

INTERIM CONCESSION CONTRACT

Napa County Agreement No. 240193B

With

Spanish Flat Campground, LLC

For

Spanish Flat Recreation Area

IDENTIFICATION OF THE PARTIES

THIS Interim Concession Contract is made and entered into by and between Napa County, hereinafter referred to as "County" and Spanish Flat Campground, LLC, hereinafter referred to as the "Concession Contractor," together, County and the Concession Contractor to be referred to as "the Parties."

WITNESSETH:

WHEREAS, the United States Bureau of Reclamation ("Reclamation") and the County entered into Managing Agreement Number 20-LC-20-2623 (Napa County Agreement No. 200285B) dated March 9, 2020, for the administration, operation, maintenance and development of public recreation facilities, protection of natural and cultural resources, and provision of public health and safety at Lake Berryessa; and

WHEREAS, the County is pursuing a long term concession agreement for the improvement and operation of the Spanish Flat Recreation Area, but in the meantime needs to continue operation of the Spanish Flat Recreation Area on an interim basis while those efforts proceed; and

WHEREAS, the Spanish Flat Recreation Area is currently being operated under an interim concession contract with Sun Lake Berryessa, LLC (Napa County Agreement No. 220198B), who is ceasing operation of the site on October 31, 2023; and

WHEREAS, the County and Concession Contractor wish to enter into this agreement for Concession Contractor to assume operations at the Spanish Flat Recreation Area, under substantially the same terms and conditions as currently operated under Napa County Agreement No. 220198B, while a long term concession agreement is being pursued by the County;

NOW, THEREFORE, pursuant to its authority under the Managing Partner Agreement with Reclamation, County and the Concession Contractor agree as follows:

DEFINITIONS

The following terms used in this Interim Concession Contract and the exhibits to this Interim Concession Contract will be defined, for the purposes of this Interim Concession Contract and exhibits, as set forth below. Definitions apply to both the singular and the plural forms of the defined terms:

“Applicable Laws” means Federal, State, and local laws, regulations and Executive Orders, governing the development, operation, and maintenance of recreation facilities and services at Lake Berryessa, including, but not limited to, both Reclamation Policies and Directives and Standards, along with the rules, regulations, codes, and other requirements promulgated under those laws, whether now in force, or amended, enacted or promulgated in the future.

“Authorized Services” means those services not specifically required under the Interim Concession Contract, but requested by the Concession Contractor and approved by County, which facilitate providing public services and conveniences consistent with this Interim Concession Contract.

“Best Management Practices” means policies and practices that apply the most current and advanced practicable means and technologies available to the Concession Contractor to undertake and maintain a superior level of environmental performance reasonable in light of the circumstances of the operations conducted under this Interim Concession Contract. Best Management Practices are expected to change from time to time as technology evolves.

“Catastrophic Hazard Deficiency” means a condition or practice which could result in immediate and imminent danger of death or permanent disability, chronic or irreversible illness, or major damage to property or resources.

“Concession Area” means the lands lying within the Federal Estate which County authorizes the Concession Contractor to use for the purposes of this Interim Concession Contract, as described in Exhibit A.

“Concession Contractor Improvement(s)” means Fixed Assets provided by the Concession Contractor pursuant to the terms of this Interim Concession Contract and with the written approval of County for the purposes of this Interim Concession Contract including buildings, Structures, Fixtures, equipment, and other improvements affixed to the assigned lands in such a manner as to be a part of the real property. Docks and other floating structures currently in place or that have been constructed by the Concession Contractor pursuant to the terms of this Interim Concession Contract are included in this category. Concession Contractor Improvements that are affixed to the lands assigned to the Concession Contractor do not include any interest in the land upon which the improvements are located. Additionally, a Concession Contractor Improvement does not include any interest in Personal Property of any kind including, but not limited to, vehicles,

boats, houseboats, or other objects, regardless of size, unless an item of Personal Property becomes a Fixture as defined in this Interim Concession Contract. Concession Contractor Improvements exclude site preparation work such as grading, cutting, and filling of soil or rock.

“Contracting Officer” means the County’s Lake Berryessa Concession Manager.

“Critical Hazard Deficiency” means a condition or practice which could result in permanent partial disability, temporary total disability greater than three (3) months, significant property, or resource damage.

“Day” or “days” means calendar days, unless the Contract shall specifically refer to business days, which shall exclude weekends and federally recognized holidays.

“Depreciation” means the allocation of the cost of an asset over time for accounting or tax purposes to account for the decline in the value of an asset due to wear and tear or obsolescence. The method for calculating the depreciation may conform to generally accepted accounting principles or the Internal Revenue Service requirements, whichever is appropriate to the application.

“Exhibit(s)” means the various labeled documents attached to the main body of this Interim Concession Contract, all of which are binding and enforceable parts of the Interim Concession Contract.

“Federal Estate” means the Federal land and water areas of the Solano Project that are under the jurisdiction of the Department of the Interior, Bureau of Reclamation.

“Fixed Assets” means Structures, and/or Fixtures, permanently attached to the Federal Estate.

“Fixtures” means manufactured items of property of an independent form and utility, necessary for the basic functioning of a Structure that are affixed to and considered to be part of the Structure as real property once installed. Fixtures do not include building materials until incorporated into a Structure (e.g., wallboards, flooring, concrete, cinder blocks, steel beams, studs, window frames, windows, rafters, roofing, framing, siding, lumber, insulation, wallpaper and paint, walk-in refrigerators or freezers, toilets, sinks and faucets).

“Franchise Fee(s)” means a payment to County that is considered a direct return upon consideration of the value to the Concession Contractor of the use, rights, and privileges granted by this Interim Concession Contract.

“Gross Revenues” or “Gross Receipts” means the total amount received or realized by, or accruing to, the Concession Contractor from all sales for cash or credit, of services, accommodations, materials, and other merchandise made pursuant to the rights granted by this Interim Concession Contract, commissions earned on contracts or agreements with other persons or companies operating in the area, and earnings from electronic media sales,

but excluding:

- Intra-company earnings on account of charges to other departments of the operation (such as laundry).
- Charges for employee's meals, lodging, and transportation.
- Receipts from the sale of non-retail property including, houseboats and personal watercraft.
- Receipts from the sale of State and local licenses (such as fishing and hunting licenses).
- Interest on money loaned or in bank accounts.
- Income from investments.
- Income from any affiliated companies not arising from business conducted in conjunction with this Interim Concession Contract.
- Sale of property that was acquired for the purpose of resale and not for use under this contract.
- Sales and excise taxes that are added as separate charges to sales prices, gasoline taxes, fishing license fees, and postages stamps, provided that the amount excluded shall not exceed the amount actually due or paid Government agencies.
- Insurance proceeds from a casualty.

All monies actually received by the Concession Contractor from coin operated devices provided by the Concession Contractor or through vendors authorized by the Concession Contractor and consistent with this Concession Contract shall be included in Gross Revenues.

“Improvements” means any addition to real property that increases its value, utility, or that enhances its appearance.

“Intangible Assets” means an asset without physical form, such as a contract right that may be owned that provides the owner with value.

“Minor Hazard Deficiency” means a condition or practice represents minimal threat to human health and safety (e.g., injuries requiring first aid or minor medical treatments), property or resources, but is still in violation of a standard.

“Personal Property” means all tangible assets not affixed to the land. Personal Property includes but is not limited to: vehicles, boats, houseboats, barges, or other objects, regardless of size, unless an item of Personal Property becomes a Fixed Asset as defined in this Interim Concession Contract.

“Required Services” means the minimum services required that facilitate providing public services and conveniences consistent with this Interim Concession Contract.

“Significant Hazard Deficiency” means a condition or practice which could result in hospitalized minor injury, reversible illness, a period of disability three (3) months or less (e.g., lost time or restricted workday accident), a compensable injury or illness, and/or minimal property or resource damage.

“Structures” means a building or other Improvement affixed to the land so as to be part of the real estate. A Structure may include both constructed infrastructure (e.g., water, power, and sewer lines) and constructed site improvements (e.g., paved roads, retaining walls, sidewalks, paved driveways, and paved parking areas) that are permanently affixed to the land so as to be part of the real estate and that are in direct support of the use of a building, dock, or other improvement. Interior furnishings that are not Fixtures are not part of a Structure. Structure excludes site preparation work such as grading, cutting, and filling of soil or rock.

SECTION 1 – TERM OF INTERIM CONCESSION CONTRACT

A. TERM OF INTERIM CONCESSION CONTRACT

1. Period of Performance

This Agreement, herein and hereafter referred to as the “Interim Concession Contract” shall be effective on November 1, 2023, and shall expire on October 31, 2024, unless terminated earlier in accordance with this Interim Concession Contract. County may extend the term of the Interim Concession Contract one additional year, in its sole discretion, on the same terms and conditions by providing written notice to Concession Contractor at least sixty (60) days prior to the expiration date.

2. Discontinuance of Services

Unless specifically authorized in writing by County, the Concession Contractor shall provide no Required or Authorized Services nor conduct commercial activities within the Concession Area during the final 30 days of the term stated above, in order to conduct various close-out activities. Assuming no early termination during the final 30 days of the term stated above, the Concession Contractor is authorized to access the concession area solely to conduct County approved actions to remove Concession Contractor Improvements and Concession Contractor Personal Property and perform final clean-up activities.

3. Responsibility for removal of Concession Improvements and Personal Property

Nothing in this section shall lessen the responsibility of the Concession Contractor to carry out actions to remove Concession Contractor Improvements and Concession Contractor Personal Property and perform final clean-up activities as specified in Section 4.H of this Interim Concession Contract unless specifically authorized in writing by County.

B. INTERIM CONCESSION CONTRACT TERMINATION

1. Termination by Mutual Agreement

Upon mutual written agreement, the Concession Contractor and County may terminate this Interim Concession Contract.

2. Termination for Material Breach

County may terminate this Interim Concession Contract if County determines that the Concession Contractor has materially breached any requirement of this Interim Concession Contract. By way of example, the Interim Concession Contract includes the following requirements, the material breach of any of which would likely result in termination:

- Maintain and operate Concession Contractor Improvements and the Federal Estate within the Concession Area to the satisfaction of County.
- Provide those Required Services pursuant to this Interim Concession Contract.
- Pay the established Franchise Fee.
- Comply with Applicable Laws.

Reclamation may also terminate this Interim Concession Contract for a material breach by Concession Contractor, using the same procedure as County, including but not limited to Concession Contractor's opportunity to cure a material breach.

Concession Contractor may terminate this Interim Concession Contract if Concession Contractor determines that the County has materially breached any term, requirement or covenant of this Interim Concession Contract. County shall be afforded 30 days to cure the breach after written notice or in the case the breach cannot be cured within such 30 days, County shall have such longer period of time as shall be reasonably necessary so long as County shall have commenced to cure or caused to be commenced with such cure within the initial 30 day period and diligently prosecutes the same to completion with reasonable diligence.

3. Termination for Concession Contractor Insolvency

County may terminate this Interim Concession Contract upon the filing by the Concession Contractor of any petition seeking relief under any provision of the Bankruptcy Act or successive legislation; an assignment by the Concession Contractor for the benefit of creditors; a petition or other proceeding against the Concession Contractor for the appointment of a trustee, receiver, or liquidator. County may immediately terminate this Interim Concession Contract if the Contracting Officer determines that the Concession Contractor is unable to perform the terms of the Interim Concession Contract because of such filings or assignments.

4. Termination in Favor of Long-Term Concession Contract

This Agreement shall terminate upon the execution of a long-term concession agreement for the Concession Area and mobilization of a new concessionaire. County shall provide Concession Contractor with at least sixty (60) days prior written notice of termination due to a long-term concession agreement, to provide Concession Contractor time to wind down its operations and transition to a new concessionaire.

5. Termination Notification

Termination of this Interim Concession Contract for any reason shall be preceded by written notice to the Concession Contractor, provided however, Concession Contractor shall be afforded the right to cure such breach as provided in Section 1(D) below.

C. INTERIM CONCESSION CONTRACTOR SUSPENSION

1. Suspension for Breach

County reserves the right to immediately suspend the Concession Contractor's operations in the event of a material breach of this Interim Concession Contract. In the event of a material breach of this Interim Concession Contract, County will provide the Concession Contractor an opportunity to cure by providing written notice to the Concession Contractor of the breach and Concession Contractor shall have the right to cure as provided in Section 1(D) below.

2. Suspension for Resource Protection or Public Safety

County may temporarily suspend operations under this Interim Concession Contract in whole or in part, as deemed necessary, in order to protect area visitors or to protect, conserve, and preserve natural, cultural, or physical area resources. This Interim Concession Contract may also be suspended in whole or in part, for substantial Contract violations such as health and safety or regulatory noncompliance, as deemed reasonably necessary by County, until such violation is cured by the Concession Contractor.

3. Suspension Commensurate With Violation

The suspension will be based upon the extent to which these violations have occurred or reoccurred. No compensation of any nature shall be due the Concession Contractor by County in the event of a suspension of operations, including, but not limited to, compensation for losses based on lost income, profit, wages, or the necessity to make expenditures as a result of the suspension.

D. CURE OF BREACH

In the event of a monetary breach, County will give the Concession Contractor a period of 15 days to cure the breach after written notice.

In the event of a non-monetary breach, County will give the Concession Contractor 30 days to cure the breach or submit a plan to the County to cure the breach. The plan must be approved by County and must be initiated within 30 days of County's approval and completed on a schedule acceptable to County. *Provided*, if in County's view, exigent circumstances exist that require a more immediate response, County may require immediate resolution of any breach, in which case County shall give reasonable notice of the circumstances.

If a breach is not cured within the above stated period of time, the Contracting Officer may terminate this Interim Concession Contract for default or suspend applicable operations. Notwithstanding this provision, successive, multiple breaches (two or more) of the same nature shall be grounds for termination for default without a cure period.

E. NOTICE OF BANKRUPTCY OR INSOLVENCY

The Concession Contractor or any affiliated organization must give County immediate notice after the filing of any petition in bankruptcy, filing any petition seeking relief of the same or different kind under any provision of the Bankruptcy Act or its successor, or making any assignment for the benefit of creditors. The Concession Contractor must also give County immediate notice of any petition or other proceeding against the Concession Contractor for the appointment of a trustee, receiver, or liquidator, or the taking by any person or entity of the rights granted by this Interim Concession Contract or any part thereof upon execution, attachment, or other process of law or equity. For purposes of the bankruptcy statutes, County considers that this Interim Concession Contract is not a lease but an executory Contract exempt from inclusion in assets of the Concession Contractor pursuant to 11 United States Code (U.S.C.) 365.

