



United States
Department of
Agriculture

Forest
Service

Tahoe
National
Forest

631 Coyote Street
Nevada City, CA
95959-2250
530 265-4531
530 478-6118 TDD
530 478-6109 FAX

File Code: 1580

Date: April 18, 2003

Mr. Stephen Jones
Power Systems Manager
Placer County Water Agency
P.O. Box 667
Foresthill, CA 95631

RECEIVED

APR 21 2003

PLACER COUNTY WATER AGENCY
POWER SYSTEM

Dear Mr. Jones:

Enclosed is your fully executed copy of the Collection Agreement #03-CO-11051754-014 and 03-CO-11050353-012 between Placer County Water Agency and Tahoe and Eldorado National Forests to management of the Middle Fork American River project.

If you have any questions regarding this document, please feel free to contact the Program Manager, Ed Moore at (530) 367-2224.

Sincerely,

STEVEN T. EUBANKS
Forest Supervisor

Enclosure

cc: Ed Moore, Krystyna W Crosby, Lester Lubetkin



**COLLECTION AGREEMENT
BETWEEN
PLACER COUNTY WATER AGENCY
AND
USDA FOREST SERVICE
TAHOE NATIONAL FOREST
AND
ELDORADO NATIONAL FOREST**

THIS COLLECTION AGREEMENT is entered into by and between Placer County Water Agency, hereinafter referred to as AGENCY; and the U.S. Department of Agriculture, Forest Service, Tahoe National Forest and Eldorado National Forest, hereinafter referred to as SERVICE; under the provisions of the Granger-Thye Act of April 24, 1950 (16 U.S.C. 572).

I. PURPOSE:

The purpose of this agreement is to establish a fiscal plan between the AGENCY and SERVICE for the administration, operation, maintenance, repair, renewal, and replacement, as may be necessary, of the recreation facilities developed in conjunction with AGENCY'S Middle Fork American River Project. This plan relates to an AGENCY and SERVICE agreement executed respectively on July 29, 1965 and August 3, 1965 entitled AGREEMENT BETWEEN 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 ELDORADO AND TAHOE NATIONAL FORESTS.

The AGENCY is responsible, under its Federal Energy Regulatory Commission license, for providing and maintaining facilities including campgrounds, picnic areas, roads, parking areas, water systems, sanitary facilities, boat ramps and beach areas to accommodate project recreation plan uses within the Project Area.

The SERVICE does not have funds to carry out its obligations under the 1965 agreement. Section C.4. provides "That any period in which federal appropriations do not permit the Service to carry out its obligations, the Service will permit the Agency, pursuant to the provisions of Section 7 of the Granger-Thye Act (16 USC 580d), to administer, operate, and maintain the recreation facilities at the Agency's expense."

Project facilities and areas are listed in Exhibit A of this agreement.

In consideration of the above premises, the parties hereto agree as follows:

II. THE AGENCY SHALL:

1. ADVANCE PAYMENT BY COOPERATOR TO FOREST SERVICE. Upon presentation of a Bill for Collection, make an advance deposit in the amount as shown on the attached exhibit for the purpose of paying costs associated with the administration, operation, maintenance, repair, renewal, and replacement of the recreation facilities. This amount includes required overhead

assessment at a rate of 19.5%. Exhibit B attached hereto, and by this reference incorporated herein, displays the breakdown of these costs.

2. Upon presentation of a Bill for Collection, make semi-annual (January/July) deposits to SERVICE in accordance with Exhibit B, Financial Project Plan.

3. Recognize that the Financial Project Plan is based on estimates and from time to time SERVICE'S actual needs may exceed these estimates, for various reasons. Should SERVICE'S needs exceed the estimates, SERVICE may bill AGENCY for additional operating funds as called for by the SERVICE to meet the actual costs of the operating year. The total amount paid by AGENCY shall not exceed the GRAND TOTAL shown on Exhibit B. If the AGENCY has any available funds, the AGENCY would review the SERVICE'S request for additional funds and make a decision.

III. THE SERVICE SHALL:

1. ADVANCE BILLING. Bill the cooperator prior to commencement of work for deposits sufficient to cover the estimated costs (including overhead) for the specific payment period. Overhead will be assessed at the rate of 19.5%.

Billings shall be sent to:

Placer County Water Agency
Attn: Mike Lee, Chairman of the Board
P.O. Box 667
Foresthill, CA 95631

2. Submit separate semi-annual billings (January/July) to the AGENCY for advance deposits to cover the work items in the annual Financial Project Plan, Exhibit B, for the respective Eldorado and Tahoe National Forest portions of the project.

3. Deposit the payments received from the Cooperator into a Forest Service cooperative work fund.

4. Annually, by February 1, submit an estimate of its budgetary needs to the AGENCY for its use in preparing budget requests for the next three fiscal years. AGENCY and SERVICE thereafter will meet as necessary during the month to finalize budget estimates by March 1 for the following year. The jointly developed proposed budget for SERVICE'S next fiscal year will become the annual revision of the Financial Project Plan, Exhibit B, of this agreement, in accordance with IV.1 of this agreement. The Tahoe National Forest will take the lead for SERVICE in coordinating this aspect of this Agreement.

5. Recognize that the Financial Project Plan is based on estimates and from time to time SERVICE'S actual needs may be less than these estimates, for various reasons. Should SERVICE'S needs be less than the annual estimates, SERVICE with the AGENCY approval will apply such excess funds toward this next operating year and reflect the carry-over in the subsequent Financial Project Plan. Absent the AGENCY'S approval, the excess funds will be returned to the AGENCY.

