



### **SAMPLE of OWNER/MANAGEMENT AUTHORITY DOCUMENTATION**

To demonstrate to Division of Boating and Waterways (DBW) that the applicant owns or manages the water in a reservoir, per HNC Section 676.1 and FGC 2302:

- Applicants must not only provide the documentation, but also must highlight the pertinent sections that describe management/ownership.
- Ownership/management must not be expired. If it will be expired before the two year grant term expires, then the applicant must explain the likelihood of the agreement for ownership/management being extended, and when the revised agreement will be available.
- Documentation must provide information and/or cross referenced information that names the reservoir(s) in the application and ties that back to the name of the applicant.
- The names of the agency, the reservoir, and permit or reference numbers must be easily deciphered. A cross reference index can be provided for review.
- If the name of the agency has changed, then provide official documentation showing the name change.
- Examples of acceptable documentation:
  - Current lease agreement with the owner, if applicable
  - CA State Water Resource Control Board (SWRCB) Water Right permit or license
  - Federal Energy Regulatory Commission license
  - Official Jurisdiction of Dams documentation from the CA Department of Water Resources' Division of Safety of Dams (this implies to DBW that the owner of the dam, also owns the water behind it)
  - Supplemental Statement to the SWRCB (filing annual statement of diversion and use), which is a pre-1914 claim of a grandfathered right. This provides the statement #, the date, and purpose of the reservoir.
- Provide cross reference information if more than one reservoir is included.

The following owner/management information will be collected in/uploaded into the On-Line Grant Application (OLGA) system. The following sample is provided as an example:

**Sample Applicant:** Solano County Water Agency

**Sample Reservoir:** Lake Berryessa



**The application in OLGA requests:**

**Describe management authority and the party that delegated the authority:**

Lake Berryessa is owned by the US Bureau of Reclamation (USBR) as part of the Solano Project. The Solano Project includes Monticello Dam (which forms Lake Berryessa) Putah Diversion Dam (which forms Lake Solano), the Putah South Canal, and Terminal Reservoir. USBR has transferred all operations and maintenance of the Solano Project to the Solano County Water Agency (SCWA). The most recent transfer agreement was executed on June 2, 1999 between USBR and SCWA, and is valid for 25 years (2024).

**Provide the document(s) that state(s) your management/ownership authority:**

USBR SCWA Operations and Maintenance Agreement: See following pages for a sample contract. (This will be uploaded by Applicant in OLGA.)

**Location of the owner/manager authority language within the document(s):**

Page 4-5 of the Agreement defines the "Project" (i.e. Solano Project including Lake Berryessa) and page 8-9 contains the contract language delegating Operation and Maintenance to the Solano County Water Agency.

**Example of Acceptable Authority Documentation:**

(See following pages for the example Authority Documentation)

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

CONTRACT BETWEEN THE UNITED STATES  
AND THE SOLANO COUNTY WATER AGENCY  
FOR  
OPERATION AND MAINTENANCE OF SOLANO PROJECT WORKS

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

CONTRACT BETWEEN THE UNITED STATES  
AND THE SOLANO COUNTY WATER AGENCY  
FOR  
OPERATION AND MAINTENANCE OF SOLANO PROJECT WORKS

THIS CONTRACT, made this 2<sup>nd</sup> day of June 1999 in

pursuance generally of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory or supplementary thereto, including, but not limited to, Section 5 of the Act of August 13, 1914 (38 Stat. 687); all collectively hereinafter referred to as the Federal Reclamation law, among THE UNITED STATES OF AMERICA, hereinafter referred to as the United States and the SOLANO COUNTY WATER AGENCY, hereinafter referred to as the Agency; the Agency being a public entity of the State of California, duly organized, existing, and acting pursuant to the laws thereof, with its principal place of business in Solano County, California;

WITNESSETH, That:

EXPLANATORY RECITALS

WHEREAS, the United States constructed and is responsible for the operation of the Solano Project, California, including Monticello Dam and Lake Berryessa, Putah Diversion Dam and Lake Solano, and the Putah South Canal, for storage, diversion, carriage, distribution and beneficial use of the waters of Putah Creek and its tributaries for agricultural, municipal, domestic, and other purposes; and,

1           WHEREAS, the Agency, formerly the Solano County Flood Control and Water  
2 Conservation District, entered into Contract No. 14-06-200-4090 with the United States, which  
3 contract has subsequently been amended, for a water supply from Lake Berryessa for agricultural  
4 and municipal and industrial uses within Solano County; and

5           WHEREAS, Contract No. 14-06-200-4090 also transferred to the Agency the  
6 responsibility for operation, maintenance, and replacement (OM&R) of the Putah South Canal  
7 upon completion of construction of the Solano Project; and

8           WHEREAS, the Agency and Reclamation have negotiated a renewal contract to  
9 replace Contract No. 14-06-200-4090, which will be executed before March 1, 1999; and

10           WHEREAS, since May 1, 1959, the Solano Irrigation District (District), a  
11 participating agency with the Agency has been performing the OM&R of Putah South Canal  
12 pursuant to a contract with the Agency, which contract expires on February 28, 1999, and will be  
13 renewed and expanded to delegate all OM&R of all Project Works Transferred for Operations  
14 and Maintenance as authorized by this contract; and

15           WHEREAS, the District has been responsible for OM&R of certain additional  
16 Project works since March 1981, pursuant to Contract No. 7-07-20-X0347 with the United  
17 States; and

18           WHEREAS, the Solano Project headquarters complex consisting of two houses  
19 and a combination office, and equipment storage building was transferred to the District pursuant  
20 to Contract No. 1-07-20-X1088 to facilitate the OM&R by the District of the facilities proposed  
21 to be transferred herein and said contract remains in full force and effect; and



1 and all costs associated with all environmental requirements necessary to administer this  
2 contract and provide for the continuation of OM&R as intended herein;

3 (b) "Agency" shall mean Solano County Water Agency , organized under  
4 special legislation of the State of California.

