

Contract No. D-GGR15
DWR 155093

STATE OF CALIFORNIA
THE RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES

CONTRACT BETWEEN STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES
AND YUBA COUNTY WATER AGENCY
FOR RECREATION AND FISH ENHANCEMENT
GRANTS UNDER THE DAVIS-GRUNSKY ACT

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STATE OF CALIFORNIA
THE RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES

CONTRACT BETWEEN STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES
AND YUBA COUNTY WATER AGENCY FOR
RECREATION AND FISH ENHANCEMENT GRANTS
UNDER THE DAVIS-GRUNSKY ACT

THIS CONTRACT, entered into this 10th day of MAY,
1966, by and between the State of California, acting by and through
its Department of Water Resources, herein referred to as the
"State", and the Yuba County Water Agency, a public agency in the
State of California, duly organized, existing, and acting pursuant
to the laws thereof with its principal place of business in
Marysville, California, herein referred to as the "Agency",

WITNESSETH, That:

WHEREAS, the Agency has filed an application with the
State for a recreation grant and a fish enhancement grant under the
Davis-Grunsky Act (Chapter 5 [commencing with Section 12880] of
Part 6 of Division 6 of the Water Code), herein referred to as the
"Act", to finance part of the construction cost of the project
described in the Agency's project feasibility report filed with
said application; and

WHEREAS, the Agency has also filed an application with
the State for a grant under the Act to finance the construction cost

of initial water supply and sanitary facilities described in said project feasibility report which are needed for public recreational use of the New Bullards Bar Dam and Reservoir of said project; and

WHEREAS, the State has determined that the Agency is qualified under the Act for grants to finance part of the construction cost of said project and a grant for the construction of initial water supply and sanitary facilities, as provided for in this contract;

NOW, THEREFORE, it is mutually agreed as follows:

A. INTRODUCTORY PROVISIONS

I. GENERAL DEFINITIONS

When used in this contract, the following terms shall have the meanings hereinafter set forth:

- (a) "Project feasibility report" shall mean the "Feasibility Report, Recreation and Fishlife Enhancement Grant, Yuba River Development, Yuba County Water Agency", dated January 1965, filed with the State along with the Agency's applications for said grants under the Act.
- (b) "Project plan" shall mean the project plan set forth in the project feasibility report or any revision of said project plan approved by the State.
- (c) "Project" shall mean the Yuba River Development described in the project feasibility report and shall include the fish enhancement facility and the onshore recreation facilities described in this contract.
- (d) "Dam" shall mean the New Bullards Bar Dam, described in the project feasibility report, which is to be located on the North Yuba River in Yuba County, California.

- (e) "Reservoir" shall mean the reservoir which contains the water impounded by the dam.
- (f) "Recreation plan" shall mean the recreation plan set forth in Part C of this contract.
- (g) "Fish enhancement plan" shall mean the fish enhancement plan set forth in Part D of this contract.
- (h) "Onshore recreation facilities" shall mean the facilities that are so designated and described in Article 15 hereof.
- (i) "Fish enhancement facility" shall mean the facility that is so designated and described in Article 19 hereof.
- (j) "Initial water supply and sanitary facilities" shall mean those onshore recreation facilities that are so designated and described in Article 15 hereof.
- (k) "Dam and reservoir grant commitment" shall mean the maximum sum of money which the State agrees to grant to the Agency under this contract to finance part of the construction cost of the dam and reservoir as provided in subdivision (a) of Article 4 hereof.
- (l) "Fish enhancement grant commitment" shall mean the maximum sum of money which the State agrees to grant to the Agency under this contract to finance part of the construction cost of the project as provided in subdivision (b) of Article 4 hereof.
- (m) "Facilities grant commitment" shall mean the maximum sum of money which the State agrees to grant to the Agency under this contract to finance the construction of the initial water supply and sanitary facilities as provided in subdivision (c) of Article 4 hereof.
- (n) "Year" shall mean calendar year.
- (o) "Quarter" shall mean any period of three months beginning on the first day of January, April, July or October in any year.

2. TERM OF CONTRACT

This contract shall become effective on the date first hereinabove written and shall remain in effect until December 31, inclusive, of the forty-fourth (44th) year from the year in which the construction of the dam and reservoir is completed, subject to the provisions hereof concerning earlier termination of this contract.

3. COURT VALIDATION OF CONTRACT

Promptly after the execution and delivery of this contract, the Agency shall file and prosecute to a final decree in a court of competent jurisdiction a special proceeding for the judicial examination, approval, and confirmation of the proceedings had for the organization of the Agency and the proceedings of the governing body of the Agency and of the Agency leading up to and including the making of this contract and the validity of the provisions thereof; and this contract shall not be binding on the State until said Agency organization, proceedings, and contract shall have been so confirmed by a court of competent jurisdiction or pending appellate action in any court if ground for appeal be laid. This contract shall be indivisible for purposes of validation and shall not be binding on the State or the Agency unless validated in each and all of its terms and conditions as executed by the parties; provided, that the provisions of this sentence may be waived by mutual written agreement of the parties hereto.

B. GRANT PROVISIONS

4. MAXIMUM GRANT AMOUNTS

The State will grant the following to the Agency in accordance with the provisions of this contract:

(a) For Dam and Reservoir Costs

A sum of money not to exceed Six Hundred Ninety-Five Thousand Dollars (\$695,000) to finance part of the construction cost of the dam and reservoir.

(b) For Project Costs

A sum of money not to exceed Three Million Three Hundred Eleven Thousand Dollars (\$3,311,000) to finance part of the project construction cost.

(c) For Initial Water Supply and Sanitary Facilities Costs

A sum of money not to exceed Three Hundred Ninety-Seven Thousand One Hundred Dollars (\$397,100) to finance the construction cost of the initial water supply and sanitary facilities.

5. GRANT DISBURSEMENTS TO FINANCE DAM AND RESERVOIR COSTS AND PROJECT COSTS

(a) Basic Conditions Precedent

The State shall not be obligated to disburse any portion of the dam and reservoir grant commitment or the fish enhancement grant commitment until:

(1) The Agency obtains from a court of competent jurisdiction, in accordance with Article 3 hereof, a final decree confirming the validity of the provisions of this contract and the validity of the other matters referred to in said Article 3.

(2) The Agency submits to the State a master work schedule on a form provided by the State showing the estimated costs of constructing the project.

(3) The State approves of the detailed plans and specifications for the dam and reservoir, the fish enhancement facility, the onshore recreation facilities, any permanent roads needed for the construction, operation or maintenance of the dam and reservoir, and the project access roads shown on Plate 1.

(4) The Agency demonstrates to the State's satisfaction the availability of funds which, when coupled with the dam and reservoir grant commitment and the fish enhancement grant commitment, will provide adequate financing to complete construction of the project.

(5) The Agency demonstrates to the State's satisfaction that the Agency has the necessary water rights to operate the project.

(6) The Agency makes the deposit into the Recreation Plan Reserve Account required by Article 12 hereof.

(7) The Agency demonstrates to the State's satisfaction that the provisions of the contract between the Agency and the Pacific Gas and Electric Company for the sale of hydroelectric power to the Company do not conflict with the provisions of this contract.

(b) Disbursement of Dam and Reservoir Grant Commitment Pursuant to Quarterly Cost Statements

After the above conditions are met, disbursement of the whole or portions of the dam and reservoir grant commitment will be made by the State to the Agency following the receipt from the Agency of a statement or statements of quarterly incurred or estimated costs, subject to the provisions hereof. The State shall disburse to the Agency a portion of the dam and reservoir grant commitment equal to 0.55 percent of the total amount of the costs shown in each statement of quarterly costs that is submitted by the Agency to the State on a

form provided by the State and that is approved by the State; provided, that in relation to each such statement, the State shall not be obligated to disburse money under this contract before the fifteenth (15th) day prior to the commencement of each quarter identified in the particular statement of quarterly costs. Each statement of quarterly costs shall contain the following information:

(1) A statement of the incurred or estimated costs of work performed or to be performed in constructing the dam and reservoir under a construction contract or construction contracts or by force account during the quarter or quarters identified in the particular statement.

(2) A statement of the actual or estimated price of any interests in lands that have been or are to be necessarily acquired during the quarter or quarters identified in the particular statement for the construction, operation, or maintenance of the dam and reservoir, for the construction of the onshore recreation facilities, and for the purpose of carrying out the recreation plan.

(3) A statement of other incurred or estimated costs not included in paragraphs (1) and (2) above of this subdivision which have been or are to be necessarily incurred for dam and reservoir construction during the quarter or quarters identified in the particular statement, including, but not limited to, such items of cost as legal and engineering services and as title searches, deposits, surveys, and appraisals for interests in lands referred to in paragraph (2) of this subdivision.

(c) Final Determination of Amount of Dam and Reservoir Grant

(1) If the total amount of money disbursed to the Agency under subdivision (b) of this article exceeds 0.55 percent of the actual total construction cost of the dam and reservoir, including

the actual costs of acquiring interests in lands above the high waterline of the reservoir which are needed for the construction of the onshore recreation facilities and which are needed to carry out the recreation plan, the Agency shall remit to the State an amount of money equal to the excess within 30 days from the date when said actual total construction cost is determined by the State.

(2) If the total amount of money disbursed to the Agency under subdivision (b) of this article is less than 0.55 percent of the actual total construction cost of the dam and reservoir, the State shall disburse to the Agency a portion of the dam and reservoir grant commitment equal to the difference or equal to the remaining portion of the dam and reservoir grant commitment, whichever is less, within 30 days from the date when said actual total construction cost is determined by the State.

(d) Disbursement of Fish Enhancement Grant Commitment Pursuant to Quarterly Cost Statements

After the conditions in (a) above are met, disbursement of the whole or portions of the fish enhancement grant commitment will be made by the State to the Agency following the receipt from the Agency of a statement or statements of quarterly incurred or estimated costs, subject to the provisions hereof. The State shall disburse to the Agency a portion of the fish enhancement grant commitment equal to 1.84 percent of the total amount of the costs shown in each statement of quarterly costs that is submitted by the Agency to the State on a form provided by the State and that is approved by the State; provided, that in relation to each

such statement, the State shall not be obligated to disburse money under this contract before the fifteenth (15th) day prior to the commencement of each quarter identified in the particular statement of quarterly costs. Each statement of quarterly costs shall contain the following information:

(1) A statement of the incurred or estimated costs of work performed or to be performed in constructing the project under a construction contract or construction contracts or by force account during the quarter or quarters identified in the particular statement.

(2) A statement of the actual or estimated price of any interests in lands that have been or are to be necessarily acquired during the quarter or quarters identified in the particular statement for the construction, operation, or maintenance of the project.

(3) A statement of other incurred or estimated costs not included in paragraphs (1) and (2) above of this subdivision which have been or are to be necessarily incurred for project construction during the quarter or quarters identified in the particular statement, including, but not limited to, such items of cost as legal and engineering services and as title searches, deposits, surveys, and appraisals for interests in lands referred to in paragraph (2) of this subdivision.

(e) Final Determination of Amount of Fish Enhancement Grant

(1) If the total amount of money disbursed to the Agency under subdivision (d) of this article exceeds 1.84 percent of the actual total construction cost of the project, the Agency shall

remit to the State an amount of money equal to the excess within 30 days from the date when said actual total construction cost is determined by the State.

(2) If the total amount of money disbursed to the Agency under subdivision (d) of this article is less than 1.84 percent of the actual total construction cost of the project, the State shall disburse to the Agency a portion of the fish enhancement grant commitment equal to the difference or equal to the remaining portion of the fish enhancement grant commitment, whichever is less, within 30 days from the date when said actual total construction cost is determined by the State.

6. GRANT DISBURSEMENTS TO FINANCE INITIAL WATER SUPPLY AND SANITARY FACILITIES COSTS

(a) Basic Conditions Precedent

The State shall not be obligated to disburse money to the Agency pursuant to the provisions of this contract to finance the construction cost of the initial water supply and sanitary facilities until:

(1) The Agency obtains from a court of competent jurisdiction, in accordance with Article 3 hereof, a final decree confirming the validity of the provisions of this contract and the validity of the other matters referred to in said Article 3.

(2) The State approves of the detailed plans and specifications for the onshore recreation facilities.

(3) The Agency makes the deposit into the Recreation Plan Reserve Account required by Article 12 hereof.

(4) All of the conditions in subdivision (a) of Article 5 have been satisfied.

(b) Disbursement Pursuant to Quarterly Cost Statements

After the above conditions are met, disbursements of the whole or portions of the facilities grant commitment will be made by the State to the Agency following the receipt from the Agency of a statement or statements of quarterly incurred or estimated costs, subject to the provisions hereof. The State shall disburse to the Agency a portion of the facilities grant commitment equal to the total amount of the costs shown in each statement of quarterly costs that is submitted by the Agency to the State on a form provided by the State and that is approved by the State; provided, that in relation to each such statement, the State shall not be obligated to disburse money under this contract before the fifteenth (15th) day prior to the commencement of each quarter identified in the particular statement of quarterly costs. Each statement of quarterly costs shall contain the following information:

(1) A statement of the incurred or estimated costs of work performed or to be performed in constructing the initial water supply and sanitary facilities under a construction contract or construction contracts or by force account during the quarter or quarters identified in the particular statement.