F. CONTRACT EXTENSION

Except for the extension included in Paragraph 1(A)1, the term of this Interim Concession Contract may only be extended by mutual written amendment approved by the Board of Supervisors.

G. NO RIGHT OF RENEWAL

This Interim Concession Contract does not include a right of renewal.

H. SALE OR TRANSFER OF INTERESTS

1. Sale of Contract Interests

Unless specifically authorized in this Interim Concession Contract, the Concession Contractor shall not transfer, assign, sell, or otherwise convey or pledge any property or other interests under this Interim Concession Contract. County shall not be obliged to recognize the right of any person or entity to an interest in this Interim Concession Contract of any nature, including but not limited to operating rights.

2. Sale of Operations or Services

The Concession Contractor under Section 1.H of this Interim Concession Contract has no rights for the assignment or sale of interests pertaining to the operations, described in

Section 2 of this Interim Concession Contract for Required and Authorized Services. County shall not be obliged to recognize the right of any person or entity to an interest in this Interim Concession Contract of any nature, including but not limited to operating rights.

3. Sale of Concession Contractor Improvements or Personal Property

Upon approval from County, the Concession Contractor shall have the right to sell their Concession Contractor Improvements and Personal Property owned by the Concession Contractor with the intent to remove them from the Concession Area, *provided* the sale of such Concession Contractor Improvements or Personal Property owned by the Concession Contractor does not interrupt the provision of Required and Authorized Services.

- a. The sale of Personal Property owned by the Concession Contractor by anyone other than the Concession Contractor is prohibited on the Federal Estate. The sale of Personal Property not owned by the Concession Contractor is prohibited on the Federal Estate.
- b. The Concession Contractor shall inform the person(s) purchasing the Concession Contractor Improvements and Personal Property owned by the Concession Contractor that such personal property and improvements must be removed from the Federal Estate within 30 calendar days of the date of sale and at no expense to County. The removal of such personal property and improvements shall be performed in such a manner as to not disrupt the concessions operations, adversely affect the safety or enjoyment of the visiting public, or negatively impact natural or cultural resources.
- c. The Concession Contractor shall assume responsibility and liability for any damage to persons, property, or assets that may occur during the removal or transportation of such personal property and improvements. Actions taken under this subsection shall be subject to the Concession Contractor's duties described in Section 6.A of this Interim Concession Contract. The Concession Contractor shall hold Reclamation and County harmless for any damage to either property or assets that may occur during the removal or transportation of such property and assets.

SECTION 2 - SERVICES AND OPERATIONS

A. GENERALLY

1. County hereby authorizes the Concession Contractor to use the lands described in Exhibit A for public outdoor recreation use, as the Concession Area, subject to the terms and conditions of this agreement.
2. The Concession Contractor shall, at no cost to County, manage the Concession Area by providing, operating, and maintaining all Concession Contractor Improvements, facilities, conveniences, utilities, landscaping, and visitor services within the Concession Area unless otherwise specified in this Interim Concession Contract. Management of the Concession Area, including any construction, alteration, renovation, or repairs, shall be in accordance with all Applicable Laws and be approved by County prior to implementation as specified in this Interim Concession Contract.
 - a. During the term of this Interim Concession Contract, the Concession Contractor is not required to provide new Concession Contractor Improvements in order to provide the Required Services outlined in Section 2.B.1; however, Concession Contractor Improvements may be necessary for Authorized Services which the Concession Contractor elects to provide pursuant to Section 2.B.2.
3. Certain Government furnished Improvements and Personal Property is available for use by the Concession Contractor as described in Exhibit B.
4. During the term of this Interim Concession Contract, the Concession Contractor is not authorized to provide any service, facility, or activity not identified within this Interim Concession Contract or other contract between Concession Contractor and County.
5. The Concession Contractor shall ensure that adequate staffing and management is available to provide, operate, and maintain the Concession Contractor Improvements, facilities, conveniences, utilities, landscaping, and visitor services in accordance with this Interim Concession Contract to such an extent and in a manner considered satisfactory by County.
6. Private exclusive use involving recreational or residential uses to the exclusion of public use shall not be permitted. This Interim Concession Contract shall comply with 43 CFR Part 429, excluding concession facilities, and is subject to the provisions of this code in the event of non-compliance.

B. SERVICES

1. Required Services

During the term of this Interim Concession Contract, the Concession Contractor shall

provide the following Required Services to the public within the Concession Area:

- a. Boat Launching – Manage, operate, and maintain a suitable lake access area for launching car-top boats, personal watercraft and paddle craft (trailered launching shall not be provided); launching amenities including signage, designated parking stalls, 5-mph buoys, restroom facilities, and trash and recycling receptacles.
- b. Day Use - Manage, operate, and maintain day use sites which provide visitors a picnic table, barbecue, and access to the lake. The Concession Contractor shall also provide related day use amenities including signage, single vehicle parking stalls, truck and trailer parking stalls, trash receptacles, and trash disposal services along with restroom facilities and hand washing stations for day use visitors in accordance with this Interim Concession Contract and in the required quantities shown in Exhibit B.
- c. Camping - Manage, operate, and maintain camping sites (campsites for tent only, recreational vehicles (RV) only, and standard multipurpose use) in accordance with this Interim Concession Contract and in the quantities shown in Exhibit B. Concession Contractor shall obtain a permit to operate from the California Department of Housing and Community Development (Mobilehome Parks Program), and an annual permit to operate from Napa County, Planning, Building and Environmental Services Department. Camp sites shall include a table, barbecue/fire ring, tent site as applicable, parking stall, and access to the lake. Concession Contractor shall provide supporting amenities including signage, trash and recycling receptacles, restroom facilities, and hand washing stations and shall service those amenities to provide a safe, clean, and healthy environment. Required quantities for restrooms shown in Exhibit B.
- d. Retail Sales – The Concession Contractor shall manage, operate, and maintain public retail sale areas featuring bottled potable water at a minimum.
- e. Buoys – The Concession Contractor shall manage and maintain Reclamation furnished 5-mph buoys at the Concession Area as specified in Exhibit B.
- f. Site Security - The Concession Contractor shall assume full responsibility for providing for the security and safety of the public, and for facility and resource protection within the Concession Area. The Concession Contractor shall provide security at a level necessary to ensure public safety, including facility and resource protection for the term of this Interim Concession Contract. During peak periods additional safety and security personnel may be required to be provided by the Concession Contractor. Security personnel shall be registered with the State of California. Security Requirements are further specified in Exhibit D.

2. Authorized Services

During the term of this Interim Concession Contract, the Concession Contractor may provide the following Authorized Services with prior approval by County:

- a. Marine Fueling Service – Provide, operate, and maintain marine fueling facilities and service for vessels.
- b. Watercraft Rental Operation – Manage, operate, and maintain rental facilities and provide pleasure boats and Personal Water Craft for rent to the public.
- c. Wet Slip Rentals – Provide, operate, and maintain temporary wet slip rentals for privately owned boats. County may limit rental wet slips of any size in accordance with allocations set forth in Applicable Laws including current or future policy regarding lake-wide capacity decisions.
- d. Day Use - Additional day use sites which provide visitors a picnic table, barbecue, and access to the lake may be authorized as shown in Exhibit B. Additional day use sites shall provide the same level of amenities and service provision as those required by Section 2.B.1, of this Interim Concession Contract.
- e. Camping - Additional tent, RV, and standard campsites providing a table, barbecue/fire ring, parking stall, and access to the lake may be authorized in the quantities shown in Exhibit B. Additional camping sites shall provide the same level of amenities and service provisions as those required by Section 2.B.1, of this Interim Concession Contract.
- f. Retail Sales – Management, operation, and maintenance of public retail sales featuring supplies such as firewood, sundries, souvenirs, and groceries, along with camping, boating, and fishing supplies. County shall retain the right to prohibit the sale of any items determined to be inappropriate, obscene, or illegal for retail sales at such concession areas.
- g. Trailered Boat Launching - Manage, operate, and maintain a suitable boat launch area for launching trailered boats; courtesy docks, and launching amenities including signage, designated single vehicle parking stalls and truck and trailer parking stalls, 5-mph buoys, restroom facilities, and trash and recycling receptacles.
- h. Manage and operate a Reservation Service for the purpose of receiving advance reservation of day use and camping sites at the Concession Area.

C. OPERATING PLAN

The Operating Plan, Exhibit D, shall be the operating document for the term of this Interim

Concession Contract unless amended with County's approval.

1. General Operation Standards

The Operating Plan identifies the required management, seasonal hours of operation, and scope of services provided. The Operating Plan also addresses safety, sanitation, security, and fire protection for the marina facilities along with employee standards and employment conditions.

- a. County reserves the right to determine and control the nature, type, and quality of the services provided and merchandise sold within the area of operation as described in this Interim Concession Contract.
- b. All such services and merchandise will be compatible with the intent of the Interim Concession Contract and questions of applicability or requests for variance shall be forwarded to County for consideration. Any variance requested must be approved by County in writing.

2. Seasonal Adjustment to Operating Plan

The Concession Contractor may request a seasonal adjustment to the required levels of service and/or the means and methods of providing certain public services and consumables to match seasonal demand.

- a. A request to seasonally adjust any required levels of service or consumables must be submitted by the Concession Contractor to County for approval as an amendment to the Operating Plan.
- b. Request(s) shall outline in detail the specific service(s) to be adjusted, documentation of historic public demand supporting a seasonal adjustment, and the proposed seasonal adjustment to the seasonal period and level of service and/or an adjustment to the means and methods of providing such services.

D. LEGAL, REGULATORY, AND POLICY COMPLIANCE

This Interim Concession Contract, and its administration by County, shall be in accordance with all Applicable Laws, including applicable Federal policies governing the area of operation. The Concession Contractor shall operate and maintain its facilities and appurtenances in safe and effective working order, in compliance with all Applicable Laws.

All terms of the Interim Concession Agreement will be interpreted and implemented at a minimum in accordance with Reclamation Manual Policy LND P02, dated March 4, 2002; Reclamation Manual Directives and Standards LND 04-01, dated April 29, 2002; and Reclamation Concession Management Guidelines, dated April 2005, and their subsequent amendments and/or approved waivers effective the date of this Interim Concession

Contract (collectively, "Policies").

The Concession Contractor shall give County immediate written notice of any violation of Applicable Laws by the Concession Contractor, including its agents, or contractors, and, at its sole cost and expense, must promptly rectify any such violation. Failure to notify County and a failure to rectify the violation(s) will be considered a breach of the contract and may be reason for County to terminate the contract or suspend operations in accordance with Section 1.B or 1.C.

E. RATES FOR GOODS AND SERVICES

Rates for all Required Services, Authorized Services, and goods shall be reasonable and appropriate for the type and quality of the goods and services provided and must be approved by County.

1. Rates for Services

Rates charged by concessionaires for all facilities, services, and merchandise will be based on charges for comparable facilities, services, and merchandise provided by the private sector in similar situations. Rate approvals shall be requested in advance by the Concession Contractor in writing to County.

- a. The initial rates as shown in Exhibit D shall remain in effect for all goods and services for the 2024 recreation season. Thereafter, if this Interim Concession Contract is extended, rate modification requests shall be submitted by the Concession Contractor annually by October 1 for the following calendar year.
- b. Requests for rate modification shall reflect the comparable rates for like goods and services provided by the private sector operating in a competitive environment under similar operating conditions.
- c. County will make reasonable efforts to respond within 15 days of receipt of annual rate modification requests.
- d. County shall approve or deny such rate modification requests based upon the findings of a comparability review of like goods and services from similar concession operations or businesses, as described in Reclamation's Concession Management Guidelines, Chapter 7.
- e. Should County not approve a rate request for any of the Concession Contractor's goods or services, the Concession Contractor is required to continue using the rates approved by County.
- f. The Concession Contractor shall prominently post all County approved rates and charges for goods and services provided to the visiting public.

- g. If the Concession Contractor disagrees with County's determination, it may request reconsideration and should submit additional supporting information to the Contracting Officer within 30 calendar days of the date of a decision on rates.
- h. If the Concession Contractor does not request reconsideration of the decision on rates within the 30 days prescribed, the existing decision becomes final and non-appealable.
- i. If the Concession Contractor timely requests reconsideration of rates, the Contracting Officer's decision made upon reconsideration is final and non-appealable.

F. NONDISCRIMINATION OF SERVICE TO VISITORS

The Concession Contractor shall comply with all Applicable Laws, whether now in force or made effective after the execution of this Interim Concession Contract, relating to nondiscrimination in the provision of services.

G. CONCESSION CONTRACTOR EMPLOYEES

The Concession Contractor shall employ all personnel necessary to provide the Required and Authorized Services by this Interim Concession Contract.

The Concession Contractor shall use commercially reasonable efforts to comply with all Applicable Laws relating to employment and employment conditions. The Concession Contractor shall comply with the federal minimum wage standards for contractors in Executive Order 14026, which includes a minimum wage adjusted annually with inflation, currently set at \$16.20 per hour for 2023.

The Concession Contractor shall use commercially reasonable efforts to require and ensure that its employees are hospitable and exercise courtesy and consideration in their relations with the public and with County and Reclamation employees. The Concession Contractor will require its employees to wear some type of visual identifier by which they may be identified as employees of the Concession Contractor.

The Concession Contractor shall review the conduct of any of its employees whose action or activities are considered by the Concession Contractor or County to be inconsistent with the proper administration of the area and protection of visitor safety and enjoyment and shall take such lawful actions as are commercially reasonably necessary to correct the situation.

H. CONCESSION CONTRACTOR EMPLOYMENT CONDITIONS

The Concession Contractor shall comply with Applicable Laws relating to employment of workers, nondiscrimination in employment, and providing accessible facilities and services.

The Concession Contractor shall maintain, to the greatest extent possible, a drug-free environment, both in the workplace and in any Concession Contractor employee housing, within the authorized area of operation.

These responsibilities of the Concession Contractor may be exercised through an external agreement with individuals, companies, or agencies qualified to provide such assistance.

I. CONCESSION REVIEW PROGRAM

The Concession Contractor shall be evaluated by County or Reclamation under the Concession Review Program, required per Directive and Standard LND 04-01, and further described in Reclamation's Concession Management Guidelines, Chapter 8. The Concession Management Guidelines identify four separate areas of evaluation for the Concession Review Program: (1) Operation and Facilities Evaluation, (2) Public Health Service Inspection, (3) Safety and Environmental Evaluation, and (4) Contract Compliance Evaluation. Other inspections may be conducted as necessary, based upon County or Reclamation's inspection recommendations.