6. Recognize that the Financial Project Plan is based on estimates and from time to time SERVICE'S actual needs may exceed these estimates, for various reasons. Should SERVICE'S needs exceed the estimates, SERVICE may request AGENCY approval for additional operating funds as called for by the SERVICE to meet the actual costs of the operating year. SERVICE recognizes request for additional funds is dependent on AGENCY's availability of funds.

7. By January 1 of the following year, provide expenditure and work accomplishment information in the format required by AGENCY to meet its accounting requirements.

IV. IT IS MUTUALLY UNDERSTOOD AND AGREED UPON BY AND BETWEEN THE PARTIES THAT:

1. MODIFICATION. Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.

2. PROPERTY IMPROVEMENTS. Improvements placed on National Forest System land at the direction of either of the parties, shall thereupon become property of the United States, and shall be subject to the same regulations and administration of the Forest Service as other National Forest improvements of a similar nature. No part of this instrument shall entitle the cooperator to any share or interest in the project other than the right to use and enjoy the same under the existing regulations of the Forest Service.

3. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the Forest Service or the Cooperator(s) from participating in similar activities with other public or private agencies, organizations, and individuals.

4. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

<i>Forest Service Project Contact</i>	<i>Cooperator Project Contact</i>
Lester Lubetkin	Stephen Jones
Forest Recreation Officer	Power Systems Manager
USDA Forest Service	Placer County Water Agency
Eldorado National Forest	P.O. Box 667
100 Forni Road	
Placerville, CA 95667	Foresthill, CA 95631
Phone: (530) 622-5061	Phone: (530) 367-2291
E-Mail: llubetkin@fs.fed.us	E-Mail: sjones@pcwa.net

<i>Forest Service Project Contact</i>
Peter Brost
Public Service Officer
USDA Forest Service
Tahoe National Forest
P.O. Box 6003
Nevada City, CA 95959
Phone: 530/265-4531
E-Mail: pbrost@fs.fed.us

Forest Service Administrative Contact	Cooperator Administrative Contact
Karine Wagner	Stephen Jones
Grants & Agreements Coordinator	Power Systems Manager
Truckee Ranger District	Placer County Water Agency
10342 Hwy 89 North	P.O. Box 667
Truckee, CA 96161	Foresthill, CA 95631
Phone: 530/587-3558	Phone: (530) 367-2291
FAX: 530/587-6914	FAX: (530) 367-4440
E-Mail: karinewagner@fs.fed.us	E-Mail sjones@pcwa.net

5. **REFUNDS.** Contributions authorized for use by the Forest Service, which are not spent or obligated for the project(s) approved under this instrument, will be refunded to the cooperator or authorized for use for new projects by the cooperator.

6. **TERMINATION.** Any of the parties, in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration. No parties shall incur any new obligations for the terminated portion of the instrument after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each Party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination. Excess funds shall be refunded within 60 days after the effective period.

7. **ENDORSEMENT.** Any cooperator contributions made under this instrument do not by direct reference or implication convey Forest Service endorsement of the cooperator's products or activities.

8. **FOREST SERVICE LIABILITY.** The Forest Service shall not be liable to the depositor or landowner for any damage incident to the performance of this agreement.

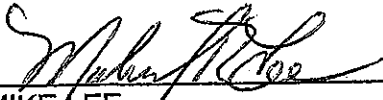
9. **COMMENCEMENT/EXPIRATION DATE.** This instrument is executed as of the date of last signature and is effective through December 31, 2007, at which time it will expire unless extended.

10. **TAXPAYER IDENTIFICATION NUMBER.** The cooperator shall furnish their tax identification number upon execution of this instrument.

11. **FREEDOM OF INFORMATION ACT (FOIA).** Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).

12. **LEGAL AUTHORITY.** The cooperator has the legal authority to enter into this instrument, and the institutional, managerial and financial capability (including funds sufficient to pay nonfederal share of project costs) to ensure proper planning, management, and completion of the project.

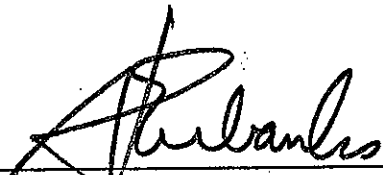
IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the last date written below.



MIKE LEE
Chairman of the Board
Placer County Water Agency

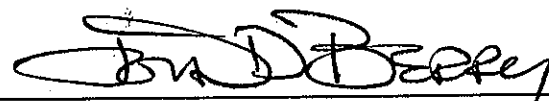
3-20-03
Date

Taxpayer Identification Number:
94-1552786



STEVEN T. EUBANKS
Forest Supervisor
USDA Forest Service
Tahoe National Forest

3/24/03
Date



JOHN D. BERRY
Forest Supervisor
USDA Forest Service
Eldorado National Forest

4-1-2003
Date

The authority and format for this instrument have been reviewed and approved for signature by:

/s/ Karine Wagner
KARINE WAGNER
Agreements Coordinator
USFS - IBET Province

02/18/2003
Date

EXHIBIT A

PROJECT RELATED RECREATION FACILITIES

Tahoe National Forest

1. French Meadows Reservoir Area:
 - a. French Meadows Picnic Area
 - b. French Meadows Boat Ramp and parking area
 - c. French Meadows Campground
 - d. Gates Group Campground
 - e. Coyote Group Campground
 - f. Lewis Campground
 - g. McGuire Picnic Area, Beach, and parking area
 - h. McGuire Boat Ramp and parking areas
 - i. Poppy Campground
 - j. Ahart Campground

2. Ralston Picnic Area

Eldorado National Forest

1. Hell Hole Reservoir Area:
 - a. Middle Meadows Group Campground
 - b. Big Meadows Campground
 - c. Hell Hole Vista Area
 - d. Hell Hole Campground
 - e. Hell Hole Boat Ramp and parking areas
 - f. Upper Hell Hole Campground