



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



AMENDMENT #2
TO
COLLECTION AGREEMENT
BETWEEN
PLACER COUNTY WATER AGENCY
AND
U.S.D.A. - FOREST SERVICE
ELDORADO NATIONAL FOREST

In accordance with Subpart IV.1. of Collection Agreement 03-CO-11050353-012, the parties have mutually agreed as follows:

ADD: Amendment #2 as follows:

January 1 to December 31, 2005 – Middle Fork American River Project #2079-
Operations & Maintenance Costs

January 1, 2006 to December 31, 2008 - Middle Fork American River Project #2079 -
Estimate of Operations & Maintenance Costs

All other terms of the Collection Agreement remain in effect.

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

PLACER COUNTY WATER AGENCY

USDA FOREST SERVICE
ELDORADO NATIONAL FOREST

BY: _____
PAULINE ROCCUCCI

BY: _____
JOHN D. BERRY

TITLE: Chair of the Board

TITLE: Forest Supervisor

DATE: _____

DATE: _____

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

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

04/19/2005
DATE

Exhibit B
Financial Project Plan
Middle Fork American River Project #2079

Estimate of Operations & Maintenance Costs
for Project Recreation Facilities/Impacts
on the Eldorado National Forest
January 1 to December 31, 2005

| | Eldorado NF | PCWA |
|--|-----------------|------|
| A. Forest Supervisor's Office Program development & oversight; Agency & FERC coordination; planning, budgeting, SUP billing, insurance, audits, prospectus, amendments, re- servation system, correspondence, inquiries, information; Fee Demo proposal and reporting. | \$3,227 | |
| Supervisor's Office Totals | \$3,227 | |
| B. Field Operations, Maintenance and Management | | |
| B-4 - Hell Hole Area (Includes Big Meadows and Middle Meadows Group Campgrounds). | | |
| Georgetown RD program mgmt., correspondence, Agency coordination, information, inquiries, budget, hiring, training, etc. (20 days) | \$5,288 | |
| Operation & maintenance of 6 develop- ed recreation sites and water systems. (60 days) | \$11,413 | |
| Hell Hole Administrative Site & Info Center | \$2,401 | |
| Vehicles (FOR \$4011, mileage \$6018) | \$10,029 | |
| Patrol, clean up, signing, visitor con- tact & enforcement in developed sites. (5days) | \$497 | |
| Supplies, materials, toilet pumping, water testing, garbage dumpster, etc. | \$6,699 | |
| GS-5 patrol and operations (120 days) | \$19,730 | |
| GS-5 operations and maintenance (29 days) | \$3,479 | |
| Spring opening/clean up. (24 person days) | \$2,661 | |
| Eldorado N.F. O&M Total | \$62,199 | |

| | Eldorado NF | PCWA |
|---|-------------|------|
| C. Heavy Maintenance Includes anything beyond normal, routine maintenance. Intended to protect current investments & repair/replace facilities not meeting standards. May include reconstruction, replacement, and/or repair of facilities & infrastructure including roads, water systems, sanitation systems, buildings, boat ramps, etc. | | |

| | | |
|---|---------|--|
| C-2 Hell Hole Area | | |
| Force Account: Plan and design interpretive displays for Hell Hole Vista (geology) and Hell Hole Boat Ramp (Fish & Wildlife) (GS-11 for 15 days) | \$5,000 | |

| | | |
|---|------------------|--|
| C-2a Big Meadows CG | | |
| Contract: Archaeology testing and evaluation contract for campground improvement work in the site boundary. | \$125,000 | |
| Contract: Construct interpretive display of Native American History for Big Meadows CG | \$1,500 | |
| Contract: Regrade and compact 10 camp units at easy/moderate access level. Reset campfire rings as needed. Camp units: 4, 6, 8, 12, 14, 30, 32, 34, 38 & 40 | \$13,144 | |
| Contract: Replace 2 vault toilets with 4 single CXT vault toilets. | \$85,698 | |
| Contract: Replace 7 water faucets with accessible design and paved aprons. Install 7 drain valves. | \$19,121 | |
| Contract: Replace the eastern flush toilet building with accessible unit. Provide paved walkways from turnout. | \$42,963 | |
| Contract contingency fund in case of price increases or unforeseen events. | \$21,433 | |
| Subtotal of Contract work at Big Mdws. | \$308,859 | |

