

AGREEMENT BETWEEN THE PLACER COUNTY WATER AGENCY
AND THE UNITED STATES FOREST SERVICE FOR THE
ADMINISTRATION, OPERATION AND MAINTENANCE OF
RECREATION FACILITIES ON THE MIDDLE FORK AMERICAN
RIVER PROJECT ON THE ELDERADO AND TAHOE NATIONAL FORESTS

AUG 11 1965

FILED
PLACER COUNTY WATER AGENCY
BY *Evelyn Brown*
Clerk

THIS AGREEMENT, entered into by and between the Placer County Water Agency, hereinafter referred to as "the Agency", and the United States Forest Service, hereinafter referred to as "the Service", in accordance with the Act of June 30, 1914, as amended (16 USC 498), and the Act of April 24, 1950, as amended (16 USC 572),

W I T N E S S E T H :

WHEREAS, the construction by the Agency of French Meadows and Hell Hole Reservoirs, Duncan Creek and Long Canyon Diversions, and Ralston Afterbay as parts of the Agency' Middle Fork American River Project (hereinafter referred to as "the Project"), within the boundaries of the Eldorado and Tahoe National Forests, will create mountain lakes having great potential recreational use by the public; and

WHEREAS, said lakes will encourage increased public recreational use of national forest lands adjacent thereto; and

WHEREAS, the Agency recognizes its responsibility to provide such facilities as roads, parking areas, water systems, sanitary facilities, campgrounds, picnic areas, boat ramps, and housing and support facilities for operation and maintenance personnel, in order to accommodate such recreational use; and

WHEREAS, the Agency has entered into a contract with the State of California entitled "Contract Between State of California (Department of Water Resources) and Placer County Water Agency for Recreation Grants under the Davis-Grunsky Act", which is marked "Exhibit I", attached hereto, and hereby made a part hereof, and which is hereafter referred to as the "State-Agency Contract"; and

WHEREAS, the Agency desires the Service to administer, operate and maintain (1) the on-shore recreation facilities provided for in the Recreation Plan which is described in the State-Agency Contract, (2) the facilities being constructed as part of the Project which are referred to in Provisions IV.H, IV.I, V.E and IX.B of the Memorandum of Understanding entered into by and between the Service and the Agency in September 1962, as amended by Amendment No. 1 thereto, and (3) the housing and support facilities listed in Exhibit II hereto, all of which facilities listed in this paragraph are hereinafter called "the recreation facilities"; and

WHEREAS, the recreation facilities are planned for construction largely on national forest land; and

WHEREAS, the Service plans to construct, operate and maintain other facilities of a recreational nature in this general area within the Eldorado and Tahoe National Forests, and can most economically handle the administration,

operation and maintenance of the recreation facilities constructed at said lakes as a part of its entire program;

NOW, THEREFORE, the parties hereto agree as follows:

A. The Agency agrees:

1. To construct (1) the on-shore recreation facilities as required in the Recreation Plan set forth in the State-Agency Contract and (2) the housing and support facilities as required by the Service and listed in Exhibit II hereto. All such construction shall be in accordance with detailed plans and specifications that shall be submitted to and that are approved in writing by the Service in advance of award of the contract for such construction. Stages of construction of housing and support facilities will coincide with the stages of on-shore development as set forth in Exhibit I hereto. Construction of the first stage on-shore facilities shall be completed by September 30, 1966, provided that timber-cutting operations of purchasers of national forest timber do not unreasonably interfere with the construction of such facilities.

2. To provide in its contract for construction of the recreation facilities the right and authority of the Service to inspect the construction of said facilities at any time, so that the

Service may determine whether they are being constructed in accordance with the Service-approved plans and specifications.

3. Upon request of the Service, to grant to the United States of America and its assigns such rights-of-way, acceptable to the United States (unencumbered except for reservations required by the Federal Power Commission License in Project No. 2079), over lands not under Service jurisdiction as may be necessary to operate and maintain the recreation facilities.