(2) A statement of other incurred or estimated costs not included in paragraph (1) above of this subdivision which have been or are to be necessarily incurred for construction of the initial water supply and sanitary facilities during the quarter or quarters identified in the particular statement, including, but not limited to, the cost of engineering services; provided, that disbursements for the actual or estimated price of any interests in lands that

have been or are to be necessarily acquired for the construction of the initial water supply and sanitary facilities, and for title searches, deposits, surveys, appraisals and other costs incurred for acquisition of such interests in lands, shall be deemed to be included in the disbursement or disbursements made pursuant to Article 5 hereof.

(c) Final Determination of Amount of Facilities Grant

(1) If the total amount of money disbursed to the Agency under subdivision (b) of this article exceeds the actual total construction cost of the initial water supply and sanitary facilities or exceeds one-fourth (1/4) of the total amount granted pursuant to Article 5 hereof, calculated as the difference between the total amount disbursed to the Agency pursuant to Article 5 and any amount remitted to the State by the Agency pursuant to subdivisions (c) and (e) of Article 5, the Agency shall remit to the State an amount of money equal to the excess amount within 30 days from the date when the actual total construction cost of the project is determined by the State. If both of the situations mentioned in the preceding sentence exist, the Agency shall remit to the State the larger excess amount.

(2) If the total amount of money disbursed to the Agency under subdivision (b) of this article is less than the actual total construction cost of the initial water supply and sanitary facilities, the State shall disburse to the Agency a portion of the facilities grant commitment equal to the difference or equal to the remaining portion of the facilities grant commitment, whichever is less, within 30 days from the date when the actual total construction cost of the project is determined by the State; provided, that in no event shall

the State be obligated to make a disbursement pursuant to this sentence which would cause the total amount disbursed under this contract for construction of the initial water supply and sanitary facilities to exceed one-fourth (1/4) of the total amount granted under Article 5 hereof.

7. WITHHOLDING OF GRANT DISBURSEMENTS

(a) Conditions for Withholding Disbursement of Grant Commitments

If the State determines that the project or the initial water supply and sanitary facilities are not being constructed substantially in accordance with the provisions of this contract or if the State determines that the Agency has failed in any other respect to comply substantially with the provisions of this contract and if the Agency does not cause any such failure to comply with this contract to be remedied to the State's satisfaction within 15 days, or within some greater period that may be allowed by the State, from the receipt of written notice of such failure from the State, the State may withhold from the Agency all or any portion of the dam and reservoir, fish enhancement, and facilities grant commitments. During the period which the Agency has to remedy such failure, the State shall not be obligated to disburse to the Agency any portion of said grant commitments. The State shall provide the Agency with prompt written notice of any decision to withhold from the Agency pursuant to this subdivision all or any portion of said grant commitments.

(b) Withholding Entire Amount of Grant Commitments

If the State notifies the Agency that it has decided to withhold from the Agency pursuant to subdivision (a) of this

article all of the grant commitments, this contract shall terminate and shall no longer be binding on the parties hereto, or either of them, upon receipt of such notice by the Agency.

8. USE OF GRANTS

(a) For Dam and Reservoir Costs

Except as otherwise permitted by the State in instances where part of the dam and reservoir grant commitment disbursed under this contract constitutes a reimbursement for costs paid, until the construction of all items whose cost was included in the cost allocation as part of the dam and reservoir costs is completed, any part of such commitment which is disbursed to the Agency under this contract shall be used solely for the payment of costs necessarily incurred by the Agency for such construction, including, but not limited to, the costs of acquiring any interests in lands that are necessary for the construction, operation, or maintenance of the dam or reservoir and the costs necessarily incurred by the Agency for the acquisition of interests in lands above the high waterline of the reservoir which are needed for the construction of the onshore recreation facilities that are related to the dam and reservoir and which are needed to carry out the recreation plan.

(b) For Project Costs

Except as otherwise permitted by the State in instances where part of the fish enhancement grant commitment which is disbursed under this contract constitutes a reimbursement for costs paid, until the construction of all items whose cost was included as part of the project costs is completed, any part of such commitment which is disbursed to the Agency under this contract shall be used solely for the payment of costs necessarily incurred by the Agency for such construction;

provided, that no part of the fish enhancement grant disbursed to the Agency shall be used for the payment of costs incurred in the construction of the onshore recreation facilities.

(c) For Initial Water Supply and Sanitary Facilities Costs

Except as otherwise permitted by the State in instances where part of the facilities grant commitment disbursed under this contract constitutes a reimbursement for costs paid, until the construction of all items whose cost was included as part of the cost of such facilities is completed, any part of such commitment which is disbursed to the Agency under this contract shall be used solely for the payment of costs necessarily incurred by the Agency for such construction.

(d) Operation, Maintenance and Replacement Costs Excluded

None of the grant commitments disbursed to the Agency under this contract and none of the increments of such disbursements shall be used by the Agency to finance the operation, maintenance and replacement costs of the Agency's Yuba River Development Project as defined in the contract to be executed between the Agency and the Pacific Gas and Electric Company for the sale of hydroelectric power to the company.

9. TIMING AND MANNER OF DAM AND RESERVOIR CONSTRUCTION

(a) Dam and Reservoir Completion Date

The Agency shall cause the construction of the dam and reservoir to be completed not later than June 30, 1970, provided, that said date for completion may be extended upon written approval of the State.

(b) Construction Pursuant to Project Plan, Plans and Specifications

The project shall be constructed in accordance with the project plan and with the detailed plans and specifications for

the project that are approved by the State under this contract, or with any revisions thereof approved by the State.

(c) Code Provisions

The provisions of Chapter 1 of Part 7 of Division 2 of the California Labor Code and provisions of Division 5 of Title 1 of the California Government Code, including any amendments thereof, if applicable, shall be complied with in the construction of the project.

(d) Determination of Project Completion

For the purposes of this contract, construction of the dam and reservoir or of the project shall be considered to be completed or terminated when so determined by the State, and the State shall give the Agency prompt written notice of such determination. The State shall within 45 days from receipt of a written statement from the Agency that, in the opinion of the Agency, the construction of the dam and reservoir or of the project is completed, notify the Agency of its determination that such construction is, or is not, completed.

10. RETURN OF STATE FUNDS UPON FAILURE TO CONSTRUCT PROJECT FACILITIES

(a) Failure to Construct Dam or Reservoir

If the Agency fails in any substantial respect to cause the dam or reservoir to be constructed and completed in accordance with this contract and if the Agency does not cause such failure to be remedied to the State's satisfaction within 90 days, or within some greater period as determined by the State, from the receipt of written notice of such failure from the State, the Agency shall, upon written demand by the State, pay to the State a sum of money

equal to the total amount of money previously disbursed to the Agency pursuant to Articles 5 and 6 hereof. Upon receipt of the payment from the Agency provided for in this subdivision, this contract shall terminate and shall no longer be binding upon the parties hereof, or either of them.

(b) Failure to Construct Onshore Recreation Facilities or Fish Enhancement Facility

If the Agency fails in any substantial respect to cause the onshore recreation facilities or the fish enhancement facility to be constructed and completed in accordance with this contract and if the Agency does not cause such failure to be remedied to the State's satisfaction within 90 days, or within some greater period as determined by the State, from the receipt of written notice of such failure from the State, the Agency shall, upon written demand by the State, pay to the State a sum of money equal to the total amount of money previously disbursed to the Agency pursuant to subdivision (b) of Article 5 hereof and to Article 6 hereof, for failure to construct the onshore recreation facilities, and pursuant to subdivision (d) of Article 5 hereof, for failure to construct the fish enhancement facility. The provisions of the recreation plan shall no longer be binding upon the Agency after the receipt by the State of the payment from the Agency provided for in this subdivision for a failure to construct the onshore recreation facilities and the provisions in the fish enhancement plan shall no longer be binding upon the Agency after the receipt by the State of the payment from the Agency provided for in this subdivision for a failure to construct the fish enhancement facility.

11. RETURN OF STATE FUNDS UPON FAILURE TO OPERATE OR MAINTAIN PROJECT FOR RECREATION OR FISH ENHANCEMENT PURPOSES

(a) Failure to Operate for Recreation Purposes

If the Agency fails in any substantial respect to cause the dam, reservoir, or completed onshore recreation facilities to be operated or maintained for recreation purposes in accordance with this contract, and if the Agency does not cause such failure to be remedied to the State's satisfaction within 90 days, or within some greater period as determined by the State, from the receipt of written notice of such failure from the State, the Agency shall, upon written demand by the State, pay to the State a sum of money equal to the total amount of money previously disbursed to the Agency pursuant to subdivision (b) of Article 5 hereof and to Article 6 hereof, minus the amount of money that is derived by multiplying 2.22 percent of said total amount of money previously disbursed to the Agency by the number of years that the dam, reservoir, and completed onshore recreation facilities were operated and maintained in accordance with this contract up to, but not including, the year in which such failure occurred. In calculating such number of years of operation and maintenance, such operation and maintenance shall be deemed to have commenced upon the date of completion of the construction of the dam and reservoir and the year in which such date occurs shall be computed as one full year of operation and maintenance, provided such failure did not occur in that year. Upon receipt by the State of the payment from the Agency provided for in this subdivision, the provisions of the recreation plan, and the other provisions of this contract applicable to the operation of the project for recreation purposes, shall no longer be binding upon the Agency.

(b) Failure to Operate for Fish Enhancement Purposes

If the Agency fails in any substantial respect to cause the dam, reservoir, or completed fish enhancement facility to be operated or maintained for fish enhancement purposes in accordance with this contract, or fails to comply with subdivision (h) of Article 21 hereof, and if the Agency does not cause such failure to be remedied to the State's satisfaction within 90 days, or within some greater period as determined by the State, from the receipt of written notice of such failure from the State, the Agency shall, upon written demand by the State, pay to the State a sum of money equal to the total amount of money previously disbursed to the Agency pursuant to subdivision (d) of Article 5 hereof, minus the amount of money that is derived by multiplying 2.22 percent of said total amount of money previously disbursed to the Agency by the number of years that the dam, reservoir, and completed fish enhancement facility were operated and maintained in accordance with this contract up to, but not including, the year in which such failure occurred. In calculating such number of years of operation and maintenance, such operation and maintenance shall be deemed to have commenced upon the date of completion of the construction of the dam and reservoir and the year in which such date occurs shall be computed as one full year of operation and maintenance, provided such failure did not occur in that year. Upon receipt by the State of the payment from the Agency provided for in this subdivision, the provisions of the fish enhancement plan, and the other provisions of this contract applicable to the operation of the project for fish enhancement purposes, shall no longer be binding upon the Agency.

12. RECREATION PLAN RESERVE ACCOUNT

(a) Purpose

The Agency shall establish a reserve account within the project construction fund, entitled "Recreation Plan Reserve Account", separate and distinct from all other moneys and accounts of the Agency, to assure the financing of the recreation plan. Said reserve account shall be drawn upon by the Agency for the purpose of paying the costs of constructing the onshore recreation facilities in accordance with the recreation plan, and the Agency shall not draw upon such account for any other purpose.

(b) Deposit

The Agency shall have the sum of Six Hundred Seventy-One Thousand Nine Hundred Dollars (\$671,900) on deposit in said reserve account on or before July 1, 1966.

(c) Investment

The Agency may invest the funds in said reserve account in United States Treasury obligations and in bank time deposits.

(d) Abolishment

Upon the payment of the construction costs of all the onshore recreation facilities, the Agency may abolish said reserve account and use the remaining funds for any Agency purpose.

13. OBLIGATION TO TAX OR ASSESS FOR RECREATION PLAN

(a) Obligation to Tax or Assess

If the Agency fails to raise sufficient funds by other means, its governing body shall levy or cause to be levied taxes or assessments sufficient to pay the costs of constructing, operating, and maintaining the onshore recreation facilities and the recreation areas in accordance with the recreation plan and to make the deposit into the Recreation Plan Reserve Account pursuant to Article 12 hereof.

(b) Enforcement by Officers of Agency

Taxes or assessments levied or caused to be levied by the governing body of the Agency pursuant to subdivision (a) of this article shall be enforced and collected by all officers of the Agency charged with the duty of enforcing and collecting taxes or assessments levied or caused to be levied by the Agency.

(c) Enforcement of Levy

In the event of failure, neglect, or refusal of any officer of the Agency to levy or cause to be levied any tax or assessment pursuant to subdivision (a) of this article, or to enforce or collect the tax or assessment, the State may take such action in a court of competent jurisdiction as it deems necessary to compel the performance in their proper sequence of all such duties. Action taken pursuant hereto shall not deprive the State of or limit any other remedy provided by this contract or by law.

