

in Davis Grunsky

Page 1

AGREEMENT BETWEEN THE YUBA COUNTY WATER AGENCY
AND THE UNITED STATES FOREST SERVICE FOR THE ADMINISTRATION,
OPERATION, AND MAINTENANCE OF RECREATIONAL FACILITIES ON THE
YUBA RIVER DEVELOPMENT PROJECT ON THE
TAHOE AND PLUMAS NATIONAL FORESTS

THIS AGREEMENT, entered into by and between the Yuba County Water Agency, hereinafter referred to as "the Agency," and the United States Forest Service, hereinafter referred to as "the Forest Service," in accordance with the Act of June 30, 1914, as amended (16 USC 498),

WITNESSETH:

WHEREAS the construction by the Agency of New Bullards Bar Reservoir and Hour House and Log Cabin Diversion Reservoirs within the boundaries of the Tahoe and Plumas National Forests, as parts of the Yuba River Development Project (F.P.C. No. 2246), hereinafter referred to as "the Project," will create mountain lakes having great public recreational potential;

WHEREAS said lakes will encourage increased public recreational use of National Forest lands adjacent thereto;

WHEREAS it is now the policy of the Federal Power Commission to require licensees of projects constructed pursuant to the Federal Power Act to provide for the full realization of the recreational potential induced by such projects;

WHEREAS the recreational potential of these lakes can be fully realized only if certain on-shore facilities, including roads, parking areas, water systems, sanitary facilities, campgrounds, picnic areas, boat ramps, and administrative and maintenance facilities for operation, maintenance, and repair personnel are constructed;

WHEREAS the Agency has entered into a contract with the State of California entitled "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," marked Exhibit II, and hereby made a part hereof, which is hereafter referred to as the "State-Agency Contract";

TAHOE N.F.

MAY 11 1968

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WHEREAS the on-shore recreational facilities provided for in the State-Agency Contract are planned for construction on both National Forest and Agency land;

WHEREAS the Agency desires the Forest Service to administer, operate, and maintain (1) the on-shore recreational facilities which are provided for in the Recreation Plan set forth in the State-Agency Contract, excepting the boat launching ramp and picnic ground referred to in 2 (b) below, and (2) the administrative and maintenance facilities listed in Exhibit I hereto, all of which facilities listed in this paragraph are hereinafter collectively called "the recreational facilities";

WHEREAS the Agency desires to construct the said administrative facilities at the beginning of the construction of the Project in order to use them during the Project construction period; and

WHEREAS the Forest Service plans to construct, operate, and maintain other recreational facilities in this general area within the Tahoe and Plumas National Forests, and can most economically handle the administration and operation of the recreational facilities constructed at said reservoirs as a part of its entire program;

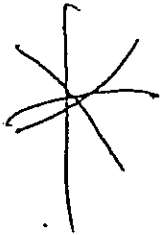
NOW, THEREFORE, the parties hereto mutually agree as follows:


1. The Agency shall construct the on-shore recreational facilities as required in the State-Agency Contract and shall construct the administrative and maintenance facilities listed in Exhibit I attached hereto and made a part of this agreement. The plans and specifications for the recreational, administrative, and maintenance facilities shall be submitted in advance of construction to the Forest Service for its approval. All of said facilities shall be completed and made available for public use not later than June 30, 1970, provided that said date may be extended by mutual agreement. On June 30, 1970, or such earlier or later date as the parties may agree upon, and notwithstanding any default of the Agency in its obligations under this paragraph, the Forest Service shall notify the Agency, in writing, either that (1) it will approve all of said facilities, in which event the remaining provisions of this agreement shall continue in full force and effect, or (2) that it will not approve the said facilities, in which event this agreement shall be automatically cancelled and of no further force or effect.
2. Upon receipt of notice of approval by the Forest Service of the recreational facilities constructed on federally-owned lands, the Agency shall:
 - (a) Transfer title to the United States to all recreational facilities constructed on federally-owned lands.

