

United States Department of Agriculture  
Forest Service

AMENDMENT #3  
FOR  
SPECIAL USE PERMIT  
Ref: FSM 2714

a. Record no. (1-2) <u>70</u>	b. Region (3-4) <u>05</u>	c. Forest (5-6) <u>17</u>
d. District (7-8) <u>53</u>	e. User number (9-12) <u>1024</u>	f. Kind of use (13-15) <u>141</u>
g. State (16-17) <u>06</u>	h. County (18-20) <u>115</u>	k. Card no. (21) <u>1</u>

THIS AMENDMENT IS ATTACHED TO AND MADE A PART OF THE

TERM  ANNUAL PERMIT

For Campground issued to \_\_\_\_\_  
(KIND OF PERMIT)  
Yuba County Water Agency (YCWA), on 7/12/84  
(NAME OF PERMITTEE) (DATE OF PERMIT)

which is hereby amended as follows:

Add the following campgrounds:

- Schoolhouse
- Hornswoggle
- Dark Day

All campgrounds will be operated jointly by YCWA and the Forest Service in accordance with the attached Operating Agreement (which will be revised annually), and in accordance with the agreement dated 9/9/68.

This Amendment is accepted subject to the conditions set forth herein, and to conditions \_\_\_\_\_ to \_\_\_\_\_ attached hereto and made a part of this Amendment.

PERMITTEE	NAME OF PERMITTEE Yuba County Water Agency	SIGNATURE OF AUTHORIZED OFFICER <i>Don White</i>	DATE 13 MAR 84
ISSUING OFFICER	NAME AND SIGNATURE <i>John H. Skinner</i> JOHN H. SKINNER	TITLE Forest Supervisor	DATE 4-3-91

## OPERATING AGREEMENT FOR BULLARDS BAR RESERVOIR

Yuba County Water Agency

Downieville Ranger District, Tahoe and Plumas National Forests

The Downieville Ranger District has the primary responsibility for the Forest Service, for management of recreation on National Forest System land at Bullards Bar Reservoir. Yuba County Water Agency (YCWA), through the provisions of its License and agreements with the Forest Service is responsible for providing recreation services and facilities where the Forest Service does not provide these. If at any time the Forest Service finds that it cannot provide the necessary service, YCWA must provide the service.

The Forest Service has recreation management personnel, certain equipment, and expertise in recreation management that YCWA does not have. However, YCWA has equipment, personnel, purchasing authorities, a concessionaire, and funding sources (including cost recovery), that are not available to the Forest Service. Because of the shared recreation responsibility, and the complimentary resources it is desirable that the two agencies join in developing an Operating Agreement for the administration, operation, and maintenance recreation facilities on the Bullards Bar Reservoir.

Following are the specific responsibilities in the Operating Agreement:

1. Permit Sales YCWA will sell permits for boat access overnight camping on Bullards Bar Reservoir. The concessionaire at the marina will be the sole source for permits. A portion of the receipts (45%) will go to the marina for providing the permit reservation service. The remainder of the fee will be used by YCWA to recover the cost of providing recreation services.

The permit fee will be \$7.50 per boat per night. The maximum number of permits will be limited initially to 60 per night, except on holiday weekends when 80 permits per night will be sold. Observations of camping use, impact on parking at the boat ramps, and compliance with the rules and regulations indicate that this is a reasonable and workable number of permits.

Permits will be available for reservation in advance. Reservations will be limited to 1991 only, for the period from April 15 through October 15. No permits will be sold for November or December. Up to 50 of the 60 permits may be sold in advance, with 10 held for walk-in sale, and on holiday weekends up to 60 of the 80 permits may be sold in advance with 20 reserved for walk-ins.

2. Camping Permit YCWA will print the permit and collect and maintain information on the number of permits sold and the number of users served. The Camping Permit is also a campfire permit and contains the rules for having fires at Bullards Bar Reservoir.