C. RECREATION PLAN

14. DEFINITIONS

When used in this Part C, the following terms shall have the meanings hereinafter set forth:

- (a) Boat ramp: A graded and surface-stabilized inclined roadway designed and constructed to provide for launching boats onto and removing boats from the surface of the water in a reservoir by means of a boat trailer.
- (b) Campground: A portion of a recreation area which the Agency shall cause to be developed primarily for camping.
- (c) Circulation road: A road which is constructed or operated primarily for automobile travel within a developed portion of a recreation area.
- (d) Entrance station: A building or other facility so located in reference to the recreation developments that it may be operated for the collection of fees, as a checkpoint for control or use of the recreation area, or for the dissemination of information.
- (e) Family camp unit: A group of facilities within a campground, including a table and related seating facilities, a camp stove, a parking spur, and a tent or camp trailer space, developed to accomodate a family for overnight use.
- (f) Family picnic unit: A group of facilities within a picnic ground, including a table and related seating facilities, developed to provide access to a stove and to accomodate a family for a meal in the open air.

- (g) Garbage facilities: Receptacles and foundations necessary to receive garbage and nonburnable refuse.
- (h) Group camp unit: A group of facilities within a campground, including tables and related seating facilities, a place for a campfire, camp stoves, a central parking area and a sleeping area or place to pitch several tents, developed to accommodate a group of people for overnight use.
- (i) Parking area: An area developed for the orderly parking of automobiles or automobile and boat-trailer combinations.
- (j) Parking spur: An area developed for the parking of an automobile or automobile and trailer in conjunction with a family picnic unit or a family camp unit.
- (k) Picnic ground: A portion of a recreation area which the Agency shall cause to be developed primarily for picnicking.
- (l) Pit pump-out toilet: A toilet building designed and constructed so that all wastes are held in an underground concrete vault and are removed by pumping.
- (m) Recreation access road: A road which is constructed or operated for automobile travel to a developed portion of a recreation area.
- (n) Recreation area: That portion of land and water surface which the Agency shall cause to be made available for public recreation use, which is so designated and delineated on Plates 1 through 8, attached hereto and made a part hereof.
- (o) Recreationist: A person who uses the onshore recreation facilities or the recreation areas for recreation purposes.
- (p) Sanitary facilities: Those facilities necessary to collect, treat, or dispose of wastes resulting from public use of the reservoir, onshore recreation facilities, or recreation areas.

(q) Swimming area: That portion of the water in the reservoir designated specifically for swimming use.

(r) Swimming beach: A land area located adjacent to a swimming area and developed for use by sunbathers and swimmers.

(s) Water supply facilities: Those facilities necessary to collect, treat, and transmit potable water from the source to, and to distribute such water within, each of the recreation areas.

15. DESCRIPTION AND LOCATION OF ONSHORE RECREATION FACILITIES

The Agency shall cause the following onshore recreation facilities to be constructed, operated, and maintained substantially at the locations specified in this article and designated on Plates 1 through 8, attached hereto and made a part hereof.

(a) Initial Water Supply Facilities

(1) The following initial water supply facilities, to be known as the Girod Ridge water system, shall be installed as shown on Plate 1, in proper assemblage to provide distribution of potable water to the recreationists:

(i) One water intake unit.

(ii) One pumping installation capable of filling a 19,000-gallon storage tank in 48 hours.

(iii) One water transmission line, extending from the water source to the storage tank, providing sufficient capacity to fill said tank in 48 hours.

(iv) One filter-chlorinator, capable of treating the water transported by equipment to be provided under subparagraph (iii) to be located in a suitable building.

(v) One storage tank of at least 19,000-gallon capacity.

(vi) One water transmission line, at least 3 inches in diameter, extending from the storage tank to the recreation sites to be served with water.

(vii) Such fixtures, water distribution lines, risers, fire hydrants, hose bibbs, and other items as are necessary for the initial water supply and sanitary facilities in said recreation sites to function properly.

(2) The following initial water supply facilities, to be known as the Shadow Ridge water system, shall be installed as shown on Plates 4 and 7, in proper assemblage to provide distribution of potable water to the recreationists:

(i) One water intake unit.

(ii) One pumping installation capable of filling a 6,000-gallon storage tank in 48 hours.

(iii) One water transmission line, extending from the water source to the storage tank, providing sufficient capacity to fill said tank in 48 hours.

(iv) One filter-chlorinator, capable of treating the water transported by equipment to be provided under subparagraph (iii), to be located in a suitable building.

(v) One storage tank of at least 6,000-gallon capacity.

(vi) One water transmission line, at least 4 inches in diameter, extending from the storage tank to the recreation sites to be served with water.

(vii) Such fixtures, water distribution lines, risers, fire hydrants, hose bibbs, and other items as are necessary for the initial water supply and sanitary facilities in said recreation sites to function properly.

(3) The following initial water supply facilities, to be known as the Cottage Creek water system, shall be installed as shown on Plates 1 and 8, in proper assemblage to provide distribution of potable water to the recreationists:

(i) One water collection unit.

(ii) One water transmission line, extending from the water source to the storage tank, providing sufficient capacity to fill said tank in 48 hours.

(iii) One filter-chlorinator, capable of treating the water transported by equipment to be provided under subparagraph (ii) to be located in a suitable building.

(iv) One storage tank of at least 5,000 gallon capacity.

(v) One water transmission line, at least 2 inches in diameter, extending from the storage tank to the recreation sites to be served with water.

(vi) Such fixtures, water distribution lines, risers, fire hydrants, hose bibbs, and other items as are necessary for the initial water supply and sanitary facilities in said recreation sites to function properly.

(b) Initial Sanitary Facilities

(1) The following initial sanitary facilities shall be installed at the Yellowjacket observation point shown on Plate 2, in proper assemblage to provide appropriate service to the recreationists:

(i) One restroom building, which shall be of pit pump-out toilet design and contain at least 4 toilet seats, together with an appropriate pump-out concrete vault.

(2) The following initial sanitary facilities shall be installed in the Schoolhouse camp area shown on Plate 3, in proper assemblage to provide appropriate service to the recreationists:

(i) Four restroom buildings, each of which shall contain at least 1 flush urinal, 3 flush toilets, and 4 sinks, together with adequate septic tanks and leach fields.

(ii) Two restroom buildings, each of which shall be of pit pump-out toilet design and contain at least 2 toilet seats, together with an appropriate pump-out concrete vault.

(3) The following initial sanitary facilities shall be installed in the Burnt Bridge camp area shown on Plate 4, in proper assemblage to provide appropriate service to the recreationists:

(1) Two restroom buildings, each of which shall contain at least 1 flush urinal, 3 flush toilets, and 4 sinks, together with adequate septic tanks and leach fields.

(ii) One restroom building, which shall be of pit pump-out toilet design and contain at least 2 toilet seats, together with an appropriate pump-out concrete vault.

(4) The following initial sanitary facilities shall be installed in the Hornswoggle group camp area shown on Plate 5, in proper assemblage to provide appropriate service to the recreationists:

(1) Two restroom buildings, each of which shall contain at least 1 flush urinal, 3 flush toilets, and 4 sinks, together with adequate septic tanks and leach fields.

(ii) Two restroom buildings, each of which shall be of pit pump-out toilet design and contain at least 2 toilet seats, together with an appropriate pump-out concrete vault.

(5) The following initial sanitary facilities shall be installed in the Dark Day picnic area

shown on Plate 6, in proper assemblage to provide appropriate service to the recreationists:

(i) Two restroom buildings, each of which shall be of pit pump-out toilet design and contain at least 2 toilet seats, together with an appropriate pump-out concrete vault.

(ii) Two restroom buildings, each of which shall be of pit pump-out toilet design and contain at least 4 toilet seats, together with an appropriate pump-out concrete vault.

(6) The following initial sanitary facilities shall be installed in the Shadow Ridge picnic area shown on Plate 7, in proper assemblage to provide appropriate service to the recreationists:

(i) Two restroom buildings, each of which shall be of pit pump-out toilet design and contain at least 2 toilet seats, together with an appropriate pump-out concrete vault.

(ii) One restroom building, which shall be of pit pump-out toilet design and contain at least 4 toilet seats, together with an appropriate pump-out concrete vault.

(7) The following initial sanitary facilities shall be installed at the Cottage Creek swimming beach shown on Plate 8, in proper assemblage to provide appropriate service to the recreationists:

(i) One restroom building, which shall be of pit pump-out toilet design and contain at least 2 toilet seats, together with an appropriate pump-out concrete vault.

(ii) One combination restroom and dressing room building. Said restroom shall be of pit pump-out toilet design and contain at least 4 toilet seats, together with an appropriate

pump-out concrete vault. Said dressing room, equally divided for each sex, shall accomodate at least 16 persons and shall be equipped with a suitable canvas roof during the recreation season.

(8) The following initial sanitary facilities shall be installed in the Cottage Creek boat launching area shown on Plate 8, in proper assemblage to provide appropriate service to the recreationists:

(i) One restroom building, which shall be of pit pump-out toilet design and contain at least 4 toilet seats, together with an appropriate pump-out concrete vault.

(9) Sufficient garbage facilities at appropriate locations to best serve the needs of the recreationists in the recreation areas related to the reservoir.

(c) Other Onshore Recreation Facilities

(1) Sixty-six family camp units, which shall be located in said Schoolhouse camp area. Forty of these camp units shall be constructed and designated as tent camp units, Twenty-six of these camp units shall be constructed and designated as trailer camp units.

(2) Thirty family camp units, which shall be located in said Burnt Bridge camp area. Fifteen of these camp units shall be constructed and designated as tent camp units. Fifteen of these camp units shall be constructed and designated as trailer camp units.

(3) Six group camp units, which shall be located in said Hornswoggle group camp area.

(4) Thirty family picnic units, which shall be located in said Dark Day picnic area.

(5) Thirty family picnic units, which shall be located in said Shadow Ridge picnic area.

(6) One boat ramp, consisting of a double lane, extending from elevation 1,955 feet to elevation 1,855 feet, and a single lane extending from elevation 1,855 feet to elevation 1,755 feet, which shall be located in the Dark Day picnic area.

Surface-treated parking areas shall be provided to accommodate at least 100 automobile and boat-trailer combinations and shall be located a maximum of 400 feet from said boat ramp.

(7) One double-lane boat ramp, extending from elevation 1,960 feet to elevation 1,850 feet, which shall be located in the Cottage Creek area. Surface-treated parking areas shall be provided to accommodate at least 100 automobile and boat-trailer combinations and shall be located a maximum of 400 feet from said boat ramp.

(8) One swimming area, properly marked to exclude boating, which shall be located in the Cottage Creek swimming area.

(9) One swimming beach, which shall be located in the Cottage Creek area, having a maximum slope of 20 percent upslope and 10 percent downslope from elevation 1,955 feet. Said beach shall extend upslope from elevation 1,955 feet 20 lineal feet, measured horizontally. Said beach shall extend downslope from elevation 1,955 feet to elevation 1,905 feet. A surface-treated parking area shall be provided to accommodate at least 90 automobiles, and shall be located a maximum of 400 feet from said beach.

(10) One observation point as shown on Plate 2 that will provide a surface-treated parking area for at least 68 automobiles.

(11) Such entrance stations as are necessary for the collection of fees, for control or use of the recreation area, or for the dissemination of information.

(12) Sufficient recreation access roads and circulation roads at appropriate locations to serve the onshore recreation facilities.

(d) Basic General Recreation Facilities Specifications

(1) Each of the family camp units required by this contract shall be in a maximum density of 4 units per acre assembled in a manner which will permit the users thereof to have ready access to appropriate sanitary and water supply facilities. There shall be one hose bibb per 5 camp units with a maximum distance of 300 feet from each camp unit to a hose bibb. The maximum distance from each camp unit to a restroom building shall be 400 feet. One Klamath stove and one table-bench combination, with the surface dimensions of the table at least 2 feet 11 inches by 7 feet, shall be provided in each camp unit. Each tent camp unit required by this contract shall have a cleared area of at least 750 square feet, of which at least 270 square feet shall be leveled for tent space and shall have a parking spur for an automobile of which at least 200 square feet shall be surface-treated. Each trailer camp unit required by this contract shall have a cleared area of at least 750 square feet, of which at least 270 square feet shall be leveled and shall have a parking spur for an automobile and camp trailer of which at least 400 square feet shall be surface-treated.

