

**COLLECTION AGREEMENT
BETWEEN YUBA COUNTY WATER AGENCY
AND
UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE**

THIS AGREEMENT, made and entered into by and between YUBA COUNTY WATER AGENCY (hereinafter referred to as "YCWA") and the FOREST SERVICE, UNITED STATES DEPARTMENT OF AGRICULTURE (hereinafter referred to as "Forest Service"), in accordance with the provisions of the Act of April 24, 1950 (16 U.S.C. 752).

WITNESSETH:

WHEREAS, the Bullards Bar Recreation Area is located within and/or adjacent to National Forest System lands; and

WHEREAS, YCWA is required to provide recreation services on National Forest System and YCWA lands in accordance with the conditions of their FERC license; and

WHEREAS, YCWA is required to assume all obligations for providing this service in accordance with agreement of September 9, 1968 (Administration, Operation, and Maintenance of Recreation Facilities on the Yuba River Development Project); and

WHEREAS, YCWA intends to start issuing permits for camping beginning on or about May 1, 1990: and

WHEREAS, YCWA has requested the Forest Service to assist in the administration, operation, and maintenance of recreation use and facilities in the Bullards Bar Recreation Area; and

WHEREAS, Forest Service indicates that current budget are not adequate to provide support as described in the paragraph above within the time frame necessary to meet the recreation obligations of YCWA or the Forest Service.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

A. The Forest Service shall:

1. Forest Service shall perform services directly related to the administration, operation and maintenance of recreation use and facilities, upon the request of YCWA. These services shall include, but shall not be limited to, the following:

- a. Cleaning, operating and maintaining the boat-in campgrounds.
 - b. Cleaning floating rest rooms.
 - c. Administration of shore line camping permit areas including monitoring compliance with permit system, enforcement of Federal regulations, and cleaning areas of public use.
2. Forest Service shall prepare, an estimate of the costs that it expects to incur to provide the requested services. The estimates for this agreement, shall be identified as Schedule "A", attached hereto and incorporated herein. Should the amount of time necessary to respond to the YCWA's needs increase, the amount of funding may be renegotiated. A new Schedule "A" will be prepared annually to cover the services to be provided that following year.
 3. Forest Service shall include with each request for advance payment an itemized statement of actual expenditures incurred by Forest Service pursuant to YCWA's requests since the previous request for advance payment.
 4. Forest Service shall deposit payments received from YCWA into the Forest Service Cooperative Work Fund.
 5. Forest Service shall do the things required of it pursuant to Paragraph A,1 of this Agreement as expeditiously as practicable.
 6. Forest Service will, upon termination of this Agreement, refund to, or credit YCWA any unexpended funds on deposit; provided, that any funds on deposit shall be available for expenses incident to closing out the work beyond said written notice.

B. YCWA shall:

1. YCWA shall make advance payments to Forest Service, as requested by Forest Service, in amounts sufficient to cover the reasonable costs of performing the services described in Paragraph A,1 of this agreement. The initial advance payment by YCWA pursuant to this Agreement for the period May 1, 1990 to September 30, 1990 shall be \$10,000.

C. It is mutually agreed:

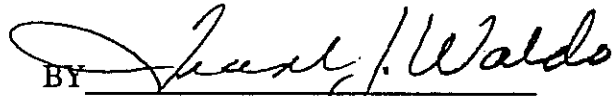
1. This Agreement shall become effective when executed by the parties hereto, and shall continue until terminated in accordance with the provisions of this Agreement.
2. Either party may terminate this Agreement by giving thirty (30) calendar days advance written notice thereof to the other party.

3. The United States of America shall not be liable for any damage incident to the performance of work under this Agreement to YCWA, who hereby expressly waives any and all claims against the United States of America for compensation for any loss, damage, personal injury, or death, occurring in consequence of the performance of this Agreement.
4. This Agreement shall have no effect on the provisions of any special-use permits, right-of-way, and/or easement issued to YCWA in connection with the Projects.
5. This Agreement shall not be deemed an admission by YCWA that it is required to reimburse Forest Service for performance of the services described in Paragraph A,1 of this Agreement, except as specifically provided herein.
6. 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; but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.
7. This Agreement is effective on the last date of execution.
8. By accepting this Agreement, the Proponent hereby agrees to comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulation of the United States Department of Agriculture (7 CFR, Part 15) issued pursuant to that Act, and hereby assures that in the operation and performance of this Agreement to take immediately any measures necessary to effectuate this requirement.

YUBA COUNTY WATER AGENCY

U.S. DEPARTMENT OF AGRICULTURE
Forest Service, Tahoe National Forest

BY 

BY 
FRANK J. WALDO
Acting Forest Supervisor

Date 1 JUNE 1990

Date 6-18-90

SCHEDULE A

YUBA COUNTY WATER AGENCY COLLECTION AGREEMENT
ESTIMATED COSTS

(APR 20, 1990 - September 30, 1990)

ADMINISTRATION, OPERATING, AND MAINTENANCE
Shoreline and Boat Access Camping

SALARIES

<u>PROJECT ACTIVITIES</u>	<u>EST TIME (DAYS)</u>	<u>COST/DAY</u>	<u>ESTIMATE COST</u>
Forestry Technician (Seasonal GS-4)	80	\$56.00	\$ 4,480
Forestry Technician (Dearman)	30	\$89.00	\$ 2,670
Overtime	4	\$30.00	\$ 120
		TOTAL	<u>\$ 7,270</u>

TRAVEL/EQUIPMENT

Mileage for FS Vehicles	2,000 @ .38	\$ 760
Fuel & supplies for boat		\$ 500
Misc. supplies		\$ 300
	TOTAL	<u>\$ 1,560</u>

TOTAL PROJECT COST \$ 8,830

OVERHEAD ASSESSMENT

Total Project Costs	\$ 8,380
OH Rate (14%) NONE IN THIS CASE	<u>\$ 1,236</u>

TOTAL COLLECTION \$ 9,619
rounded to \$10,000