

AMENDMENT
TO COLLECTION AGREEMENT
BETWEEN
PACIFIC GAS AND ELECTRIC COMPANY
AND
ELDORADO NATIONAL FOREST

Pacific Gas and Electric Company (PG&E) and the Eldorado National Forest (Forest) entered into a Collection Agreement in June of 1988 for the operation and maintenance of the Caples Dam Fishing Access and Trailhead (Facility). This 1988 agreement was required by the Federal Energy Regulatory Commission (FERC) as part of PG&E's El Dorado Project (FERC No. 184) and outlined the procedures for both PG&E and the Forest to share equally in the funding of the operation and maintenance of the Facility. PG&E performed the operation and maintenance of the Facility.

Both parties now agree that it would be appropriate to amend the existing agreement in order that PG&E and the Forest share equally in the performance of operation and maintenance, as well as the funding. The existing agreement, under Section 4, paragraph C, allows for any amendment as long as both parties agree and the amendment is in writing.

Therefore, the parties agree as follows:

1. Each party shall alternate the period for which they are responsible for performance of operation and maintenance. Each party will have responsibility for performing operation and maintenance for a period of five years. The Forest will be responsible for the first period which will begin the 1990 recreation season and continue through December 1994. PG&E will be responsible for the next five years, and so on.

2. Each party, during the time of their operation and maintenance responsibility, will perform the following operation and maintenance items:

A. Routine Toilet Facility Maintenance - Routine toilet facility maintenance to be performed will include cleaning facility floors, walls, seats, etc., on a regularly scheduled basis, as well as supplying the unit with paper and reducing odor with chemical additives.

B. Toilet Pumping - Toilet pumping will be done as needed throughout the recreation season. The unit will be pumped out whenever the vault is more than three-quarters full.

C. Refuse Collection - Refuse collection will be performed as needed, but not less than once a week, in conjunction with Routine Toilet Facility Maintenance.

D. Light Maintenance - Light maintenance shall be performed as necessary and will consist of minor repairs such as torn screens,

loose hardware, broken toilet seats, or any other minor maintenance items that can be easily repaired.

3. Each party shall share equally in funding of heavy maintenance items. At the beginning of each recreation season, PG&E and the Forest will jointly inspect the facility. Both parties shall mutually agree on necessary heavy maintenance to be performed prior to the opening of the facility. The party which is responsible for operating the facility for the period, shall perform the heavy maintenance. Heavy maintenance items include:

- o Facility painting and staining
- o Asphalt repair
- o Repair or replacement of doors, roof, or other portions of the building
- o Repairs to any component damaged during the previous winter

4. PG&E will be responsible for the maintenance of the FERC Part 8.2 sign and map.

5. Any amendment to this agreement shall be in writing, may be proposed by either party, and shall become effective upon approval by both parties. This agreement shall remain in effect for the term of PG&E's FERC license for Project No. 184.

In witness whereof, the parties hereto have executed this agreement, in duplicate, on the respective dates indicated below.

Approved by: *Gerard N. Hutchins* Date: 2/6/91
 Forest Supervisor
 Eldorado National Forest

Approved by: *O. Vala* Date: 3/21/91
 Director, Land Planning
 and Acquisition
 Pacific Gas and Electric Company

MANAGEMENT CODE: 51-1010

AGREEMENT
FOR THE OPERATION AND MAINTENANCE OF THE
CAPLES DAM FISHING AND TRAILHEAD FACILITY
IN THE
ELDORADO NATIONAL FOREST

THIS AGREEMENT is made and entered into under FERC Order designated Instrument No. 4, issued January 25, 1983 this 1st day of June, 1988, by and between Pacific Gas and Electric Company, a corporation, hereinafter referred to as "PG&E", and the Forest Service, United States Department of Agriculture, hereinafter referred to as "Forest Service":

WITNESSETH :

WHEREAS, PG&E is responsible for constructing and operating recreation facilities for FERC Project No. 184 pursuant to the FERC Order Approving Revised Exhibit R, January 25, 1983, and the Order Approving Amendment of Exhibit R issued March 12, 1984. This agreement pertains only to the portion of said Project known as the Caples Dam Fishing Access and Trailhead, hereinafter referred to as "Facility". Said January 25, 1983 FERC Order also requires that PG&E and the Forest Service share equally in the funding of operation and maintenance of the Facility.