5 (c) "Calendar Year" shall mean the period from January 1 through the  
6 following December 31, both dates inclusive.

7 (d) "Fiscal Year" shall mean the period from and including the first day of July  
8 of each calendar year through and including the last day of June of the following calendar  
9 year.

10 (e) "Hazardous Material" shall mean any substance, pollutant, or contaminant  
11 listed as hazardous under the Comprehensive Environmental Response, Compensation,  
12 and Liability Act of 1980, (42 U.S.C. 9601, et seq.), as amended, and the regulations  
13 promulgated pursuant to that Act.

14 (f) "Operation, Maintenance, and Replacement" or "OM&R" shall mean the  
15 complete operation and maintenance of the Project Works Transferred for Operations  
16 and Maintenance (as defined below), including such repairs and replacements as normally  
17 considered part of annual OM&R functions, and shall include the performance of  
18 emergency or unusual OM&R of extraordinary repair or replacement costs, and  
19 betterment costs.

20 (g) "Project" shall mean the Solano Project constructed by the United States  
21 and consisting of Monticello Dam and Lake Berryessa, Putah Diversion Dam and Lake

1 Solano, the Putah South Canal, the headworks of the Putah South Canal, and Parshall  
2 Flume at Milepost 0.18 of the Putah South Canal.

3 (h) "Non-Project water" shall mean water other than water conveyed or  
4 delivered pursuant to the Water Delivery Contract (as that term is defined below) which  
5 the United States has a legal or contractual obligation to store, convey or and/or deliver  
6 through the Project Works Transferred for Operations and Maintenance. Non-Project  
7 water includes, without limitation, water to be stored in or conveyed through the Project  
8 Works Transferred for Operations and Maintenance (1) pursuant to contracts authorized  
9 under the Warren Act (43 USC 523, et seq.), as may be amended or supplemented; (2)  
10 under any other storage/wheeling or conveyance agreements which may now or in the  
11 future be binding on the Secretary (as that term is defined below); and (3) to satisfy other  
12 legally imposed obligations of the Secretary.

13 (i) "Participating Agency" shall mean any county water district, reclamation  
14 district, irrigation district, water conservation district, municipality, flood control district,  
15 other public entity, city, or political subdivision of the state empowered by law to  
16 appropriate water and to deliver water to water users, the territory of which lies  
17 principally within Solano County, or any state agency, which Participating Agency enters  
18 into a contract with the Agency for (i) the repayment in whole or in part to the Agency or  
19 any other person, corporation, public agency, or the United States of any or all of the  
20 construction costs of the Project, (ii) the underwriting in whole or part of any or all of  
21 those construction costs, (iii) the repayment in whole or in part to the Agency or any  
22 other person, corporation, public agency, or the United States of any or all of the cost of



1 furnishing Project Water to the agency or the underwriting in whole or in part of the cost,  
2 or (iv) the payment in whole or in part for Project Water to be furnished or sold to that  
3 Participating Agency by the Agency or the United States.

4 (j) "Party Entitled To Utilize Or Receive Non-Project Water" shall mean the  
5 party required to pay the Agency the amounts described in Article 7 hereof for the  
6 storage, conveyance and/or delivery of Non-Project Water through the Project Works  
7 Transferred for Operations and Maintenance.

8 (k) "Project Works Transferred for Operations and Maintenance" shall mean  
9 Monticello Dam, Putah Diversion Dam, the headworks of the Putah South Canal, Putah  
10 South Canal, and the Parshall Flume located at Milepost 0.18 of the Putah South Canal  
11 and all Federal lands or real property immediately adjacent to the Project Works  
12 Transferred for Operations and Maintenance downstream of the log-boom across Lake  
13 Berryessa above Monticello Dam excluding the recreation area at the upper end of Lake  
14 Solano.

15 (l) "Secretary" or "Contracting Officer" shall mean the Secretary of the  
16 United States Department of the Interior or his/her duly authorized representative.

17 (m) "Water Delivery Contract" shall mean Contract No. 14-06-200-4090R, as  
18 that contract has been renewed and as it may be further amended or renewed during the  
19 term of this contract.

## 20 TERM OF CONTRACT

21 2. (a) This contract shall become effective March 1, 1999, and shall remain in  
22 effect through February 28, 2024, or immediately upon the expiration or termination of  
23 the Water Delivery Contract whichever occurs first.