The Operation and Facilities Evaluation shall be conducted not less than two (2) times per year with at least one evaluation during the operating season. All other evaluations shall be conducted annually or more frequently, if determined by County or Reclamation to be needed. At all times County reserves the right on its behalf and Reclamation's to inspect the site and all facilities. County and Reclamation will be granted ingress and egress to these locations, but County and Reclamation will seek to provide reasonable notice as appropriate.

J. LEGAL VEHICLE USES IN THE CONCESSION AREA

All vehicles owned and used by the Concession Contractor must have current vehicle insurance, license, and registration as required by the State of California and be operated in accordance with all motor vehicle statutes, rules, and regulations.

K. RESERVATION POLICY

If approved as an Authorized Service, reservations shall be accepted for camping, day use, and other services in accordance with the approved reservation policy identified in Exhibit D, Operating Plan. Proposed changes to the approved reservation policy shall be submitted in writing to County for approval prior to implementation. The Concession Contractor may amend the policy, as necessary, with County's prior approval.

SECTION 3 - PROTECTION AND INTERPRETATION OF AREA RESOURCES

A. ENVIRONMENTAL MANAGEMENT OBJECTIVES

The Concession Contractor shall comply with the environmental management objectives identified in the Mid-Pacific Region Environmental Management System policy (www.usbr.gov/recman/env/env-P05.pdf) and Reclamation's "Inspection and Cleaning Manual for Equipment and Vehicles to Prevent the Spread of Invasive Species" (Technical Memorandum #86-68220-07-05), which Concession Contractor may obtain from Reclamation. The manual may also be accessed at: www.usbr.gov/mussels/prevention

Compliance with Reclamation's Mid-Pacific Region Environmental Management System requires, but is not limited to, the incorporation of the following practices into marina operations.

1. Compliance with Applicable Laws

The Concession Contractor, including its employees, agents, and contractors, shall comply with all Applicable Laws pertaining to the protection of the public, employees, and natural and cultural resources within the area of operation.

2. Best Management Practices

The Concession Contractor shall be responsible for incorporating the Best Management Practices into the operations, maintenance, and construction activities occurring in the Concession Area.

- a. The Concession Contractor shall provide training when applicable for all managers, supervisors, and employees regarding Best Management Practices.
- b. Recycling program and other similar environmental activities shall be implemented.
- c. The Concession Contractor's operation, maintenance, acquisition, and purchasing activities will, to the extent practical, promote the use of environmentally preferable products, including materials and supplies with recycled content

3. Pollution Prevention

The operation of the facilities and the provision of services under this Interim Concession Contract shall be performed in a manner that prevents, identifies, and reduces pollution at the source.

- a. The Concession Contractor shall immediately report to County any event that

results in pollution or contamination adversely affecting lands, water, or facilities within the area of operation.

- b. A Concession Contractor may not knowingly allow contamination of lands, water, or facilities within the area of operation including refuse, garbage, sewage effluent, industrial/commercial waste, petroleum products, hazardous materials, containers, or any other pollutants, including, but not limited to, misuse of pesticides.
- c. No waste or by-product which contains any substance in concentrations which may result in harm to fish and wildlife, flora and fauna, water supplies, or human health shall be discharged onto the lands or into the waters of the Federal Estate.
- d. No goods or merchandise which are explosive, toxic, or in any way hazardous shall be kept, stored, or sold except those goods or materials that are customary and appropriate for carrying on routine business.

4. Machinery and Apparatus Operations

Machinery and apparatus shall not be used and operated in such a manner as to damage the lands or waters of the Federal Estate without prior approval in writing by County, and, if applicable, Reclamation.

- a. The Concession Contractor shall be responsible for cleaning of all Concession Contractor earth moving equipment, trailers, vehicles, and other equipment moving from one land site to the Concession Area, prior to arrival, for the prevention and spread of invasive species.
- b. The Concession Contractor shall be responsible for the inspection and cleaning of all Concession Contractor watercraft, vehicles, pumps, trailers, and other equipment moving from one water source to another for the prevention and spread of invasive water species.
- c. Gasoline, oils, and other petroleum products shall be stored, handled, and dispensed in accordance with Federal, state and local laws, regulations, and statutes.

5. Soil Erosion

The Concession Contractor shall be responsible for control of soil erosion in the Concession Area and for provision of prevention measures when such actions are required by Applicable Laws.

6. Environmental Compliance

The Concession Contractor is responsible for accomplishing, either independently or through a third party, all required California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA) and National Historic Preservation Act (NHPA) Section 106 compliance efforts required in connection with new Concession Contractor Improvements proposed by the Concession Contractor or Authorized Services proposed by the Concession Contractor that are not currently being provided by the existing concessionaire and to the extent any such Authorized Services require compliance pursuant to CEQA, NEPA, or NHPA Section 106. Reclamation and County, as the parties responsible for assuring proper CEQA, NEPA and NHPA Section 106 compliance, as applicable, will promptly review all compliance submittals, applications, documents, and other such work product in advance of providing approvals required for the construction of any such new Concession Contractor Improvements or the commencement of any such Authorized Services.

- a. The Concession Contractor is required to pay for all costs related to CEQA, NEPA and NHPA Section 106 compliance efforts, if any, including those performed by County and Reclamation staff.
- b. County will provide cost and time estimates for its CEQA, NEPA, and NHPA Section 106 compliance efforts prior to the Concession Contractor providing compliance submittals, applications, documents, and other such work product.
- c. The Concession Contractor must provide payment of any costs identified in Section 3.A.6.b in advance of the Concession Contractor providing compliance submittals, applications, documents, and other such work product; upon receipt County will deposit payments into a reimbursable account to be drawn upon as charges accrue related to CEQA, NEPA, and NHPA Section 106 compliance efforts.

B. ENVIRONMENTAL DATA, REPORTS, NOTIFICATIONS, AND APPROVALS

1. Inventory of Hazardous Substances and Inventory of Waste Streams

The Concession Contractor shall submit to County, at least annually, an inventory of Federal Occupational Safety and Health Administration (OSHA) designated hazardous chemicals used and stored in the area of operation by the Concession Contractor.

- a. County may prohibit the use of any OSHA hazardous chemical by the Concession Contractor in operations under this Interim Concession Contract.
- b. The Concession Contractor shall obtain County's approval before using any extremely hazardous substance, as defined in the Emergency Planning and Community Right to Know Act of 1986, in operations under this Interim

Concession Contract.

- c. The Concession Contractor shall submit to County, at least annually, an inventory of all waste streams generated by the Concession Contractor under this Interim Concession Contract. Such inventory shall include any reports, manifests, or other documentation required by Applicable Law regarding waste streams.

2. Reports

The Concession Contractor shall submit to County copies of all documents, reports, monitoring data, manifests, and other documentation required under Applicable Laws to be submitted to any regulatory agencies. The Concession Contractor shall also submit to County any environmental plans for which coordination with concession area operations are necessary and appropriate, in accordance with Applicable Laws.

3. Notification of Releases

The Concession Contractor shall give County immediate notification by phone, followed with a written report within 24 hours, of any discharge, release, or threatened release (as these terms are defined by Applicable Laws) within or in the vicinity of the area of operation (whether solid, semisolid, liquid, or gaseous in nature) of any hazardous or toxic substance, material, or waste of any kind, including, without limitation, building materials such as asbestos, or any contaminant, pollutant, petroleum, petroleum product, or petroleum byproduct.

4. Notice of Violation

The Concession Contractor shall similarly notify County of any actual or proposed notice of violation from other regulatory agencies of any Applicable Laws arising out of the activities of the Concession Contractor, its agents, or employees.

5. Communication with Regulatory Agencies

The Concession Contractor shall provide timely written advance notice to County of communications, including without limitation, meetings, audits, inspections, hearings, and other proceedings, between regulatory agencies and the Concession Contractor related to compliance with Applicable Laws concerning operations under this Interim Concession Contract. The Concession Contractor shall provide to County any written materials prepared by the Concession Contractor for regulatory agencies in advance of any such communications, and shall provide copies of written materials received from regulatory agencies within five (5) days of receipt. The Concession Contractor shall allow County to participate in any such communications. The Concession Contractor shall also provide timely written notice to County following any unplanned communications between regulatory agencies and the Concession Contractor.

6. Proposition 65 Warning Signs

The Concession Contractor shall provide Proposition 65 warning signs to the public as applicable. Proposition 65 is a California law titled “Safe Drinking Water and Toxic Enforcement Act of 1986.”

C. CORRECTIVE ACTION

1. The Concession Contractor, at its sole cost and expense, shall promptly control and contain any discharge, release, or threatened release, or any threatened or actual violation, arising in connection with the Concession Contractor’s operations under this Interim Concession Contract, including, but not limited to, payment of any fines or penalties imposed by appropriate agencies. Following the prompt control or containment of any release, discharge, or violation, the Concession Contractor shall take all response actions necessary to remediate the release, discharge, or violation and to protect human health and the environment.
2. Even if not specifically required by Applicable Laws, the Concession Contractor shall comply with directives of County to cleanup or remove any materials, product, or byproducts used, handled, stored, disposed, or transported onto or into the area of operation by the Concession Contractor to ensure that the area of operation remains in good condition.

D. INDEMNIFICATION AND COST RECOVERY FOR ENVIRONMENTAL ACTIVITIES

1. The Concession Contractor’s responsibilities under Section 6.A. shall apply to all losses, claims, damages, environmental injuries, expenses, response costs, allegations, or judgments (including, without limitation, fines, and penalties), and expenses (including, without limitation, attorneys’ fees and experts’ fees) arising out of the activities of the Concession Contractor, its employees, agents, and contractors pursuant to this Section 3. Such indemnification and other responsibilities under Section 6.A. shall survive termination or expiration of this Interim Concession Contract.
2. If the Concession Contractor does not promptly contain and remediate an unauthorized discharge or release arising out of the activities of the Concession Contractor, its employees, agents, and contractors, as set forth in Section 3.C.1, or correct any environmental self-assessment finding of noncompliance, in full compliance with Applicable Laws, County may, in its sole discretion and after notice to the Concession Contractor, take any such action consistent with Applicable Laws as deemed necessary to abate, mitigate, remediate, or otherwise respond to such release or discharge, or take corrective action on the environmental self-assessment finding.
3. The Concession Contractor shall, upon demand, be liable for and shall pay to County

any costs incurred by County associated with any corrective actions undertaken relative to environmental compliance. Nothing in this section shall preclude the Concession Contractor from seeking to recover associated costs from a responsible third party.

4. Any violation of the provisions in Section 3 shall constitute grounds for termination of the Interim Concession Contract or suspension of operations as specified in Section 1.B or 1.C. and shall make the Concession Contractor liable for the cost of full and complete remediation and/or restoration of any Federal resources or facilities that are adversely affected as a result of the violation.

E. PEST MANAGEMENT

1. The Concession Contractor shall be responsible for managing weeds, invasive species, and other pests on all authorized land and in all facilities assigned for their use in conducting operations under the Contract. Plants and animals that are native to the area of operation may not be removed or harmed except with the prior written approval of County. The Concession Contractor shall not allow planting of any non-native vegetation by employees or visitors.
2. The Concession Contractor shall not perform any application of herbicide or pesticide without County approval. The Concession Contractor shall submit to County for approval, a Pesticide Use Proposal at least 30 days in advance of any pesticide application. The Concession Contractor is responsible for complying with all training (Federal, State, and local), operational and licensing requirements as may be pertinent to and required for the application of herbicide or pesticides within the State of California.

F. HAZARDOUS MATERIALS

The Concession Contractor shall maintain health and safety standards and take necessary mitigation and corrective measures to ensure healthy working and living environments in all assigned buildings and improvements. The Concession Contractor shall store, handle, and use hazardous materials in a manner that protects workers from harmful exposure, minimizes the potential for spills and releases, and reduces the use of these materials to diminish the subsequent generation of hazardous waste.

1. Hazardous Material Handling

Hazardous materials shall be handled in accordance with OSHA 29 C.F.R. Parts 1910 and 1926. Examples of hazardous materials requiring special management controls include asbestos, radon, and lead-based paint. The Concession Contractor shall obtain County approval before using poisonous or water-reactive chemicals, Class 1 or Class 2 pesticides, and any other "Toxic" labeled materials. Applications and methods of use shall conform to Applicable Laws.

2. Hazardous Materials-Related Training

The Concession Contractor shall provide training to all employees in accordance with Applicable Laws, including but not limited to 29 C.F.R. 1910.120 (First Responder for Hazardous Materials Incidents) and 29 C.F.R. 1910.1200 (Hazard Communication). The Concession Contractor shall comply with all Applicable Laws pertaining to hazardous materials.

3. Hazardous Waste Minimization and the Use of Environmentally Preferable Products

The Concession Contractor shall attempt to minimize the use of hazardous materials in its operations with the purpose of diminishing the amount of hazardous waste generated over time. The Concession Contractor shall seek to use less toxic materials and products that are environmentally preferable as a general means to minimize hazardous waste. If the Concession Contractor generates more than 100 kilograms per month of hazardous waste, the Concession Contractor must provide County with a Hazardous Waste Minimization Plan. To track any trends for waste generated, the Concession Contractor must provide information on all hazardous waste management (recycling and disposal) to County on a quarterly basis.

4. Hazard Communication

Concession Contractor shall comply with Applicable Laws relating to current hazardous materials communication protocols. The Concession Contractor must comply with the United Nations Global Harmonization System (GHS) for the classification and labeling of chemicals. As part of the GHS, the Concession Contractor is required to train its employees on how to read and interpret GHS-formatted Safety Data Sheets and labels.

G. SOLID WASTE MINIMIZATION

The Concession Contractor shall implement a Recycling Program as referenced in Section 3.I for the purpose of minimizing the solid waste stream in accordance with Applicable Laws. The Concession Contractor shall also, to the extent possible, minimize the solid waste stream that is a product of the operation by exercising Best Management Practices.

H. DRAINAGE AND STORM WATER POLLUTION PREVENTION

1. The Concession Contractor shall implement Best Management Practices to prevent the degradation of water quality in storm water and other runoff from facilities assigned to the Concession Contractor. Erosion controls must be implemented at construction sites with disturbed soils exposed. Vehicle and equipment washing must not be allowed to run off untreated water; oil/water separation must occur prior to discharge. Any improvements to drainage systems must be made in accordance with Applicable Laws.

2. The Concession Contractor shall ensure proper drainage control to protect landscapes, native vegetation, structures, facilities, improvements, and equipment while maintaining natural drainage patterns to the greatest extent possible.

I. RECYCLING AND CONSERVATION

The Concession Contractor will develop a recycling and conservation program for the Concession Area that at a minimum provides for the collection of bottles, cans, and cardboard, to the satisfaction of County. A written program plan will be submitted to County as part of the Operating Plan.