| | | |
|--|----------|--|
| Force Account: Design a Native American Display for Big Meadows CG. (GS-11- 8 days) | \$2,500 | |
| Force Account: Design campground master plan and phased improvements. Prepare contract(s) for 2005 improvement work. | \$14,200 | |

| | Eldorado NF | PCWA |
|--|------------------|------|
| Force Account: Install 10 accessible picnic tables at accessible units. Tables: \$3,900, Labor \$500, Concrete anchors: \$100, Mileage: \$150 Mileage: \$150 | \$4,650 | |
| Force Account: Replace 10 garbage cans with 5 bear proof garbage containers. Cans \$3965/concrete \$200/ framing material \$50 labor \$1200/mileage \$285/ | \$5,700 | |
| Subtotal for Force Account work | \$27,050 | |
| Big Meadows CG subtotal | \$335,909 | |

| | | |
|--|----------------|--|
| C-2b Middle Meadows Group CG | | |
| Force Account: Replace 2 bulletin boards with 2 - 4'x4' info panels with posts in Unit 1. | \$1,120 | |
| Force Account: Replace bulletin board with a 4'x4' info panels with posts in Unit 2. | \$560 | |
| Force Account: Install 2 additional bear proof garbage containers in unit 1 and 1 additional garbage container in unit 2. Containers are \$893 each. | \$2,679 | |
| Middle Meadows CG subtotal | \$4,359 | |
| C-2c Hell Hole Boat Ramp | | |
| Force Account: Replace 4 garbage cans with 2 bear proof garbage containers. Containers at \$893 each. | \$1,786 | |
| Hell Hole Boat Ramp subtotal | \$1,786 | |

| | | |
|---|--------------|--|
| C-2d Hell Hole Vista | | |
| Force Account: Replace 2 garbage cans with 1 bear proof garbage containers. | \$893 | |
| Hell Hole Vista subtotal | \$893 | |

| | | |
|---|--------------|--|
| C-2e Hell Hole Campground | | |
| Force Account: Install one additional bear proof garbage container. | \$893 | |
| Hell Hole CG subtotal | \$893 | |

| | Eldorado NF | PCWA |
|---|-------------|------|
| 7.5% Contract administration for C-2a and | \$28,774 | |
| 7.5% for preparation of 2006 contract(s) at | | |
| Hell Hole Boat Ramp and Upper Hell Hole | | |
| Campground. | | |
| Survey & Design of paving work for 2006 | \$22,783 | |
| @ 7.5 % of PCWA contract work | | |

| | | |
|--|------------------|------------|
| ENF Heavy Maintenance Total | \$400,397 | |
| PCWA FM Heavy Maintenance Total | | \$0 |

| | | |
|--|------------------|------------|
| Summary | | |
| A. Forest Supervisor's Office program management | \$3,227 | |
| B. Field operations, maintenance & mgmt. | \$62,199 | |
| C. Heavy maintenance | \$400,397 | |
| Subtotal | \$465,822 | |
| Overhead @ 17.8%, FY 2005 rate (Third Party Contract rate 0%) | \$27,940 | |
| Subtotal | \$493,762 | |
| Less Carryover balance from 2004 | \$158,309 | |
| Less Fee Demonstration Funding for Garbage Containers, replacement picnic tables and Native American History Display | \$19,850 | |
| ENF Total | \$315,603 | |
| PCWA Total | | \$0 |

**Overhead based on: \$3,227+\$62,199+\$28,774+\$22,783+\$27,050+\$5,000+\$4,359
+1,786+\$893+\$893=\$156,964
\$156,964 x 17.8% = \$27,940

| | |
|---|---------------------|
| ENF Billing - | |
| Bill upon execution of Amendment | \$65,103.00 |
| Due 7/1/2005 | \$250,500.00 |