1           (b)     The Contracting Officer may terminate this contract at any time before the  
2 expiration of its term whenever the Contracting Officer determines that the Agency is in  
3 substantial violation of this contract; Provided, that prior to the effective date of any such  
4 termination, the Contracting Officer shall notify the Agency in writing of the reason for  
5 the proposed termination, including with specificity, the purported deficiencies of the  
6 Agency in carrying out the terms and conditions of this contract. Such notice of  
7 purported deficiency shall be issued only after the designated representative of the  
8 Agency has met with the Contracting Officer to attempt in good faith and with the use of  
9 best efforts to resolve any dispute arising from the purported deficiency. It is in the intent  
10 of the parties that disputes be resolved pursuant to this Article 2(b) as expeditiously as is  
11 reasonably possible without the necessity of other relief at law or in equity. The Agency  
12 shall have at least ninety (90) days from the receipt of the written notice of said reasons  
13 for termination to correct all deficiencies referred to in said written notice; Provided, that  
14 in the event of a condition which threatens the safety or integrity of the Project Works  
15 Transferred for Operations and Maintenance, the Contracting Officer may specify a  
16 shorter notice period which the Contracting Officer determines to be appropriate under  
17 the circumstances. In the event the Agency does not correct all deficiencies referred to in  
18 said written notice within the applicable period, the Contracting Officer may thereafter  
19 terminate this contract upon thirty (30) days prior written notice to the Agency. Any  
20 termination pursuant to this Article shall be subject to the rights and obligations of the  
21 parties as more specifically set forth in this contract.  
22

1 (c) The Agency or the United States may at any time, upon giving  
2 twelve (12) months written notice, terminate this contract; Provided, that such  
3 termination shall not relieve the Agency of any of its duties, liabilities or  
4 obligations accruing from the effective date of this contract to the effective date of such  
5 termination.


6 (d) Upon any termination of this contract, the Agency shall transfer to the  
7 United States (1) title to all tools, vehicles, supplies, and equipment previously  
8 transferred to the Agency (to the extent still on hand) for the purposes of this contract, or  
9 purchased by the Agency to replace tools, vehicles, supplies, and equipment so  
10 transferred, and (2) any funds in its possession which were collected for, or allocated to,  
11 OM&R of the Project Works Transferred for Operations and Maintenance. All other  
12 funds and reserves in the Agency's possession, including without limitation all other  
13 funds collected for, or allocated to, the OM&R of the Project Works Transferred for  
14 Operations and Maintenance and the reserve funds established under Article 11 hereof  
15 shall be retained or distributed by the Agency in accordance with the direction of the  
16 Agency's board of directors.

17 TRANSFER OF OM&R

18 3. (a) Effective March 1, 1999, the Agency shall assume responsibility for the  
19 physical OM&R of the Project Works Transferred for Operations and Maintenance. The  
20 Agency is hereby granted the right to enter upon and into the Project Works Transferred  
21 for Operations and Maintenance. Title to the Project Works Transferred for Operations

1 and Maintenance shall remain with the United States unless and until the Congress of the  
2 United States provides otherwise.

3 (b) The Agency without expense to the United States shall OM&R the  
4 Project Works Transferred for Operations and Maintenance in such a manner as is  
5 necessary to meet all existing and future obligations of the Contracting Officer to convey  
6 Project and Non-Project water through the Project Works Transferred for Operations  
7 and Maintenance and in full compliance with the terms of this contract, applicable Federal  
8 laws, rules and regulations, applicable water rights permits and licenses issued for the  
9 Project by the State Water Resources Control Board, and the applicable Standing  
10 Operating Procedures (SOP). The Agency shall also OM&R the Project Works  
11 Transferred for Operations and Maintenance in such a manner that said Project Works  
12 Transferred for Operations and Maintenance will remain in good and efficient condition  
13 for the storage, diversion and carriage of water as on the effective date of the transfer,  
14 excepting normal deterioration and ordinary and reasonable wear; Provided, that the  
15 Agency and Contracting Officer agree that the inspections conducted on the regular  
16 schedule prior to execution of this contract are sufficient for their purposes, and that a  
17 letter from Reclamation dated February 25, 1999, documents the responsibilities of  
18 Reclamation for deferred maintenance for which the Agency will not be held responsible  
19 in the future. Any deviations from or changes to the SOP shall be approved in writing by  
20 the Contracting Officer.

21  (c) No substantial change shall be made by the Agency to any of the Project  
22 Works Transferred for Operations and Maintenance without first obtaining the written

1 consent of the Contracting Officer. The Contracting Officer's determination as to  
2 whether any change in any such Project Works Transferred for Operations and  
3 Maintenance is or is not substantial shall be made after consultation with the Agency and  
4 shall be conclusive and binding upon the parties hereto.

5 (d) The Contracting Officer shall at all times have access to the Project Works  
6 Transferred for Operations and Maintenance to observe their general condition and the  
7 Agency's OM&R thereof.

8 (e) In case of neglect or failure of the Agency to make repairs discovered  
9 during a visit pursuant to this Article or an examination pursuant to Article 10, the  
10 Contracting Officer may cause the repairs to be made, and the cost thereof shall be paid  
11 by the Agency as prescribed by the Contracting Officer.