J. WASTEWATER TREATMENT

In the event of a wastewater leak or spill, County will be notified immediately. Facilities and equipment contaminated with sewage as a result of leaks, spills, and sewage system backflow will be thoroughly washed down with water and detergent as appropriate.

K. PROTECTION OF CULTURAL AND ARCHEOLOGICAL RESOURCES

Discoveries of any cultural and archeological resources by the Concession Contractor shall be promptly reported to County. The Concession Contractor shall cease work or other disturbance that may impact any protected site or archeological resource until County grants approval, upon such terms and conditions as County deems necessary, to continue such work or other disturbance.

L. RISK MANAGEMENT

The Concession Contractor shall be committed to provide a safe and healthful environment for all employees and visitors to the Concession Area. Compliance with this clause involves, at a minimum, the incorporation of the following standards into concession area operations.

1. The Concession Contractor shall develop written procedures to identify and correct safety deficiencies and measures to ensure safety awareness and training in hazards recognition.
 - a. The Concession Contractor shall be responsible for procedures to ensure accountability and responsibility of managers, supervisors, and employees with goals and objectives to achieve a safe and healthful environment.
 - b. The Concession Contractor shall have a written safety and health policy that along with safety and health information is available to all permanent and seasonal employees.
 - c. OSHA “right to know” posters (OSHA 2203) shall be distributed to employees or posted in conspicuous locations.
 - d. Supervisors are assigned the responsibility to conduct routine safety inspections of the assigned work areas and job sites. Inspections are conducted as required in Section 2.I Concession Review Program and by the Operating Plan approved by County; all inspection records shall be kept for the term of this Interim Concession Contract.
2. Accident/incident reporting and investigation procedures shall be documented.
 - a. All accidents or incidents occurring within the concession area must be reported to County’s designated point of contact within one (1) hour of occurrence.
 - b. A written report of all accidents or incidents occurring within the concession area must be submitted to County’s point of contact within five (5) business days.
 - c. A summary report listing the total number of accidents occurring and total lost days from injury shall be reported to County annually by December 31.
3. Safety hazards, including but not limited to resource and activity hazards (falling rocks, water hazards, rattlesnakes, rental watercraft, and houseboat operation, etc.), that exist within the concession area must be effectively communicated to concession area visitors and abated as follows:
 - a. Catastrophic and Critical Hazard Deficiencies must be abated immediately. Action plans for a permanent cure shall be developed and implemented within time limits established by County. Abatement methods include correction of the deficiency or other action to reduce risk temporarily to staff and visitors.

- b. Significant Hazard Deficiencies must be abated or action plans developed within time limits established by County. Any such deficiencies must be abated within 15 days or other reasonable time frame as established by the Concession Contractor and approved by County. Abatement methods include correction of the deficiency or other action to reduce risk temporarily to staff and visitors.
 - c. Minor Hazard Deficiencies must be abated or action plans developed within time limits established by County. Any such hazards must be abated within 45 days or a reasonable time frame as established by the Concession Contractor and approved by County. Abatement methods include correction of the deficiency or other action to reduce risk temporarily to staff and visitors.
4. If abatement of any deficiency cannot be achieved within the established timeframe required by County, the facility or service may be suspended until such time as the deficiency is corrected, or County may take appropriate action to abate the hazard and be reimbursed by the Concession Contractor. Either action by County to suspend a facility or service or to abate a hazard shall be with prior written notice to the Concession Contractor.
5. Concession Contractors' food services will comply with Federal, State, and local food handling and sanitation laws, rules, and regulations.
6. Within 60 days of execution of this Interim Concession Contract, the Concession Contractor shall develop a written emergency action plan that identifies occurrences that will require specific procedures to be followed in the interest of life safety and property protection. The emergency action plan shall be provided to County for approval, and once approved, shall be executed as written.
 - a. Emergency action procedures shall be provided for probable occurrences relative to the Concession Area (e.g., earthquakes, floods, fires, bomb threats, and hazardous material spills or releases).
 - b. Implementation of emergency action plans shall be coordinated with County.
 - c. Emergency action plans shall be reviewed and updated annually by the Concession Contractor.
 - d. Concession Contractor employees must be familiar with all emergency action plan procedures and with their individual responsibilities for implementation and reporting.
7. The Concession Contractor shall be evaluated, based on compliance with these standards, in accordance with the Concession Review Program referenced in Section 2.I.

SECTION 4 - LAND AND FACILITIES USED IN OPERATION

A. AUTHORIZATION TO USE THE CONCESSION AREA

1. County hereby authorizes the Concession Contractor to use the following lands and facilities for the purposes of this Interim Concession Contract:
 - a. The Concession Area lands and waters lying within the Federal Estate as described in Exhibit A.
 - b. There are no remaining Concession Contractor Improvements located at the Concession Area as of the effective date of this Interim Concession Contract.
 - c. There are currently Government furnished Improvements and Personal Property authorized for use by the Concession Contractor located in the Concession Area as of the effective date of this Interim Concession Contract. The existing Government furnished Improvements and Personal Property located at the Concession Area as of the effective date of this Interim Concession Contract shall be listed in Exhibit B.
 - d. All Government furnished Improvements and Personal Property shall remain the property of County and shall not be altered, removed, or disposed of without written approval from County. Additional requirements for the use, operation, and maintenance of Government furnished Improvements and Personal Property are set forth in Exhibits D and E.
2. County shall have the right, at any time, to enter upon the lands used by the Concession Contractor for any purpose deemed reasonably necessary for the administration of County lands or County's implementation of this Concession Contract.

B. RESCISSIONS OF CONCESSION AREA OR FACILITY AUTHORIZATIONS

At any time during the term of this Interim Concession Contract, County may rescind its authorizations made under subsection 4.A for all or any portions of the Concession Area and for any County owned Fixed Assets authorized, if any of the following conditions apply:

1. The rescission is necessary for project purposes, for compliance with Applicable Laws, for the purpose of conserving, preserving, or protecting area of operation resources, or for visitor enjoyment or safety;
2. The operations utilizing the Concession Area, or any portion thereof, or any County or Reclamation owned Fixed Assets have been suspended by County under Section 1 of this Interim Contract; or

3. County and Concession Contractor improvements or Concession Area, or portions thereof, are no longer necessary for the concession operation.

C. CONCESSION CONTRACTOR PERSONAL PROPERTY

The Concession Contractor shall provide and maintain in good condition all Personal Property, including but not limited to, removable equipment, vehicles, vessels, furniture, inventory, and goods necessary for its operations under this Interim Concession Contract. Concession Contractor shall not be entitled to any reimbursement or other means of compensation for such Personal Property. All Concession Contractor Personal Property present on the Federal Estate must be removed by the Concession Contractor in accordance with Section 4.D of this contract

D. DISPOSITION OF CONCESSION CONTRACTOR IMPROVEMENTS

1. All Concession Contractor Improvements within the concession areas shall be considered the property of the Concession Contractor, with any such improvements subject to disposition under the terms of this Contract.
 - a. All Concession Contractor Improvements and Concession Contractor Personal Property shall be removed at the Concession Contractor's expense upon termination or expiration of this Interim Concession Contract.
 - b. Any permanent additions or modifications to the Concession Contractor Improvements approved by County shall likewise be considered the property of the Concession Contractor and removed under the terms of this Interim Concession Contract.

E. CONDITION OF CONCESSION AREA UPON CONTRACT CLOSEOUT

1. On or before the expiration or termination date of the Interim Concession Contract, the Concession Contractor shall remove all Concession Contractor Improvements and Concession Contractor Personal Property as per Section 4.D, and shall leave the portions of the Concession Area which it formerly accessed, used or occupied in a clean, safe, and orderly condition to the reasonable satisfaction of County.
2. County will conduct a walk-through, with the Concession Contractor present, prior to the final 14 days of the Interim Concession Contract to determine the condition of the Concession Area. County will establish a punch list of items to be performed by the Concession Contractor prior to expiration or termination.
3. In the event the Concession Contractor fails to perform the tasks identified in the punch list, the Concession Contractor shall be responsible for reimbursement to County for the clean-up and/or repair of those items.

4. For the purposes of this Interim Concession Contract, a “clean, safe, and orderly condition” means that the Concession Contractor has:
 - a. removed all hazardous materials and/or contaminated soils, debris, trash, rubbish, and litter generated by the Concession Contractor during the term of this Concession Contract.
 - b. disposed of all hazardous materials and/or contaminated soil, debris, trash, rubbish, and litter generated by the Concession Contractor during the term of this Concession Contract.
 - c. repaired areas of erosion caused by concession activities during the term of this Concession Contract.
 - d. removed all debris, wood, rubbish, litter, and any other matter relating to the Concession Contractor Improvements and Personal Property generated during the term of this Concession Contract.

F. UTILITIES

The Concession Contractor shall provide all utilities at its expense to perform the Required and Authorized services during this Interim Concession Contract, unless otherwise specified in this Interim Concession Contract.

G. MAINTENANCE PLAN AND MAINTENANCE OBLIGATION

The Concession Contractor shall be solely responsible for the physical maintenance, repairs, housekeeping, grounds keeping, and landscaping of the Concession Area and Concession Contractor Improvements, as well as any authorized County or Reclamation Fixed Assets, to the satisfaction of County.

For these purposes, the Concession Contractor shall undertake appropriate inspections and shall establish and revise, as necessary, a Maintenance Plan consisting of specific maintenance requirements that shall be adhered to by the Concession Contractor. The initial Maintenance Plan is set forth in Exhibit E. The Maintenance Plan shall be updated annually and submitted to County by October 1 of each successive year for approval. County may make reasonable modifications to the Maintenance Plan from time to time after consultation with the Concession Contractor. Such modifications shall be in furtherance of the purposes of this Interim Concession Contract and shall not be inconsistent with the terms and conditions of this contract.

H. ANIMALS

The Concession Contractor is allowed to accommodate clients and visitors with domestic pets in accordance with Applicable Laws. To protect the health and safety of the animals,

employees, and the public, domestic pets will not be allowed to freely roam the Concession Area or elsewhere within the Federal Estate. The Concession Contractor shall be responsible to inform clients and visitors of Applicable Laws regarding domestic pets and shall ensure that pet waste is promptly and properly disposed.

I. CONSTRUCTION, ALTERATION, OR REPAIR OF CONCESSION CONTRACTOR IMPROVEMENTS

The Concession Contractor may construct or install upon lands assigned to the Concession Contractor under this Concession Contract only those Concession Contractor Improvements that are determined by County and Reclamation to be necessary and appropriate for the conduct by the Concession Contractor of the services required under this Concession Contract. Construction or installation of Concession Contractor Improvements and associated expenditures may occur only after the written approval by County of their location, plans, and specifications. County may prescribe the form and content of the application and the procedures for such approvals. The desirability of any project, as well as the location, plans, and specifications thereof, will be reviewed in accordance with Applicable Laws. The Concession Contractor may not remove, dismantle, or demolish Concession Contractor Improvements without the prior approval of County.

Any salvage resulting from the authorized removal, severance, or demolition of Concession Contractor Improvements remains the property of the Concession Contractor; however any salvage resulting from the removal, severance, or demolition of Concession Contractor Improvements that have been abandoned by the Concession Contractor shall become the property of the United States.

In the event that a Concession Contractor Improvement is removed, abandoned, demolished, or substantially destroyed and no other improvement is constructed on the site, the Concession Contractor, at its expense, shall promptly, upon the request of County, restore the site as nearly as reasonably practicable to its original condition.

SECTION 5 – FEES AND BENEFITS

A. FRANCHISE FEES

The Franchise Fees due will be three percent (3%) of Gross Revenues for the term of this Interim Concession Contract. The Franchise Fee shall be remitted in a timely fashion as designated in Section B.1. below.

B. PAYMENTS DUE

1. The Franchise Fee and associated financial report shall be due on a quarterly basis, 30 days after the end of each quarter (Quarter 1: January – March; Quarter 2: April – June; Quarter 3: July – September; Quarter 4: October – December). Payments received from the Concession Contractor more than 30 days after the last day of each quarter will be overdue and subject to interest and penalties per Section 5.C below.
2. In the event of termination, bankruptcy, or expiration of this Interim Concession Contract, overpayments will first be credited against any money due and owing the Government, and the remainder, if any, will be returned to the Concession Contractor.
3. The Concession Contractor shall mail all payments and reports directly to the following address:

Napa County
Lake Berryessa Concession Manager
1195 Third Street, Suite 101
Napa, CA 94559
leigh.sears@countyofnapa.org

C. INTEREST AND PENALTY

Lessee shall be charged forty-five dollars (\$45.00) for any check returned by the bank for insufficient funds or account not existing. Any rental payment not received within ten (10) days of its due date shall carry an additional charge of one and one-half percent (1.5%) as a late penalty fee.

An interest charge will be assessed on overdue payments. In the event any amounts payable by Concession Contractor hereunder shall not be paid on the due date thereof, Lessee shall pay to County as additional Franchise Fees, an interest charge of two percent (2%) of the amount due for each full calendar month of delinquency, computed as simple interest. No interest shall be charged until payment is thirty (30) days overdue, but any such interest assessed thereafter shall be computed from the due date.

D. FINANCIAL REPORTING

The Concession Contractor shall maintain a financial accounting system under which its accounts can be readily identified with its system of accounts classification. Such an accounting system shall provide the financial reports required by this Interim Concession Contract.

If the Concession Contractor fails to submit quarterly Franchise Fee payments or financial reports within 60 days of quarter end, an estimate of revenue due to County will be developed and a bill for collection will be sent to the Concession Contractor. Should the Concession Contractor fail to make full payment within 90 days from the due date specified in this Interim Concession Contract, Concession Contractor will be considered late and in material breach of this Interim Concession Contract. Failure to cure this breach within the time specified in Section 1.D. may be cause for termination of this Interim Concession Contract.

SECTION 6 - INDEMNIFICATION AND INSURANCE

A. INDEMNIFICATION

The Concession Contractor agrees to assume liability for and does hereby agree to save, hold harmless, protect, defend, and indemnify the County and the United States of America, their officers, agents, and employees from and against any and all liabilities, obligations, losses, damages or judgments, including but not limited to, penalties and fines, claims, actions, suits, costs and expenses (including but not limited to, attorneys' fees and experts' fees) of any kind and nature whatsoever on account of fire or other peril, bodily injury, death or property damage, or claims for bodily injury, death or property damage of any nature whatsoever, and by whomsoever made, in any way connected with or arising out of the activities of the Concession Contractor, its employees, agents, subcontractors, or contractors under this Interim Concession Contract. This indemnification shall survive the termination, bankruptcy, or expiration of this Interim Concession Contract.

