UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Solano Project, California

MANAGEMENT AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND SOLANO COUNTY FOR THE DEVELOPMENT, ADMINISTRATION, OPERATION AND MAINTENANCE OF RECREATION AND OTHER PURPOSES AT LAKE SOLANO

THIS AMENDMENT, to the Agreement executed on November 17, 1971, is made as of this 18th day of February 2004, in accordance with the Act of Congress of June 17, 1902 (32 Stat.-388) and acts amendatory thereof and supplementary thereto, collectively known and referred to as Federal reclamation laws, and the Federal Water Project Recreation Act of July 9, 1965, Public Law 89-72 (79 Stat. 213), as amended particularly by Title XXVIII of the Reclamation Recreation Management Act of October 30, 1992, (102-575, 106 Stat. 4690-4693) by and between THE UNITED STATES OF AMERICA, acting by and through its Department of the Interior, hereinafter styled the United States, represented by the officer executing this instrument of its behalf, which officer, his successor and his duly authorized representative are hereinafter severally called the Contracting Officer, and SOLANO COUNTY, acting through the Chairman of the Board of Supervisors, hereinafter styled the County.

WITNESSETH THAT:

WHEREAS, the Lake Solano recreation area lands and waters are owned by the United States and are being administered, operated and maintained by the County under the 1971 management agreement. The County has requested that the United States agree to amend the managing contract and extend the agreement by five (5) years. The proposed extension will allow the County to meet funding requirements of the State of California (State). A 23-year-contract term will allow the County to qualify for and to immediately accept State funds to improve and maintain Lake Solano's recreational facilities; as well as allow the County to file and the State to process an additional funding application.

WHEREAS, the United States, at this time, has no objection to the terms and conditions of the original contract and the County's proposal meets the intent of Reclamation's present policy of twenty (20) year recreation contract terms.

WHEREAS, the United States and the County mutually agree to extend the termination date of this management contract for an additional five (5) year period to reflect both agencies mutual commitment to providing for public outdoor recreation facilities on Lake Solano lands and waters:

NOW, THEREFORE, it is agreed as follows:

Article 1 of Contract 14-06-200-5596A entitled Term of Agreement is hereby amended to reflect the extension of the contract's expiration date to November 16, 2026, unless sooner terminated as provided in Article 2 hereof.

IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the date first above written.

UNITED STATES OF AMERICA

By _____
Donna E. Tegelman
Regional Resource Manager
Mid-Pacific Region
Bureau of Reclamation

COUNTY OF SOLANO

By _____
Chairman, Board of Supervisors

RESOLUTION APPROVING AS TO FORM A CONTRACT BETWEEN U.S. DEPARTMENT OF INTERIOR, BUREAU OF RECLAMATION AND SOLANO COUNTY - LAKE SOLANO PROJECT.

WHEREAS, the U.S. Department of Interior, Bureau of Reclamation, and the County of Solano are mutually interested in providing public outdoor recreation facilities on lands and water areas at Lake Solano, and

WHEREAS, the U.S. Department of Interior, Bureau of Reclamation has drafted an agreement, R.O. Draft 12/4/70, setting forth certain terms and conditions to effectuate the aforesaid interests,

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors, County of Solano does hereby approve as to form the aforesaid drafted agreement subject to the following changes:

1. Page 2, line 14. Delete the word "positive" and substitute therefor the word "reasonable".

2. Page 7; line 20. Delete the following sentence, "In the event of an impasse in reaching a decision on any point, the United States reserves the right to make such a decision."

3. Page 10, line 2. After the word "issuance" add "Such review shall be completed within sixty (60) days".

4. Page 10, line 20. After the word "States" add "Such review shall be completed within sixty (60) days".

5. Page 12, line 10. Delete the words "two members so named" and substitute therefor the word "County".

6. Page 12, line 11. Delete the following two sentences: "If the appraisers so selected by the concessioner and the proposed purchaser are unable to agree upon the selection of the third, the Presiding Judge of the San Francisco Division of the United States District Court of California (or Division having jurisdiction) shall be requested to name the third appraiser. In the event of the inability or unwillingness of the Federal Judge to so appoint, the third appraiser shall be appointed by the Regional Director, Bureau of Reclamation."

7. Page 35, line 1. After the word "any" at the end of the line add "of its".

I, NEIL CRAWFORD, County Clerk of Solano County, and ex-officio Clerk of the Board of Supervisors of said County, do hereby certify that the above and foregoing Resolution was regularly introduced, passed and adopted by said Board at a regular meeting thereof held April 20, 1971, by the following vote:

AYES: SUPERVISORS Boyd Loy, Mazzoni, Godfrey, Church & Hopkins

NOES: SUPERVISORS none

ABSENT: SUPERVISORS none

WITNESS my hand and the Seal of said Board this 21 day of April, 1971.