Exhibit B
Financial Project Plan
Middle Fork American River Project #2079

Estimate of Operations & Maintenance Costs
for Project Recreation Facilities/Impacts
on the Eldorado National Forest
January 1 to December 31, 2006

| | Eldorado NF | PCWA |
|--|----------------|------|
| A. Forest Supervisor's Office | \$3,340 | |
| Program development & oversight; Agency & FERC coordination; planning, budgeting, SUP billing, insurance, audits, prospectus, amendments, re- servation system, correspondence, inquiries, information; Fee Demo proposal and reporting. | | |
| Supervisor's Office Totals | \$3,340 | |
| B. Field Operations, Maintenance and Management | | |
| B-4 - Hell Hole Area (Includes Big Meadows and Middle Meadows Group Campgrounds). | | |
| Georgetown RD program mgmt., correspondence, Agency coordination, information, inquiries, budget, hiring, training, etc. (20 days) | \$5,815 | |
| Operation & maintenance of 6 develop- ed recreation sites and water systems. (80 days) | \$17,170 | |
| Hell Hole Administrative Site & Info Center | \$2,485 | |
| Vehicles (FOR \$4017, mileage \$9218) | \$13,235 | |
| Boat and Trailer Replacement | \$27,000 | |
| Patrol, clean up, signing, visitor con- tact & enforcement in developed sites. (5days) | \$515 | |
| Supplies, materials, toilet pumping, water testing, etc. | \$8,446 | |
| GS-5 patrol and operations (120 days) | \$20,421 | |
| GS-5 operations and maintenance (30 days) | \$3,698 | |
| Spring opening/clean up. (24 person days) | \$2,754 | |

| | |
|-------------------------|-----------|
| Eldorado N.F. O&M Total | \$101,539 |
|-------------------------|-----------|

| C. Heavy Maintenance | Eldorado NF | PCWA |
|--|--------------------|-------------|
| Includes anything beyond normal, routine maintenance. Intended to protect current investments & repair/replace facilities not meeting standards. May include reconstruction, replacement, and/or repair of facilities & infrastructure including roads, water systems, sanitation systems, buildings, boat ramps, etc. | | |

| | | |
|---|------------|------------------|
| C-2 Hell Hole Area | | |
| C-2a Big Meadows CG ^{1/} | | |
| Install 485 boulders as parking barriers. | | \$47,896 |
| Reconstruct, widen and pave 10 camp unit parking spurs at easy/moderate access level. | | \$32,534 |
| Rehabilitate remaining parking spurs and roads in campground. | | \$164,212 |
| Big Meadows CG subtotal | \$0 | \$244,642 |

| | | |
|--|------------|-----------------|
| C-2b Middle Meadows CG ^{1/} | | |
| Repair road, parking area & shoulder work. | | \$6,600 |
| Unit 1 | | |
| Reconstruct service road and parking area. Building parking area for 5 vehicles Surface with aggregate base. Improve drainage of road. | | \$12,171 |
| Unit 2 | | |
| Reconstruct service road and unloading area. Surface with aggregate base. | | \$4,929 |
| Construct an accessible path to vault toilet. Surface with aggregate base. | | \$1,071 |
| Middle Meadows CG subtotal | \$0 | \$24,771 |

| | | |
|--|-----------------|--|
| C-2c Hell Hole Boat Ramp | | |
| Contract: Purchase Fish & Wildlife interpretive signs at Hell Hole Boat Ramp. | \$2,500 | |
| Contract: Construct an access ramp for disabled to enter boat at upper parking lot. | \$20,000 | |
| Force Acct: Replace pedestal grill, level and remove obstacles in picnic unit and provide accessible table. Install interpretive sign. | \$3,000 | |
| Hell Hole Boat Ramp subtotal | \$25,500 | |

| | Eldorado NF | PCWA |
|---|-----------------|------|
| C-2d Upper Hell Hole CG | | |
| Contract: Replace toilet at first level with an accessible design toilet. (Determine if solar or septic.) | \$45,000 | |
| Contract: Replace 3 tables closest to water with accessible tables. Provide clearance. | \$1,613 | |
| Contract: Replace 3 stoves closest to water w/ accessible firerings. Level and clear around. | \$3,179 | |
| Upper Hell Hole CG Subtotal | \$49,792 | |

| | | |
|---|------------|-----------------|
| C-2e Hell Hole CG | | |
| Pave parking area with 2" overlay. | | \$14,729 |
| Stripe and sign van accessible parking. | | \$214 |
| Hell Hole CG subtotal | \$0 | \$14,944 |

| | | |
|---|----------------|-----------------|
| C-2f Hell Hole Vista 1/ | | |
| Contract: Purchase Geologic interpretive sign to replace existing sign at Vista Overlook. | \$2,500 | |
| Force Account: Install interpretive sign. | \$200 | |
| Construct paved path from parking area to toilet. | | \$891 |
| Pave the parking area. Identify van accessible parking with striping & sign. | | \$18,529 |
| Hell Hole Vista subtotal | \$2,700 | \$19,420 |