(2) Each of the group camp units required by this contract shall be in a maximum density of 3 units per 5 acres assembled in a manner which will permit the users thereof to have ready access to

appropriate sanitary and water supply facilities. There shall be at least one hose bibb within each group camp unit. The maximum distance from each group camp unit to a restroom building shall be 400 feet. Each group camp unit shall be designed to accommodate at least 25 persons and shall have at least 4 Klamath stoves, 4 table-bench combinations and one work table, with the surface dimensions of each table at least 2 feet 11 inches by 7 feet, and a cleared and leveled area to accommodate at least 6 tents. Surface-treated central parking areas shall be provided to accommodate at least 12 automobiles per group camp unit and shall be located a maximum of 400 feet from each group camp unit.

(3) Each of the family picnic units required by this contract shall be assembled in a manner which will permit the users thereof to have ready access to appropriate sanitary and water supply facilities. There shall be one hose bibb per 5 picnic units with a maximum distance of 300 feet from each picnic unit to a hose bibb. The maximum distance from each picnic unit to a restroom building shall be 400 feet. One Klamath stove and a table-bench combination, with the surface dimensions of the table at least 2 feet 11 inches by 7 feet, shall be provided in each picnic unit. Surface-treated parking areas shall be provided to accommodate at least one automobile per picnic unit and shall be located a maximum of 400 feet from each picnic unit.

(4) The boat ramps required by this contract shall have a compacted rock aggregate base at least 4 inches thick, and a launching surface of roughened reinforced concrete at least 4 inches thick, except that the boat ramp required by this contract, extending from elevation 1,855 feet to elevation 1,755 feet in the Dark Day

picnic area shall be constructed of compacted rock aggregate at least 12 inches thick. Each boat ramp shall have a slope not less than 7 percent or greater than 12 percent. Each lane of the boat ramp shall be at least 12 feet wide. A turnaround shall be provided at least every 150 feet along each boat ramp. Each turnaround shall have a minimum turning radius of 35 feet and shall be constructed of compacted rock aggregate at least 6 inches thick.

(5) The swimming beach required by this contract shall be free of vegetation, debris, or other hazards, and shall have a layer of sand or pea-size decomposed granite, at least 6 inches thick.

(6) Each road and parking area required by this contract shall be constructed in accordance with the following criteria:

(i) Single-lane circulation roads shall be 10 feet wide and double-lane circulation and recreation access roads shall be 20 feet wide. Each road shall have rock aggregate shoulders not less than 2 feet wide and 6 inches thick.

(ii) Circulation and recreation access roads and parking areas shall have a bituminous surface coat with sand blotter, placed on compacted rock aggregate base at least 6 inches thick.

(iii) Perimeter barriers shall be installed not greater than 20 inches above ground level along circulation roads and parking areas to prevent driving and parking off roadway.

(iv) Road gradient shall not exceed 8 percent.

(v) Circulation and recreation access roads shall have a minimum curvature radius of 50 feet.

(vi) Culverts, not less than 12 inches in diameter, shall be installed where roads intercept natural drainage channels.

16. TIMING, MANNER, AND STANDARDS OF CONSTRUCTION OF ONSHORE RECREATION FACILITIES

(a) Onshore recreation facilities completion date

The Agency shall cause the construction of the onshore recreation facilities to be completed, and said facilities shall be made available for public use, not later than June 30, 1970; provided, that said date for completion may be extended upon written approval of the State.

(b) Construction pursuant to plans and specifications

The onshore recreation facilities shall be constructed in accordance with detailed plans and specifications that shall be submitted to, and that are approved in writing by, the State, or with any revisions thereof approved by the State.

(c) Basic construction standards guide

The onshore recreation facilities shall be designed and constructed to standards that shall be adequate to protect the health, safety, and welfare of the public as determined by the State in consideration of the type and amount of proposed recreational use of said facilities.

(d) Code provisions

The provisions of Chapter 1 of Part 7 of Division 2 of the California Labor Code and the provisions of Division 5 of Title 1 of the California Government Code, including any amendments thereof, if applicable, shall be complied with in the construction of the onshore recreation facilities.

(e) Determination of completion of construction

For the purposes of this contract, construction of the onshore recreation facilities shall be considered to be completed or terminated when so determined by the State.

17. OPERATION FOR RECREATION PURPOSES

(a) Minimum Pool of Reservoir

The Agency shall cause the dam and reservoir to be operated for recreational purposes in such a manner that at no time during any year of the term of this contract will storage be drawn below elevation 1732 feet, U.S.G.S. datum, except for necessary repairs.

(b) Availability to Public

The Agency shall cause the reservoir and the onshore recreation facilities and recreation areas to be available to the general public for recreational use, upon terms satisfactory to the State, during the following periods of each year of the term of this contract, weather conditions permitting, without regard to race, color, or creed:

(1) The water in the reservoir and other portions of the recreation areas not covered by paragraphs (2) and (3) below: January 1, inclusive, through December 31.

(2) Picnic Grounds, Campgrounds, Swimming Areas, and Beach Areas: May 15, inclusive, through September 30, except that the Agency shall make available during January 1, inclusive, through December 31, such picnic units and camp units as the State may require in order that the recreationists will be adequately served.

(3) Boat Ramps: May 15, inclusive, through September 30, except that the Agency shall also make the boat ramps available at such other times during each year of the term of this contract as the State may require in order that the recreationists will be adequately served.

(c) Compliance with Public Health and Safety Laws

The Agency shall cause the dam and reservoir and the onshore recreation facilities and recreation areas to be operated in compliance with all laws, regulations, orders, and other lawful directives of the State of California and of local agencies pertaining to public health and safety that are from time to time applicable to such operation.

(d) Fees for Recreational Use

Fees for recreational use of the reservoir and for use of the onshore recreation facilities and recreation areas shall not exceed those set forth in the following schedule and the same fee shall be charged to all members of the general public for such usage:

FEE SCHEDULE

Family Camp Unit	\$1.00 per automobile per night
Group Camp Unit	\$5.00 per night or \$25.00 per week per unit

Boat Launching Ramp	\$0.50 per boat per visit to the recreation area
Family Picnic Unit	\$0.50 per automobile per day
Swimming	No charge

Upon approval of the State, the above fee schedule may be revised to reflect fees being currently charged in the general area for similar services, to reflect reasonable operation and maintenance expenses of the Agency, and to allow for compensation for any additional services that may be provided in connection with the onshore recreation facilities; provided, that the above fee schedule may be revised without approval of the State in relation to fees charged for use of the onshore recreation facilities that are operated by the United States Forest Service and which fees are established and charged pursuant to the laws and regulations applicable to the United States Forest Service.

(e) Maintenance

The Agency shall cause the dam and reservoir and the onshore recreation facilities and recreation areas to be maintained at all times in a safe, clean, sanitary, wholesome, and attractive condition and shall to that end, among other things, provide or cause to be provided, to the extent legally possible, reasonably adequate:

- (1) Law enforcement in the recreation areas.
- (2) Servicing of the sanitary facilities and the recreation areas, including garbage collection.
- (3) General supervision of the dam and reservoir and the onshore recreation facilities and recreation areas and of the recreational activities therein and thereon.

18. REPORTS ON RECREATIONAL OPERATION

In the year following the year in which construction of the dam and reservoir is completed, and in each year thereafter, the Agency shall furnish or cause to be furnished to the State, on or before April 1, a written report on the recreational operation during the preceding year of the dam, reservoir, completed onshore recreation facilities, and recreation areas, which report shall include the following:

(1) An analysis of the adequacy of the existing onshore recreation facilities to meet the recreational demand.

(2) A statement of the total recreational use of the reservoir, onshore recreation facilities, and recreation areas; a calculation of use by recreation facilities and recreation area, and a calculation of use by recreational activity and by area of residence of the user.

(3) A statement of expenditures made for the operation and maintenance of the dam and reservoir for recreation and for the operation and maintenance of the onshore recreation facilities and recreation areas, and a statement of the revenues collected from their operation.

D. FISH ENHANCEMENT PLAN

19. FISH ENHANCEMENT FACILITY

The Agency shall cause to be constructed for fish enhancement purposes a multi-level intake facility as an integral part of the dam substantially as shown on Plate 10, attached hereto and made a part hereof. The penstocks of said dam shall have two intakes to receive water from the reservoir. Each intake when operated singly shall have a design capacity of at least 3,220 cubic feet per second. The invert of the upper intake shall be at elevation 1796.5 feet. The invert of the lower intake shall be at elevation 1620 feet. The upper intake shall be equipped with adjustable intake shutters to enable the withdrawal of water at selected points between elevation 1830 feet and elevation 1925 feet.

20. MANNER AND STANDARDS OF CONSTRUCTION OF FISH ENHANCEMENT FACILITY

(a) Construction Pursuant to Plans and Specifications

The fish enhancement facility shall be constructed in accordance with detailed plans and specifications that shall be submitted to, and that are approved in writing by, the State, or with any revisions thereof approved by the State.

(b) Basic Construction Standards Guide

The fish enhancement facility shall be designed and constructed to standards that shall be adequate to protect the health, safety and welfare of the public as determined by the State in consideration of the use of said facility for fish enhancement purposes.

(c) Code Provisions

The provisions of Chapter 1 of Part 7 of Division 2 of the California Labor Code and the provisions of Division 5 of Title 1 of the California Government Code, including any amendments

thereof, if applicable, shall be complied with in the construction of said fish enhancement facility.

(d) Determination of Completion of Construction

For the purposes of this contract, construction of said fish enhancement facility shall be considered to be completed or terminated when so determined by the State.

21. PROJECT OPERATION AND MAINTENANCE FOR FISH ENHANCEMENT

(a) Minimum Release from New Bullards Bar Dam

The Agency shall maintain a continuous downstream fish release of at least 5 cubic feet of water per second throughout the year from New Bullards Bar Dam to the New Colgate Power Plant.

(b) Minimum Streamflow Below New Narrows Power Plant

The Agency shall make sufficient releases of water from Englebright Reservoir to maintain in the Yuba River immediately below Daguerre Point Dam the following minimum flows during the periods indicated for the maintenance of fishlife:

January 1 through March 31	245 cubic feet per second
October 1 through December 31	400 cubic feet per second

These flows shall be maintained throughout the spawning area designated on Plate 9, attached hereto and made a part hereof. Said spawning area shall consist of that portion of the streambed of the Yuba River extending from New Narrows Power Plant to the confluence of the Yuba and Feather Rivers. These flow releases shall be made in addition to releases made to satisfy existing downstream water rights on the Yuba River.

(c) Reduction in Releases

Water releases for fishlife shall be subject to reduction in critical dry years. A critical dry year, as used herein, means any water year for which the April forecast of the State predicts

that streamflow in the Yuba River at Smartville will be 50 percent or less of normal. This provision shall be effective from the time said forecast is available until the April 1 forecast of the following year. The permissible water release reduction for a critical dry year shall be as follows:

<u>Yuba River at Smartville Streamflow Forecast Percent of Normal</u>	<u>Reduction in Water Releases for Fishlife, Percent</u>
50	15
45	20
40 or less	30

However, in no event shall water releases for fishlife within the spawning area designated on Plate 9 be reduced to less than 70 cubic feet per second.

(d) Releases from Englebright Dam

Except for flood flows and uncontrolled flows of tributary streams, the releases from Englebright Dam during the period October 16 through January 15 shall be continuous and uniform, but the scheduled releases for the periods specified below shall be within the following prescribed limits:

<u>Period</u>	<u>Releases - CFS</u>
October 16 through October 31	600 - 1,050
November 1 through November 30	600 - 700
December 1 through December 31	600 - 1,400
January 1 through January 15	1,000 - 1,850

The releases during these specified periods shall not vary more than 15 percent from the uniform releases specified above and the Agency shall minimize such variance to the maximum extent possible.

Except in case of emergencies, during years other than critical dry years as defined in subdivision (c) above, minimum

continuous releases by the Agency from Englebright Dam during the period January 16 through March 31 shall be 600 cubic feet per second, subject to the above 15 percent variance.

(e) Flow Fluctuation in Spawning Area

The allowable reduction in the average continuous flow in the spawning area during the operational period of October 15 through October 31 shall be minimized and limited to not more than 35 percent of the average flow during the preceding seven-day period. The allowable reduction in the average continuous flow in the spawning area during November 1 through November 30 shall be minimized and limited to not more than 15 percent of the average continuous flow during the preceding fifteen-day period. When the storage and runoff may allow a higher uniform flow during October and November without a reduction of flow in December, the uniform scheduled releases in October and November may be increased.

(f) Temperatures of Flows in Spawning Area

During the period October 1 through March 31, inclusive, of each year of the term of this contract, the Agency shall regulate the water releases through the multi-level intake facility in the dam so as to provide, to the maximum extent possible, water temperatures between 46 degrees Fahrenheit and 56 degrees Fahrenheit in the spawning area and shall make all reasonable efforts to maintain a constant temperature of 52 degrees Fahrenheit in the spawning area.

(g) Achievement of Fish Enhancement Benefits

In operating and maintaining the project for fish enhancement, the Agency shall refrain from intentionally or negligently doing any act, or failing to do any act, which would impair the achievement of the fish enhancement benefits described in the project feasibility report.