NEIL CRAWFORD, Clerk

By Garland Cunningham
Deputy Clerk

4-06-200-5596A

RECEIVED
SOLANO COUNTY
AUG 23 1971
COUNTY ADMINISTRATOR

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Solano Project, California

MANAGEMENT AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND SOLANO COUNTY FOR THE DEVELOPMENT, ADMINISTRATION, OPERATION, AND MAINTENANCE OF RECREATION AND OTHER PURPOSES AT LAKE SOLANO

Table of Contents

Article No.	Title	Page No.
	Preamble	1
1	Term of Agreement	2
2	Termination	2
3	Transfer of Responsibility	2-3
4	Reclamation Use Paramount	3
5	Reclamation Zone	3-4
6	Adjustment to Land Areas Shown on Exhibit "A"	4
7	Variation in Water Level	4
8	Pollution Control	5
9	Soil and Water Conservation	5
10	Reservations	6
11	Use of Reservoir Water by the County	7
12	Reservoir Area Management Plan	7-9
13	Third Party Contracts, Licenses, and Permits	9-11
14	Termination of the County's Interest	11
15	Transfer of Concessioner's Interest	11-13
16	Fees and Charges	13
17	Use of Revenues	14-15
18	Examination of Records	15
19	Facility Development and Cost Sharing	15-22
20	Liability of Contractors, Licensees and Permittees	22
21	Title to Land, Improvements and Restoration	22-23
22	Review of Administration	23
23	Equal Opportunity	23-28
24	Certification of Nonsegregated Facilities	28-30
25	Contract Work Hours Standards Act	30-32
26	Construction Materials and Mining	32-33
27	Risk - Damages	33
28	Notices	34
29	Contingent on Appropriation or Allotment of Funds	34-35
30	Officials or Employees Not to Benefit	35
	Signature Page	36

14-06-200-5596A

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Solano Project, California

MANAGEMENT AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND SOLANO COUNTY FOR THE DEVELOPMENT, ADMINISTRATION OPERATION, AND MAINTENANCE OF RECREATION AND OTHER PURPOSES AT LAKE SOLANO

THIS AGREEMENT, made as of this 17 day of December, 1970, in accordance with the Act of Congress of June 17, 1902 (32 Stat. 388) and acts amendatory thereof and supplementary thereto, collectively known and referred to as Federal reclamation laws, and the Federal Water Project Recreation Act of July 9, 1965, Public Law 89-72 (79 Stat. 213), by and between THE UNITED STATES OF AMERICA, acting by and through its Department of the Interior, hereinafter styled the United States, represented by the officer executing this instrument on its behalf, which officer, his successor and his duly authorized representative are hereinafter severally called the Contracting Officer, and SOLANO COUNTY, acting through the Chairman of the Board of Supervisors, hereinafter styled the County.

WITNESSETH THAT:

WHEREAS, the United States and the County desire to provide for public outdoor recreation facilities on Project lands and water areas at Lake Solano and for effective administration of recreation in the reservoir area:

NOW, THEREFORE, it is agreed as follows:

TERM OF AGREEMENT

1. The term of this agreement shall continue for a period of fifty (50) years from the date hereof unless sooner terminated as provided in Article 2 hereof.

TERMINATION

2. This agreement shall terminate and all rights of the County hereunder, except as hereinafter provided, shall cease:

(a) Upon the failure of the County or its contractors, licensees, or permittees to observe the requirements of this agreement, the Contracting Officer shall give written notice to the County of the default or violation. Unless the County corrects such default or violation to the satisfaction of the Contracting Officer, or initiates reasonable action to correct such default or violation, within ninety (90) days after receipt of such written notice, this agreement may be terminated by the United States. If this agreement is terminated, the County shall be so notified in writing.

(b) Upon mutual agreement of the parties hereto.

TRANSFER OF RESPONSIBILITY

3. Subject to the terms, conditions, limitations, exceptions and reservations contained in this agreement, the United States hereby transfers to the County, and the County hereby accepts responsibility

Articles 1, 2 & 3 . . .

for the development, construction, administration, operation and maintenance, of public recreation, recreation facilities within the Lake Solano recreation area, including the water surface thereof, excluding the Reclamation Zone however, all as shown on Drawing No. 413-208-628, attached hereto and hereinafter referred to as Exhibit "A" of this agreement, and by this reference incorporated herein.

RECLAMATION USE PARAMOUNT

4. The rights of the County under this agreement are subordinate to the rights of the United States relating to the use of the lands and water areas shown on said Exhibit "A" for water regulation and other project purposes, pursuant to Federal reclamation law. Public use of premises may be restricted whenever the Contracting Officer determines that such restriction is necessary in the interest of Project operations, public safety or national security.