12 (f) In the event the Agency is found to be operating the Project Works  
13 Transferred for Operations and Maintenance or any part thereof in violation of this  
14 contract, the Contracting Officer shall notify the Agency in writing of the violation and  
15 the Agency shall have sixty (60) days in which to provide the Contracting Officer a plan  
16 for correction of the violation which is satisfactory to the Contracting Officer. Should  
17 the Agency fail to provide such a plan which is deemed acceptable to the United States,  
18 the United States may take back from the Agency the OM&R of the Project Works  
19 Transferred for Operations and Maintenance by giving written notice to the Agency of  
20 the intention to do so and the effective date thereof. Thereafter, during the period of  
21 operation by the United States, the Agency shall make available to the Contracting  
22 Officer all the tools and equipment then being used for OM&R for the Project Works

1 Transferred for Operations and Maintenance and the Agency shall provide funds to the  
2 Contracting Office pursuant to Article 11(c). Upon determination of the Contracting  
3 Officer and acceptance by the Agency, the OM&R of the Project Works Transferred for  
4 Operations and Maintenance may be retransferred to the Agency by written notice. In  
5 conjunction with such retransfer, all tools and equipment and any unused balance from  
6 funds advanced by the Agency will be returned to the Agency.


7 (g) Termination of this contract by the Contracting Officer shall not relieve  
8 the Agency of any of its duties, liabilities, or obligations accruing from the effective date  
9 of this Agreement to the effective date of such termination.

10 EMERGENCY ACTION PLANS AND NOTIFICATIONS

11 4. (a) The Agency shall prepare such emergency action plans for the Project  
12 Works Transferred for Operations and Maintenance as are required by governmental  
13 agencies with jurisdiction over the Agency's operations. The Agency shall furnish copies  
14 of any such plans to the Contracting Officer.

15 (b) In addition to implementing Article 4 (a) hereof, the Agency shall notify  
16 the Contracting Officer as soon as reasonably practicable after initial observation by the  
17 Agency of any event or situation which threatens (1) the safety or integrity of the Project  
18 Works Transferred for Operations and Maintenance, or (2) the well-being of humans or  
19 property located adjacent to the Project Works Transferred for Operations and  
20 Maintenance. Notwithstanding Article 28 hereof, such notification shall be made by  
21 telephone or by facsimile transmission rather than by mail.


1 ADMINISTRATION OF PROJECT LANDS

2  5. (a) (1) The lands and rights-of-way acquired and/or withdrawn by the  
3 United States for the purposes of the construction, care, operation, and/or  
4 maintenance of Project Works Transferred for Operations and Maintenance may  
5 be used by the Agency for such purposes without being charged any  
6 administrative fees therefor. The Agency shall not issue rights-of-way across such  
7 lands or issue any other rights, leases, licenses, permits, or special-use agreements  
8 involving such lands. All such land-use-instruments shall only be issued by the  
9 Contracting Officer.

10 (2) The Contracting Officer shall not issue any rights-of-way across  
11 Project Works Transferred for Operations and Maintenance lands or leases,  
12 licenses, permits, or special-use agreements involving Project Works Transferred  
13 for Operations and Maintenance lands until the Contracting Officer has  
14 determined that the grant is compatible with the Project Works Transferred for  
15 Operations and Maintenance purposes and with the OM&R of the Project Works  
16 Transferred for Operations and Maintenance. The Contracting Officer shall issue  
17 such rights-of-way across Project Works Transferred for Operations and  
18 Maintenance lands or any leases, licenses, permits, or special-use agreements  
19 involving Project Works Transferred for Operations and Maintenance lands only  
20 after offering the Agency the opportunity to provide appropriate comment  
21 concerning the request. Requests for such grants that are received by the Agency  
22 shall be referred to the Contracting Officer along with appropriate comment

1 concerning the request. A copy of all such grants issued by the Contracting  
2 Officer shall be provided to the Agency.

3 (b) The Agency shall regularly inspect the Project Works Transferred for  
4 Operations and Maintenance lands to identify any trespass, and determine the general  
5 condition of the real property itself. Cases of trespass shall be corrected, where possible,  
6 by the Agency. Trespass cases which the Agency feels may require undue time and/or  
7 expense to correct shall be referred without delay to the Contracting Officer for  
8 resolution.

9  (c) Construction by the Agency of any new facilities on Project Works  
10 Transferred for Operations and Maintenance lands, other than new facilities (1)  
11 constructed in connection with the OM&R of the Project Works Transferred for  
12 Operations and Maintenance, or (2) the costs of which are added to the capital costs of  
13 the Project Works Transferred for Operations and Maintenance, shall not commence  
14 without the written approval of the Contracting Officer. Plans of sufficient detail to  
15 describe the proposed location of construction, the employment of sound engineering  
16 practices, and the use to be made of the proposed facility shall be reviewed by the  
17 Contracting Officer for sufficiency and for consistency with the purposes of the Project  
18 Works Transferred for Operations and Maintenance. The Contracting Officer, upon  
19 finding the proposed new facility to be consistent with this Agreement, sound engineering  
20 practices, and the purpose of the Project Works Transferred for Operations and  
21 Maintenance shall issue the Agency appropriate permission for such use without any use  
22 or administrative fee; Provided, that the Agency shall reimburse the Contracting Officer



1 for the Contracting Officer's actual costs incurred in reviewing and approving the  
2 Agency's plans for such proposed new facilities.