B. INSURANCE IN GENERAL

1. Upon execution of this Interim Concession Contract the Concession Contractor shall have provided County with proof of insurance in accordance with subsections 6.C, 6.D, and 6.E, and shall thereafter maintain all insurance policies in effect on the date of execution of the Interim Concession Contract for the duration of the Contract term. Any policy changes, except for an increase in coverage amounts, shall be made only with advance approval by County.
2. County will not be responsible for any omissions or inadequacies of insurance coverage and amounts in the event the insurance purchased by the Concession Contractor proves to be inadequate or otherwise insufficient for any reason whatsoever.

C. CERTIFICATE OF INSURANCE AND CERTIFICATE OF ENDORSEMENT

Upon execution of the Interim Concession Contract and whenever necessary to ensure County has the continuously effective certificates and endorsements throughout the term of this Agreement, the Concession Contractor shall provide County with a Certificate of Insurance and Endorsement that accurately details the conditions of the policy as evidence of compliance with this Section. The Concession Contractor shall provide County immediate written notice of any material change in the Concession Contractor's insurance program hereunder, including without limitation, cancellation of any required insurance coverage. County and the United States will be "Additional Named Insured" on all insurance policies.

D. COMMERCIAL PUBLIC LIABILITY

The Concession Contractor shall provide commercial general liability insurance against

claims arising out of or resulting from the acts or omissions of the Concession Contractor or its employees, agents or contractors, in carrying out the activities and operations required or authorized under this Interim Concession Contract. This insurance shall be in the amount commensurate with the degree of risk and the scope and size of the activities required or authorized under this Interim Concession Contract. All liability policies shall specify that the insurance company shall have no right of subrogation against the County or the United States of America and shall provide that the County and the United States of America are named an additional insured.

E. PROPERTY INSURANCE

1. In the event of loss, damage, or destruction, the Concession Contractor may be required to repair or replace those Concession Contractor Improvements and Personal Property owned or utilized by the Concession Contractor in the performance of the Concession Contractor's obligations under this Interim Concession Contract, as directed by County. If required by County, such repair or replacement shall be required whether covered in whole, in part, or not covered by insurance. If replacement is required, and not completed, the Concession Contractor will be in breach of this Interim Concession Contract. Absent written approval from County prior to the expenditure of insurance proceeds, insurance proceeds must be utilized to restore the Concession area.
2. For this purpose, the Concession Contractor shall maintain commercial property insurance to provide fire and extended insurance coverage for full replacement cost of Concession Contractor Improvements and Personal Property owned by the Concession Contractor, and for authorized Fixed Assets.
3. Commercial property insurance shall provide for the Concession Contractor, Reclamation, and County to be named insured as their interests may appear.
4. In the event of loss, damage, or destruction the Concession Contractor shall declare to County and may be required to use all proceeds of such insurance to repair, rebuild, restore, or replace Concession Contractor Improvements and Personal Property owned by the Concession Contractor utilized in the Concession Contractor's operations as directed by County.
5. The Concession Contractor shall not be relieved of its obligations to provide Required Services and existing Authorized Services due to loss, damage, or destruction of Concession Contractor Improvements and Personal Property owned by the Concession Contractor, and authorized Fixed Assets because insurance proceeds are not sufficient to compensate for the loss.

SECTION 7 - ACCOUNTING RECORDS AND REPORTS

A. ANNUAL FINANCIAL REPORTS AND ACCOUNTING SYSTEM

The Concession Contractor shall maintain a financial accounting system under which its accounts can be readily identified with its system of accounts classification. The accounting system shall be capable of providing the information reasonably necessary to calculate and determine Gross Revenues on a quarterly basis for the term of this Interim Concession Contract. The accounting system shall also be capable of producing detailed profit and loss statements on a quarterly basis.

The Concession Contractor shall follow Generally Accepted Accounting Principles in recording financial transactions and in reporting results to County. Additionally, the accounting system shall include the following:

1. Systematic internal controls and recording by kind of business the gross receipts derived from all sources of business conducted under this authorization. Receipts should be recorded daily, and if possible, deposited into a bank account without reduction by disbursements. Receipt entries shall be supported by source documents such as cash register tapes, sale invoices, rental records, and cash accounts from other sources.
2. A permanent record of investments in facilities including a depreciation schedule and current source documents for acquisition costs of capital items.
3. The holder shall retain the above records and keep them available for audit for five (5) years after the end of the year involved.

B. REPORTS

The Concession Contractor shall submit to the County a visitor use report, a detailed profit and loss statement, and a financial report calculating Gross Revenues, all on a quarterly basis for the term of this Interim Concession Contract. The Concession Contractor must use the accrual accounting method. The Concession Contractor's financial reports may be prepared and submitted without a review or audit opinion of a licensed certified public accountant (CPA), unless otherwise directed by County or required by law.

The County will provide sample reports showing the level of detail necessary for Concession Contractor's reports to comply with this Section.

SECTION 8 – GENERAL PROVISIONS

A. ACCESS TO RECORDS

For the purpose of administering this Interim Concession Contract (including ascertaining that fees paid were correct and evaluating the propriety of the fee base), the Concession Contractor agrees to make all of the concession-related business records and supporting documents available for analysis by qualified representatives of County. Records so obtained shall be treated as confidential to the extent allowable by Applicable Laws.

B. PUBLIC RELEASE OF INFORMATION

Information submitted to County by the Concession Contractor pursuant to this Interim Concession Contract is subject to public release by County to the extent provided by Applicable Laws.

C. SUB-CONCESSIONS

No Concessions Subcontracting shall be permitted unless approved in writing by the County Executive Officer or designee. Any sub-concession must meet the terms and conditions of this Interim Concession Contract.

D. PAYMENT OF TAXES

All taxes or assessments of any nature that may be lawfully imposed by the United States Government or by any State or its political subdivisions upon the property or business of the Concession Contractor shall be paid promptly by the Concession Contractor.

E. POLITICAL INFLUENCE AND CONFLICT OF INTEREST

No member or employee of the judicial, legislative, or executive branches of the United States Government shall be admitted to any share or part of this Interim Concession Contract or to any benefit that may arise from this Interim Concession Contract, but this restriction shall not be construed to extend to this Interim Concession Contract if it is made with a corporation or company for its general benefit.

F. DEBARMENT AND SUSPENSION

This Interim Concession Contract is subject to the provisions of 43 C.F.R. Subtitles A and B including 43 C.F.R. 12.913, concerning non-procurement debarment and suspension. County may recommend that the Concession Contractor be debarred or suspended in accordance with the requirements and procedures described in those regulations as they are in effect now or may be revised in the future.

G. AMENDMENTS

This Interim Concession Contract contains the sole and entire agreement of the parties. No oral representations of any nature form the basis of or may amend this Interim Concession Contract. This Interim Concession Contract may be amended only by mutual agreement approved by the Board of Supervisors.

H. THIRD PARTIES

This Interim Concession Contract does not grant rights or benefits of any nature to any third party.

I. WAIVERS

A waiver of any term of this Interim Concession Contract or the waiver of any breach of any of the terms of this Interim Concession Contract shall not be deemed a waiver or elimination of such terms or of any subsequent breach of the same type or of any other term of the Interim Concession Contract. The subsequent acceptance of any payment of money or other performance required by this Interim Concession Contract shall not be deemed to be a waiver of any preceding breach of any term of the Interim Concession Contract.

J. CORRUPTION AND FRAUD

Claims against County or the United State of America (to the extent subject to 28 United States Code (U.S.C.) 2514) arising from this Interim Concession Contract shall be forfeited to County by any person who corruptly practices or attempts to practice any fraud against the County or United States in the proof, statement, establishment, or allowance thereof within the meaning of 28 U.S.C. 2514.

K. SIGNS

The installation of any new signs must meet County and Reclamation sign requirements and be approved in advance by County in writing. County may require the removal or replacement of any existing signs. Posting of any signage that indicates or advertises the personal property of others "For Sale" is strictly prohibited on the Federal Estate.

L. ANTI-DEFICIENCY

The expenditure or advance of any money or the performance of any obligation of the County under this contract shall be contingent upon appropriation or allotment of funds. Absence of appropriation or allotment of funds shall not relieve the Concession Contractor

from any obligations under this contract. No liability shall accrue to the County in case funds are not appropriated or allotted.

M. LAWS SUBJECT TO CHANGE

Applicable Laws, including Reclamation Directives and Standards, and the Napa County Code, are subject to change over the term of this contract. County and the Concession Contractor shall conform their actions to any changes as they occur.

N. REQUIRED REPORTS, DOCUMENTS, AND DATA

The Concession Contractor shall supply to County all reports, documents, and data required by this Interim Concession Contract. The Concession Contractor shall provide recreation use data as requested by Reclamation.

O. CORRESPONDENCE PROCEDURES

All correspondence and notices required by this Interim Concession Contract shall be in writing and shall be served on the parties at the following addresses. The mailing of a notice by registered or certified mail, return receipt requested, shall be sufficient service. Notices sent to County and the Concession Contractor shall be sent to the following addresses:

County:	Napa County Executive Office
Site name:	Spanish Flat Recreation Area
Address:	1195 Third Street, Suite 310 Napa, CA 95449
Attention:	Lake Berryessa Concession Manager
Concession Contractor:	Spanish Flat Campground, LLC
Address:	4290 Knoxville Berryessa Road Napa, CA 94558 (707) 339-5089 tbighorsejones@gmail.com
Attention:	Tiffany Jones

A party may modify the address or addressee by providing the other party with notice via registered or certified mail, return receipt requested, at least 14 days prior to the effective date of the proposed change. A copy of communications to the County should be emailed to leigh.sears@countyofnapa.org.

P. SEVERABILITY

Each provision of this Contract shall be interpreted in such a manner as to be valid under Applicable Laws, but if any provision of this Contract shall be deemed or determined by competent authority to be invalid or prohibited hereunder, such provision shall be ineffective and void only to the extent of such invalidity or prohibition, but shall not be deemed ineffective or invalid as to the remainder of such provision or any other remaining provisions, or of the use authorization as a whole.

Q. EXHIBITS

The following exhibits are attached hereto and incorporated by reference herein:

Exhibit A	Authorized Area of Operation
Exhibit B	Concession Services and Government Furnished Property
Exhibit C	[reserved]
Exhibit D	Operating Plan
Exhibit E	Maintenance Plan

R. INTERPRETATION

The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

S. VENUE

This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

T. RECLAMATION RIGHTS

This Interim Concession Contract is subject to the rights of Reclamation and its agents to use the Federal Estate for Solano Project purposes.

U. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement. This Agreement may be executed by facsimile or electronic (.pdf) signature and a facsimile or electronic (.pdf) signature shall constitute an original for all purposes.

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

SPANISH FLAT CAMPGROUND, LLC

By _____
TIFFANY JONES, Owner & Operator

NAPA COUNTY, a political subdivision of
the State of California

By _____
BELIA RAMOS, Chair
Napa County Board of Supervisors

APPROVED AS TO FORM Office of County Counsel By: <u>Thomas C. Zeleny</u> Chief Deputy County Counsel Date: <u>October 3, 2023</u>	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____
---	--	--

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

SPANISH FLAT CAMPGROUND, LLC

By

TIFFANY JONES, [TITLE] OWNER: OPERATOR

NAPA COUNTY, a political subdivision of
the State of California

By

BELIA RAMOS, Chair
Napa County Board of Supervisors

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: <u>Thomas C. Zeleny</u> Chief Deputy County Counsel Date: <u>October 3, 2023</u>	Date: _____ Processed By: Deputy Clerk of the Board	By: _____

Exhibit A

AREA OF OPERATION AND ASSIGNED LAND

A. LEGAL DESCRIPTION OF AREA OF OPERATION

The following legal description describes the Concession Area, the area within the Federal Estate where the Concession Contractor is authorized to conduct business under this Interim Concession Contract. The Concession Contractor is not permitted to conduct any aspects of its business (except the provision of authorized tours, transportation, or other activities specifically authorized in writing by the County) on any other portion of the Federal Estate outside these described boundaries.

Spanish Flat Recreation Area (formerly known as Spanish Flat Resort and Foothill Pines):

Beginning at a point on the westerly boundary of the land acquired by the United States of America for Monticello Reservoir, now known as Lake Berryessa, said point is North 59° 38' East 1,434.8 feet from the northwest corner of Section Twenty (20), township Eight (8) North, Range Three (3) West, Mount Diablo Meridian; running thence from said point of beginning North 22° 46' West along said westerly boundary 200.0 feet; thence leaving said boundary North 67° ____' East 600.00 feet; thence North 88° 30' West 730 feet to the first crossing of elevation 350 feet; thence southerly along the 350 feet contour to a point that is South 56° 00' East 1,400.0 feet and South 78° 25' East 400.0 feet, more or less, from the intersection of the northerly boundary of Section Twenty nine (29), township Eight (8) North, Range Three (3) West of the mount Diablo Meridian with the westerly boundary of said land of the United States of America; thence North 56° 00' West 1,400.0 feet; thence North 78° 15' West 400.0 feet more or less to the aforesaid intersection of the northerly boundary of Section 29 with the westerly boundary of said land of the United States of America; said intersection is North 89° 55' East 2,959.5 feet from the northwest corner of said Section 29; thence along the aforesaid westerly boundary of land of the United States of America as follows: North 12° 39' West 1,649.7 feet, North 27° 43' West 3,103.5 feet, North ____° 56' East 527.1 feet; South _60° 37' East 1,090.3 feet; North 61° 44' East 75.6 feet and North 28° 15' West 1,742.7 feet to the point of beginning.

B. MAPS OF ASSIGNED LAND

The lands legally described above are authorized for the use of the Concession Contractor, and the boundaries are illustrated on the following map(s). The boundaries displayed on the following pages are approximate boundaries based upon the preceding legal description.

Spanish Flat Recreation Area - Lake Berryessa, California



Exhibit B

Concession Services and Government Furnished Improvements and Personal Property

A. REQUIRED AND AUTHORIZED SERVICES

During the term of this Interim Concession Contract, the County requires the Concession Contractor to provide the services listed as "Required" as shown in the tables below. Those services listed as "Authorized" in the tables below are not required, but may be provided with prior approval by County.

In providing the Required and Authorized Services the Concession Contractor may utilize the Government furnished Improvements and Personal Property listed in Part B of this Exhibit in accordance with the Interim Concession Contract.