RECLAMATION ZONE

5. The United States retains jurisdiction over the areas hatchured and designated on Exhibit "A" as the Reclamation Zone. Jurisdiction is retained for the purposes of Project operation and maintenance, but such operation and maintenance shall not preclude use of the Reclamation Zone pursuant to the terms of this agreement when and if such use is specifically approved by the Contracting Officer: Provided, That the Reclamation Zone may be closed to use

by the public without notice whenever the Contracting Officer determines such closure to be necessary; and Provided further, That upon written notice by the Contracting Officer to the County, the boundaries of the Reclamation Zone may be revised by the United States.

ADJUSTMENT TO LAND AREAS SHOWN ON EXHIBIT "A"

6. If future needs arise which the United States determines will require changes in land use within the area administered by the County, the County will be consulted and full consideration will be given to means of minimizing any resulting adverse effects relating to the County's responsibilities for recreational development and management of the reservoir.

VARIATION IN WATER LEVEL

7. Lake Solano was constructed and is operated primarily for irrigation and domestic, municipal, and industrial water supply purposes. The fulfillment of these purposes will require that the level of the reservoir be fluctuated to meet use demand, and the United States reserves the right to vary the water level to the extent deemed necessary or desirable for the purposes of Project operation. Over the years the water level may fluctuate between a minimum of about one hundred fifteen (115) and a maximum of about one hundred thirty-two (132) feet mean sea level.

POLLUTION CONTROL

8. The County will comply fully with all applicable Federal laws, orders, and regulations and the laws of the State of California, all as administered by appropriate authorities, concerning the pollution of air, streams, reservoirs, ground water, or watercourses with respect to thermal pollution or the discharge of refuse, garbage, sewage effluent, industrial waste, oil, mine tailings, mineral salts, or other pollutants. The County further agrees that third party contracts it may enter into, or permits or licenses it may issue shall contain a similar pollution control article.

SOIL AND WATER CONSERVATION

9. To prevent siltation and for protection of the water in the reservoir and desirable vegetative cover of the Lake Solano Recreation area, the County shall be responsible for erosion control, control of noxious weeds detrimental to agriculture and other watershed management practices and shall include suitable provisions for such control in all licenses and permits issued and contracts entered into hereafter, including such provisions as are required by the United States. The County shall not use any pesticides, the use of which is prohibited by the Secretary of the Interior. Pesticides, the use of which is restricted by the Secretary, may be used only when prior approval of the Secretary or his authorized representative has been obtained.

RESERVATIONS

10. The privileges herein granted to the County are subject to:

(a) Existing rights, privileges, or interests in the lands shown on Exhibit "A" to which the title of the United States may be subject, and the County agrees not to interfere with such rights, privileges, or interests. The United States will furnish to the County a record of all existing authorizations to use the land within the area covered by this agreement.

(b) Existing easements and rights-of-way, and easements or rights-of-way which may be acquired from the United States for highway, railroad, irrigation works, or any other purposes.

(c) The right of properly authorized officers, assignees, agents, employees, licensees, permittees, and lessees of the United States to enter upon the lands described herein without charge for the purpose of enforcing, protecting, and exercising the rights reserved to the United States and protecting the rights vested in those not party to this agreement.

(d) The terms and conditions of "Lease Agreement Between the United States and Jack Fay for Recreation Use at Lake Solano" United States Contract No. 14-06-200-3944A executed July 25, 1968.

USE OF RESERVOIR WATER BY THE COUNTY

11. The County may divert water, subject to its availability, from Lake Solano supplies, without cost, as necessary for the operation of the on-land recreational facilities within the area covered by this agreement: Provided, That such use shall not exceed one hundred (100) acre-feet each year. Upon request by the County and approval of the United States, that quantity may be increased. Reports of the total water used each year shall be furnished to the United States on or before the following February 1. The United States does not warrant the quality of water herein permitted to be diverted as to its suitability either for domestic purposes or for human consumption, and the County shall provide or require its licensees, permittees and concessioners to provide and use suitable treatment facilities to insure that only wholesome and sanitary water is furnished to the public.

RESERVOIR AREA MANAGEMENT PLAN

12. (a) In the administration and development of Lake Solano Reservoir area, the County shall follow a Reservoir Area Management Plan to be prepared by the United States in consultation with the County. Parties acting under authority granted by the County shall be required by appropriate provision

in the authorizing document to comply with the requirements of said Plan. The Plan shall include a Recreation Section (General Recreation Development Plan) to be prepared by the County and approved by the United States. The Reservoir Area Management Plan shall specify:

(1) Sites and locations of the County's maintenance facilities;

(2) Sites and location of public use facilities;

(3) A program of planned development of the area and construction of major facilities.

(4) A statement of policies, practices, and procedures to be followed in the management of the area;

(5) A schedule of fees and charges and public use regulations;

(6) Planting plans, agricultural policies, and policy regarding use of reservoir water;

(7) Forms of instruments to be issued by the County to others, and a list of reports to be made;

(8) References to local and State laws affecting reservoir area management with respect to water and air pollution, sanitation, fire protection, soil and moisture conservation, control of boating, and the regulation of trailer occupancy;

(9) A list of existing interests referred to in Article 10, to which the County's privileges hereunder are subject.