3 OVERSIGHT AND PARTICIPATION

4 6. The Contracting Officer shall, to the greatest extent possible, afford the Agency  
5 the opportunity to:

6 (a) Review and, where appropriate, comment on preliminary and final  
7 development plans, environmental documents, and other documents which affect the  
8 Project Works Transferred for Operations and Maintenance. A copy of the Agency's  
9 comments shall be provided to the Contracting Officer; and

10 (b) When appropriate, participate with city, county, State and Federal  
11 governments, or governmental groups and private concerns in meetings, hearings, and  
12 other activities affecting the Project Works Transferred for Operations and Maintenance.

13 The Agency shall keep the Contracting Officer informed of these activities.

14 DELIVERY OF WATER BY THE AGENCY

15 7. (a) The Agency shall convey and distribute water in and from the Project  
16 Works Transferred for Operations and Maintenance in accordance with the directives of  
17 the Contracting Officer so that the Contracting Officer can satisfy all valid water delivery  
18 obligations of the United States from the Project Works Transferred for Operations and  
19 Maintenance, including water delivery obligations of the United States under the Water  
20 Delivery Contracts and for delivery of Non-Project Water. The Agency shall deliver  
21 water to each party entitled thereto from the Project Works Transferred for Operations  
22 and Maintenance through turnouts or diversion facilities as specified in then-existing

1 Water Delivery Contract or other arrangements or agreements relating to Non-Project  
2 Water which specify such turnouts and delivery points, or as may be agreed to by such  
3 Party Entitled To Utilize Or Receive Non-Project Water, the Agency and the  
4 Contracting Officer.

5 (b) Prior to the Contracting Officer entering into, renewing, or amending any  
6 Water Delivery Contract or any other agreement which requires or permits the  
7 conveyance of water through any of the Project Works Transferred for Operations and  
8 Maintenance, the Contracting Officer shall consult with the Agency about the terms of  
9 such contract action, and shall provide the Agency the opportunity to review and  
10 comment thereon. Any such contract action shall be taken by the Contracting Officer  
11 only after the Contracting Officer has given due consideration to, and has taken all  
12 reasonable actions to mitigate the impacts of such contract action on (1) the quantity or  
13 quality of water available to those parties which receive water pursuant to the Water  
14 Delivery Contract, or Parties Entitled To Utilize Or Receive Non-Project Water, as of the  
15 date of this Agreement, and (2) the ability of the Agency to perform its obligations under  
16 this Agreement.

17 HAZARDOUS MATERIAL

18 8. (a) The Agency shall comply with all applicable Federal, State, and local laws  
19 and regulations, and policies and instructions of the Secretary, existing or hereafter  
20 enacted or promulgated, concerning use, storage, release, transportation, and disposal of  
21 any hazardous material, pollutant, or contaminant used, produced, or otherwise handled  
22 by the Agency, or by its agents, during the course of operating and maintaining the

1 Project Works Transferred for Operations and Maintenance. Violation of this subarticle  
2 by the Agency shall make the Agency liable for any and all penalties and fines assessed by  
3 Federal, State, or local enforcement agencies against the Contracting Officer and/ and  
4 for the cost of full and complete remediation of damages to, and/or restoration of, any  
5 Federal property, facilities, or other resources, and of any non-Federal property, facilities,  
6 or other resources, that are adversely affected as a result of the deposit or release of a  
7 hazardous material, pollutant, or contaminant by the Agency or its agents.

8 (c) The Agency shall take reasonable precautions to prevent the deposit or  
9 release of hazardous material, contaminants or pollutants by third parties in or on the  
10 Project Works Transferred for Operations and Maintenance and in the waters located  
11 within the Project Works Transferred for Operations and Maintenance if such deposit or  
12 release would violate applicable laws and regulations or would interfere with, or impair,  
13 the OM&R of the Project Works Transferred for Operations and Maintenance or the  
14 quality of the waters located within the Project Works Transferred for Operations and  
15 Maintenance. To the extent that the Contracting Officer or the Agency is unable to  
16 recover damages from the third party which causes such deposit or release, then the  
17 Agency shall be liable for the cost of full and complete remediation of damages to, and/or  
18 restoration of, any Federal property, facilities, or other resources that are adversely  
19 affected by such deposit or release.

20 (d) The Agency shall initiate immediate remedial action upon discovery of any  
21 deposit or release of hazardous materials, contaminants, or pollutants in or on the Project  
22 Works Transferred for Operations and Maintenance or in the waters located within the

1 Project Works Transferred for Operations and Maintenance. Within one (1) hour of the  
2 discovery of any such deposit or release, the Agency shall report such deposit or release  
3 to the Contracting Officer with full details of the corrective actions taken and/or planned  
4 to be taken.