| | | |
|--|---------|--|
| C-2g 7.5% Contract Overhead. Administer the contract(s) for Upper Hell Hole CG contract work and boat ramp boarding ramp. | \$5,609 | |
| 2.5% Inspection of PCWA Paving work | \$7,594 | |

| | | |
|--|-----------------|------------------|
| ENF Heavy Maintenance Total | \$88,496 | |
| PCWA FM Heavy Maintenance Total | | \$303,777 |

| Summary | Eldorado NF | PCWA |
|--|------------------|------------------|
| A. Forest Supervisor's Office program management | \$3,340 | |
| B. Field operations, maintenance & mgmt. | \$101,539 | |
| C. Heavy maintenance | \$88,496 | \$303,777 |
| Subtotal | \$193,375 | \$303,777 |
| | | |
| Overhead @ est. 20%, FY 2006 rate** | \$24,256 | |
| Subtotal | \$217,631 | |
| | | |
| Less Carryover balance from 2005 | \$0 | |
| | | |
| ENF Total | \$217,631 | |
| PCWA Total | | \$303,777 |

** Overhead based on: \$3,340+\$101,539+\$5,609+\$200+\$7,594+\$3,000= \$121,282
\$121,282 x 20%= \$24,256

Exhibit B
Financial Project Plan
Middle Fork American River Project #2079

Estimate of Operations & Maintenance Costs
for Project Recreation Facilities/Impacts
on the Eldorado National Forest
January 1 to December 31, 2007

| | Eldorado NF | PCWA |
|--|----------------|------|
| A. Forest Supervisor's Office | \$3,456 | |
| Program development & oversight; Agency & FERC coordination; planning, budgeting, SUP billing, insurance, audits, prospectus, amendments, re- servation system, correspondence, inquiries, information; Fee Demo proposal and reporting. | | |
| Supervisor's Office Totals | \$3,456 | |
| B. Field Operations, Maintenance and Management | | |
| B-4 - Hell Hole Area (Includes Big Meadows and Middle Meadows Group Campgrounds). | | |
| Georgetown RD program mgmt., correspondence, Agency coordination, information, inquiries, budget, hiring, training, etc. (20 days) | \$6,019 | |
| Operation & maintenance of 6 develop- ed recreation sites and water systems. (80 days) | \$17,771 | |
| Hell Hole Administrative Site & Info Center | \$2,485 | |
| Vehicles (FOR \$4158, mileage \$9540) | \$13,698 | |
| Patrol, clean up, signing, visitor con- tact & enforcement in developed sites. (5days) | \$533 | |
| Supplies, materials, toilet pumping, water testing, etc. | \$8,741 | |
| GS-5 patrol and operations (120 days) | \$21,136 | |
| GS-5 operations and maintenance (30 days) | \$3,827 | |

| | | |
|---|-----------------|------|
| Spring opening/clean up. (24 person days) | \$2,850 | |
| Eldorado N.F. O&M Total | \$77,061 | |
| | Eldorado NF | PCWA |

| | | |
|---|----------|--|
| C. Heavy Maintenance Includes anything beyond normal, routine maintenance. Intended to protect current investments & repair/replace facilities not meeting standards. May include reconstruction, replacement, and/or repair of facilities & infrastructure including roads, water systems, sanitation systems, buildings, boat ramps, etc. | | |
| C-2 Hell Hole Area | | |
| C-2a Upper Hell Hole Campground | | |
| Contract: Install 6 bear proof food storage lockers 24 cu. ft. | \$11,534 | |

| | | |
|---|---------|--|
| C-2b 15% Contract Overhead. Administer the contract(s) for Upper Hell Hole CG contract work. | \$1,730 | |
|---|---------|--|

| | | |
|--|-----------------|------------|
| ENF Heavy Maintenance Total | \$13,265 | |
| PCWA FM Heavy Maintenance Total | | \$0 |

| | | |
|--|------------------|------------|
| Summary | | |
| A. Forest Supervisor's Office program management | \$3,456 | |
| B. Field operations, maintenance & mgmt. | \$77,061 | |
| C. Heavy maintenance | \$13,265 | |
| Subtotal | \$93,782 | |
| | | |
| Overhead @ est. 20%, FY 2007 rate** | \$16,449 | |
| Subtotal | \$110,231 | |
| | | |
| Less Carryover balance from 2006 | \$0 | |
| | | |
| ENF Total | \$110,231 | |
| PCWA Total | | \$0 |

