

C O P Y

C O P Y

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

CONTRACT BETWEEN THE UNITED STATES AND  
THE STATE OF CALIFORNIA FOR THE OPERATION OF  
THE NIMBUS FISH HATCHERY

THIS CONTRACT, made this 1st day of June, 1956, pursuant to the Act of Congress of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, between THE UNITED STATES OF AMERICA, herein styled the United States, represented by the officer executing this contract, herein styled the contracting officer, and the STATE OF CALIFORNIA, represented by the Department of Fish and Game, herein styled the State:

WITNESSETH, THAT:

WHEREAS, the American River is an important nursery stream for the propagation of salmon and steelhead trout; and

WHEREAS, Nimbus Dam, a feature of the Central Valley Project, will block access to the portion of the spawning area previously utilized by approximately seventy-two percent (72%) of the salmon run and one hundred percent (100%) of the steelhead run heretofore available in the American River; and

WHEREAS, pursuant to recommendations of the California Department of Fish and Game and the United States Fish and Wildlife Service and the provisions of the Federal Wildlife Coordination Act (60 Stat. 1080), the United States is constructing and equipping a fish hatchery at Nimbus Dam to compensate for the loss of said salmon and steelhead spawning area; and

WHEREAS, the United States has agreed that initially the hatchery shall be built to a capacity of thirty (30) million eggs and ultimately, if necessary, to a capacity of fifty (50) million eggs; and

WHEREAS, by reason of its previous experience in the operation of fish hatcheries, it is desirable that the State operate said salmon and steelhead hatchery;

NOW THEREFORE, in consideration of the mutual and dependent covenants herein contained, it is hereby mutually agreed by the parties hereto as follows:

(1) Upon completion of the Nimbus fish hatchery by the United States to the stage where operation may begin, the United States shall transfer to the State and the State shall accept full custody of and complete responsibility for its operation, maintenance and repair including, but not limited to, buildings and grounds, pipelines, conduits, ponds, furnishings, fixtures, and equipment, all of which shall be inventoried and receipt therefor furnished by the State to the United States.

(2) Concurrently with the transfer of the operation and maintenance of the hatchery to the State, the United States shall, to the extent appropriations are available and allotments are made therefor by the Secretary of the Interior or his duly authorized representative, transfer to the State such sum of money as the parties hereto estimate will be required to pay the expense of such operation, maintenance and repair to the end of the fiscal year in which such transfer of operation and maintenance is made, and for each of the succeeding four (4) fiscal years the United States shall make a similar transfer of funds to the State for the estimated costs of operation and maintenance for each such fiscal year.

(3) The State shall maintain an accurate record of expenditures from funds transferred to it by the United States and shall furnish a statement of such expenditures to the United States within thirty (30) days after the close of each fiscal year. In the event that the actual costs for any fiscal year exceed the estimate agreed upon for such fiscal year, the amount of such excess shall be added to the sum transferred to the State for the succeeding fiscal year, subject to the limitations provided in Article 2 hereof. Any funds advanced hereunder that remain unobligated by the State at the expiration of each fiscal year during the term hereof shall be remitted to the United States with the statement of actual expenditures required by this article to be made. Any balance owing to the State upon the termination of this contract shall be promptly paid to the State.

(4) The State, as a part of the hatchery operations, shall make annual estimates of the number of salmon and steelhead spawning in the American River below Nimbus Dam and shall furnish annually to the contracting officer a record thereof.

(5) The United States shall furnish water for the operation of the hatchery in accordance with such schedule as may be agreed upon, but not to exceed thirty (30) cubic feet per second.

(6) The United States shall not be liable for property damage or personal injuries resulting from operation and maintenance of the hatchery by the State.

(7) Employees of the United States shall have access to the hatchery premises to the extent required for the performance of their official duties, but shall not interfere with the operations of the State.

(8) To the extent that the funds herein provided permit, the State shall maintain the tailrace control structure located downstream from the fish rack structure and shall maintain the stream bed and protective mats at the fish rack structure to assure a fish-tight operating condition.

(9) This contract may be terminated by either party giving sixty (60) days' written notice of termination to the other upon the occurrence of any of the following:

(a) The end of the last fiscal year for which the transfer of funds is provided in Article 2.

(b) Determination, as agreed upon by the contracting officer and the State and concurred in by the Fish and Wildlife Service, that the runs of salmon and steelhead spawning naturally in the American River below Nimbus Dam equal the average runs which prevailed in the American River during the period 1944 to 1954.

(c) Failure of the Congress of the United States or the Legislature of the State of California to make appropriations of money sufficient to carry out the provisions of this contract.

(10) Major repairs and replacements of hatchery facilities shall be the responsibility of the United States to the extent that appropriations are available and allotments are made therefor by the Secretary of the Interior or his duly authorized representative.

(11) No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

(12) (a) In connection with the performance of work under this contract, the State agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay off or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The State agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

(b) The State further agrees to insert the foregoing provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

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

THE UNITED STATES OF AMERICA

By /s/ C. H. Spencer  
Regional Director, Region 2  
Bureau of Reclamation

STATE OF CALIFORNIA,  
Acting by and through  
Department of Fish and Game

By /s/ W. T. Shannon  
Deputy Director