4. By March of the year following any year in which any facilities provided for in the State-Agency Contract are completed, to report to the Service on the facilities constructed under this agreement during the previous calendar year by projects. A project for this purpose shall be a campground, picnic area, boat ramp, etc.; a campground may have many camping units, several restrooms and other items. Such report shall contain a detailed listing of the facilities and costs thereof actually constructed.

B. The Service agrees:

1. To inspect newly-constructed recreation facilities, and when found to be in conformity

with the plans and specifications therefor, to notify the Agency of the acceptance thereof by the Service.

2. After acceptance by the Service, and for the 50-year period designated in the State-Agency Contract, federal appropriations permitting, to administer, operate, maintain, repair, renew and replace as may be necessary, the recreation facilities, and to comply fully with all of the requirements and obligations relating to the operation, maintenance, repair, renewal and replacement of the recreation facilities which the Agency has accepted in the State-Agency Contract, except the requirements and obligations in Articles 11 and 24 thereof, and to furnish to the Agency the reports on recreational operations which are required under said Contract, which reports the Agency will in turn submit to the State. No amendments to the State-Agency Contract shall be binding upon the Service unless expressly agreed to by the Service in writing.

C. It is mutually agreed:

1. That the recreation facilities provided for under this agreement shall be constructed by the Agency, and when completed and accepted by

the Service, shall, if located on federal land, thereupon become the property of the United States. The Service shall not have any obligations with respect to recreation facilities built on non-federal lands until title to said lands and facilities shall have been conveyed to the United States (which shall be done upon completion and acceptance of the facilities) and title accepted by the United States.

2. That this agreement shall terminate when the State-Agency Contract terminates, unless the parties hereto shall hereafter mutually agree to terminate it sooner. This agreement may be reviewed by the parties hereto each year prior to March 31, and may be modified if mutually agreed upon in writing.

3. The performance of this agreement by the Service is contingent upon the appropriation of sufficient funds to enable the Service to perform. The Service shall annually endeavor to obtain sufficient funds from Congress to carry out the obligations under this agreement.

4. That during any period in which federal appropriations do not permit the Service to carry out its obligations under this agreement, the Service will permit the Agency, pursuant to the provisions of Section 7 of the Granger-Thye Act (16 USC 580d) or any other applicable federal law, to administer, operate, and maintain the recreation facilities at the Agency's expense.

5. That upon completion by the Agency of the construction of the recreation facilities,

the Service will advise the Federal Power Commission that the Commission's requirements with respect to the replacement of McGuire Campground facilities inundated by French Meadows Reservoir, and the replacement of roads, trails, and other properties devoted to recreation uses and located in any of the reservoirs covered by this agreement, have been met to the satisfaction of the Service.

6. During the performance of work under this agreement, the Agency agrees as follows:

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 non-discrimination 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 non-discrimination 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. 10925 of

March 6, 1961, as amended, and of the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

e. The Agency will furnish all information and reports required by Executive Order No. 10925 of March 6, 1961, as amended, and by the rules, regulations, and orders of the said Committee, or pursuant thereto, and will permit access to its books, records, and accounts by the Service and the Committee for purposes of investigation to ascertain compliance with such rules, regulations and orders.

f. In the event of the Agency's noncompliance with the non-discrimination 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 Executive Order No. 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked as provided in the said

Executive Order or by rule, regulation, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

g. The Agency will include the provisions of paragraphs a through g of Provision 6 hereof in every contract or purchase order, unless exempted by rules, regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to section 303 of Executive Order No. 10925 of March 6, 1961, as amended, 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 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 Service, the Agency may request the United States to enter into such litigation to protect the interests of the United States.

7. 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 on the dates indicated below.

UNITED STATES FOREST SERVICE

PLACER COUNTY WATER AGENCY

By *Joseph V. Flynn*

By *Frank J. Paele*

Title ACTING REGIONAL FORESTER

Title Chairman, Board of Directors

Date AUG 3 1965

Date JUL 29 1965