- (b) Transfer title to the United States to land and recreational facilities constructed on non-federally-owned land, with the exception of the boat launching ramp and picnic area in the NW 1/4 of Sec. 25, T18N, R7E, MDB&M. Arrangements for these facilities will be made at a later date by mutual agreement.
 - (c) Transfer title to the United States to the properties described in Exhibit III, attached hereto, and made a part of this agreement, except as the boundaries thereof may be modified by mutual agreement of the parties hereto.
 - (d) Transfer title to the United States to all rights-of-way acquired by the Agency for roads, water lines, sewer lines, or other facilities which will exclusively serve the recreation facilities and lands herein above conveyed under 2(a), (b), and (c). The Agency may exclude from such transfer any right-of-way which the Agency, in its sole discretion, determines is required for the operation or maintenance of the Yuba River Development, or for any work or feature thereof other than recreation.
 - (e) Title, title insurance, and form of transfer shall be subject to the approval of the Forest Service legal counsel and the Attorney General of the United States.
3. The Forest Service shall be permitted to inspect the recreational facilities during the course of their construction and after their completion.
4. Upon issuing its notice of approval of the said facilities and after conveyance of the properties listed in paragraph 2, and as to the interests in land referred to in parts (b), (c), and (d) of said paragraph, upon approval of title thereto by said Attorney General, the Forest Service shall be fully and exclusively responsible during the period designated in the State-Agency Contract for the care, administration, operation, maintenance, repair, renewal and replacement of the recreational facilities to the same standards and during the same periods as other Forest Service facilities, and shall comply fully with all of the requirements and obligations relating to the operation, maintenance, repair, renewal and replacement of the on-shore recreational facilities assumed by the Agency in the State-Agency Contract, except the requirements and obligations of Articles 11 and 28 thereof, (e) (1) of Article 17 and any portions of the water in the reservoir and recreation areas referred to in part (b) (1) of Article 17 thereof which are not under the control of the Forest Service. The Forest Service will prepare and transmit to the Agency the reports required by Article 18 of said Contract for transmission to the State.

It is mutually understood that until said Attorney General has approved title to the interests in land referred to in parts (b), (c), and (d) of paragraph 2, the Agency shall have the responsibility to provide for the care, administration, operation, maintenance, repair, renewal, and replacement of the recreational facilities constructed thereon.

5. The Forest Service will advise the Federal Power Commission that the construction of the facilities specified herein fully satisfies the requirement of the Agency's Federal Power Commission License No. 2246 with respect to the replacement of the Pepper Ranch Campground facilities inundated by the New Bullards Bar Reservoir, and the replacement of roads, trails or properties of any kind devoted to recreational uses and located in any of the reservoirs which are covered in this agreement.
6. The Forest Service may make charges for use of the recreational facilities, improvements, and areas consistent with the fee provisions in the State-Agency Contract and, if applicable, at rates comparable to those charged for similar recreational facilities, improvements and areas in other National Forests. The Forest Service may deposit such receipts into the Treasury of the United States.
7. The performance of the obligations of the Forest Service shall be contingent upon the appropriations of sufficient funds therefor by the Congress. Whenever the Forest Service declares that it is unable to perform its obligations hereunder by reason of insufficient appropriations therefor, it shall forthwith:
 - (a) Execute special use permits to the Agency authorizing the use of all of the lands, rights-of-way, on-shore recreational facilities, administrative and maintenance facilities, and other works and properties previously transferred to the Forest Service pursuant to this agreement.
 - (b) Permit the Agency to operate and maintain such works and properties. Thereafter, the Agency shall continue the operation and maintenance of the recreational facilities, improvements and areas until the Forest Service notifies the Agency in writing that it is again willing and able to resume the operation and maintenance of the recreational facilities, improvements and works, whereupon said permits shall automatically terminate. In the event of resumption of operation and maintenance by the Forest Service, it shall again become obligated to perform all of the obligations herein imposed upon it.





(c) The actions set forth in parts (a) and (b) of this paragraph 7 required to be performed by the Forest Service shall be taken pursuant to authority vested in the Secretary of Agriculture by Section 7 of the Granger-Thye Act (16 USC 580d), except that in exercising said authority the Secretary shall not:

- (i) Impose or make any charge to the Agency for the issuance of said permits or for the operation by the Agency of the recreational facilities, it having been determined that the value of such uses and the expense to the Agency of reconditioning and maintaining the recreational facilities are equivalent.
- (ii) Require the Agency to pay to the United States any fees or charges collected by the Agency from the public for public use of said recreational facilities.
- (iii) Impose as a condition of any permit transferring the operation and maintenance of the said recreational facilities to the Agency as provided in paragraph 7, any requirement that the Agency recondition said recreational facilities or any part thereof to a condition better than the condition of said recreational facilities when transferred to the Agency by the Forest Service, or impose any requirement that the Agency maintain said recreational facilities to a standard higher than the standards specified in the Davis-Grunsky Contract.