A portion of the campsites in Schoolhouse Campground, Dark Day (Campsites), and all sites at Hornswoggle Group Campground will be available for reservation through the Marina. In accordance with the 1968 agreement between YCWA and FS,

operation and maintenance of these facilities is hereby turned over to YCWA. FS will operate and maintain these facilities in accordance with this agreement, the collection agreement dated June 18, 1990 and job and cost estimates to be developed in accordance with said collection agreement. All fees collected from the users of these facilities will be conveyed to YCWA. The funds collected will be used by YCWA to reimburse the Forest Service for expenses incurred in the operation of these facilities.

The Marina Operator will provide to the FS daily information regarding number of permits in effect and campsites reserved as well as information regarding facilities, conditions, or activities which may need attention.

3. Campground Cleaning/Administration FS will operate, maintain, and clean the campground facilities, floating toilets, shoreline camps, etc. FS will operate and maintain garbage bins and recycle facilities at Dark Day, and YCWA will maintain the same at Cottage Creek.

4. Servicing Floating Toilets, Campground Toilets YCWA will pump floating toilets and boat access campground toilets. Forest Service will pump toilets at Schoolhouse, Hornswoggle, and Dark Day.

YCWA is responsible for heavy maintenance of floating toilets and boat access campground toilets. FS will perform minor maintenance, repairs, and cleaning of these facilities. FS work will be funded by YCWA in accordance with the collection agreement.

5. Law Enforcement Yuba County Sheriff will enforce boating laws and regulations and will assist the FS with enforcement of camping and fire regulations.

6. Information Services Maps, brochures, informational signs and regulatory signs will be developed jointly by FS and YCWA. FS and/or YCWA will print the information and construct the necessary signs. Information will be distributed through the concessionaire and by the FS.

Marina Operator will provide information services regarding the facilities available at Bullards Bar including, but not limited to maps and brochures provided by YCWA and FS. Marina Operator will be informed of current conditions regarding recreation facilities, location of overflow campgrounds (when appropriate), any restrictions in effect (such as fire restrictions) by the FS. Marina will provide visitors with up-to-the-date conditions at the reservoir. Marina Operator will issue campfire permits in accordance with Forest Service policy and direction as an information and education service for the reservoir visitors.

7. Recycling YCWA and FS will encourage recycling. YCWA will provide litter bags to permittees with information on recycling. FS and YCWA will provide containers for recycling beverage containers at boat ramp areas. FS will work with local service organizations to administer the program.

8. Sanitation YCWA will provide portable chemical toilets through its concessionaire for rental by camping permittees who do not have on boat sanitary facilities. Marina Operator will spot check permittees to determine that they have approved sanitary facilities on their boat when they purchase their camping permits.

9. Monitoring FS (Andy Steele) and YCWA (Ivan French) will conduct joint inspections of the facilities and operations a minimum of three times during the summer use season. Notes from the inspections will be recorded and made available to each agency.

FS Supervisory Recreation Technician (Fonda Dearman) will be responsible for monitoring the shoreline recreation and camping activities and ensuring that standards are being met. Monthly reports will be submitted to YCWA and the Downieville District Ranger.

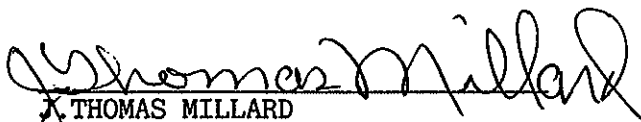
10. Parking FS will provide personnel at Cottage Creek Boat Ramp parking area on Saturdays, Sundays, and Holidays to assist visitors in parking, to provide information on opportunities, rules, and regulations. YCWA will reimburse FS for this service.

YUBA COUNTY WATER AGENCY

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



\_\_\_\_\_  
DONN A. WILSON  
Administrator



\_\_\_\_\_  
J. THOMAS MILLARD  
District Ranger  
Downieville Ranger District

Date 5-2-91

Date 5/2/91

**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

BY *Don Wilson*

Date 1 JUNE 1990

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

BY *Frank J. Waldo*  
FRANK J. WALDO  
Acting Forest Supervisor

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 <u>\$10,000</u>		