(b) The Reservoir Area Management Plan shall be updated periodically as may be appropriate in the future to meet changing conditions.

(c) All developments shall be in accordance with the General Recreation Development Plan as it is updated or amended, and shall emphasize adequate facilities of satisfactory quality to accommodate the short-term recreation user, i.e., sightseeing, hiking, public water access and use of the reservoir for water associated recreation, picnicking and overnight and short-term vacation camping. For purposes of this agreement, a short-term user is defined as one who stays in the area fourteen (14) consecutive days or less

(d) Business enterprises or activities not provided for in the above mentioned plans shall not be permitted within the reservoir land or water areas.

THIRD PARTY CONTRACTS, LICENSES, AND PERMITS

13. (a) The County may issue and administer permits, licenses or concession contracts to persons or associations for the purpose of providing services and facilities for the use and convenience of the visiting public, in accordance with the current General Recreation Development Plan. All such contracts, licenses, and permits shall be

submitted to the Contracting Officer for review and approval on behalf of the United States before issuance. Such review shall be completed within 60 days. They shall make the rights and privileges thereunder subject to all terms, conditions, exceptions and reservations in this agreement, shall recognize the right of paramount use by the United States of the lands and water areas for purposes of the Solano Project, and include releases and indemnification to and for the United States, its officers, agents, employees, contractors and assigns, for and on account of the construction and operation and maintenance of Project works.

(b) No contract, license, or permit entered into or granted by the County shall purport to transfer or convey an interest in the land, and the right given to the County to enter into such contracts, licenses, and permits shall not be construed as a right to grant or convey interests in land. No assignment or transfer of a license, permit or contract, or interest therein, whether as security or otherwise, shall be effective until such assignment or transfer has been approved by the County and the United States. Such review shall be completed within 60 days.

The term of a license, permit, or contract shall not extend beyond the duration of this agreement. The rights granted to the County herein shall not include authority to grant easements or licenses for public utility or road rights of way, which upon request and approval of necessary plans therefor will be granted by the United States.

TERMINATION OF THE COUNTY'S INTEREST

14. In the event this agreement is terminated, the licensees, permittees, and contractors of the County shall be permitted to continue their operations under the terms of their respective agreements under the supervision of the Contracting Officer. Immediately after such termination, the County shall pay to the United States the unearned pro rata portion of any fees or rents paid to the County.

TRANSFER OF CONCESSIONER'S INTEREST

15. If for any reason a concessioner shall cease to be authorized to conduct the operations provided for in his concession contract, such operations are to be conducted by a successor, then:

(a) The concessioner shall be afforded a reasonable time to sell his interest in any structure, facility, and other improvement on the premises to a successor who is approved in writing by the United States and by the County.

(b) Said successor, as a condition to the granting of a permit or contract to conduct such operations shall be required to purchase such interest from the concessioner and pay the concessioner an amount equal to the value of his interest in such structure, facility or improvement, determined upon the basis of replacement cost less depreciation as evidenced by its condition and prospective serviceability in comparison with a unit of like kind, but not to exceed fair market value. If the concessioner and the proposed purchaser cannot agree upon the value of any item or items, its value will be determined by the majority vote of a board of three appraisers selected as follows: The concessioner and the proposed purchaser shall each name one member of such board, and the County shall select the third member. All compensation and expenses of the board shall be shared and paid equally by the concessioner and the proposed purchaser. Before reaching its decision, the board shall give each of the parties a full and fair opportunity to be heard on the matters in dispute.

(c) In the event that title to facilities constructed hereunder is not transferred to a successor approved by the United States as provided for in subarticle (a) above, then title to such facilities shall vest in the United States.

FEES AND CHARGES

16. The County may levy entry and user fees. It may permit its authorized licensees, permittees, and concessioners to make charges for entry to and use of picnic and campsites and other specific facilities and charge for services and/or sale of products and goods. Prices charged for services and sale of products and goods shall not exceed those charged for similar services, products or goods in comparable areas, and the County shall approve such service fees and product and goods prices before they are placed in effect. Entry and user fees levied by the County or its concessioners, licensees and permittees shall be submitted with justification to the Contracting Officer sixty (60) days in advance of being placed in effect. Failure of the United States to object or require additional justification within the 60-day period shall be deemed as approval of the charges. Fees and charges will be approved by the United States when shown to be comparable with fees and charges for comparable services or facilities assessed at other public recreation areas.

