
Appendix E-7
Napa Interim Water Agreement (Expired)

AUG 25 1966

Filed _____

[Signature]
County Clerk
AGREEMENT

THIS AGREEMENT made this 25th day of August 1966, by and between SOLANO COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a public body organized and existing pursuant to the laws of the State of California, particularly Statutes of 1951, Chapter 1656, as amended, hereinafter called "Solano" and NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a public body organized and existing pursuant to the laws of the State of California, particularly Statutes of 1951, Chapter 1449, as amended, hereinafter called "Napa", and STATE OF CALIFORNIA, acting by and through its DEPARTMENT OF WATER RESOURCES, hereinafter called "the Department",

WITNESSETH:

WHEREAS, on March 7, 1955, Solano entered into a contract, numbered 14-06-200-4090, with the United States whereby the United States acting by and through the Bureau of Reclamation agreed to make available to Solano a water supply from the Solano Project which contract is hereinafter referred to as "the Solano Project contract", and

WHEREAS, on December 19, 1963, Napa entered into a water supply contract with the Department and on September 22, 1964, Napa and the Department executed Amendment No. 1 to said water supply contract, which contract as amended is hereinafter referred to as "the Napa-State contract", and

WHEREAS, the parties contemplate that the portion of the North Bay Aqueduct to be constructed by the Department from Cordelia in Solano County to Napa County (hereinafter referred to as the "Cordelia-Napa aqueduct") will be completed by 1968, but that the portion of

the North Bay Aqueduct extending from the Sacramento-San Joaquin Delta to Cordelia (hereinafter referred to as the "Delta-Cordelia aqueduct") will not, unless the parties hereto otherwise agree, be completed prior to 1980, and

WHEREAS, the Napa-State contract provides that until such time as the Delta-Cordelia aqueduct is completed that water other than that made available in the Sacramento-San Joaquin Delta by the California Water Project may be transported through the Cordelia-Napa aqueduct, and

WHEREAS, the parties desire, by this agreement, to provide an interim supply of water for Napa to be furnished from the Putah South Canal of the Solano Project and to be transported to Napa County via the Cordelia-Napa aqueduct from the time of completion of the Cordelia-Napa aqueduct until the completion of the Delta-Cordelia aqueduct.

NOW, THEREFORE, the parties hereto agree as follows:

1. Definitions: When used herein unless otherwise distinctly expressed or manifestly incompatible with the intent hereof:
 - a. The terms defined in Article 1 of the Solano Project contract shall have the same meaning in this contract.
 - b. "Director" means the Director of the Department or his designated representative.
 - c. "Napa's member unit" means any city, water district or other entity which enters into a contract with Napa for a water supply delivered through the North Bay Aqueduct.

2. Term: The term of this agreement shall commence on the completion of Cordelia-Napa aqueduct and shall continue until the

completion of the Delta-Cordelia aqueduct.

3. Water To Be Furnished: Solano will furnish to Napa under the terms of this agreement, from the water supplies made available to Solano in the Putah South Canal, such quantities of water as are specified by Napa in accordance with Section 4 hereof, provided, however, that the water furnished to Napa hereunder, shall not, without the prior written consent of Solano, exceed a total of 74,600 acre feet of water during the entire term of this agreement, nor exceed 12,500 acre feet of water in any contract year, nor exceed 1,375 acre feet of water in any calendar month, nor be furnished at a rate of flow in excess of 23 cubic feet per second, and provided, further, that each present and future member unit of Solano shall have a right prior to Napa to water available to Solano in the Putah South Canal.

4. Delivery of Water: Napa shall submit in writing to Solano prior to the 15th day of February of each year during the term of this agreement a schedule approved by the Director and in form satisfactory to Solano of water deliveries which Napa requires to be delivered to it hereunder by month during the following contract year. Such schedule may from time to time be revised on the request of Napa submitted within a reasonable time before the desired revision is to be effective and on the approval thereof by Solano and the Director. Solano will make all reasonable efforts consistent with sound operating procedures to furnish water to Napa in accordance with such schedule or any approved revision thereof. Solano shall not, without its prior written consent, be obligated to deliver any quantity of water during any calendar month in excess of the

quantity thus scheduled for such month.