(h) Availability of Spawning Area

The Agency shall cause the spawning area designated on Plate 9 to be continuously available throughout the term of this contract in a condition substantially the same as on the date of commencement of this contract; provided, however, that any action by the State of California or the federal government which results in a change in such conditions shall not constitute a breach by the Agency of this provision.

(i) Availability to Public

The Agency shall cause the Log Cabin Diversion Dam and Reservoir, the Hour House Diversion Dam and Reservoir, and the reach of the North Yuba River between Colgate Diversion Dam and the confluence with the Middle Yuba River to be available to the general public for angling use throughout each year of the term of this contract without regard to race, color or creed.

(j) Compliance with Public Health and Safety Laws

The Agency shall cause the project to be operated and maintained for fish enhancement in compliance with all laws, regulations, orders, and other lawful directives of the State of California and of local agencies that are from time to time applicable to such operation and maintenance.

22. REPORTS ON PROJECT OPERATION FOR FISH ENHANCEMENT

In the year following the year in which construction of the project is completed, and in each year thereafter, the Agency shall furnish or cause to be furnished to the State, on or before

the fifteenth day of each month, a written report on the operation of the project for fish enhancement during the preceding month. Said report shall consist of

(1) a continuous streamflow hydrograph indicating the quantities of flow in the spawning area designated on Plate 9; and

(2) a continuous thermograph indicating the temperatures of the water in said spawning area.

E. ACCOUNTING PROVISIONS

23. DEPOSITS OF GRANT DISBURSEMENTS IN SPECIAL ACCOUNTS EXPENDITURE RECORDS

The money disbursed to the Agency pursuant to Article 5(b) hereof shall be deposited in a special account entitled "State Dam and Reservoir Grant Account". The money disbursed to the Agency pursuant to Article 5(d) hereof shall be deposited in a special account entitled "State Fish Enhancement Grant Account". The money disbursed to the Agency pursuant to Article 6 hereof shall be deposited in a special account entitled "State Facilities Grant Account". These accounts shall be established by the Agency separate and distinct from all other accounts of the Agency and the Agency shall keep complete and accurate records of the expenditures that are made from said special accounts.

24. REPORTS ON EXPENDITURES AND PROJECT CONSTRUCTION

(a) Annual Reports After Disbursement

On or before the 20th day of the quarter following the quarter in which money is first disbursed pursuant to this contract, on or before the 20th day of each succeeding quarter thereafter prior to the completion or termination of construction of the project, and on or before the 45th day after the date on which such construction is completed the Agency shall furnish a written report to the State, on a form provided by the State containing:

(1) An account of all previous expenditures of money disbursed to the Agency under this contract which have not been previously reported and of the purposes of such expenditures.

(2) An account of the balance of money disbursed to the Agency by the State under this contract on hand at the time of said report.

(3) A description of the progress of construction of the project.

(b) Reports Prior to Disbursement

Prior to the first disbursement of money pursuant to Article 5 hereof, the State may from time to time request in writing a report on the progress of construction of the project. The Agency shall furnish the requested report to the State on or before the 20th day of the quarter following the quarter in which the written request for the report was received by the Agency.

F. GENERAL PROVISIONS

25. BASIC OPERATION AND MAINTENANCE STANDARDS

The Agency shall cause the dam, reservoir, fish enhancement facility, and onshore recreation facilities to be operated for recreational and fish enhancement purposes in an efficient and economical manner; shall provide for the making of all repairs, renewals, and replacements necessary to the efficient operation of the same; and shall cause the same to be maintained in as good and efficient condition as upon their construction, ordinary and reasonable wear and depreciation excepted.

26. INSPECTIONS OF PROJECT BY STATE

The State shall have the right to inspect the work being performed and the facilities being constructed at any and all times during the construction of the project and to inspect the project and the operation and maintenance thereof at any and all times after their completion. The Agency shall notify the State

of the final inspection of the project by the Agency pursuant to each construction contract at least ten (10) days prior to the date for the inspection.

27. OTHER CONTRACTS CONCERNING OPERATION

Any and all contracts or agreements which the Agency may enter into with others which relate directly or indirectly to the operation of the project for recreational or fish enhancement purposes or to the operation of the onshore recreation facilities or the fish enhancement facility shall be subject to this contract and the Agency shall so provide in such contracts or agreements.

28. STATE TO BE HELD HARMLESS FROM PROJECT DAMAGE

The Agency agrees to indemnify the State of California, the State Department of Water Resources, and their officers, agents, and employees against and to hold the same free and harmless from any and all claims, demands, damages, losses, costs, expenses, or liability due or incident to, either in whole or in part and whether directly or indirectly, the design, construction, operation, repair, maintenance, existence, or failure of the project or of any of the project works or facilities.

29. REMEDIES NOT EXCLUSIVE

The use by either party of any remedy specified herein for the enforcement of this contract is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

30. AMENDMENTS

This contract may be amended at any time by mutual agreement of the parties, except insofar as any proposed amendments are in any way contrary to applicable law.

31. OPINIONS AND DETERMINATION

Where the terms of this contract provide for action to be based upon the opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

32. CONTRACTING OFFICER OF THE STATE

The contracting officer of the State shall be the Director of Water Resources of the State of California and his successors, or their duly authorized representatives. The contracting officer shall be responsible for all discretionary acts, opinions, judgments, approvals, reviews, and determinations required of the State under the terms of this contract.

33. SUCCESSORS AND ASSIGNS OBLIGATED

This contract and all of its provisions shall apply to and bind the successors and assigns of the parties hereto.

34. ASSIGNMENT

No assignment or transfer of this contract or any part hereof, rights hereunder, or interest herein by the Agency shall be valid unless and until it is approved by the State and made subject to such reasonable terms and conditions as the State may impose.

35. WAIVER OF RIGHTS

It is the intention of the parties hereto that from time to time either party may waive certain of its rights under this contract. Any waiver at any time by either party hereto of its rights with respect to a default or any other matter arising in connection with this contract shall not be deemed to be a waiver with respect to any other default or matter.

36. NOTICES

All notices that are required either expressly or by implication to be given by one party to the other under this contract shall be signed for the State by its contracting officer and for the Agency by such officers as it may, from time to time, authorize in writing to so act. All such notices shall be deemed to have been given if delivered personally or if enclosed in a properly addressed postage-prepaid envelope and deposited in a United States Post Office for delivery by registered or certified mail. Unless and until formally notified otherwise, all notices shall be addressed to the parties at their addresses as shown on the signature page of this contract.

37. INSPECTION OF BOOKS, RECORDS, AND REPORTS

During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records, or reports of the other party pertaining to this contract or matters related hereto. Each of the parties hereto shall maintain and make available for such inspection accurate records of all of its costs, disbursements, and receipts with respect to its activities under this contract.

38. CONTRACT NOT TO AFFECT STATE SUPERVISION OF DAMS JURISDICTION

The provisions of this contract shall not affect in any way the powers, duties, and jurisdiction of the State under the provisions in Part 1 of Division 3 of the Water Code, pertaining to supervision of dams.

39. SUIT ON CONTRACT

Each of the parties hereto may sue and be sued with respect to this contract.

40. SIGN REFERRING TO DAVIS-GRUNSKY FINANCING

The Agency shall cause a permanent sign to be installed in each recreation area which shall include the following statement:

"The Recreation and Fish Enhancement Features of This Project Were Financed Under the Davis-Grunsky Act Program Administered by the California Department of Water Resources."

The sign may contain additional statements which recognize the participation of other government agencies in the Agency's Yuba River Development. The sign shall be installed before the onshore recreation facilities are made available to the public. The location and makeup of the sign, including the dimensions, materials, and lettering of the above statement, shall be as approved by the State.

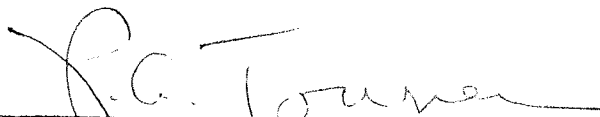
41. DIRECTIONAL SIGNS

The Agency shall cause permanent directional signs to be installed so as to provide adequate directions to the public for reaching the project area. The signs shall be installed on major county roads in the area and in as close proximity as possible to freeway exits before the onshore recreation facilities are made available to the public. The location and the makeup of the signs, including

the dimensions, material and lettering, shall be as approved by the State.


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

Approved as to legal form and sufficiency:




Chief Counsel
Department of Water Resources

STATE OF CALIFORNIA
THE RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES

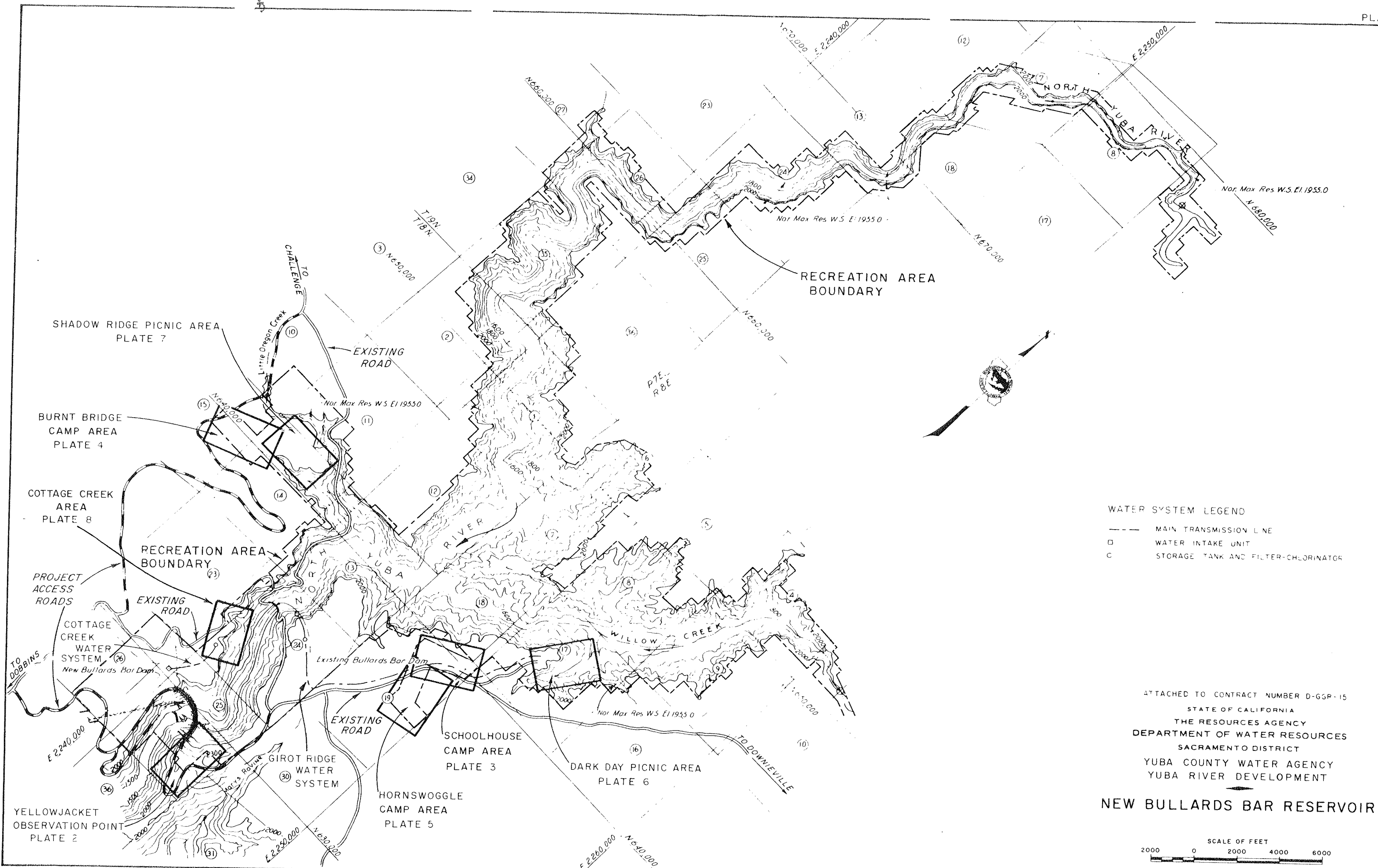
By 

Director
P. O. Box 388
Sacramento, California

YUBA COUNTY WATER AGENCY

By 

Address: *Chairman*



WATER SYSTEM LEGEND

- MAIN TRANSMISSION LINE
- WATER INTAKE UNIT
- STORAGE TANK AND FILTER-CHLORINATOR

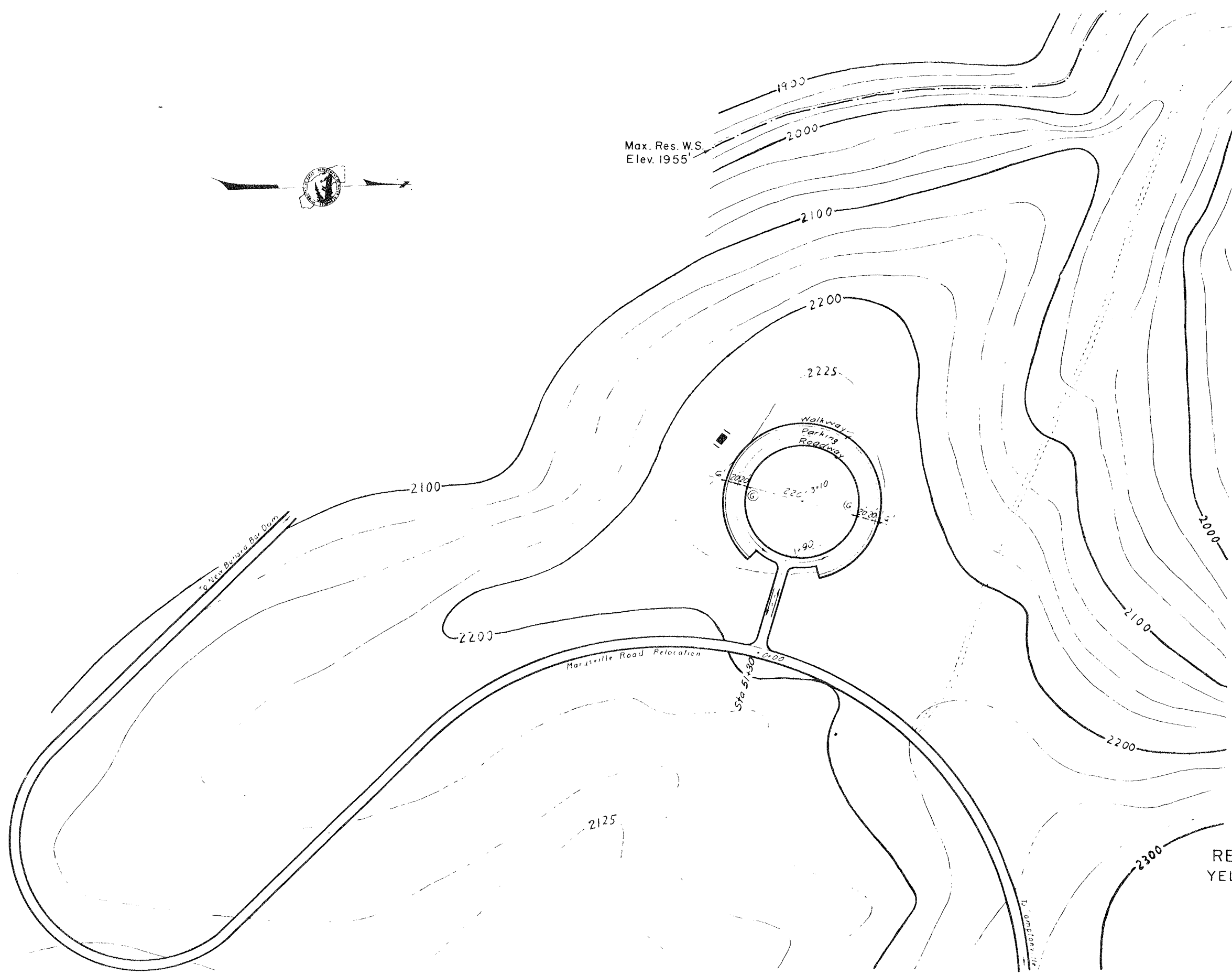
ATTACHED TO CONTRACT NUMBER D-GGP-15
 STATE OF CALIFORNIA
 THE RESOURCES AGENCY
 DEPARTMENT OF WATER RESOURCES
 SACRAMENTO DISTRICT
 YUBA COUNTY WATER AGENCY
 YUBA RIVER DEVELOPMENT

NEW BULLARDS BAR RESERVOIR



SCALE OF FEET
 2000 0 2000 4000 6000



Max. Res. W.S.
Elev. 1955'

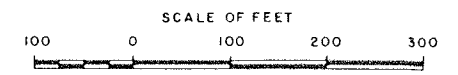


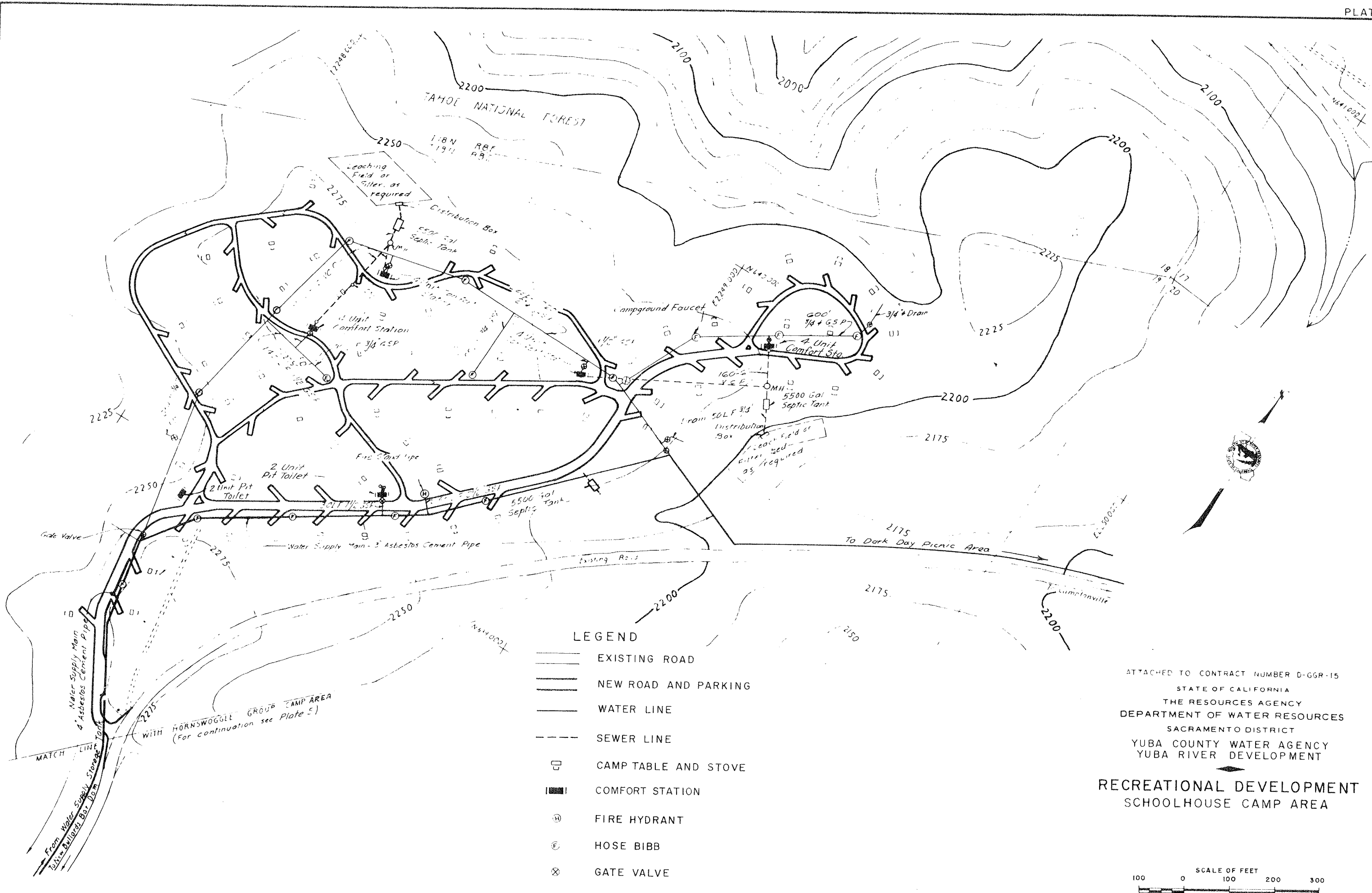
LEGEND

-  NEW ROAD AND PARKING
-  4-UNIT COMFORT STATION

ATTACHED TO CONTRACT NUMBER D-GGR-15
 STATE OF CALIFORNIA
 THE RESOURCES AGENCY
 DEPARTMENT OF WATER RESOURCES
 SACRAMENTO DISTRICT
 YUBA COUNTY WATER AGENCY
 YUBA RIVER DEVELOPMENT

RECREATIONAL DEVELOPMENT
YELLOWJACKET OBSERVATION POINT

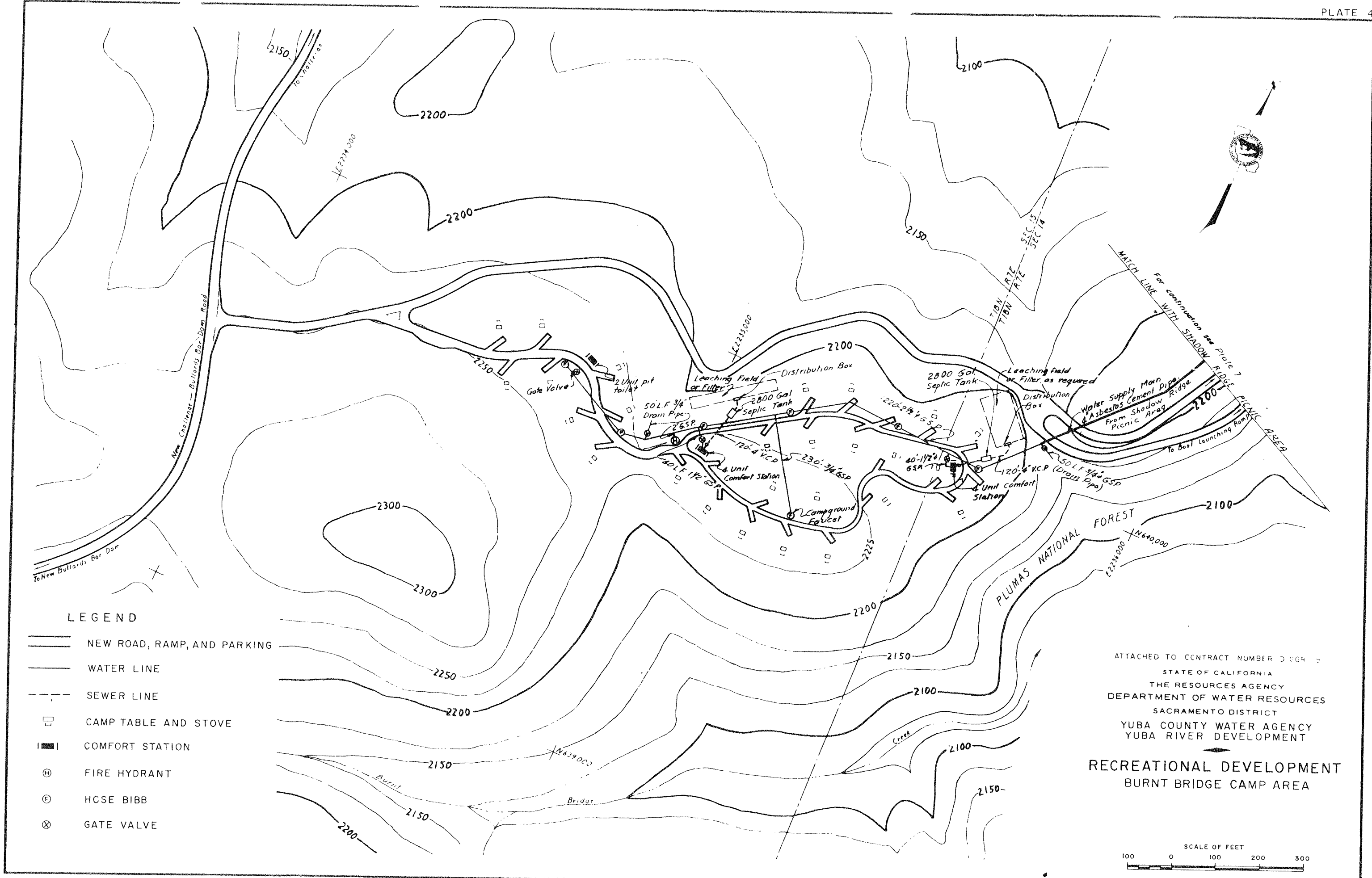




ATTACHED TO CONTRACT NUMBER D-GGR-15
 STATE OF CALIFORNIA
 THE RESOURCES AGENCY
 DEPARTMENT OF WATER RESOURCES
 SACRAMENTO DISTRICT
 YUBA COUNTY WATER AGENCY
 YUBA RIVER DEVELOPMENT