Spanish Flat			
Service/ Facility	Required Services/ Facilities	Authorized Services/ Facilities	Total
Tent Only Campsites (1 vehicle, 4 people)	10 (2 will be accessible)	10	20
Standard Campsite (2 vehicles, 8 people)	45 (3 will be accessible)	50	95
Group Camping (8 sites for 64 people, 16 vehicles)	0	1	1
Campground Chemical Toilets	11 (4 will be accessible)	12 *	23
Day Use Chemical Toilets	3 (1 will be accessible)	4 *	
Day Use Picnic Sites	10 (2 will be accessible)	20	

Spanish Flat			
Service/ Facility	Required Services/ Facilities	Authorized Services/ Facilities	Total
Day Use Single Vehicle Parking Spaces	10 (2 will be accessible)	20	30
Retail Sales of Bottled Water	Yes		
Retail Sales of Firewood	No	Yes	
Retail Sales of groceries, boating supplies, fishing supplies, camping supplies, sundries, souvenirs	No	Yes	
Lake access area for launching car- top boats, personal watercraft and paddle craft	Yes	No	1
Boat Launch Ramp	No	Yes, 2 Lanes	1
Courtesy Dock		Yes, 1 dock	1
Truck and Trailer Parking Spaces	0	20	20
Entrance Station	1	0	1

Spanish Flat			
Service/ Facility	Required Services/ Facilities	Authorized Services/ Facilities	Total
Chemical Toilets and Service	Yes	Yes	
Hand Wash Stations and Service	Yes	Yes	
Vault Toilets Cleaning and Maintenance	Yes,	Yes	
Trash Cans	Yes	Yes	
Garbage Dumpsters and Service	Yes	Yes	
Recycle Containers	Yes	Yes	
Pumping of Recl. vault toilets	By Reclamation	Yes	
Staffing	Yes		
Security	Yes		
Electric and Street Lights	Yes		
Fuel Sales	No	Yes	
Temporary Wet Slips	No	Yes	
Boat Rentals	No	Yes	
Reservation Service	No	Yes	
Shower Units	No	Yes	
5 MPH Buoys	4 (2 at each cove)		4
Operation and maintenance of Recl. RV Dump Station	Yes	Yes	

*Chemical toilets, Hand Wash Stations, and Trash Cans - Based on the International Plumbing Code which requires one toilet and one urinal for every 40 men and two toilets for every 40 women, the Concession Contractor is required to disperse chemical toilets

throughout the facility. Each cluster of chemical toilets is required to have an ADA-accessible chemical toilet, a hand wash station, and a trash can. For 55 sites (4 ADA), 11 chemical toilets are required depending on the final layout of the campgrounds.

B. GOVERNMENT FURNISHED IMPROVEMENTS AND PERSONAL PROPERTY

Government furnished Improvements and Personal Property that are temporarily assigned to the Concession Contractor for the purposes of this Interim Concession Contract are listed in the table below. Government furnished Improvements and Personal Property may not be removed from the Concession Area.

Government-Furnished Improvements and Personal Property	Number of Items:	Condition:
Concrete Vault Toilets	2	Fair
Telephone poles and PG&E meters, connections	1	Fair
Safety Fencing	100 feet	Fair
T-Post/welded wire	100 feet	Fair
Gates	2	Poor
Entrance Booth	1	Poor
Signs	10	Poor
Entrance sign	1	Poor
Picnic tables	65	Poor
BBQ/Fire Pits	65	Poor
5 MPH Buoys, Anchors, Cable	4	Good
Light (on pole, illuminating entrance area)	1	Good
Stihl Weed Eater	1	Good
Stihl Head Unit & Attachments (Pole Saw, Hedger, Weed Eater)	1	Good
Stihl Chainsaw MS 194T	1	Good
Stihl Chainsaw MS 250	1	Good
Stihl Chainsaw MS 362C	1	Good
Craftsman Walk-Behind Weed Eater	1	Good
Kobalt Work Bench (9 Drawer)	1	Good
Kobalt Combo Kit	1	Good
Dewalt Combo Kit (Drill, Impact Wrench, Sawzall, Grinder, Circular Saw, 2 Batteries, Charger)	1	Good
Generac Generator	1	Good

Government-Furnished Improvements and Personal Property	Number of Items:	Condition:
Stihl Backpack Blower	1	Good
2008 Ford Pickup	1	Good
2003 GMC 1-Ton w/ water spray system	1	Good
2022 John Deere Gator	1	Good
2007 Kubota ATV	1	Good
Extra Set Kubota Rims and Tires	1	Good
Connex Storage Container	1	Good
Trash Bins	5	Good
Recycling Bins	5	Good
Ice Machine	1	Good
Dog Stations	5	Good
Launch Pads – Wires and Cables	1	Good
Tuff Shed Gate House	1	Good
New Dock, Gangway, Cleats and Attachments	N/A	Good

EXHIBIT C

[reserved – not used]

Exhibit D

CONCESSION AREA OPERATING PLAN

A. INTRODUCTION

1. This Operating Plan between Spanish Flat Campground, LLC (hereinafter referred to as the Concession Contractor and Napa County (hereinafter referred to as "County") shall serve as a document attached to the Interim Concession Contract (hereinafter referred to as the "Contract") and is considered a part of that Contract. The Operating Plan delineates and specifies the operating responsibilities of the Concession Contractor and County with regard to those lands and facilities within the Spanish Flat Recreation Area (Concession Area) which will be utilized for the purposes authorized by the Contract.
2. In the event of any apparent conflict between the terms of the Contract and this Operating Plan, the terms of the Contract, including its designations and amendments, shall prevail.
3. This Operating Plan shall be the operating document for the term of this Contract unless amended with County's approval. Necessary revisions shall be submitted in writing for County's review by the Concession Contractor annually due on October 1 by County and the Concession Contractor. All revisions must be approved in advance by County. County reserves the right to make periodic revisions to this Operating Plan with advance written notice to the Concession Contractor.

B. MANAGEMENT, ORGANIZATION, AND RESPONSIBILITIES

1. CONCESSION CONTRACTOR

- a. The Concession Contractor will direct the concession operation. The Concession Contractor will employ a General Manager to carry out the policies and directives of Reclamation and County as well as those of the Concession Contractor in the operation of the Required and Authorized concession facilities and services at the concession area. To achieve an effective working relationship between the Concession Contractor and County, the Concession Contractor shall designate the onsite manager and qualified alternate(s) who have full authority to act as a liaison in all concession matters related to the Concession Area.
- b. The onsite manager or qualified alternate(s) shall be available for contact by County during the established hours of operation (duty hours), and available by telephone during off-duty hours. If for unusual circumstances the onsite manager/alternate will be absent from the concession areas for more than 24 hours, an alternate point of contact shall be established and County notified.

- c. The Concession Contractor will employ a staff with the expertise to operate all services required and authorized under the Contract. The concession contractor will hire a sufficient number of employees to ensure satisfactory services during off-season and shoulder seasons, as well as peak seasons.
- d. The Concession Contractor will pay or cause to be paid all taxes and assessments levied or assessed upon the possession, use, or occupancy of the premises. The Concession Contractor is liable for prompt payments to all vendors and other entities for monies owed, and shall maintain its accounts in good standing.

2. COUNTY

- a. The County is responsible for the total area operation, including the concession operations. The Lake Berryessa Concession Manager (“Contracting Officer” or “Area Manager”) carries out the policies and directives of County, including oversight of the Concession Contractor’s operations. Through staff representatives, the Area Manager reviews, supervises, and coordinates concession activities, including monitoring contract compliance.
- b. Monitoring contract compliance includes evaluating all concession operations and services and reviewing and authorizing all rates, maintenance of and improvements to facilities, and construction.
- c. The Area Manager will provide a current personnel list to the Concession Contractor with all appropriate points of contact.

C. CONCESSION OPERATIONS (SEASON AND HOURS OF OPERATION)

The Concession Contractor will provide the Required and Authorized Services for the area visitors with regular hours of operation approved by County. The following minimum hours of operation and months of operation shall remain in effect and be adhered to unless changes are requested in writing and approved by County. Hours and months of operation shown represent the posted opening and closing times for public services. The Concession Contractor is expected to provide staffing and support services beyond this schedule in order to operate and maintain the concession area and provide the Required and Authorized services and meet standards identified in the Contract. County may direct occasional changes to this schedule in the interest of visitor services. The Area Manager will give reasonable notice of any changes that County may initiate.

Spanish Flat Recreation Area	Season/Months	Operation/Hours
Overnight Camping and Day Use	Peak Season May 1 – Labor Day	Mon-Thu 8:00 a.m. to 5:00 p.m. Fri-Sat 8:00 a.m. to 10:00 p.m. Sun 8:00 a.m. to 7:00 p.m. Sun Peak Season - 8:00 a.m. to 9:00 p.m.
Overnight Camping and Day Use	Off Season Labor Day – April 30	Gate open Mon-Sun 8:00 a.m. to 4:30 p.m. and may extend time as needed Iron ranger with Self Pay Station

D. STANDARDS OF OPERATIONS

1. Concession Contractor shall manage and operate the Concession Contractor Improvements, accommodations, facilities, conveniences, utilities, landscaping, and visitor services in accordance with the Interim Concession Contract and this Operating Plan to such an extent and in a manner considered satisfactory by County.
2. The operation of Concession Contractor Improvements, accommodations, facilities, conveniences, utilities, landscaping, and visitor services required and authorized by the contract will conform to the evaluation standards set forth in the Contract, especially the Reclamation Concession Review Program described in Section 2.I, the Reclamation Concession Management Guidelines Chapter 8, and this Operating Plan, Section D.3. The Concession Contractor must adhere to all Applicable Laws in its operation of the concession area, including 43 Code of Federal Regulations (C.F.R.) Part 423 Public Conduct on Bureau of Reclamation Facilities, Lands, and Waterbodies.
3. Concession Review Program

- a. The Concession Contractor will manage operations and services to ensure visitor safety, the protection of resources, compliance with public health requirements and to provide satisfactory services for the area visitors within the concession area. The operation of facilities and services required and authorized by the Contract will conform to the evaluation standards set forth in the Concession Review Program described in Section 2.I of the Contract, and the current Reclamation Concession Management Guidelines, Chapter 8.
- b. County will conduct performance evaluations that address operations, facilities, health, safety, and all other performance requirements stipulated in the concession contract. The following chart sets forth the evaluation schedule. These performance evaluations will be in accordance with standards set forth in the Concession Review Program as described in subsection D.3.a above.

Evaluation Schedule

Evaluation	Operation and Facility Evaluations	Public Health Service Inspections	Safety and Environmental Evaluations	Contract Compliance
Frequency	Semiannual	Semiannual	Annual	Annual

- c. The Concession Contractor will meet with County area officials to prioritize and schedule the correction of deficiencies and the implementation of improvement programs resulting from these inspections. The Concession Contractor will be responsible for correcting deficiencies and developing abatement plans within the dates assigned by the Area Manager. County has final determination of dates and established time frames for correction of deficiencies. Depending upon the seriousness of any individual deficiency the Concession Contractor's ability to operate the impacted visitor facilities may be reduced or terminated pending final corrections.
 - i. If the Concession Contractor receives an "unsatisfactory" rating in any review evaluation, the Concession Contractor shall be given a specific period of time to correct the deficiencies that were the basis for the "unsatisfactory" rating. A single critical deficiency may be sufficient to warrant an "unsatisfactory" rating.
 - ii. If the Concession Contractor fails to remedy deficiencies and, thereby, obtain a "satisfactory" rating or better within the period of time specified in the notification, the Concession Contractor shall be considered to be in default of the concession contract, and the concession contract may be terminated at the discretion of the County. County may also, at its own discretion close part of the Concession Contractor's operation when necessary for the protection of the resources or the safety or welfare of people or property. County may also take appropriate administrative action in direct relationship to the severity or magnitude of the problem.

- iii. The Concession Contractor may appeal a review evaluation rating in writing to the County's Chief Executive Officer. The appeal shall present whatever supporting information the Concession Contractor feels is appropriate and necessary to substantiate its appeal. A final determination will be made by the Chief Executive Officer.
- d. In addition to the standards in Sections D.1, D.2 and D.3 of this Operating Plan, the provision of Required and Authorized Services shall be in accordance with the following local standards.
 - i. Length of Stay. Reclamation's Visitor Services Plan, Record of Decision dated June 2, 2006 (VSP ROD) prohibits public overnight use such as lodging, or camping, (including the use of transient trailers or recreational vehicles or vessels), within the same concession area by the same individuals for more than 14 days during any period of 30 consecutive days. This 14 day limit does not pertain to Concession Contractor employees who are provided with lodging or camping facilities as a part of an employee housing agreement. Such employee housing agreements are discussed in Section F.3 below.
 - ii. Record of Overnight Use. For all overnight use of the concession area, the Concession Contractor shall maintain a ledger that records the period and length of stay, the names and other identifying information of individuals who use its sites and shall make the ledger available for inspection by County at any time.
 - iii. Watercraft Occupancy and Moorage agreements. The Concession Contractor must comply with provisions of the VSP ROD specifying the Watercraft Occupancy requirements and maximum Water Craft Carrying Capacity for the lake. The VSP ROD requires that "Houseboats will be authorized for placement on the lake by permit issued by Reclamation and moorage agreements with those concession operations capable of providing pumpout services. Houseboats and Overnight Occupancy Vessels (OOV's) will be regulated by size, sewage and gray water holding capabilities, etc." In coordination with Reclamation's permit process, the Concession Contractor will issue mooring agreements or other agreements for all private houseboats and for any other vessels which will occupy a boat slip or otherwise remain on the Federal Estate for more than 14 days during any period of 30 consecutive days. Such agreements must comply with Applicable Laws and be approved by County prior to issuance. All vessels must comply with Applicable Laws regarding sanitation requirements, including those of the U.S. Coast Guard.
 - iv. Waiting List. The Area Manager may determine parameters and stipulations on the public's use and rental of boat slips. It is traditional to permit the Concession Contractor the opportunity to provide longer term assignments/rentals of such facilities (such as a renewable 1-year lease) as long as the tenets of Applicable Laws prohibiting "exclusive use" of the Federal Estate are upheld. The

Concession Contractor will ensure that a reasonable percentage of the facilities are available for use by short-term boaters. In addition, if the use demand is so high that all available long-term boat slips are full, a waiting list will be maintained by the Concession Contractor in a manner approved by County. In accordance with the VSP ROD, a waiting list for houseboats will continue to be maintained by Reclamation unless current policy is amended.