USE OF REVENUES

17. (a) Revenue as referred to in this article shall mean all revenue received from licenses, permits, or contracts which the County is authorized to issue or administer, and receipts from entry and user fees and charges within the reservoir area. The County shall account for all revenue and expenditures. Revenue may be expended to cover annual operation, maintenance and replacement costs associated with management of the reservoir area (including a proper allocation for the general administrative overhead of the County applicable to Lake Solano recreation area); annual revenue in excess of operation, maintenance and replacement costs in any one year shall be used for funding additional development and construction in accordance with the General Recreation Development Plan. Upon termination of this agreement any revenue not expended for such purposes shall be remitted to the United States as provided in Article 15 hereof.

(b) The County shall maintain such accounting records as are necessary to satisfy the requirements of this agreement, and shall furnish to the Contracting Officer each year, not later than ninety (90) days following the close of the County's fiscal year, which extends from the 1st day of July to the 30th day of June, a report of all receipts and revenues received, expenditures for operation, maintenance, replacement, construction and development of

Article 17(a) & (b) . . .

facilities and transfers to, and expenditures from, the facility development fund for Lake Solano. In the event that the Contracting Officer does not approve an item, or items, of expenses, the County in consultation with the Contracting Officer, shall make such adjustments as may be deemed necessary to conform to the intent of this agreement.

(c) Each year, not later than January 15, the County shall furnish to the Contracting Officer a record of visitation and use by the public for the previous calendar year on forms to be supplied by the Contracting Officer.

EXAMINATION OF RECORDS

18. The Comptroller General of the United States or any of his duly authorized representatives or the Secretary of the Interior or his duly authorized representatives shall have access to and the right to examine any directly pertinent books, documents, papers, and records of the County, its concessioners, contractors, licensees, or permittees involving transactions related to this agreement.

FACILITY DEVELOPMENT AND COST SHARING

19. The United States and the County intend to develop public outdoor recreation and wildlife facilities at Lake Solano and share the costs on a fifty-fifty (50-50) matching basis in accordance with this agreement. The financial contribution of the United States

shall be limited as set forth in subparagraph (i) of this article. Site planning, recreation and fish and wildlife facility construction and land acquisition will be accomplished on a mutually agreeable incremental basis as user demands require and/or as fund availability will permit. All development shall be in accordance with the approved updated General Recreation Development Plan. Each increment of development may be accomplished by the United States and/or the County on the basis of mutually agreeable plans. The following will govern sharing costs and transferring of funds from the United States to the County:

(a) Costs to be shared as provided in this article shall include:

(1) Payments made to contractors and force account costs for performance of construction work including contractor's retentions.

(2) Surveys, exploration, designs, preparation, and review of plans and specifications in support of the construction of the facilities, the supervision and inspection of construction work, and other administrative expenses attributable to the planning and construction work.

(3) Cost of road and utility replacement and other relocations specifically required for installation or construction of the facilities.

(4) Indirect costs distributed in the customary manner of the agency which incurred such costs. The County's indirect costs shall be limited to overhead that is related to the direct work. The United States indirect costs will be determined in accordance with the "Manual of Reclamation Instructions" and the Region 2 supplement as they or either of them may be amended or superseded.

(5) Other reasonable costs actually incurred in the design and construction of the facilities, including the payment of claims directly related to the construction work.

(6) Inspection of the facilities upon completion of construction to determine their suitability for transfer from construction status to the County for administration, operation, and maintenance.

(7) Costs incurred in acquiring title to lands and interests in lands which are acquired specifically for recreation or fish and wildlife purposes including condemnation court deposits and legal, appraisal, and other administrative expenses directly attributable to such acquisition work.

(b) Expenditures made by either the County or the United States for facilities not included in the General Recreation Development plan are specifically excluded from cost sharing under this agreement.

(c) The United States will advance to the County sums of money on a monthly basis as can be economically and beneficially expended by the County in carrying out the approved facility development program after the County submits the following to the Contracting Officer:

(1) A master work schedule, by fiscal year showing the estimated cost of the entire work proposed to be undertaken, initiated, or contracted for by the County for the entire cost-sharing program;

(2) A quarterly cost statement not less than fifteen (15) days prior to the beginning of each quarter, detailing the estimated cost (both United States and County costs) of the portion of the work proposed to be undertaken, initiated, or contracted for throughout the cost-sharing increment;

(3) A monthly progress report to be received not later than the 15th day of each month, fully describing the status, progress and cost of work performed by the County or for which costs have been incurred or funds obligated by the County pursuant to this agreement to the end of the preceding month. Said reports shall be prepared in such form and in such manner as the Contracting Officer may from time to time prescribe; and

(4) A letter request each month showing the next month's proposed expenditure (adjustments for under or over financing based on the actual monthly expenditures will be adjusted on the following monthly request for funds). In the event the funds advanced by the United States are expended before the end of the month, additional funds, not exceeding limitations of this agreement may be made available by the Contracting Officer. The Contracting Officer at his election may withhold any advance of funds contemplated by this article at any time when, in his opinion, the County is in default or delinquent with respect to performance of any of the terms or conditions of this agreement.