**RECREATIONAL DEVELOPMENT
 SCHOOLHOUSE CAMP AREA**



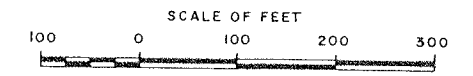


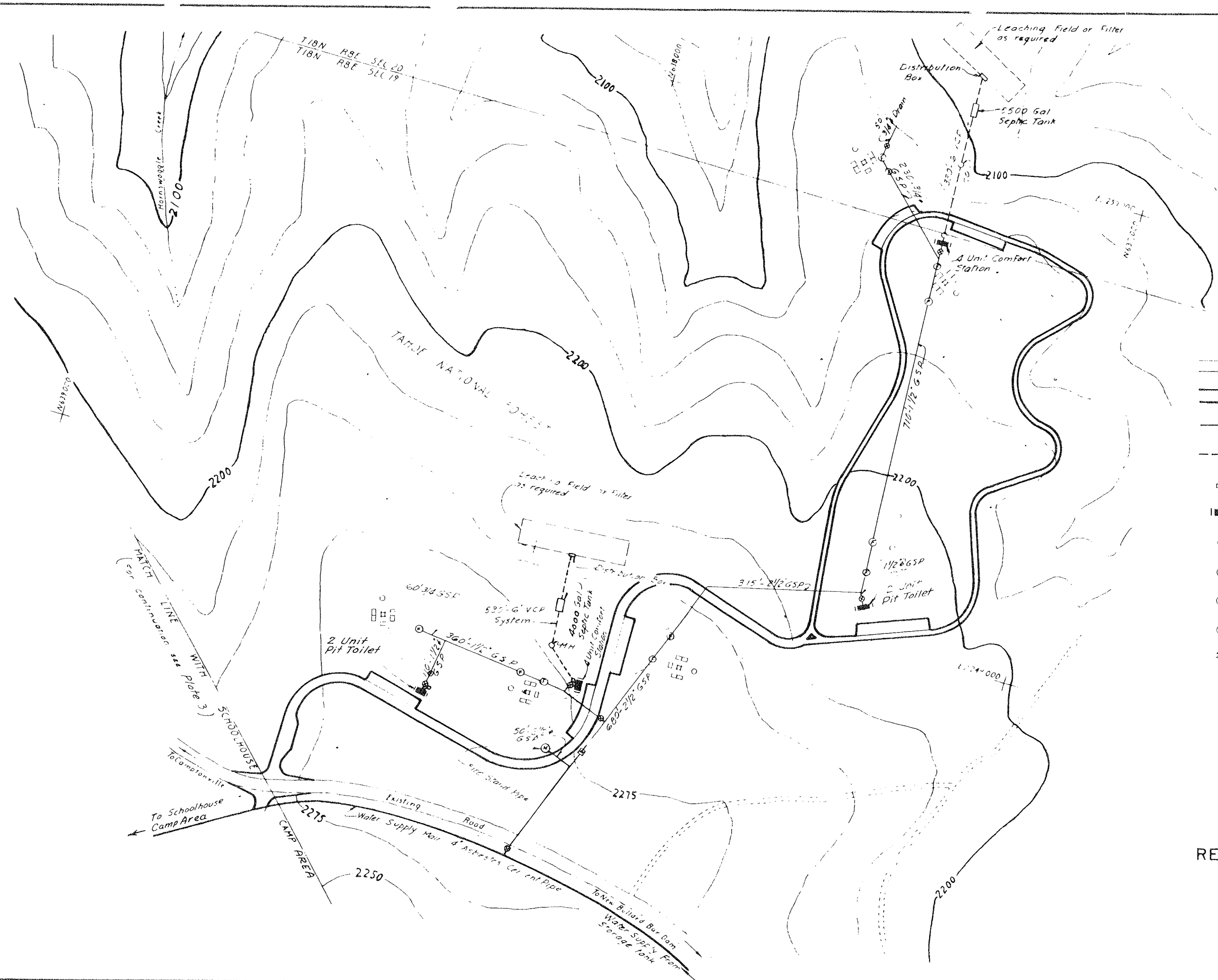
LEGEND

- NEW ROAD, RAMP, AND PARKING
- WATER LINE
- - - SEWER LINE
- ☐ CAMP TABLE AND STOVE
- ▣ COMFORT STATION
- ⊕ FIRE HYDRANT
- ⊙ HCSE BIBB
- ⊗ GATE VALVE

ATTACHED TO CONTRACT NUMBER D CGR 10
 STATE OF CALIFORNIA
 THE RESOURCES AGENCY
 DEPARTMENT OF WATER RESOURCES
 SACRAMENTO DISTRICT
 YUBA COUNTY WATER AGENCY
 YUBA RIVER DEVELOPMENT

RECREATIONAL DEVELOPMENT
 BURNT BRIDGE CAMP AREA



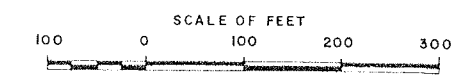


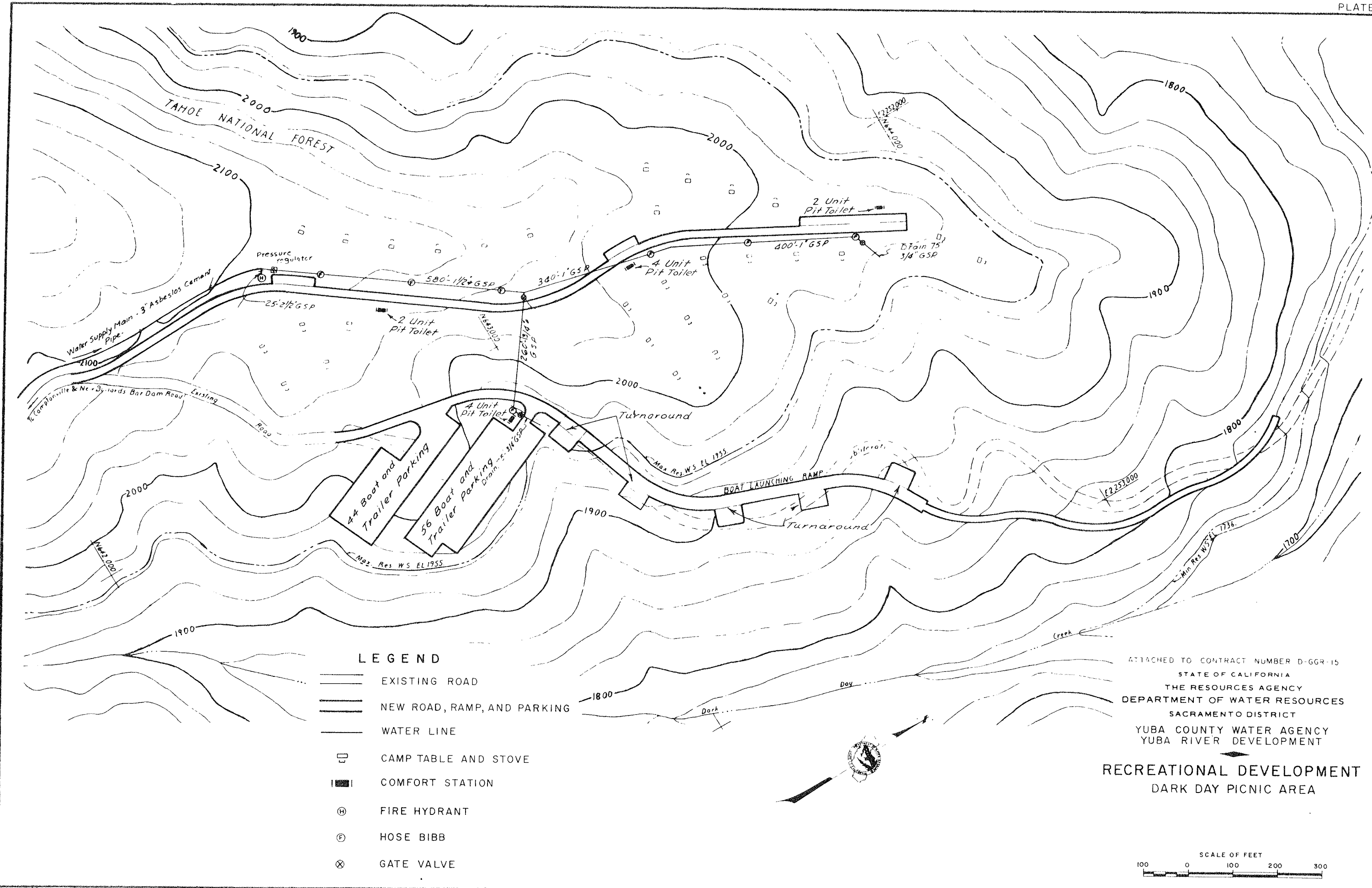
LEGEND

- EXISTING ROAD
- NEW ROAD AND PARKING
- WATER LINE
- - - SEWER LINE
- ▭ CAMP TABLE
- COMFORT STATION
- ⊕ FIRE HYDRANT
- ⊙ HOSE BIBB
- ⊗ GATE VALVE
- FIREPIT
- ⊚ 4 STOVE

ATTACHED TO CONTRACT NUMBER D-GGR-15
 STATE OF CALIFORNIA
 THE RESOURCES AGENCY
 DEPARTMENT OF WATER RESOURCES
 SACRAMENTO DISTRICT
 YUBA COUNTY WATER AGENCY
 YUBA RIVER DEVELOPMENT

RECREATIONAL DEVELOPMENT
 HORNSWOGGLE CAMP AREA



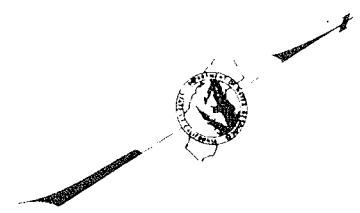
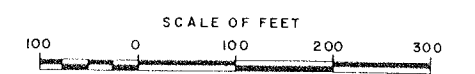


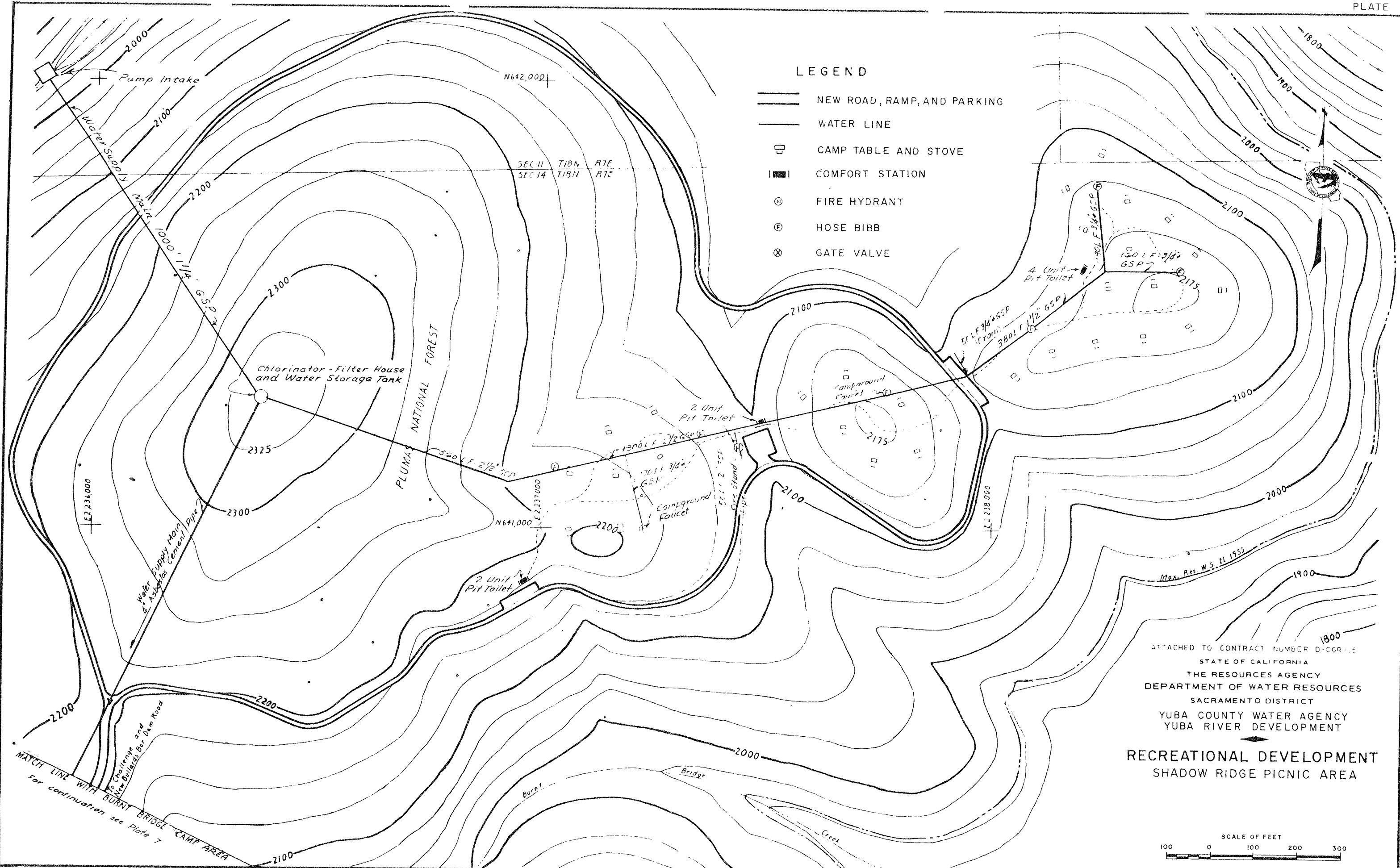
LEGEND

- EXISTING ROAD
- NEW ROAD, RAMP, AND PARKING
- WATER LINE
- CAMP TABLE AND STOVE
- COMFORT STATION
- FIRE HYDRANT
- HOSE BIBB
- GATE VALVE