5. Point of Delivery, Measurement and Responsibility For Distribution of Water: All water furnished hereunder shall be delivered by Solano at a point on the Putah South Canal to be mutually agreed upon by the parties hereto. All said water shall be measured at said point of delivery by equipment satisfactory to Solano and installed without expense to Solano. Said equipment shall be operated and maintained by Solano at its expense. Upon request of Napa, Solano will investigate the accuracy of said measuring equipment and shall adjust any errors disclosed by such investigation. If such an investigation discloses an error of 2% or more the cost of such investigation shall be borne by Solano otherwise the cost of such investigation shall be borne by Napa. No part of the cost of any turnout or delivery structure necessary to effect such delivery shall be borne by Solano. Neither the United States nor Solano shall be responsible for the control, carriage, handling, use, disposal or distribution of water after it passes said point of delivery.

6. Transportation of Water Through Aqueduct: The Department will, by itself or through a contractor with the Department, operate and maintain the Cordelia-Napa aqueduct. All water delivered by Solano to Napa hereunder shall be transported by the Department through the Cordelia-Napa aqueduct to Napa County. The Department shall be solely responsible for, and bear all risks with respect to, said water from the point of delivery by Solano hereunder to the point or points where the Department redelivers said water to Napa's member units

Napa will cause its member units receiving said water in Napa County to assume full responsibility therefor and bear all risks of loss with respect thereto upon redelivery thereof by the Department to such member units and Napa will require such member units to hold the United States, and each of the parties hereto, harmless from any damage or claim of damage of any nature for which there is legal liability, including property damage, personal injury or death, arising out of or in connection with the control, carriage, handling, use, disposal or distribution of such water beyond the point of redelivery by the Department to Napa's member units.

7. Temporary Interruptions In Deliveries: If at any time it becomes necessary for any reason for Solano, the Department or Napa's member units temporarily to interrupt deliveries or transportation of water hereunder, such party (with Napa acting on behalf of its member units) shall first notify each of the other parties hereto in writing of the time and duration of such interruption, except in an emergency when such notice need not be given in advance.

8. Charge For Water: Napa will pay Solano for all water furnished hereunder during each contract year a charge per acre foot which shall be established by Solano not later than the first day of January preceeding such contract year. The charge shall be the total of a base rate and a rate in lieu of Solano's ad valorem taxes. The base rate shall be the same as the rate from time to time paid by the cities which are member units of Solano for water from the Putah South Canal for municipal and industrial use and

shall not exceed fifteen dollars (\$15) per acre foot. The in-lieu-tax rate shall be not less than five dollars (\$5) per acre foot nor more than nine and 375/1000 dollars (\$9.375) per acre foot computed as follows: five dollars (\$5) multiplied by a fraction in which the numerator shall be Solano's total expenditures incurred during the previous fiscal year in supplying water from the Putah South Canal over and above the total amount paid by all Solano's member units for water service therefrom and the total amount paid by Napa on the base rate during such fiscal year, and the denominator shall be the total of Solano's said expenditures over and above the total amount paid by all Solano's member units for such water service during fiscal year 1964-65. Said denominator is \$131,253.00 having been computed as follows:

Costs of operation and maintenance of Putah South Canal	\$ 44,986.00
Payments to U.S. Bureau of Reclamation for water service from Solano Project	374,295.00
Total expenditures for fiscal year 1964-5	419,281.00
Less: Revenues from member units for water service	288,028.00
Balance, net cost, fiscal 1964-5	131,253.00

9. Minimum Annual Payment of In-Lieu-Tax Rate: Each year during the time of this contract Napa shall pay to Solano, irrespective of the quantity of water scheduled by, or furnished to, Napa during such year, the in-lieu-tax rate multiplied by the estimated quantity of water to be furnished during such year as tabulated below:

<u>Year</u>	<u>Estimated Quantity of Water to be Furnished</u>
1*	900 acre feet
2	1,900 acre feet
3	2,500 acre feet
4	2,900 acre feet
5	3,300 acre feet
6	3,600 acre feet
7	4,100 acre feet
8	4,500 acre feet
9	4,900 acre feet
10	5,400 acre feet
11	6,000 acre feet
12 and each subsequent year, if any, until Delta-Cordelia aqueduct is operational	6,500 acre feet**

In the event in any year the quantity of water actually delivered to Napa is less than the estimated quantity tabulated above, then the in-lieu-tax rate paid on such difference shall be applied as a credit against any in-lieu-tax rate payable in a subsequent year on quantities of water furnished in excess of estimated quantity for such year.