**Eldorado Overhead based on: $\$3,456 + \$77,061 + \$1,730 = \$82,247$

\$82,247 x 20% = \$16,449

Exhibit B
Financial Project Plan
Middle Fork American River Project #2079

Estimate of Operations & Maintenance Costs
for Project Recreation Facilities/Impacts
on the Eldorado National Forest
January 1 to December 31, 2008

| | Eldorado NF | PCWA |
|--|----------------|------|
| A. Forest Supervisor's Office | \$3,577 | |
| Program development & oversight; Agency & FERC coordination; planning, budgeting, SUP billing, insurance, audits, prospectus, amendments, re- servation system, correspondence, inquiries, information; Fee Demo proposal and reporting. | | |
| Supervisor's Office Totals | \$3,577 | |

| | | |
|---|----------|--|
| B. Field Operations, Maintenance and Management | | |
| B-4 - Hell Hole Area (Includes Big Meadows and Middle Meadows Group Campgrounds). | | |
| Georgetown RD program mgmt., correspondence, Agency coordination, information, inquiries, budget, hiring, training, etc. (20 days) | \$6,229 | |
| Operation & maintenance of 6 develop- ed recreation sites and water systems. (60 days) | \$13,328 | |
| Hell Hole Administrative Site & Info Center | \$2,572 | |
| Vehicles (FOR \$4304, mileage \$9,874) | \$14,177 | |
| Patrol, clean up, signing, visitor con- tact & enforcement in developed sites. (5days) | \$552 | |
| Supplies, materials, toilet pumping, water testing, etc. | \$9,047 | |
| GS-5 patrol and operations (120 days) | \$21,875 | |
| GS-5 operations and maintenance (30 days) | \$3,961 | |

| | | |
|---|-----------------|--|
| Spring opening/clean up. (24 person days) | \$2,950 | |
| Eldorado N.F. O&M Total | \$74,693 | |

| | Eldorado NF | PCWA |
|---|-------------|------|
| C. Heavy Maintenance Includes anything beyond normal, routine maintenance. Intended to protect current investments & repair/replace facilities not meeting standards. May include reconstruction, replacement, and/or repair of facilities & infrastructure including roads, water systems, sanitation systems, buildings, boat ramps, etc. | | |

| | | |
|--|-------------|------------|
| ENF Heavy Maintenance Total | None | |
| PCWA FM Heavy Maintenance Total | | \$0 |

| | | |
|--|-----------------|------------|
| Summary | | |
| A. Forest Supervisor's Office program management | \$3,577 | |
| B. Field operations, maintenance & mgmt. | \$74,693 | |
| C. Heavy maintenance | None | |
| Subtotal | \$78,270 | |
| | | |
| Overhead @ est. 20%, FY 2008 rate** | \$15,654 | |
| Subtotal | \$93,924 | |
| | | |
| Less Carryover balance from 2007 | \$0 | |
| | | |
| ENF Total | \$93,924 | |
| PCWA Total | | \$0 |

**Eldorado Overhead based on: $\$3,577 + \$74,693 = \$78,270$

$\$78,270 \times 20\% = \$15,654$

**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 |

| <i>Forest Service Administrative Contact</i> | <i>Cooperator Administrative Contact</i> |
|---|---|
| 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).

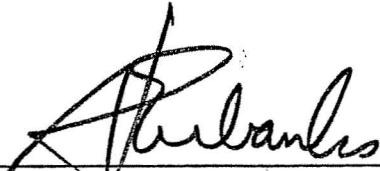
12. LEGAL AUTHORITY. The cooperator has the legal authority to enter into this instrument, and the institutional, managerial and financial capability (including funds sufficient to pay nonfederal share of project costs) to ensure proper planning, management, and completion of the project.

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. FUBANKS
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



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 |

| <i>Forest Service Administrative Contact</i> | <i>Cooperator Administrative Contact</i> |
|---|---|
| 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 |

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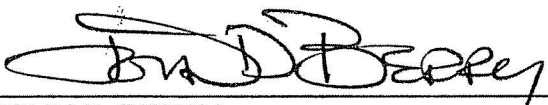

MIKE LEE
Chairman of the Board
Placer County Water Agency

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

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