ATTACHED TO CONTRACT NUMBER D-GGR-15
 STATE OF CALIFORNIA
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 DEPARTMENT OF WATER RESOURCES
 SACRAMENTO DISTRICT
 YUBA COUNTY WATER AGENCY
 YUBA RIVER DEVELOPMENT

RECREATIONAL DEVELOPMENT
 DARK DAY PICNIC AREA





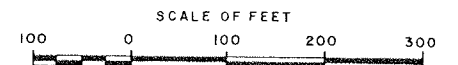
LEGEND

- NEW ROAD, RAMP, AND PARKING
- WATER LINE
- CAMP TABLE AND STOVE
- COMFORT STATION
- FIRE HYDRANT
- HOSE BIBB
- GATE VALVE

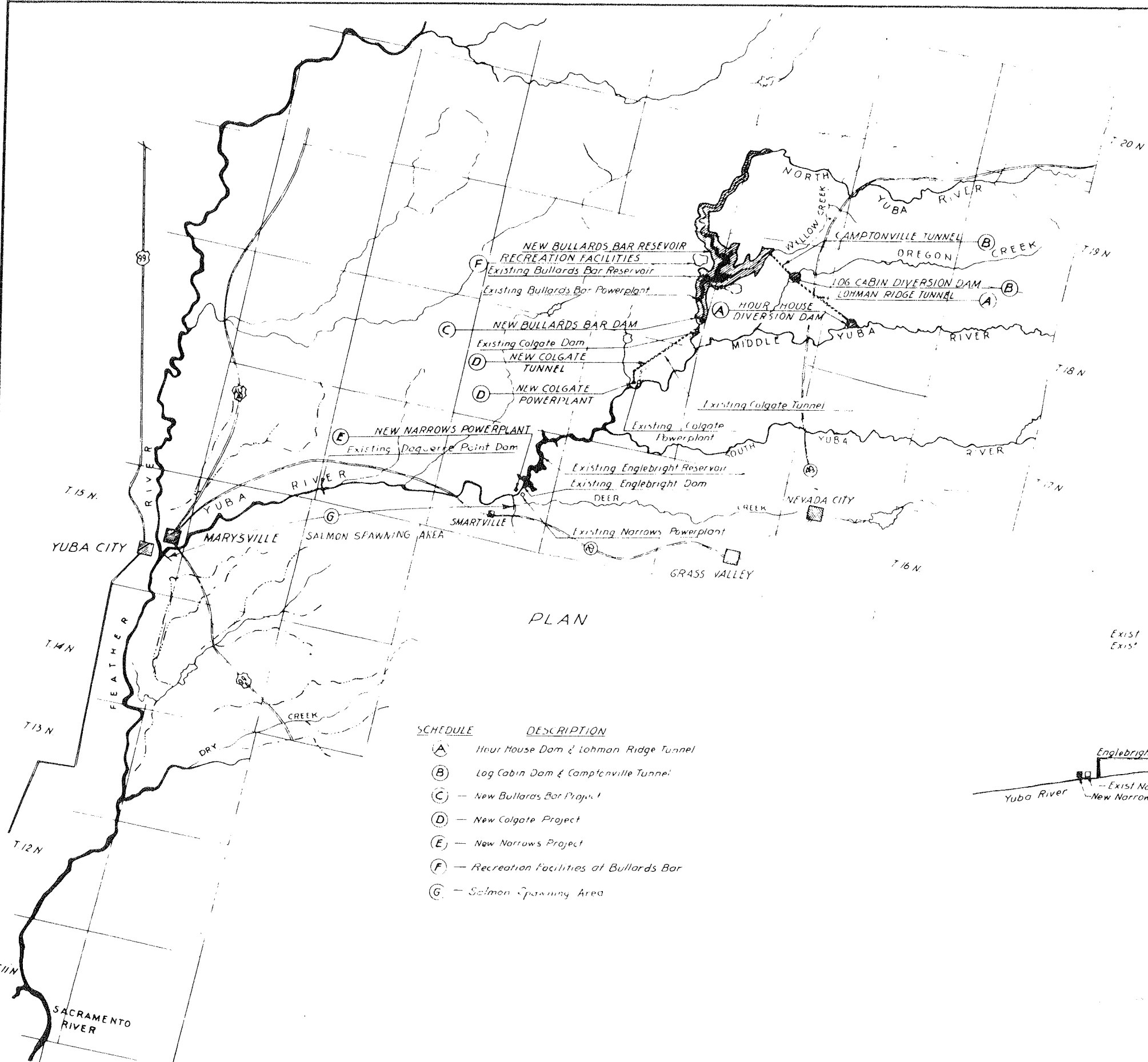


ATTACHED TO CONTRACT NUMBER D-CGR-15
 STATE OF CALIFORNIA
 THE RESOURCES AGENCY
 DEPARTMENT OF WATER RESOURCES
 SACRAMENTO DISTRICT
 YUBA COUNTY WATER AGENCY
 YUBA RIVER DEVELOPMENT

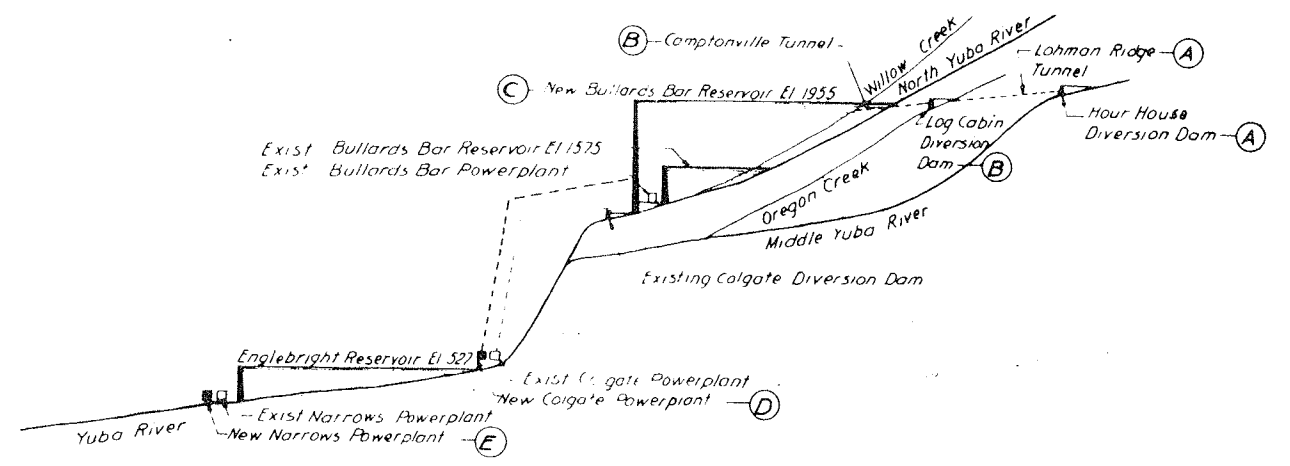
RECREATIONAL DEVELOPMENT
 SHADOW RIDGE PICNIC AREA



MATCH LINE WITH BURNT BRIDGE CAMP AREA
 for continuation see Plate 7



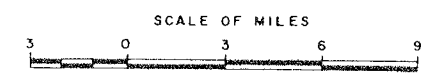
SCHEDULE	DESCRIPTION
(A)	Hour House Dam & Lohman Ridge Tunnel
(B)	Log Cabin Dam & Comptonville Tunnel
(C)	New Bullards Bar Project
(D)	New Colgate Project
(E)	New Narrows Project
(F)	Recreation facilities at Bullards Bar
(G)	Salmon Spawning Area

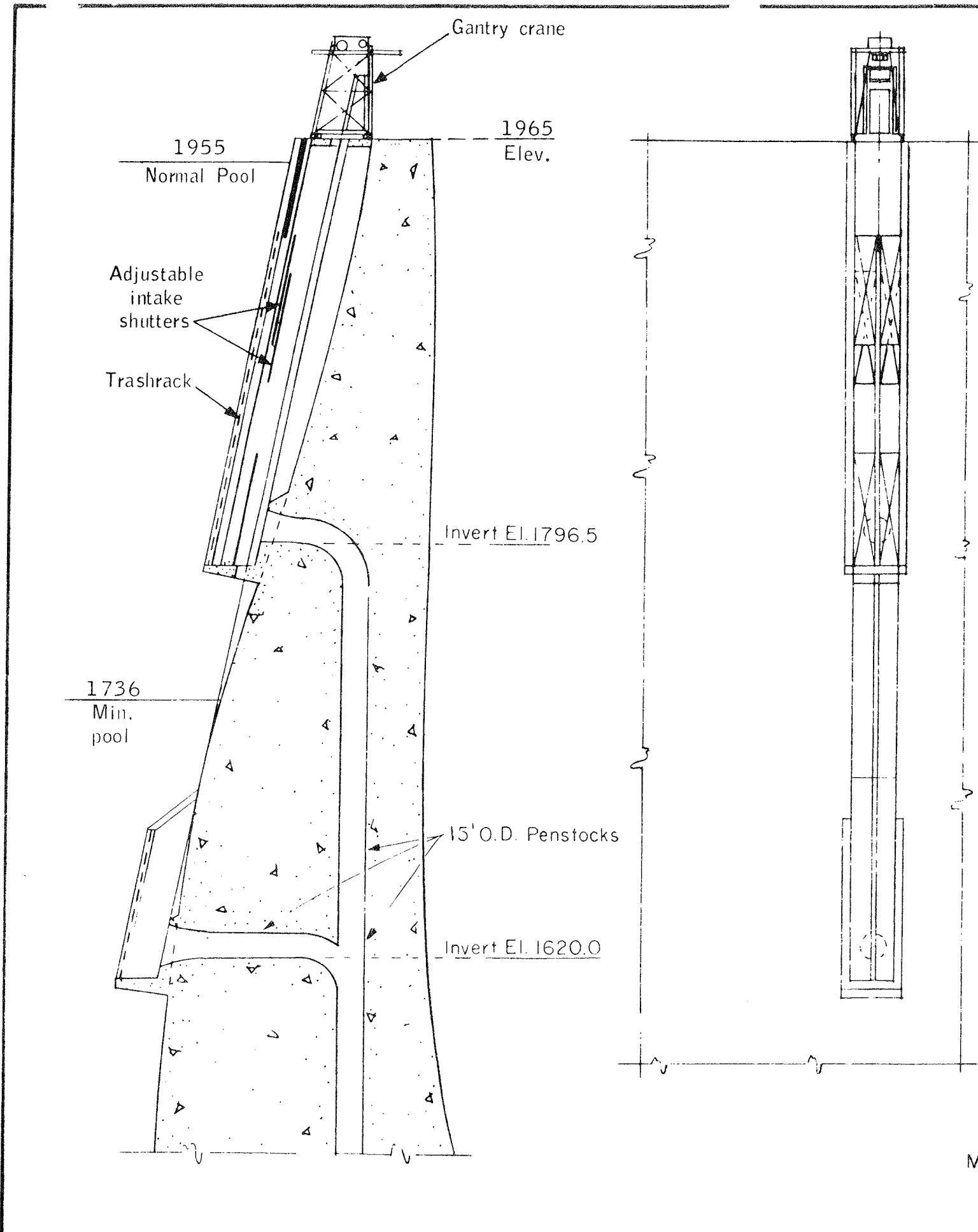


PROFILE
No Scale

ATTACHED TO CONTRACT NUMBER D-3GR-15
STATE OF CALIFORNIA
THE RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES
SACRAMENTO DISTRICT

YUBA COUNTY WATER AGENCY
YUBA RIVER DEVELOPMENT





ATTACHED TO CONTRACT NUMBER D-GGR-15
 STATE OF CALIFORNIA
 THE RESOURCES AGENCY
 DEPARTMENT OF WATER RESOURCES
 SACRAMENTO DISTRICT
 YUBA COUNTY WATER AGENCY
 YUBA RIVER DEVELOPMENT

MULTI-LEVEL INTAKE FACILITY
 NEW BULLARDS BAR DAM