5 AGENCY TO PAY ADMINISTRATIVE CHARGES

6 9. The Agency shall pay in advance to the United States sufficient funds to cover any  
7 Administrative Charges associated with this contract in any upcoming Year. In consultation with  
8 the Agency, Reclamation shall estimate the Administrative Charges and shall provide said estimate  
9 to the Agency in writing by January 1 of each Calendar Year. The Agency shall pay in full the  
10 estimated Administrative Charges for each Year by March 1 of each Calendar Year. Should the  
11 estimated Administrative Charges be insufficient, the Contracting Officer shall notify the Agency  
12 of the estimated additional costs for the remaining portion of the Year. The Agency shall pay  
13 such costs within 30 days of the notification. The United States shall refund any payments in  
14 excess of actual costs incurred for contract administration in any Year. Such refund shall be  
15 accomplished within 60 days of the end of the prior Year. However, for the period March 1,  
16 1999, through February 29, 2000, the Agency shall provide payment of the Administrative  
17 Charges in the following manner: The Agency shall advance to the United States \$1,000 to  
18 finance the estimated Administrative Charges for the period March 1, 1999, through February 29,  
19 2000. If the Contracting Officer determines after consultation with the Agency, anytime between  
20 March 1, 1999, through February 29, 2000, that \$1,000 is insufficient to cover the actual  
21 Administrative Charges for the period March 1, 1999 through February 29, 2000, the Contracting

1 Officer shall so advise the Agency, and the Agency shall remit to the United States an amount  
2 sufficient to cover the actual Administrative Charges.

3 EXAMINATIONS OF PROJECT WORKS TRANSFERRED FOR OPERATIONS AND  
4 MAINTENANCE

5 10. (a) The Contracting Officer may conduct periodic onsite examinations  
6 of the Project Works Transferred for Operations and Maintenance to evaluate the  
7 condition of the Project Works Transferred for Operations and Maintenance and the  
8 adequacy of the Agency's OM&R program. The Agency shall participate in all such  
9 examinations, provide access to the Project Works Transferred for Operations and  
10 Maintenance, and operate mechanical and electrical equipment as requested. The  
11 examinations may include reviews of the Standing Operating Procedures, maintenance  
12 records, and operations reports. The Agency will be given advance notice of such  
13 examinations and the estimated costs thereof.

14 (b) Should the periodic examinations provided for in subarticle (a) reveal  
15 serious deficiencies or major problems, the Contracting Officer may, or the Agency may  
16 request the Contracting Officer to, conduct special inspections of the Project Works  
17 Transferred for Operations and Maintenance to ascertain the extent of any deficiencies or  
18 problems, to determine the remedial measures required for their correction, and to assist  
19 the Agency in solving specific problems. Except in an emergency, any special inspection  
20 shall be made only after written notice thereof has been delivered to the Agency by the  
21 Contracting Officer.

1 (c) The Contracting Officer shall prepare reports on the examinations or  
2 inspections and furnish copies of such reports and any recommendations to the Agency.

3 (d) Within sixty (60) days following the receipt of a bill and detailed  
4 statement, the Agency shall reimburse the United States for the actual cost incurred in  
5 making periodic OM&R examinations and special inspections and preparing associated  
6 reports and recommendations.

7 EMERGENCY RESERVE FUND

8 11. (a) The Agency shall accumulate and maintain a reserve fund at least equal to  
9 the total OM&R costs for the Project Works Transferred for Operations and  
10 Maintenance during the last Fiscal Year of normal OM&R; Unless, the Agency  
11 demonstrates to the satisfaction of the Contracting Officer that other funds are available,  
12 and will remain available, under the same terms and conditions as stated for the reserve  
13 fund. Said reserve fund shall be held in a Federally insured interest- or dividend-bearing  
14 account, or in securities guaranteed by the Federal Government and shall be available at  
15 such times as necessary to meet expenses for those purposes identified in subarticle (b).

16 (b) The Agency may make expenditures from such reserve fund only to meet  
17 costs incurred during periods of special stress caused by damaging storms, earthquakes,  
18 and floods or other emergencies causing, or threatening to cause, interruption of water  
19 service, or extraordinary OM&R costs (in situations where recurrence of severe problems  
20 can be eliminated). Proposed expenditure from the fund shall be approved by the  
21 Contracting Officer prior to incurring the expense.

1 (c) On October 1 following an expenditure from the fund, the Agency shall  
2 commence annual deposits of \$25,000, or more, until the reserve fund balance is restored  
3 to the level required by subarticle (a). At any time the amount in the reserve fund equals  
4 or exceeds the amount specified in subarticle (a) above, the annual deposits may be  
5 discontinued and the interest earned shall continue to accumulate as part of the reserve  
6 fund.

7 (d) By mutual agreement between the Agency and the Contracting Officer,  
8 the amount required to be maintained in the reserve fund by subarticle (a) may be  
9 adjusted to account for risk and uncertainty stemming from the size and complexity of the  
10 Project, the size of the annual OM&R budget, additions to, deletions from, or changes in  
11 Project facilities and OM&R costs not contemplated when this contract was executed.

12 (e) On or before December 1 of each Calendar Year, the Agency shall  
13 provide an annual statement of the principal and accumulated interest of the reserve fund  
14 account to the Contracting Officer.

15 AGENCY TO PAY CERTAIN MISCELLANEOUS COSTS

16 12. The Agency shall pay to the United States within sixty (60) days after receipt of a  
17 bill and detailed statement submitted by the Contracting Officer to the Agency for such specific  
18 items of direct cost incurred by the United States for work requested by the Agency in writing  
19 associated with this contract plus a percentage of such direct costs for administrative and general  
20 overhead in accordance with applicable Bureau of Reclamation policy and procedures. This  
21 Article shall not apply to costs for routine contract administration.

