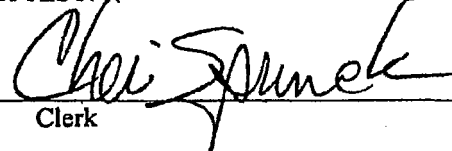
Approved as to Substance:


Derrick Whitehead
Environmental Utilities Director

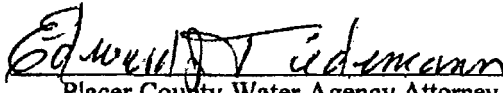
PLACER COUNTY WATER AGENCY,
a public agency:

By 
Alex Ferreira
Chair, Board of Directors

ATTEST:


Choi Spunk
Clerk

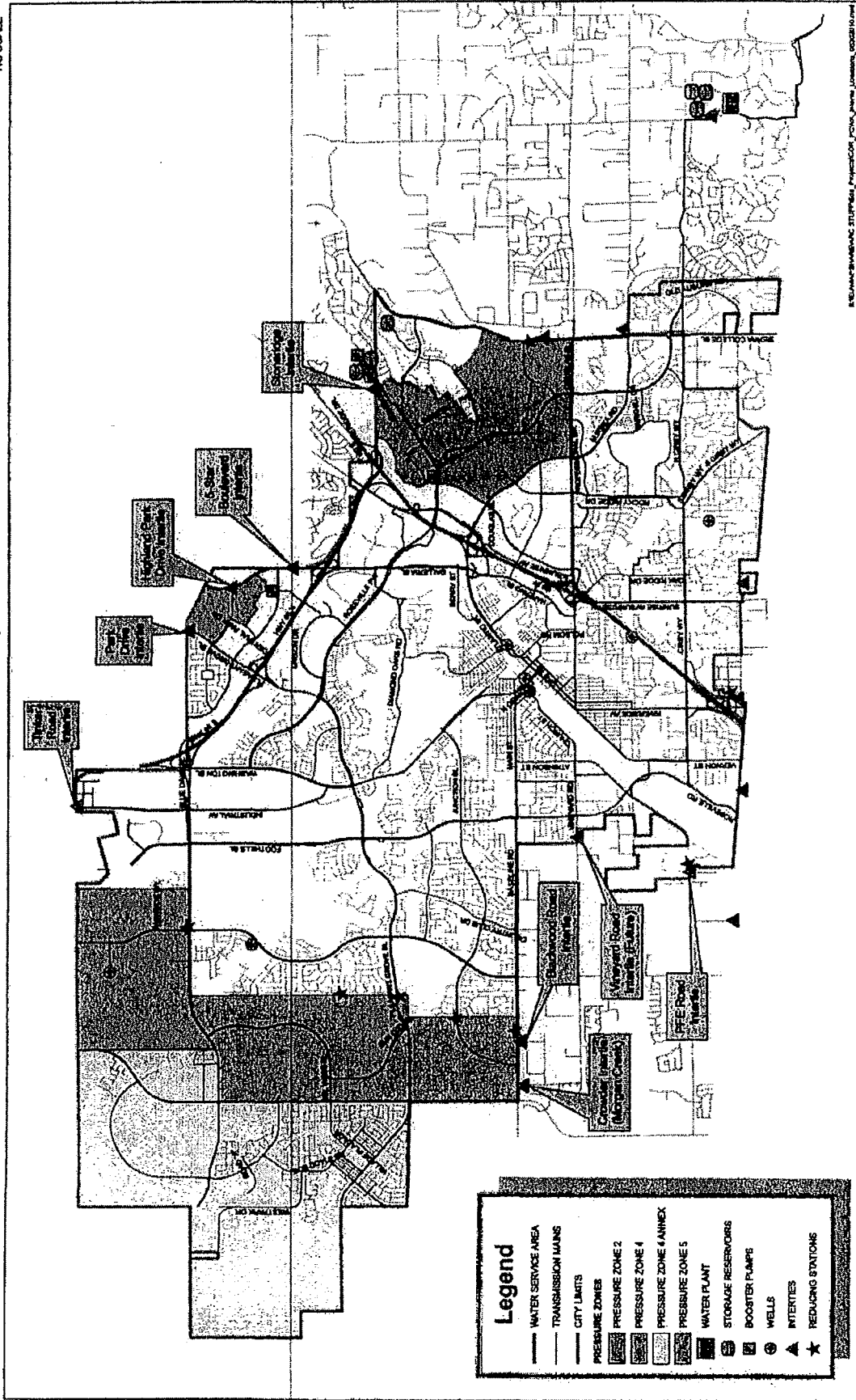
Approved as to Form:


Edward Tideman
Placer County Water Agency Attorney

Approved as to Substance:

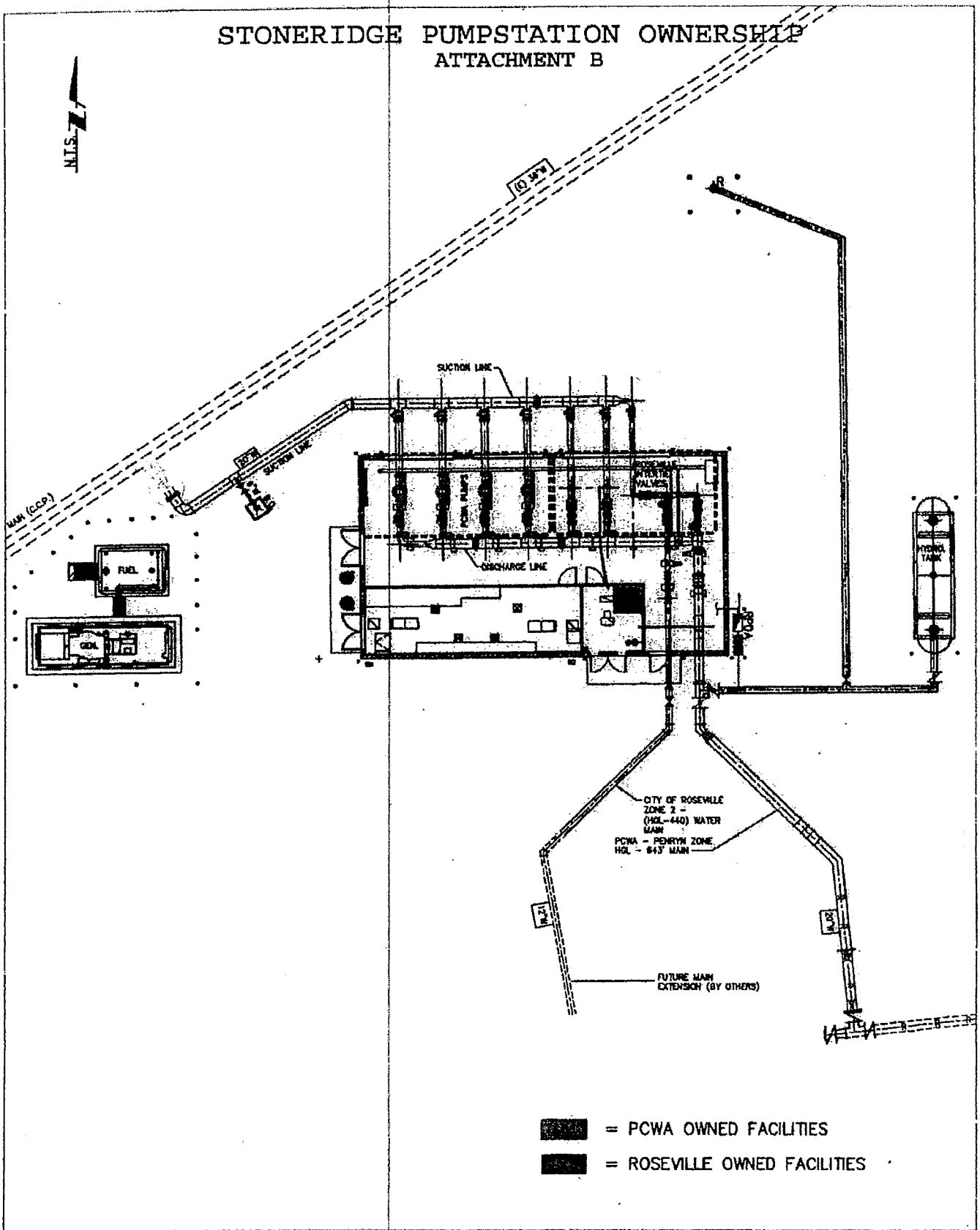
917457.1

CITY OF ROSEVILLE/PCWA INTERTIE LOCATIONS
ATTACHMENT 2



E:\PLAN\2006\11\11\PCWA\PROJECTS\INTERTIE_LOCATIONS_ATTACH2.dwg

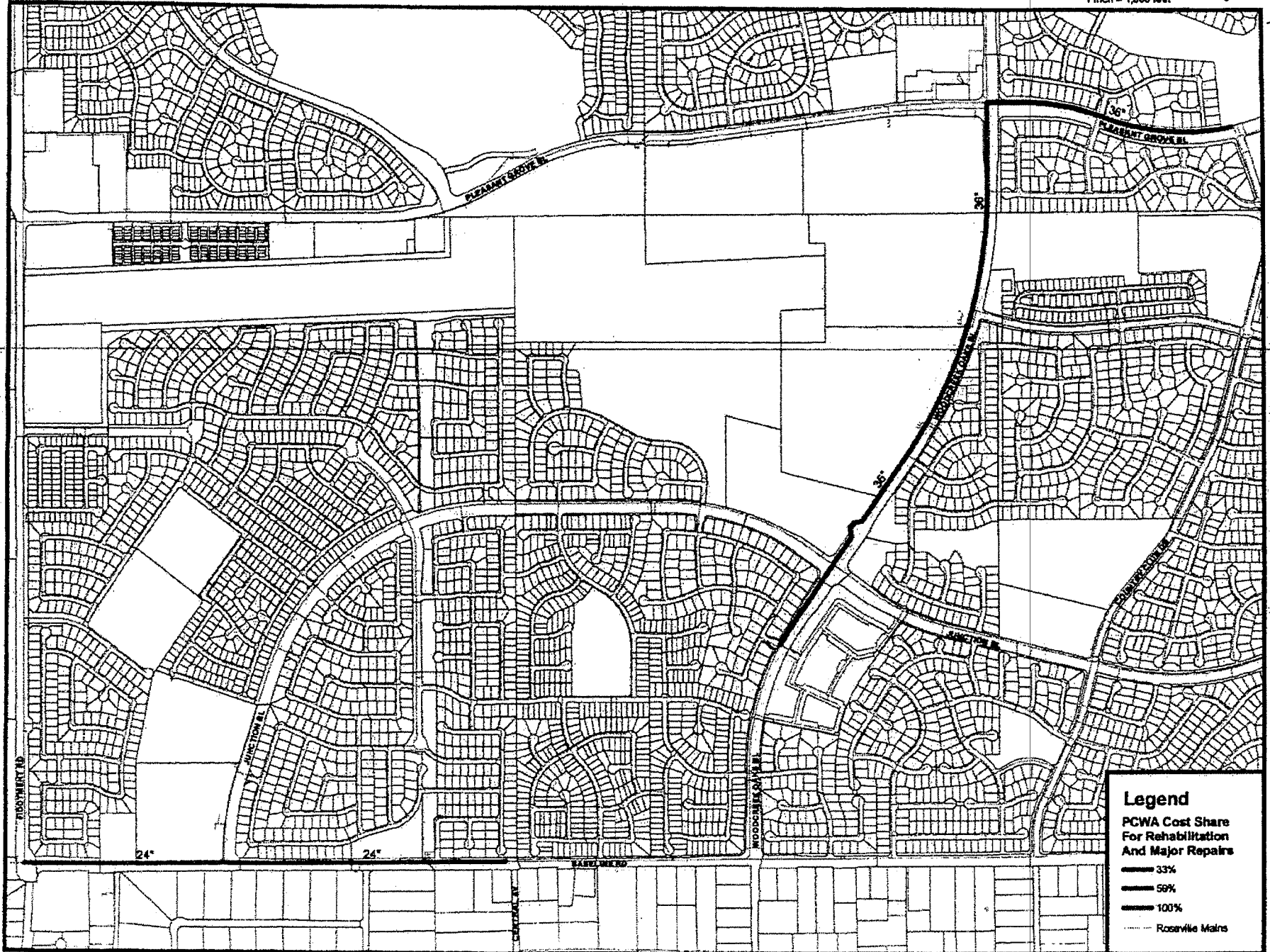
STONERIDGE PUMPSTATION OWNERSHIP ATTACHMENT B



PCWA "Upsized" Waterlines Within Roseville

Attachment C

1 inch = 1,000 feet



Legend

PCWA Cost Share
For Rehabilitation
And Major Repairs

- 33%
- 59%
- 100%
- Roseville Mains

RESOLUTION NO. 10-305

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 regarding water supplies and exchanges, between the City of Roseville and the Placer County Water Agency, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said agreement is hereby 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 1 day of September, 2010, by the following vote on roll call:


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

NOES COUNCILMEMBERS: None

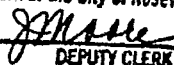
ABSENT COUNCILMEMBERS: None


MAYOR

ATTEST:


City Clerk

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

ATTEST: _____
City Clerk of the City of Roseville, California

DEPUTY CLERK



United States Department of the Interior

BUREAU OF RECLAMATION
Mid-Pacific Regional Office
2800 Cottage Way
Sacramento, California 95825-1898

RECF BY

NOV 28 2006

CITY MANAGER

IN REPLY
REFER TO:
MP-440
WTR-4.00

NOV 22 2006

Mr. Craig Robinson
Manager
City of Roseville
2005 Hilltop Circle
Roseville, California 95747

Subject: Long-Term Warren Act Contract No. 02-WC-20-2217 Between the United States and the City of Roseville (City) Providing for Conveyance of Non-Project Water – Central Valley Project, California

Dear Mr. Robinson:

Enclosed is an executed original of the subject contract for your records. This contract is effective March 1, 2006, through February 28, 2031. The Bureau of Reclamation appreciates the effort expended by the City and its representatives relative to this contract.

If there are any questions, please contact Mr. David White, Repayment Specialist, at 916-978-5257 (TDD 978-5608).

Sincerely,


Kirk C. Rodgers
Regional Director

Enclosure

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 18th day of October, 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

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

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

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

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

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

128 (g) Non-Project Water conveyed by the United States to the Contractor
129 pursuant to this Contract will be conveyed to the Contractor's Point of Delivery.

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

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

137 SCHEDULING AND REPORTING OBLIGATIONS OF THE CONTRACTOR

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

146 (b) For each month, before the 10th day of the succeeding month, the
147 Contractor shall furnish a monthly report of daily operations that is satisfactory to the
148 Contracting Officer which tabulates PCWA's right to the natural flow in the American River, the

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

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

154 PAYMENT FOR CONVEYANCE

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

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

161 (c) Omitted.

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

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

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

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

184 (h) If the conditions identified in subdivision (g) of this Article arise, and it is
185 determined by the Contracting Officer that the Contractor has utilized all of its Project Water
186 available under the Contractor's Water Service Contract or any amendment, extension, or
187 renewal thereof, then the Contractor shall require PCWA to introduce additional Non-Project
188 Water into Folsom Reservoir equal to the quantity of water actually used plus five percent for
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
241 Reform Act of 1982, as amended.

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

248 MEDIUM FOR TRANSMITTING PAYMENTS

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

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

257

CHARGES FOR DELINQUENT PAYMENTS

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

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

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

275

PROTECTION OF WATER AND AIR QUALITY

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

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

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

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

291 of the Non-Project Water identified in Exhibit B, conveyed pursuant to this Contract will

292 significantly degrade the quality of Project Water in Folsom Reservoir, the Contractor shall, upon

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

295 GENERAL OBLIGATION--BENEFITS CONDITIONED UPON PAYMENT

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

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

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

309 RULES, REGULATIONS, AND DETERMINATIONS

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

314 EQUAL EMPLOYMENT OPPORTUNITY

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

316 (a) The Contractor will not discriminate against any employee or applicant for
317 employment because of race, color, religion, sex, or national origin. The Contractor will take
318 affirmative action to ensure that applicants are employed, and that employees are treated during
319 employment, without regard to their race, color, religion, sex, or national origin. Such action
320 shall include, but not be limited to, the following: Employment, upgrading, demotion, or
321 transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms
322 of compensation; and selection for training, including apprenticeship. The Contractor agrees to
323 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

423 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

APPROVED AS TO LEGAL
FORM AND SUFFICIENCY
James E. Turner
OFFICE OF REGIONAL SOLICITOR
DEPARTMENT OF THE INTERIOR

434
435
436

By: *John F. Davis*
FOR Regional Director, Mid-Pacific Region
Bureau of Reclamation

437 (SEAL)

438

CITY OF ROSEVILLE

439
440

By: *John F. Davis*
City Manager

441 Attest:

442
443

By: *Sonia Orzgo*
City Clerk, City of Roseville

444 (H:\PUB440\Long-Term Warrren 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

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

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

EXHIBIT B

SOURCE(S) OF NON-PROJECT WATER

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

RESOLUTION NO. 06-553

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

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

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

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

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

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

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

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

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

NOES COUNCILMEMBERS: None

ABSENT COUNCILMEMBERS: None


MAYOR

ATTEST:


City Clerk

for foregoing instrument is a correct copy of the original on file in this office.

ATTEST: _____
City Clerk of the City of Roseville, California