10. Time of Payment: The total charge determined in accordance with Sections 8 and 9 hereof for the water scheduled in accordance with Section 4 hereof for each contract year shall be paid one-half (1/2) not later than the 15th day of February preceding such contract year and one-half (1/2) not later than the following 15th day of June. If any delivery schedule is revised by mutual agreement of the parties to increase the quantities of water to be furnished, payment for such increased quantities will be made at the time of such revision. If any delivery schedule is revised by mutual agreement of the parties to decrease the quantities of water to be furnished, Solano will credit the amount of any overpayment

* First full contract year water is available.

** Last year shall be prorated to date water is available from Delta-Cordelia aqueduct.

theretofore made by Napa to the next payment to be made by Napa hereunder and upon the termination of this agreement Solano will refund to Napa the amount of any overpayment. Napa will pay for all water that may be delivered hereunder in excess of scheduled quantities promptly on receipt of Solano's invoice therefor.

11. Area of Use of Water: All water delivered hereunder shall be used by Napa's member units within the County of Napa.

12. Non-responsibility For Quality of Water: Neither the United States, Solano nor the Department assumes any responsibility whatever with respect to, or warrants, the quality of the water to be furnished pursuant to this agreement. Napa acknowledges that said water is untreated water and is not potable or fit for domestic use unless it is treated.

13. Non-liability For Shortages: In no event shall any liability accrue against Solano or the United States or any of their respective officers, agencies or employees for any damages, direct or indirect, arising out of (1) any shortage of water made available to Solano in the Putah South Canal over and above the requirements of Solano's member units, or (2) any shortage of water or delay in the delivery thereof on account of drouth, act of God, or other cause beyond the control of the United States or Solano or (3) any shortage of water or delay in the delivery thereof reasonably necessary for the purpose of repairing, replacing, maintaining, operating or inspecting the Solano Project, the Putah South Canal and the pumps, facilities, appurtenances and related properties thereof. If by reason of any such shortage of water or delay in the delivery thereof the amount of water made available for delivery to Napa

hereunder in any contract year is less than the amount scheduled by Napa for delivery in such contract year then an appropriate adjustment shall be made of the amounts paid or payable by Napa hereunder and such adjustment shall constitute the sole remedy of Napa, Napa's member units, or anyone having or claiming to have, by, through or under Napa, or Napa's member units, the right to receive any water furnished pursuant to this agreement.

14. Default: Should Napa fail to make any payment due to Solano hereunder Solano shall have the right following thirty (30) days written notice to Napa to discontinue further delivery of water hereunder until such payments have been made. For every payment to be made by Napa to Solano hereunder which shall remain unpaid after the same shall have become due and payable there shall be imposed a penalty of one-half of one percent of the amount of such delinquent payment per month or fraction thereof from and after the date when the same becomes due until paid, and Napa hereby agrees to pay said penalty, provided, however, that no penalty shall be charged to or paid by Napa unless such delinquency continues for more than thirty (30) days.

15. Applicability of Solano Project Contract: This agreement is subject to the obligations and limitations imposed on Solano by the Solano Project contract. Napa hereby acknowledges receipt of a copy of the Solano Project contract and said contract is hereby incorporated herein by this reference in all respects as though set forth in full at this point. Napa hereby expressly agrees to each provision of the Solano Project contract imposing obligations and limitations upon Solano, including, without limitation, the provisions

thereof relating to excess lands.

16. Conditions Precedent to This Agreement: This agreement shall not become effective until it is approved and consented to by the United States acting by and through the Bureau of Reclamation and by each of the present member units of Solano. All of the rights and obligations of each party hereunder are hereby expressly conditioned upon such approvals and consents.

17. Assignment Prohibited: This agreement may not be assigned in whole or in part by any party without the prior written approval of both of the other parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date first above written by their respective officers thereunto duly authorized.