8. In performing the work under this agreement:

- (a) The Agency will not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth these nondiscrimination provisions.

- (b) The Agency will, in all solicitations or advertisements for employees placed by or on behalf of the Agency, state that all qualified applicants will receive consideration for employment, without regard to race, creed, color or national origin.
- (c) The Agency will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency, advising the said labor union or workers' representative of the Agency's commitments herein with respect to nondiscrimination, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The Agency will comply with all provisions of Executive Order No. 11246, dated September 24, 1965, as the same may be amended, and of the rules, regulations, and relevant orders of the Secretary of Labor pursuant thereto.
- (e) The Agency will furnish all information and reports required by said executive order or said rules, regulations, and orders, and will permit access to its books, records, and accounts by the Forest Service and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (f) The Agency understands that in the event of its non-compliance with the nondiscrimination provisions of this agreement or with any of the said rules, regulations, or orders, this agreement may be cancelled, terminated, or suspended in whole or in part, and the Agency may be declared ineligible for further Government agreements in accordance with procedures authorized in said executive order, and such other sanctions may be imposed and remedies invoked as provided in the said executive order or in said rules, regulations, or orders, or as otherwise provided by law.
- (g) The Agency will include the provisions of parts (a) through (f) of this paragraph in every contract or purchase order, unless exempted by said rules, regulations, or orders of the Secretary of Labor, so that such provisions will be binding upon each contractor or vendor. The Agency will take such action with respect to any contract or purchase order as the Forest Service may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Agency becomes involved in, or is threatened with, litigation with a

contractor or vendor as a result of such direction by the Forest Service, the Agency may request the United States to enter into such litigation to protect the interest of the United States.

9. No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise therefrom, unless it be made with a corporation for its general benefit.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized officers, have executed this agreement in duplicate on the respective dates indicated below.

UNITED STATES FOREST SERVICE

YUBA COUNTY WATER AGENCY

By B. A. Yates
Acting Regional Forester
California Region

By Karl Alz
Title Chairman
Board of Directors

Date SEP 9 1968

Date August 6, 1968

Attest:

Roy Anderson
Secretary, Board of Directors

EXHIBIT I

ADMINISTRATIVE AND MAINTENANCE FACILITIES TO BE PROVIDED BY THE AGENCY

900 square-feet of office space

1 4-bay warehouse and garage

1 10-man crew barracks

1 residence, 3-bedroom

2 trailer pads w/utilities

1 trailer park utility building

Water, electric power, sanitation, and L.P. gas systems for the above facilities.

EXHIBIT III

AGENCY LANDS NEEDED FOR RECREATION DEVELOPMENT

			<u>Number of Acres</u>	<u>Area Number</u>	<u>Planned Use</u>
<u>T18N R7E</u>	Sec. 1	SE 1/4 NW 1/4	6	97	Boat Access Camp
	Sec. 1	SE 1/4 SW 1/4	8	77	Boat Access Camp
	Sec. 2	SE 1/4 NE 1/4	5	76	Boat Access Camp
	Sec. 12	SW 1/4 SE 1/4	10	90.2	Beach
	Sec. 13	NW 1/4 NE 1/4	7*	90.1	Beach & Boat Ramp
	Sec. 13	SW 1/4 NW 1/4	6*	92.2	Beach & Boat Ramp
<u>T18N R8E</u>	Sec. 8	NW 1/4	8	47.5 &	
	Sec. 8	SW 1/4 SW 1/4	6*	47.6	Boat Access Camps
	Sec. 17	NE 1/4 NE 1/4	2	47.2	Boat Ramp
	Sec. 17	SE 1/4 NW 1/4	27*	100	Boat Access Camp
	Sec. 17	SE 1/4 NW 1/4	27*	93	Picnic Area & Boat Ramp
Sec. 18	SE 1/4 SE 1/4	30*	92	Marina	
<u>T19N R7E</u>	Sec. 26	SW 1/4 NW 1/4	10	74	Boat Access Camp
	Sec. 35	N 1/2 NW 1/4	15	75	Boat Access Camp
	Sec. 35	SW 1/4	21		
			<u>161</u>		

*These acreages include land under the high water line for boat ramp development.