(d) Funds advanced by the United States shall be used for expenditures as described in subarticle (a) above: Provided, That said expenditures shall be limited to such costs as normally would be incurred by the United States if it were constructing the facilities or such other costs as reasonably may be incurred in the exercise of sound engineering, construction, and business practices. The determination of what costs are properly chargeable hereunder and the amount thereof shall be made conclusively by the Contracting Officer.

(e) The County shall prepare site plans for all recreation facilities and detailed construction specifications for water supply

and sewage disposal systems to be constructed under this agreement and shall submit them to the Contracting Officer sufficiently in advance of the proposed construction date for his approval. Said site plans shall be prepared in sufficient detail to show facility location and to permit an analysis of the development. The updated General Recreation Development Plan shall serve as a guide in preparing said plans and specifications. The Contracting Officer shall use due diligence in processing, checking, and approving plans and specifications submitted by the County. Approval, disapproval, or requirement for modification of plans and specifications by the Contracting Officer shall be transmitted to the County in writing within sixty (60) days of receipt.

(f) During the term of this agreement, the County shall keep an adequate set of records to substantiate costs that are shared by the United States. Separate accounts are to be maintained for these costs. Copies of invoices, purchase orders, and receiving reports shall be retained for audit purposes. Copies of time sheets shall be retained for support of force account labor. All books and records which support entries to the accounts shall be retained until destruction is permitted by the Contracting Officer. The County may contract with a recognized firm of certified public accountants to provide this service. No funds will be advanced by the

United States until arrangements for accounting service satisfactory to the Contracting Officer have been approved.

(g) All applicable costs incurred by the United States for surveys, investigations, contract negotiations, and in its performance or administration of this contract, including but not limited to the cost or proportionate part of the cost of salaries, travel, per diem, leave of employees, and legal, overhead, and general expense of the United States which are allocable to inspection and approval of work performed hereunder by the County or the inspection and auditing of accounts and records of the County relating to such work or the examination and approval of title to lands and interests in lands transferred to the United States, shall be charged against the United States share of the costs: Provided, however, That all such costs incurred by the United States shall be held to the minimum amount deemed necessary by the Contracting Officer for protection of the interests of the United States.

(h) The County may utilize in connection with construction pursuant to this contract such independent expert consulting services as the County may desire, and the reasonable cost of such services shall be considered to be a part of the cost of the work as set forth in this article.

(i) The United States shall in no event advance to the County an amount which, together with expenditures by the United States, shall be in excess of One Hundred Thousand Dollars ($100,000).

LIABILITY OF CONTRACTORS, LICENSEES AND PERMITTEES

20. The County shall require all contractors, permittees, and licensees to carry such public liability and property damage insurance as is customary among prudent operators of similar businesses under comparable circumstances.

TITLE TO LAND, IMPROVEMENTS AND RESTORATION

21. (a) Upon commencement of the term of the agreement, and from time to time thereafter, the County shall notify the Contracting Officer, in writing, of those structures and improvements installed or constructed by the County at its sole cost or expense and shall keep a current and accurate inventory of such structures and improvements installed or constructed solely at its own expense.

(b) For a period of ninety (90) days after termination of this agreement, or such longer period as may be determined by the United States to be reasonable, the County shall have the privilege of selling and/or removing structures on the premises installed or constructed by the County at its sole cost or expense, exclusive of those structures paid for or partially paid for from revenues collected under this agreement or from funds expended by the United

. . . Articles 19(i), 20 & 21(a) & (b) . . .

States. After the expiration of such period, the title to all remaining County-financed structures shall vest in the United States. The exercise of the privilege of removal of structures shall include the obligation to restore the land occupied by such structures to a condition determined to be satisfactory to the United States.

(c) The United States shall be vested with title to land and structures paid for or partially paid for from revenues collected under this agreement or from funds expended by or credited to the United States in carrying out the provisions of the Federal Water Project Recreation Act.

REVIEW OF ADMINISTRATION

22. Upon request of either the United States or the County, the parties hereto will review the administration, operations, and development of the Lake Solano recreation area under this agreement. The United States may inspect the area at any time and consult with the County concerning development, operation, and land use.

EQUAL OPPORTUNITY

23. (a) The County hereby agrees to incorporate, or cause to be incorporated, into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor at 41 CRF, Chapter 60, which is paid for, in

whole or in part, with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to grant, contract, loan, insurance, or guarantee, or understanding pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following Equal Opportunity (Federally Assisted Construction) clause:

EQUAL OPPORTUNITY (FEDERALLY ASSISTED CONSTRUCTION)

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this Equal Opportunity (Federally Assisted Construction) clause.

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

(3) The Contractor will send to each labor unior or representative of workers, with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

(5) The Contractor will furnish all information and reports required by Executive Order No. 11246 and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Contracting Officer and the

Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the Equal Opportunity (Federally Assisted Construction) clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts of Federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 and such other sanctions may be imposed and remedies invoked as provided in said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as provided by law.