ATTEST:

Ellen Starnes
Clerk

[SEAL]

ATTEST:

[Signature]
Clerk

[SEAL]

SOLANO COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

By [Signature]
Chairman

NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

By [Signature]

STATE OF CALIFORNIA,
DEPARTMENT OF WATER RESOURCES

By [Signature]
Director of Water Resources

7413

DOLANO COUNTY
FLOOD CONTROL

— — —
STATE OF CALIF

— — —

LAH COUNTY FLOOD
CONTROL —

Filed Aug 25, 1966



UNITED STATES
DEPARTMENT OF THE INTERIOR

BUREAU OF RECLAMATION

REGIONAL OFFICE, REGION 2

P. O. BOX 15011

SACRAMENTO, CALIFORNIA 95815

IN REPLY
REFER TO: 2-440

SEP 16 1966

SEP 19 REC'D

Board of Directors
Solano County Flood Control and
Water Conservation District
Solano County Court House
Fairfield, California 94533

Attention: Mr. David Balmer
County Administrator

Gentlemen:

This is in reply to your letter of September 2, 1966, enclosing a copy of the contract between your District, Napa County Flood Control and Water Conservation District, and State of California, Department of Water Resources, which was executed on August 25, 1966. The contract will provide an interim supply of surplus Solano Project water to Napa via Putah South Canal until the reach of the North Bay Aqueduct from Lindsey Slough to Cordelia is completed by the State of California.

As Contracting Officer, pursuant to water service contract No. 14-06-200-4090 between your District and the United States, dated March 7, 1955, I approve the sale of the interim water supply to Napa from the Solano Project surplus.

Sincerely yours,

C. H. Kadis
Acting Regional Director

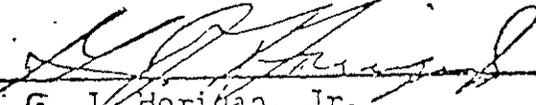
In quintuplicate

APPROVAL OF AGREEMENT
AND GRANT OF POWER

The undersigned, a member unit of Solano County Flood Control and Water Conservation District or an Agency of the State of California does hereby approve that agreement between Solano County Flood Control and Water Conservation District, Napa County Flood Control and Water Conservation District and the State of California acting by and through its Department of Water Resources dated August 25, 1966. In consideration of the undertakings of Napa County Flood Control and Water Conservation District in said agreement, the undersigned hereby grants to Solano County Flood Control and Water Conservation District power to make and perform said agreement in accordance with Section 5.2 of Solano County Flood Control and Water Conservation District Act.

Dated: September 7, 1966

Maine Prairie Water District

By 

G. J. Horigan, Jr.
Secretary-Manager

Attest:

APPROVAL OF AGREEMENT
AND GRANT OF POWER

The undersigned, a member unit of Solano County Flood Control and Water Conservation District or an Agency of the State of California does hereby approve that agreement between Solano County Flood Control and Water Conservation District, Napa County Flood Control and Water Conservation District and the State of California acting by and through its Department of Water Resources dated August 25, 1966. In consideration of the undertakings of Napa County Flood Control and Water Conservation District in said agreement, the undersigned hereby grants to Solano County Flood Control and Water Conservation District power to make and perform said agreement in accordance with Section 5.2 of Solano County Flood Control and Water Conservation District Act.

Dated: September 12, 1966

Attest:

State of California
DEPARTMENT OF CORRECTIONS
CALIFORNIA MEDICAL FACILITY

By: [Signature]
Business Manager

APPROVAL RECOMMENDED:
DEPARTMENT OF CORRECTIONS
State of California

By: [Signature]
I. O. Ritter, Chief
Management Services Division

APPROVAL OF AGREEMENT
AND GRANT OF POWER

The undersigned, a member unit of Solano County Flood Control and Water Conservation District or an Agency of the State of California does hereby approve that agreement between Solano County Flood Control and Water Conservation District, Napa County Flood Control and Water Conservation District and the State of California acting by and through its Department of Water Resources dated August 25, 1966. In consideration of the undertakings of Napa County Flood Control and Water Conservation District in said agreement, the undersigned hereby grants to Solano County Flood Control and Water Conservation District power to make and perform said agreement in accordance with Section 5.2 of Solano County Flood Control and Water Conservation District Act.