1 QUALITY OF WATER

2 13. The OM&R of the Project Works Transferred for Operations and Maintenance  
3 shall be performed in such manner as is practicable to maintain the quality of raw water made  
4 available through such facilities at the highest level reasonably attainable as determined by the  
5 Contracting Officer.

6 AGENCY TO PAY COSTS OF OM&R

7 14. Should the Contracting Officer take back the OM&R of the Project Works  
8 Transferred for Operations and Maintenance pursuant to Article 2, the Agency shall pay to the  
9 United States the monthly costs during the remainder of the current year. Thereafter, as long as  
10 the United States is operating and maintaining the Project Works Transferred for Operations and  
11 Maintenance, the Agency shall pay to the United States, in advance, the estimated annual  
12 operating and maintenance costs as may be supplemented by the Congress, according to budgets  
13 submitted by the United States.

14 LIABILITY

15 15. (a) The Agency shall hold harmless the United States, its officers, agents, and  
16 employees from legal liability for damages of any nature whatsoever arising out of any  
17 actions or omissions by the Agency, its officers, agents, and employees related to the  
18 care, OM&R of the Project Works Transferred for Operations and Maintenance.

19 (b) Within thirty (30) days of receipt by either party of any claim for liability  
20 arising from actions within the scope of this contract, the party receiving the claim shall  
21 notify the other party of such claim and provide a copy of the claim to the other party, if  
22 it is in written form. Nothing in this Article shall be construed to limit the right of either



1 party to assert such affirmative defenses and file such cross complaints as may be  
2 appropriate in relation to any claim affecting the liability of such party.

3 WATER AND AIR POLLUTION CONTROL

4 16. The Agency, in carrying out this contract, shall comply with all applicable water  
5 and air pollution laws and regulations of the United States and the State of California.

6 RESOLUTION OF DISPUTES

7 17. Should any dispute arise concerning delivery or conveyance of water by the  
8 Agency through the Project Works Transferred for Operations and Maintenance between the  
9 Agency, any Participating Agency(ies) and/or any Party Entitled To Utilize Or Receive Non-  
10 Project Water from or through Project Works Transferred for Operations and Maintenance, the  
11 Agency shall provide its position with respect to such dispute to the other party (ies) thereto in  
12 writing within sixty (60) days. Thereafter, should the Agency and the other party (ies) to the  
13 dispute be unable to resolve such dispute, the dispute shall be referred to the Contracting Officer  
14 for resolution. The Contracting Officer's resolution of the dispute shall be accepted by the  
15 Agency and other party (ies) thereto as final and conclusive except that it may be subject to  
16 review by a court having jurisdiction over the dispute. The Agency shall promptly comply with  
17 said decision, and shall operate the Project Works Transferred for Operations and Maintenance in  
18 conformance with such decision until the same is reversed or modified.

19 NOTIFICATION OF THIRD PARTIES

20 18. The Secretary shall include in all agreements providing for the storage, delivery or  
21 conveyance of Non-Project water through the Project Works Transferred for Operations and  
22 Maintenance which are entered into, renewed or amended after the date of this Agreement a

1 provision requiring that, while this Agreement is in effect, the Agency shall be the Operating  
2 Non-Federal Entity with respect to the Project Works Transferred for Operations and  
3 Maintenance. All such new, renewed or amended agreements shall include provisions recognizing  
4 the Agency's rights and obligations under this Agreement and any other agreements relevant to  
5 the Agency's status as the Operating Non-Federal Entity. In the absence of agreement otherwise  
6 by the Agency, such new, renewed, or amended agreements shall also include provisions requiring  
7 the parties to such agreements to provide the Agency with copies of all water delivery schedules  
8 provided to the Contracting Officer. The Contracting Officer shall also include in all such new,  
9 renewed or amended agreements a provision confirming that the United States shall not charge  
10 storage and/or conveyance OM&R costs, and that only such costs accrued by the Agency on  
11 behalf of the parties to such agreements shall be the responsibility of the parties. The Agency's  
12 cost recovery policy shall provide for equitable allocation of costs to be recovered from all  
13 Participating Agencies and all other parties obligated to pay for the storage and/or conveyance of  
14 water through the Project Works Transferred for Operations and Maintenance, and shall clearly  
15 set forth the manner in which such costs shall be collected, including payment deadline.

#### 16 OPINIONS AND DETERMINATIONS

17 19. (a) Where the terms of this Contract provide for actions to be based upon  
18 the opinion or determination of either party, said terms shall not be construed as  
19 permitting such action to be predicated upon arbitrary, capricious or unreasonable  
20 opinions or determinations. Both parties, notwithstanding any other provisions of this  
21 Contract, expressly reserve the right to relief from and appropriate adjustment for any



EQUAL OPPORTUNITY

22. During the performance of this contract, the Agency agrees as follows:

(a) The Agency will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Agency 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 payment or other forms of compensation; and selection for training, including apprenticeship. The Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

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

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

(d) The Agency 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.

(e) The Agency will furnish all information and reports required by said amended Executive Order and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its 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.