- v. Sale of Personal Property. The sale of boats, houseboats, or other personal property by anyone other than the Concession Contractor is prohibited on the Federal Estate (See Reclamation Manual Directives and Standards LND 04-01, Section 4.D.19). The Concession Contractor will monitor the public's use of the Concession Area for such prohibited activities, such as the posting of "For Sale" signs, and enforce compliance with this standard.
- vi. Boat Repairs. The Concession Contractor is not permitted to engage in major repairs to boats owned by the public, or to allow the public to perform boat repairs within the concession area. The Concession Contractor is permitted to perform minor repairs to assist the public, such as offering battery jump starts, replacing trailer light bulbs, etc.
- vii. Reservation, Deposit and Refund Policy.
 - 1. The Concession Contractor will establish and maintain, to the satisfaction of the Area Manager, a fair, impartial, and equitable reservation system for the use of boat rental, camping, lodging, and other concession services that visitors secure in advance.
 - 2. A written Reservation Policy approved by County shall be in effect throughout the term of the Interim Concession Contract and shall be an attachment to the approved Operating Plan (Attachment 1).
 - 3. The Reservation Policy shall include standards for deposits, cancellations, and refunds that are patterned after industry or local or regional standards.
 - 4. The Concession Contractor may not accept reservations and associated deposits more than 1 year in advance, and the Concession Contractor should consider capacity limits when accepting any reservation.
 - 5. Conditions for deposit refunds or cancellation fees must be clearly stated in the Concession Contractor's rate schedule and advertising materials.
 - 6. Once approved by County, the policy will be communicated to the public by posting onsite, and included in hard copy brochures, electronic media and reservation confirmations.

7. Proposed changes to the approved Reservation Policy shall be submitted in writing to County for approval prior to implementation, and will be subject to the rate determination and approval process referenced in subsection D.3c.xiii.
- viii. Operating Rules and Policies. The Concession Contractor will establish and implement concession area operating rules and policies for the public that are approved in advance by County. Rules and policies will be posted prominently at the entrance to the concession area and other locations accessible by the public, and copies will be made available to all visitors and customers.
- ix. Quiet Hours. The Concession Contractor will maintain and enforce quiet hours between the hours of 10 p.m. and 6 a.m. in the concession area. Boat Slip renters will be informed that quiet hours are also applicable when operating a vessel outside the concession area.
- x. Lost And Found. The Concession Contractor will establish and provide an effective program for handling lost and found or unattended property within the Concession Area. Each found item shall be tagged, listing the item found, location found, date and time found, and who found it. The found items should be handled and disposed in accordance with 43 C.F.R. § 423.23(2)(d). The Concession Contractor shall attempt to identify the ownership of the found item and provide this information to County. Under no circumstances will Concession Contractor or County employees be permitted to keep lost and found items even after a prescribed waiting period.
- xi. Fuel Storage. The Concession Contractor will be responsible for compliance with all Applicable Laws pertaining to aboveground fuel storage. The Concession Contractor must provide the Area Manager with copies of all reports and correspondence to or required by any regulatory agency pertaining to fuel storage. If any leak detection testing indicates a possible release or leak from a tank, County must be notified in writing within 24 hours; the Concession Contractor will be responsible for fulfilling all reporting, monitoring, and remediation requirements associated with a leak or release. County must approve all plans for any work involving the aboveground fuel storage tanks, tracer probes, monitoring wells, removal of contaminated soil, and ground water remediation work.
- xii. Advertising and Signs.
 1. The Concession Contractor will be required to notify the public that they are authorized by Reclamation and County to conduct business on the Federal Estate. All promotional materials, regardless of media format, provided to the public by the Concession Contractor in connection with the service provided under the Contract must conform to Reclamation's Visual Identity Program (for a listing of current Visual Identity Program directives, see <http://www.usbr.gov/recman/> and enter visual identity into search) and be

approved in writing by County. At a minimum, all such material will identify the Concession Contractor as an authorized Concession Contractor of the County via its MPA with the Department of the Interior, Bureau of Reclamation. The Concession Contractor will contact the Area Manager in advance to establish specific timeframes for each project review.

2. Before County or Reclamation emblems, logo, or name is displayed in advertisements or on signs, their use must be approved by County or Reclamation as applicable. Outdoor signs or other forms of advertisements must not be displayed on the Federal Estate without written approval from County or Reclamation as appropriate. The County and Reclamation name or logo will be obvious at the entrances to all concessions.
3. All signs will be approved by the Area Manager and will be professionally made. The Concession Contractor must follow the general guidelines for signs as described in Reclamation's Sign Guidelines. (See Guidelines at <http://www.usbr.gov/pmts/planning/signguide2006.pdf>).

xiii. Rates and Forms of Payment

1. Rates charged for all Required Services, Authorized Services, and goods shall be reasonable and appropriate for the type and quality of the goods and services provided and must be approved by County.
2. The approved rates for the calendar year 2021 are shown in Attachment 2 of this Operating Plan. Thereafter, rate modification requests shall be submitted by the Concession Contractor annually by October 1st for the following calendar year.
3. The Concession Contractor shall adhere to the rate determination and approval process in Section 2.E of the Contract, and as further specified in Reclamation's Concession Management Guidelines, Chapter 7.
4. Goods and services may not be provided to Government employees or their families without charge or at a reduced rate, except as available to the general public.
5. Credit cards will be honored including, at a minimum, American Express, Visa, and Master Card. The Concession Contractor will accept debit cards at its discretion or at the direction of Area Manager.
6. Rates confirmed by the Concession Contractor, as identified in the reservation confirmation, will be honored during the entire time of stay.

xiv. Safety

1. The Concession Contractor will comply with the applicable requirements of the Contract including but not limited to Section 2.I and Section 3, the Maintenance Plan Section 4.G and all Applicable Laws including Occupational Safety and Health Administration (OSHA) requirements., and other Federal, State, and local safety codes, statutes, and standards. The Concession Contractor shall exercise precaution for the safety of all people within its facilities at all times.
2. The Concession Contractor must ensure that all buildings within the Concession Area meet applicable local Fire Codes and National Fire Protection Association's (NFPA) Life Safety Codes (www.nfpa.org), and that fire detection and suppression equipment is in good operating condition at all times.
3. It is the Concession Contractor's responsibility to report all structural and wildfires in accordance with Section 3.L.5 of the Contract.
4. All injuries sustained by visitors or employees in concession facilities and all medical emergencies must be reported to County as specified in Section 3.L.2 of the Contract. Significant employee and visitor illness complaints will be reported immediately to County so that thorough investigation can be completed, as necessary.
5. The Concession Contractor will provide first-aid kits for use by employees, prominently displayed in appropriate areas.
6. The Concession Contractor shall comply with Applicable Laws pertaining to employee training in first aid and CPR, OR the Concession Contractor is required to have, at a minimum, one employee certified in CPR and First Aid per work shift, whichever requirement is greater.

xx.

Sanitation

1. The Concession Contractor is required to ensure that the concession facilities comply with Applicable Laws concerning smoking in and around public facilities.
2. The Concession Contractor shall provide an effective system for the collection and disposal of garbage and trash within the concession area and shall comply with Applicable Laws regarding sanitation. Trash receptacles shall be conveniently located for the public and employees.
3. The Concession Contractor shall keep the concession area free of foul odors, litter, debris, garbage, abandoned equipment, vehicles, furniture, and fixtures.

Refuse shall be stored in receptacles that are covered, waterproof, and vermin-proof.

4. The Concession Contractor shall provide public facilities and the services necessary for recycling aluminum, newspapers, glass, plastic, and cardboard generated within the Concession Area.

xxi. Resource Protection

1. The Concession Contractor shall support County's and Reclamation's efforts to protect the resources. Any harm to or alteration of natural, paleontological, historic, or archaeological objects or structures is prohibited. The Concession Contractor shall ensure that its employees, agents, contractors and customers leave artifacts and objects in place and do not disturb archeological sites or engage in vandalism of any kind, including defacement of rocks, damage to Federal Estate, or damage to property.
2. The Concession Contractor will notify County as soon as possible of any violations of Applicable Laws regarding cultural or natural resources.
3. The Concession Contractor shall restore any resources damaged by its operations. Restoration measures shall be determined and directed by County.

xxii. Security

The Concession Contractor must provide for the security and safety of its employees, the public, and for facility and resource protection within the Concession Area as required under the Contract Section 2.B.1.g. A minimum of one security personnel are required at Spanish Flat on Friday and Saturday nights, and three nights on holiday weekends. The number of security personnel engaged must be sufficient to maintain order, safeguard public safety, property and the environment and ensure compliance with posted operational rules and policies. Security personnel have no authority to take law enforcement actions or carry or use fire arms within the Concession Area. Concession Contractor personnel should expect to request voluntary compliance with Concession Contractor posted operational rules and policies. Additionally, they shall coordinate and cooperate with local law enforcement personnel when law enforcement action is required.

xxiii. Hiring

1. The Concession Contractor will hire a sufficient number of employees to ensure satisfactory visitor services throughout the year.

2. The Concession Contractor will establish hiring policies that will include appropriate background reviews of applicants for employment.
3. Employees who are drivers of delivery trucks or passenger carrying vehicles shall have a valid operator's license for the size and class of vehicle being driven. Drivers shall also meet any additional State requirements established for the vehicle driven or passengers carried.
4. The Concession Contractor will maintain, to the greatest extent possible, a drug-free workplace. The Concession Contractor will conduct educational programs for its employees to deter substance abuse. The Concession Contractor may require that those employees who are in safety sensitive position, such as boat captains, participate in random drug testing. Should any illegal drug use occur in the area, it must be promptly reported by the Concession Contractor to the appropriate law enforcement authority and to the Lake Berryessa Park Manager.
5. The Concession Contractor and its employees shall not discriminate against any individual because of race, creed, sex, national origin, sexual orientation, or physical or mental handicap and shall comply with equal opportunity and accessibility standards and requirements.

xxiv. **Reclamation Employees and Families**

The Concession Contractor shall not employ in any status a Reclamation employee, spouse of a Reclamation employee, or minor children of Reclamation employees without the Area Manager's approval. Reclamation employees must submit a written request to the Area Manager requesting that their spouse or minor children be allowed to work for the Concession Contractor.

xxv. **Employee Housing**

1. Concession Contractor may provide or allow for temporary housing for concession employees in accordance with Applicable Laws, when feasible and upon approval by County.
2. The Concession Contractor will inspect all quarters for fire and safety compliance within 30 days of initial occupancy of a residence. Fire drills will be performed in accordance with local fire codes. Employee rooms will be adequately furnished to serve the number of occupants.
3. The Concession Contractor will conduct health and safety inspections in employee housing areas. The County may conduct periodic inspections of Concession Contractor's employee housing.

4. The Concession Contractor will provide adequate cooking and food storage facilities where appropriate. Food storage facilities shall be vermin-proof.
5. The Concession Contractor shall provide facilities and services necessary for solid waste management and for recycling of aluminum, newspaper, glass, cardboard and other recyclables generated within employee housing areas. The Concession Contractor shall promote recycling and make it convenient for employees.

xxvi. Training Program

1. As required by Applicable Laws, and to meet the requirements of this Contract including the Operating Plan, the Concession Contractor will provide all required and necessary employee training and orientation, and will inform employees of the regulations and requirements that affect their employment and activities while working for the Concession Contractor.
2. Within the first 30 days of employment, new employees will be provided an orientation to the Concession Contractor's safety plans, emergency action plan(s), site security plans, hazardous communication and spill contingency plans for fuels, oil and other hazardous substances, and other plans and materials relevant to the employee and the public's safety and health.
3. The Concession Contractor will provide appropriate job training to each employee before duty assignments, including adequate hospitality training for employees who have direct visitor contact or who provide visitor information

4. Concession Contractor Improvements

- a. County may authorize or require the Concession Contractor to construct, alter, or replace Concession Contractor Improvements within the concession area only in accordance with the terms and conditions of this Contract and as necessary for the conduct, by the Concession Contractor, of Required or Authorized services. All construction, alteration or replacement of Concession Contractor Improvements will comply with the following requirements:
 - i. To initiate a new project for construction, alteration or replacement of Concession Contractor Improvements for Required or Authorized Services under the Contract, the Concession Contractor must notify the Area Manager of the proposed project and, after an initial meeting to discuss the project, submit a completed Project Statement Form with all applicable information and submittals. The current approved Project Statement Form and Instructions are attached to this Operating Plan (Attachment 3).

- ii. All construction, alteration or replacement of Concession Contractor Improvements must comply with Applicable Laws, including obtaining required permits from local, state and Federal agencies and entities. Required construction standards and codes include, but are not limited to, the most current editions of the Uniform Building Code, the International Plumbing Code, the National Electric Code, Americans with Disabilities Act (ADA), Architectural Barriers Act (ABA), National Fire Protection Association's Life Safety Code, Reclamation's Recreation Facility Design Guidelines, and pertinent State and county codes and regulations. Where locally applicable codes exist that set a higher standard than national codes for a particular issue, the local codes will apply for that issue. International Codes may be accessed online at <http://publicecodes.cyberregs.com/icod/index.htm>
- iii. County must approve plans and specifications for all types of construction prior to the start of each project. Initial plans and specifications for construction projects should be submitted at a 35 percent design level for County review, followed by 65 percent and 95 percent design documents (as applicable).
 - a. 35 percent design submittal includes completion of environmental documents, utility plans, Geotechnical Report, Draft staged construction plans, Structure type construction, seismic analysis (if earthquake zone), preliminary cost estimate, and a Draft materials Report
 - b. 65 percent construction submittals includes draft design calculations, unchecked structural construction plans, utility plans, draft environmental agreements, draft special provisions, draft construction estimate, draft final reports, (geotechnical, constructability review, staged construction plan), and draft foundation reports.
 - c. 95 percent construction submittals shall include finalized structural construction plans, all permits, finalized environmental agreements, final foundation reports, final engineers report (including construction estimate and staged construction plan), final incorporation of special provisions, and finalized design calculations.
 - d. all plans, reports calculations and drawings are required to be submitted in both hard copy- paper and electronically format.
- xiv. Submittals will be made in a time frame that allows for all necessary reviews and clearances. Refer to the Project Statement Form and Instructions for estimated time requirements for "Regulatory Permits, Environmental Compliance, and Technical Review". County will provide additional guidance regarding the project review and approval process at the initial project meeting and upon subsequent request.

xv. Upon approval by County of a Project Statement, County will issue a written "Notice To Proceed" to the Concession Contractor. No work shall begin to construct, alter or replace Concession Contractor Improvements, including purchase or staging of materials, ground preparation etc. without such written notice.

5. Environmental Compliance

All project decisions of Reclamation will be in accordance with the NEPA of 1969, as amended, the Council on Environmental Quality's (CEQ) Regulations for Implementing the Procedural Provisions of NEPA (40 C.F.R. Parts 1500-1508), and the Department of the Interior (DOI) regulations for implementation of NEPA (43 C.F.R. Part 46).