(7) The Contractor will include this Equal Opportunity (Federally Assisted Construction) clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Contracting Officer may direct as a means of enforcing such provisions, including

sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Contracting Officer, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

(b) The County further agrees that it will be bound by the above Equal Opportunity (Federally Assisted Construction) clause with respect to its own employment practices when it participates in federally assisted construction work.

(c) The County agrees that it will assist and cooperate actively with the Contracting Officer and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the Equal Opportunity (Federally Assisted Construction) clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the Contracting Officer and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the Contracting Officer in the discharge of his primary responsibility for securing compliance.

(d) The County further agrees that it will refrain from entering into any contract or contract modification subject to

Executive Order No. 11246 of September 24, 1965, as amended, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the Equal Opportunity (Federally Assisted Construction) clause as may be imposed on contractors and subcontractors by the Contracting Officer or the Secretary of Labor pursuant to Part II, Subpart D, of the Executive Order. In addition, if the County fails or refuses to comply with these undertakings the Contracting Officer may take any or all of the following actions: Cancel, terminate, or suspend, in whole or in part, this agreement; refrain from extending any further assistance to the County under the program with respect to which its failure or refusal occurred until satisfactory assurance of future compliance has been received from such County; and refer the case to the Department of Justice for appropriate legal proceedings.

CERTIFICATION OF NONSEGREGATED FACILITIES

24. The County certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The County certifies further that it will not maintain

or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. The County agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The County agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding ten thousand dollars ($10,000) which are not exempt from the provisions of the Equal Opportunity clause, and that it will retain such certification in its files, and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS
OF REQUIREMENT FOR CERTIFICATIONS
OF NONSEGREGATED FACILITIES

A certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding $10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

CONTRACT WORK HOURS STANDARDS ACT

25. The County agrees to insert the following in all contracts relating to the construction, operation, or maintenance of recreational facilities as set forth in the Plan referred to in Article 12.

"This contract, to the extent that it is of a character specified in the Contract Work Hours Standards Act (40 U.S.C. 327-330), is subject to the following provisions and to all other applicable provisions and exceptions of such Act and the regulations of the Secretary of Labor thereunder.

"(a) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work

which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in such workweek on work subject to the provisions of Contract Work Hours Standards Act unless such laborer or mechanic received compensation at a rate not less than one and one-half (1-1/2) times his basic rate of pay for all such hours worked in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in such workweek, whichever is the greater number of overtime hours.

"(b) Violation, liability for unpaid wages, liquidated damages. In the event of any violation of the provisions of paragraph (a), the contractor and any subcontractor responsible therefor shall be liable to any affected employee for his unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph (a) in the sum of $10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of eight (8)

hours or in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by paragraph (a).

"(c) Withholding for unpaid wages and liquidated damages. The contracting officer may withhold from the Government prime contractor, from any monies payable on account of work performed by the contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions of paragraph (b).

"(d) Subcontracts. The contractor shall insert paragraphs (a) through (d) of this clause in all subcontracts, and shall require their inclusion in all subcontracts of any tier.

"(e) Records. The contractor shall maintain payroll records containing the information specified in 29 CFR 516.2(a). Such records shall be preserved for three (3) years from the completion of the contract."

CONSTRUCTION MATERIALS AND MINING

26. There is reserved to the United States, its agents, contractors, lessees, or permittees, the right to remove from the

Lake Solano recreation area any and all materials necessary for the construction, operation, and maintenance of Solano Project works and facilities. There is also reserved to the United States, its contractors, agents, lessees, and permittees, the right to prospect for, extract and carry on the development for oil, gas, coal, and other minerals, and the right to issue leases or permits to prospect for oil, gas, or other minerals on said lands under the Act of February 25, 1920 (41 Stat. 437) and acts amendatory thereof or supplementary thereto, and the Act of August 7, 1947 (61 Stat. 913). The County will be consulted and the United States will give full consideration to the County's interest concerning any proposal, prior to the exercise of the above rights.

RISK - DAMAGES

27. Insofar as the County is legally authorized to do so, it shall hold the United States harmless from, and the United States assumes no responsibility for, damage to property or injuries to or death of any person, or persons, which may arise from or be incident to the operation of the reservoir, or the construction, operation, maintenance or use of Project facilities or the development, administration, use, or maintenance of the recreation area by or under authority of the County.

NOTICES

28. (a) Any notice, demand, or request required or authorized by this agreement to be given or made to or upon the United States shall be deemed properly given or made if delivered by mail, postage-prepaid, to the Regional Director, Region 2, Bureau of Reclamation, 2800 Cottage Way, Sacramento, California 95825.

(b) Any notice, demand, or request required or authorized by this agreement to be given or made to or upon the County shall be properly given or made if delivered by mail, postage-prepaid, or franked envelope, to the Chairman, Board of Supervisors, County of Solano, Fairfield, California 94533.