WHEREAS, the Facility is located on Forest Service lands in T. 10 N., R. 17 E., Section 22, Mount Diablo Baseline and Meridian.

WHEREAS, the Forest Service has provided the lands and performed the planning for the Facility. The California Department of Transportation has graded and paved the parking area. PG&E has constructed a double unit, sealed vault, handicapped accessible toilet facility using the approved Forest Service design and has provided refuse collection containers.

NOW THEREFORE, the parties hereto agree as follows :

A. PG&E agrees :

1. To be responsible for performance of the operation and maintenance for the Facility. Operation and maintenance shall include :
 - a. Routine Toilet Facility Maintenance - Routine toilet facility maintenance to be performed will include cleaning floors, walls, seats, etc., on a regularly scheduled basis, as well as supplying the unit with paper and reducing the odor with chemical additives.

- b. Toilet Pumping - Toilet pumping will be done as needed throughout the recreation season. The unit will be pumped out whenever the vault is more than 3/4 full.
 - c. Refuse Collection - Refuse collection will be performed as needed, but not less than once a week, in conjunction with Routine Toilet Facility Maintenance.
 - d. Light Maintenance - Light maintenance shall be performed as necessary and will consist of minor repairs such as torn screens, loose hardware, broken toilet seats, or any other minor maintenance items that can be easily repaired.
 - e. Heavy Maintenance - Heavy maintenance will consist of sign maintenance and replacement, facility painting and staining, road repairs and preventative maintenance (cold patching and fog sealing), and repair or replacement of toilet doors, roof, or other portions of the toilet building. Heavy maintenance also includes the annual pre-season repairs to facilities which were damaged during the previous winter.
2. To provide the Forest Service with an itemized statement of the actual O & M costs for the previous year by April 1 each year. The estimated cost for a recreation season shall be based on the actual costs from the previous year and shall include the difference between half of the previous year's actual costs and the estimated costs the Forest Service paid. This difference shall be incorporated into the estimated amount of the Forest Service contribution for the current year.
 3. To contact the Forest Service and arrange a joint inspection of the Facility at the beginning of each recreation season. At this time, both parties shall mutually agree on necessary heavy maintenance to be performed before the facility is opened for use.

B. Forest Service agrees :

1. To contribute one-half of the estimated operation and maintenance cost for the 1988 recreation season. The operation and maintenance costs for 1988 are estimated to be \$5,000.00. The Forest Service share is \$2,500.00. The initial payment shall be due by June 1, 1988 and sent to :

Pacific Gas and Electric Company
Land Management Supervisor
814 Main Street
Red Bluff, California 96080


2. To make subsequent payments within 30 days upon receipt of the itemized statement described in item A. 2. above and sent to the above address in item B. 1. above.

C. It Is Mutually Agreed That :

1. This agreement is effective when accepted by the parties hereto and will continue for the term of the FERC license for Project No. 184. Either party may propose termination of this agreement by providing sixty (60) days written notice. Such termination shall become effective upon mutual agreement.
2. Each and every provision of this agreement is subject to all applicable federal and state laws and regulations.
3. Nothing in this agreement shall be construed as modifying any of the terms and conditions of any license issued by the Federal Energy Regulatory Commission or in any manner limiting the jurisdiction of the Federal Energy Regulatory Commission. In the event of any conflict between any of the provisions of this agreement and the FERC license for Project No. 184, said license shall control.
4. Nothing in this agreement shall be construed as obligating the Forest Service or the United States in the expenditure of funds in excess of available appropriations authorized by law.
5. Any amendment hereto shall be in writing, may be proposed by either party, and shall become effective upon approval by both parties.
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. Nothing, however, herein contained shall be construed to extend to any incorporated company, if the agreement is for the general benefit of such corporation or company.

IN WITNESS WHEREOF, the parties hereto, by their respective duly authorized officials, have executed this agreement which becomes effective June 1, 1988.

U. S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE

By 
FOREST SUPERVISOR
ELDORADO NATIONAL FOREST

PACIFIC GAS AND
ELECTRIC COMPANY

By 
MANAGER, BUILDING AND
LAND SERVICES