Projects on Federal lands typically constitute an undertaking pursuant to Section 301 (7) of the NHPA (16 U.S.C. 470) as amended, and requires compliance with Section 106 of the NHPA. Actions involving the type of activities that have the potential to affect historic properties, pursuant to the regulations at 36 C.F.R. Part 800.3(a)(1) will require Section 106 consultation. Any project that may affect an historic site, structure, district, cultural landscape, archeological site, or historic object or furnishing will require Section 106 compliance. Such compliance may require up to 90 days of consultation efforts from the date the completed proposal package was submitted to County.

6. Accessibility Standards

The Concession Contractor will work with County staff to inspect and evaluate current facilities, services and programs for compliance with all Applicable Laws including the ADA and ABA standards and requirements, and make improvements to ensure compliance as required by law. All future development of facilities, and all services and programs will comply with the accessibility requirements set forth in Applicable Laws.

ATTACHMENTS:

1. Reservation Policy
2. Approved Rate Schedule
3. Project Statement Form and Instructions

ATTACHMENT 1

RESERVATION POLICY (where applicable for this Authorized service):

Reservations can be made by phone, online and drop in. Payments are made in advance over the phone, online and drop in. Cancellations must be received 7 days or more in advance of planned arrival date to receive a refund. All nightly and weekly reservations will require a deposit of 2 nights, or half of the total applicable charges for the reservation, whichever is greater.

Campsites and RV Sites - During the Summer (April 1st to October 1st) there is a 2 night minimum stay for weekend campsite reservations (3 nights over holiday weekends). No charge for children under the age of 12.

Rates are based on double occupancy, and do not include taxes or gratuities.

Must be 21 years old to reserve a campsite.

There is a limit of two vehicles and eight people for Standard and RV Campsites. There is a limit of one vehicle and four people for Tent Only Campsites. Rates are subject to approval by County and can change at any time.

ATTACHMENT 2

RATES

Rates for all goods and services shall be reasonable and appropriate for the type and quality of the goods and services provided and must be approved by County. The rates listed below are the rates for Required and Authorized services identified in this contract. Rate change requests should reflect changes in rates for comparable goods and services provided by the private sector operating in a competitive environment under similar operating conditions. County may choose to accept the Concession Contractor's proposed rates; however, if County does not accept the Concession Contractor's proposed rates, County's decision is final and non-challengeable.

RV Campsite (Max 2 vehicles) \$55 (2 people). Additional person \$5 with max 8 people per site

Standard Campsite (Max 2 vehicles) \$50 (2 people). Additional person \$5 with max 8 people per site

Tent Only Campsite (Max 1 vehicle) \$45 (2 people) Additional person \$5 with max 4 people per site

Extra Person (day use) \$5 per person, walk in

Pet Fee \$5 per pet, per day or night of camping

Extra Vehicle/Parking \$10 per vehicle, per night of camping

Day Use \$20 per vehicle up to 4 persons with additional person \$5 each and/or \$14 per vehicle up to 2 persons with additional persons \$5 each.

Annual Day Use Pass \$175

Annual Boat Launch Pass - \$350

RV Dump Fee: \$25

Boat Launch \$30.00 per day

ATTACHMENT 3

Project Statement Form (to be provided by County if needed)

EXHIBIT E

CONCESSION AREA

Maintenance Plan

A. INTRODUCTION

1. This Maintenance Plan between Spanish Flat Campground, LLC hereinafter referred to as "Concession Contractor," and Napa County, hereinafter referred to as "County," shall serve as document attached to the Interim Concession Contract, (hereinafter referred to as the "Contract") and is considered a part of that concession contract. The Maintenance Plan delineates and specifies the maintenance responsibilities of the Concession Contractor and Reclamation with regard to the Concession Area.
2. In the event of any apparent conflict between the terms of the Contract and this Maintenance Plan, the terms of the Contract, including its designations and amendments, shall prevail.
3. This plan shall remain in effect until superseded or amended in writing upon mutual agreement between the Concession Contractor and the County.

B. CONCESSION CONTRACTOR'S RESPONSIBILITIES

1. The Concession Contractor is required to maintain the concession facilities according to the standards set forth in Chapter 8 of the Concession Review Program as described in the current Reclamation Concessions Management Guidelines and in this Maintenance Plan.
2. The Concession Contractor shall provide, operate, and maintain Concession Contractor Improvements, facilities, conveniences, utilities, landscaping, and visitor services in accordance with this Interim Concession Contract to such an extent and in a manner considered satisfactory by County, unless otherwise specified in the Contract. The Concession Contractor shall be responsible for maintaining, as applicable, all improvements resting on the lands (such as buildings, walkways, docks, floating docks, slips, signs, ramps, moorings, picnic facilities, trails, parking areas, pavement markings, fences, retaining walls, curbing, culverts, etc.); aboveground storage tanks and associated mitigation if needed; marine fueling stations, auto and equipment maintenance and repair areas (hoists, cranes, fuels and fluids management, used oil and lubricants, used antifreeze, filters, and batteries); intrusion and fire alarm systems; emergency equipment; interior and exterior lighting systems; fire suppression systems; maintenance of fire breaks and reduction of fuels within concession assigned areas; utility and utility distribution systems; structural elements and surfaces (roofing, flooring, sub-flooring,

windows, doors, porches, etc., including hazard abatement); heating and cooling systems; wastewater treatment facilities, flush restrooms, composting and vault toilets; and all installed fixtures and miscellaneous equipment.

3. The Concession Contractor shall carry out all general, preventive, and emergency repairs in such a manner as to ensure that provision of all Required and Authorized Services are minimally impacted and creates the least amount of disruption for the visiting public. All existing and future Concession Contractor Improvements and Personal Property, and all Government furnished Improvements and Personal Property, shall be maintained by the Concession Contractor in accordance with the Interim Concession Contract, the Concession Review Program, this Maintenance Plan, and Applicable Laws.
4. All maintenance will be conducted in compliance with all Applicable Laws, the latest version of the International Property Maintenance Code (IPMC), and the manufacturer's recommendations and specifications. A brief synopsis of the current IPMC along with purchase information of the code can be found at:
<https://law.resource.org/pub/us/code/ibr/icc.ipmc.2012.html>. In the event of any conflict between Applicable Laws and the IPMC, the Applicable Laws will prevail.

C. GENERAL MAINTENANCE RESPONSIBILITIES

1. Codes

The Concession Contractor shall comply with all Applicable Laws. As well, the Concession Contractor shall comply with the Uniform Building Code, the Uniform Federal Accessibility Standards, the Uniform Plumbing Code, the National Electric Code, the National Fire Protection Association's (NFPA) Life Safety Codes, and other portions of the Napa County Code; unless the County has provided a written exception. The Uniform Plumbing Codes may be purchased at www.iapmo.org, The National Electrical, Life Safety and Fire Codes may be purchased at www.nfpa.org, and The Uniform Building Codes at www.iccsafe.org.

2. Painting

To maintain the appearance of the structures, exterior painting shall be performed on a 5-year cycle or more often if needed to provide adequate protection to the structure. Interior painting shall be performed on a 5-year schedule or more often if needed to maintain a good appearance. Latex paint with a low content of volatile organic compounds must be used unless approval is granted by Reclamation for use of an oil-based product because of the historic context or use context of the area to be painted.

3. Interior Systems

The Concession Contractor shall operate, repair, and replace lighting, and heating and cooling systems. The Concession Contractor shall clean and inspect all chimneys,

fireplaces, stoves, and exhaust ducts prior to the start of each operating season. The Concession Contractor shall also provide and install any needed winterization covers for chimneys.

4. Seasonal Closures

The Concession Contractor will notify Reclamation and County of the maintenance of utility systems before any action is taken. The Concession Contractor will be responsible for all utility system work supporting a seasonal operation (shut down of systems, drainage of water, charging systems, etc.). The Concession Contractor assumes sole responsibility for actions needed to correct damage that results from inadequate preventive measures on all facilities and systems that are closed down for any particular seasons.

5. Underground and Aboveground Fuel Storage Tanks

The Concession Contractor shall monitor, test, maintain, repair, upgrade, replace as necessary, remove underground and above fuel storage tanks and mitigate any soil or groundwater contamination in compliance with Section 3 "Environmental Management" of the Interim Concessions Contract. Written notification and approval by County is required before initiating work.

6. Signs

The Concession Contractor will install and maintain, all interior and exterior signs relating to its operations and services within the Concession Area and directional signs outside assigned areas that relate specifically to concession operations. Signing will meet all applicable codes and comply with the intent of Reclamation's Sign Guidelines (See Guidelines at <http://www.usbr.gov/pmts/planning/signguide2006.pdf>).

7. Litter, Garbage, and Recycling

Refuse receptacles will be kept clean, well maintained, and serviceable; sites will be free of spills, waste, and odors. Waste shall not accumulate in collection containers to the point of overflowing. Refuse collection containers shall be conveniently located and in sufficient quantity to handle the needs of the area. All materials generated as solid waste must be removed from areas at the Concession Contractor's expense and disposed of in an appropriate manner in an approved refuse disposal site. The Concession Contractor shall comply with applicable state and local solid waste regulations. The Concession Contractor shall promote recycling and place recycling bins in convenient locations for public use. The Concession Contractor shall be responsible for the frequent litter removal from the Concession Area, including campsites, day use picnic sites and any shoreline areas within their land assignment, and for the removal of debris that is floating in the lake and adjacent to their area of operation, if it is apparent that the debris is related to the concession operation.

8. Grounds and Landscaping

The Concession Contractor is responsible for landscaping, grounds care (planting, watering, mowing, weeding, fertilizing, aerating, pruning, etc.), and maintaining required defensible space for fire management, and aesthetic improvement of the Concession Area. Contractor shall maintain vegetative fire fuels control as prescribed by CAL FIRE. The Concession Contractor shall, at all times, be responsible for keeping the assigned area free and clear of safety hazards (fallen branches, leaf buildup, broken glass, sharp objects, etc.).

9. Hazardous Trees

The Concession Contractor shall notify County when potentially hazardous trees are identified. The Concession Contractor shall only remove trees within the Concession Area that have been confirmed by County as hazardous. The County Executive Officer or designee will approve all trees requiring removal in writing.

10. Roads, Trails, Parking Areas, and Walkways

The Concession Contractor shall operate, maintain, and repair roads, parking areas, curbing, sidewalks, walkways, and trails within the Concession Area in a state of good repair and in a manner that provides reasonable access to the general public, persons with physical disabilities, and emergency and service vehicles. The Concession Contractor shall sweep, paint curbs, and stripe roadway surfaces to ensure that public areas are consistently safe from hazards, clean and free of litter and earthen debris, and well marked. The Concession Contractor shall maintain trails assigned for its use, to levels prescribed by County. Maintenance of any portions of external trail systems that enter and exit the assigned Concession Area shall be addressed through mutual agreement by the Parties.

11. Marina , Docks, Slips, and Anchoring Systems

The Concession Contractor shall operate, maintain, and repair, marina, breakwaters, piers, jetties, docks, slips, anchoring systems, floating docks, courtesy docks and slips, sewage pump out stations, boat launches, fish cleaning stations, dry dock facilities, hoists and cranes, boat storage facilities, restrooms, and all utility systems to the extent the facilities exist within the Concession Area in a state of good repair and in a manner that provides safe reasonable access to the general public, persons with physical disabilities, and both emergency and service vehicles.

12. Wastewater Treatment

The Concession Contractor shall operate, maintain, and repair, wastewater treatment service and facilities, and shall also maintain all fixtures attached to the wastewater

treatment system, including building plumbing systems, all wells, wastewater treatment facilities, storage facilities, tanks, sewage ponds and leaching fields, distribution systems, master meters and valves, pumping stations, and down flow from the meter within the Concession Area in accordance with all Applicable Laws and environmental requirements including effluent limitation requirements established in the Clean Water Act.

13. Utility Systems

The Concession Contractor shall operate, maintain, and repair, all interior and exterior utility systems within the Concession Area in accordance with Applicable Laws, except that County may provide certain Government furnished Improvements and Personal Property identified in Exhibit B. As systems or equipment need to be replaced, the Concession Contractor shall within reason, employ products and technologies that reduce impacts, conserve resources, and improve efficiencies, including electric peak load shedding and the use of alternative fuels. The Concession Contractor will replace or repair all utility systems, regardless of location, damaged as a result of the negligence of its employees, agents, or contractors. The Concession Contractor shall be required to operate, maintain and repair the potable water system in compliance with the requirements of the State.

14. Exterior Maintenance

The Concession Contractor shall operate, maintain, and repair, the exterior of all Concession Contractor Improvements and Government furnished Improvements within the Concession Area in accordance with all Applicable Laws. Exterior refers to the foundations, exterior walls and surfaces, roofs, porches, stairways, and other structural attachments of structures, including all equipment, walkways, trails, parking lots, and other Improvements, as well as the lands, landscapes, and utilities within the assigned area of responsibility. All facilities will be harmonious in form, line, color, and texture with the existing landscape.

15. Electrical Systems

The Concession Contractor shall operate, maintain, and repair, all wiring, conduits, fuses, breakers, fixtures, etc., within the buildings and facilities, all electrical systems and equipment, and distribution systems, except that Reclamation or County may provide certain Government furnished Improvements and Personal Property identified in Exhibit B. Any repairs, remodeling, or upgrading shall be consistent with Applicable Laws well as the National Electrical Code. Installations must be performed by a contractor or electrician licensed by the State of California.

16. Chemical and Vault Toilets

The Concession Contractor shall be responsible for the cleaning, restocking and pump out of all chemical and vault toilets operated within the Concession Area. The frequency of cleaning, restocking and pump out of the toilets will be based on use by the public and may require a higher level of attention during high use periods.

17. Vehicles and Equipment

The Concession Contractor shall maintain the equipment listed as Government Furnished Improvements and Personal Property in Exhibit B in accordance with manufacturer-recommended maintenance schedules and services. The Concession Contractor shall keep accurate records and receipts showing when and what type of maintenance is performed, and provide copies of such records to County upon request. The Concession Contractor will notify the County when the vehicles listed in Exhibit B need maintenance according to the manufacturer-recommended maintenance schedules, and deliver the vehicles to, and pick up the vehicles from, County's Fleet Division at no cost to County. County will perform routine vehicle maintenance and minor repairs at no cost to the Concession Contractor. Cost to repair damage caused by abuse, neglect, or reckless behavior shall be reimbursed by the Concession Contractor.