Dated: SEP 19 1966

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

BY *Michael D. McMan*
SECRETARY

Attest:

Elizabeth O'Brien
ASSISTANT SECRETARY

APPROVAL OF AGREEMENT
AND GRANT OF POWER

The undersigned, a member unit of Solano County Flood Control and Water Conservation District or an Agency of the State of California does hereby approve that agreement between Solano County Flood Control and Water Conservation District, Napa County Flood Control and Water Conservation District and the State of California acting by and through its Department of Water Resources dated August 25, 1966. In consideration of the undertakings of Napa County Flood Control and Water Conservation District in said agreement, the undersigned hereby grants to Solano County Flood Control and Water Conservation District power to make and perform said agreement in accordance with Section 5.2 of Solano County Flood Control and Water Conservation District Act.

. Dated: September 19, 1966

SOLANO IRRIGATION DISTRICT

By Oliver H. Tamm
Vice-President

Attest:

Arthur P. Taler
Acting Secretary

RESOLUTION

At a regular meeting of the Board of Directors of the Solano Irrigation District held at the office of said District on the 19th day of September, 1966, Directors O. H. Timm, Charles Eldredge, Severt Swanson and Martin Glashoff

being present, the following resolution was made and unanimously adopted:

BE AND IT IS HEREBY RESOLVED that the ^{Vice} President and ^{Acting} Secretary are hereby authorized and directed to execute the "Approval of Agreement and Grant of Power" for that certain agreement between Solano County Flood Control and Water Conservation District, Napa County Flood Control and Water Conservation District and the State of California acting by and through its Department of Water Resources dated August 25, 1966

Dated: September 19, 1966

Oliver H. Timm
Vice President

I hereby certify that the foregoing resolution was duly made, seconded and adopted by the Board of Directors of Solano Irrigation District at a regular meeting of said Board held on September 19, 1966.

Arthur E. Tabor
Acting Secretary

APPROVAL OF AGREEMENT
AND GRANT OF POWER

The undersigned, a member unit of Solano County Flood Control and Water Conservation District or an Agency of the State of California does hereby approve that agreement between Solano County Flood Control and Water Conservation District, Napa County Flood Control and Water Conservation District and the State of California acting by and through its Department of Water Resources dated August 25, 1966. In consideration of the undertakings of Napa County Flood Control and Water Conservation District in said agreement, the undersigned hereby grants to Solano County Flood Control and Water Conservation District power to make and perform said agreement in accordance with Section 5.2 of Solano County Flood Control and Water Conservation District Act.

Dated: October 14, 1966

CITY OF VACAVILLE

By

A. J. Libonatti

Mayor

Attest:

Donald J. Prater

APPROVAL OF AGREEMENT
AND GRANT OF POWER

The undersigned, a member unit of Solano County Flood Control and Water Conservation District or an Agency of the State of California does hereby approve that agreement between Solano County Flood Control and Water Conservation District, Napa County Flood Control and Water Conservation District and the State of California acting by and through its Department of Water Resources dated August 25, 1966. In consideration of the undertakings of Napa County Flood Control and Water Conservation District in said agreement, the undersigned hereby grants to Solano County Flood Control and Water Conservation District power to make and perform said agreement in accordance with Section 5.2 of Solano County Flood Control and Water Conservation District Act.

Dated:

SUISUN CITY

BY

Quida L. Call

MAYOR

Attest:

Robert J. Bounds

CITY CLERK

APPROVAL OF AGREEMENT
AND GRANT OF POWER

The undersigned, a member unit of Solano County Flood Control and Water Conservation District or an Agency of the State of California does hereby approve that agreement between Solano County Flood Control and Water Conservation District, Napa County Flood Control and Water Conservation District and the State of California acting by and through its Department of Water Resources dated August 25, 1966. In consideration of the undertakings of Napa County Flood Control and Water Conservation District in said agreement, the undersigned hereby grants to Solano County Flood Control and Water Conservation District power to make and perform said agreement in accordance with Section 5.2 of Solano County Flood Control and Water Conservation District Act.

Dated: Sept. 13, 1966

City of Fairfield
By [Signature]
Mayor Pro Tem

Attest:

[Signature]
Clerk