(f) In the event of the Agency's noncompliance with the nondiscrimination clauses 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 Agency, as applicable, may be declared ineligible for further Government contracts in accordance with procedures authorized in said amended Executive Order, 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 otherwise provided by law.

1 (g) The Agency will include the provisions of paragraphs (1) through (7) in  
2 every subcontract or purchase order unless exempted by the rules, regulations, or orders of the  
3 Secretary of Labor issued pursuant to Section 204 of said amended Executive Order, so that such  
4 provisions will be binding upon each subcontractor or vendor. The Agency will take such action  
5 with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as  
6 a means of enforcing such provisions, including sanctions for noncompliance: Provided, however,  
7 That in the event the Agency becomes involved in, or is threatened with, litigation with a  
8 subcontractor or vendor as a result of such direction, the Agency may request the United States  
9 to enter into such litigation to protect the interests of the United States.

10 COMPLIANCE WITH CIVIL RIGHTS LAWS  
11 AND REGULATIONS

12 23. (a) The Agency shall comply with Title VI of the Civil Rights Act of 1964  
13 (42 U.S.C. 2000d), Section 504 of the Rehabilitation Act of 1975 (P.L. 93-112, as amended), the  
14 Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.) and any other applicable civil rights  
15 laws, as well as with their respective implementing regulations and guidelines imposed by the U.S.  
16 Department of the Interior and/or Bureau of Reclamation.

17 (b) These statutes require that no person in the United States shall, on the  
18 grounds of race, color, national origin, handicap, or age, be excluded from participation in, be  
19 denied the benefits of, or be otherwise subjected to discrimination under any program or activity  
20 receiving financial assistance from the Bureau of Reclamation. By executing this contract, the  
21 Agency agrees's to immediately take any measures necessary to implement this obligation,  
22 including permitting officials of the United States to inspect premises, programs, and documents.

23 (c) The Agency make this contract in consideration of and for the purpose of  
24 obtaining any and all Federal grants, loans, contracts, property discounts, or other Federal  
25 financial assistance extended after the date hereof to the Agency by the Bureau of Reclamation,  
26 including installment payments after such date on account of arrangements for Federal financial  
27 assistance which were approved before such date. The Agency recognizes and agrees that such  
28 Federal assistance will be extended in reliance on the representations and contracts made in this  
29 Article, and that the United States reserves the right to seek judicial enforcement thereof.

30 CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

31 24. The expenditure or advance of any money or the performance of any obligation of  
32 the United States under this contract shall be contingent upon appropriation or allotment of funds.  
33 Absence of appropriation or allotment of funds shall not relieve the Contractor from any  
34 obligations under this contract. No liability shall accrue to the United States in case funds are not  
35 appropriated or allotted.

1 BOOKS, RECORDS, AND REPORTS

2 25. The Contractor shall establish and maintain accounts and other books and records  
3 pertaining to administration of the terms and conditions of this contract. Subject to applicable  
4 Federal laws and regulations, each party to this contract shall have the right during office hours to  
5 examine and make copies of the other party's books and records relating to matters covered by  
6 this contract.

7 ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATED

8 26. (a) The provisions of this contract shall apply to and bind the successors and  
9 assigns of the parties hereto, but no assignment or transfer of this contract or any right or  
10 interest therein shall be valid until approved in writing by the Contracting Officer.

11 (b) Notwithstanding Article 26(a) above, the Agency may meet its physical  
12 OM&R obligations as set forth in this contract through delegation to the District and such  
13 delegation and assignment shall be deemed approved pursuant to this Article.

14 OFFICIALS NOT TO BENEFIT

15 27. No Member of or Delegate to Congress, Resident Commissioner or official of the  
16 Agency shall benefit from this contract other than as a water user or landowner in the same  
17 manner as other water users or landowners.

18 NOTICES

19 28. Any notice, demand, or request authorized or required by this contract shall be  
20 deemed to have been given on behalf of the sender when mailed, postage prepaid, or delivered to  
21 each of the other parties at: Area Manager, Central California Area Office, 7794 Folsom Dam  
22 Road, Folsom, California 95630-1799; the Board of Directors, Solano County Water Agency,  
23 508 Elmira Road, Vacaville, California 95687. The designation of the addressee or the address  
24 may be changed by notice given in the same manner as provided in this Article for other notices.

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

3 THE UNITED STATES OF AMERICA

4 APPROVED AS TO LEGAL  
5 FORM AND SUFFICIENCY  
6 *James E. Turner*  
7 OFFICE OF REGIONAL SOLICITOR  
8 OF THE INTERIOR

By: *Turk Rodey*  
Regional Director, Mid-Pacific Region  
Bureau of Reclamation

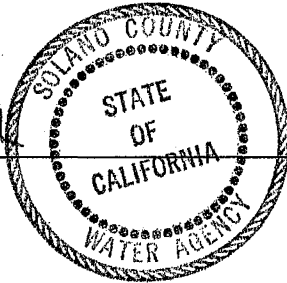
8 SOLANO COUNTY WATER AGENCY

9 (SEAL)

10 By: *George Pettigrew*  
11 Title: CHAIRMAN  
12

13 Attest:

14 *D. A. O'Connell*  
15 Secretary



16  
17 (H:Solaomfd.wpd)