(c) The designation of the person to or upon whom any notice, demand, or request is to be given or made, or the address of any such person, may be changed at any time by notice given in the same manner as provided in this section for other notices.

CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

29. The expenditure or advance of any money or the performance of any work by the United States hereunder which may require appropriation of money by the Congress or the allotment of funds shall be contingent upon such appropriation or allotment being made. The failure of the Congress to appropriate funds or the absence

of any allotment of funds shall not relieve the County from any of its obligations then accrued under this contract and no liability shall accrue to the United States in case such funds are not appropriated or allotted. The Contracting Officer will notify the County in writing of the date when appropriated funds are available and allotted, and the amount thereof, to initiate the Project and work by the United States relating thereto which is provided for in this contract. The Contracting Officer also shall notify the County from time to time as additional funds become available and are allotted for performance of any of the provisions of this contract.

OFFICIALS OR EMPLOYEES NOT TO BENEFIT

30. No Member of or Delegate to Congress or Resident Commissioner, and no officer, agent or employee of the Department of the Interior, or official or employee of the County shall be admitted to any share or part of this agreement or to any benefit that may arise herefrom but this restriction shall not be construed to extend to this agreement if made with a company or corporation for its general benefit.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first above written.

THE UNITED STATES OF AMERICA

By H. E. Horton
Acting Regional Director, Region 2
Bureau of Reclamation

Rita Singer
Appd. Sol. Off.

COUNTY OF SOLANO

By Wallace L. Broughton
Chairman, Board of Supervisors

Attest:

Ellen Starmer
County Clerk & Board of Supervisors

In the Board of Supervisors, County of Solano
State of California

IN THE MATTER OF

BOARD ENTERS JOINTS POWERS AGREEMENT WITH YOLO COUNTY PERTAINING TO THE OPERATION OF THE LAKE SOLANO PARK PROJECT

Extract of the meeting of November 16 19 71

Upon motion of Supervisor Church, seconded by Supervisor Scofield, all members present voting AYE, the Board of Supervisors of Solano County agreed to enter into a Joint Powers Agreement with Yolo County which enables Solano County to assume the responsibilities of the operation and maintenance of the Lake Solano Project; the agreement to run concurrently with and be subject to the terms and conditions of the Lake Solano Project Management Agreement between Solano County and the United States Bureau of Reclamation. The Chairman of the Board was authorized to execute the agreement.

I, NEIL CRAWFORD, County Clerk of the County of Solano, and ex-officio clerk of the Board of Supervisors in and for said County, do hereby certify the within and aforesaid to be a full, true and correct copy of an order made and entered on the minutes of said board.

Witness my hand and Seal of said Board this

16 day November 19 71

NEIL CRAWFORD, County Clerk

By _____

Deputy Clerk

4. The establishment of parking restrictions and the enforcement thereof, along Pleasants Valley Road and the federal land adjacent thereto, shall be the responsibility of Solano County.

5. Trash and garbage removal within the entire Lake Solano Park Project shall be the responsibility of Solano County.

6. The term of this agreement shall run concurrent with and subject to the terms and conditions of the Lake Solano Park Project Management Agreement between Solano County and United States (Bureau of Reclamation).

DATED: November 16, 1971.

COUNTY OF SOLANO

BY _____
WALLACE L. BRAZELTON, Chairman
Board of Supervisors

COUNTY OF YOLO

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

In the Board of Supervisors, County of Solano
State of California

IN THE MATTER OF

ORDER RE ENTERING INTO MANAGEMENT AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND SOLANO COUNTY FOR THE DEVELOPMENT, ADMINISTRATION, OPERATION, AND MAINTENANCE OF RECREATION AND OTHER PURPOSES AT LAKE SOLANO

Extract of the meeting of November 16, 1971

Parks Director Dean Kastens submitted to the Board for its consideration an agreement between the United States of America and the County of Solano by which the County of Solano receives from and accepts the responsibility for the development, construction, administration, operation and maintenance of public recreation, recreation facilities within the Lake Solano Recreation area, including the water surfaces thereof, excluding the reclamation zone, for a period of 50 years from the date hereof unless sooner terminated for reasons set forth within the agreement.

It was moved by Supervisor Church, seconded by Supervisor Scofield, all members present voting AYE, (Supervisor Mazzoni, absent) that the Chairman of the Board be and is authorized to execute the agreement on behalf of the County of Solano for the operation, development, etc. of Lake Solano Recreational area.

So ordered.

I, NEIL CRAWFORD, County Clerk of the County of Solano, and ex-officio clerk of the Board of Supervisors in and for said County, do hereby certify the within and aforesaid to be a full, true and correct copy of an order made and entered on the minutes of said board.

Witness my hand and Seal of said Board this 16 day November 19 71

NEIL CRAWFORD, County Clerk

By Eva [illegible]