

BE IT HEREBY RESOLVED by the Board of Supervisors of Mariposa County, a political subdivision of the State of California, that the Board of Supervisors hereby approve the following document, and Vice-Chairman, GERTRUDE TABER, is hereby authorized to sign same:

Collection Agreement between Mariposa County and Stanislaus National  
Forest re Deer Feed Project


PASSED AND ADOPTED by the Mariposa County Board of Supervisors this 27th day of September, 1983, by the following vote:

AYFS: Barrick, Dalton, Moffitt, Taber

NOES: None

ABSENT: Erickson

ABSTAINED: None

  
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GERTRUDE TABER, Vice-Chairman  
Mariposa County Board of Supervisors

ATTEST:

ELLEN BRONSON  
ELLEN BRONSON, County Clerk  
Ex Officio Clerk of the Board

By:   
\_\_\_\_\_  
LYNNE ROBINSON, Assistant  
County Clerk

COLLECTION AGREEMENT  
between  
Mariposa County  
and  
Stanislaus National Forest, U.S.D.A.

THIS COLLECTION AGREEMENT, made and entered into by and between Mariposa County, hereinafter referred to as the County, and the Forest Service, U.S.D.A., hereinafter referred to as Forest Service, under the provisions of the Act of June 30, 1914 (16 USC 498).

WITNESSETH:

WHEREAS, the Forest Service administers United States lands in Stanislaus National Forest, Mariposa County and desires to participate with Mariposa County in improving forage on deer winter range of the Yosemite Deer Herd; and,

WHEREAS, the County desires to participate with the Forest Service in improving deer winter forage,

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree as follows:

A. The County Shall:

1. Provide \$6,000.00 out of the County fine money for use to mechanically crush brush in preparation to broadcast burn for forage improvement for deer. Contributions under this agreement shall be used by the Forest Service to pay the costs of contract brush crushing work.
2. Said amount of \$6,000.00 to be made payable to the USDA - Forest Service and mailed to Collection Officer, USDA - Forest Service, Stanislaus National Forest, 19777 Greeley Road, Sonora, California 95370.

B. The Forest Service Shall:

1. Deposit the payment received from the County into the Forest Service Cooperative Work fund and expend said funds through a contract for mechanical crushing of brush in the Anderson Valley area. No assessment will be made for indirect expenses.
3. Refund to County any amounts in excess of the cost of doing said work or at the request of the County apply such excess toward other projects of a similar nature within Mariposa County.

C. It is Mutually Agreed and Understood By and Between the Said Parties That:

1. Nothing in this agreement shall be construed as obligating the Forest Service to expend or as involving the United States in any contract or other obligation for the future payment of money in excess of appropriations authorized by law and administratively allocated for this work.
2. 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.
3. No contribution provided herein or donation or gift of any kind shall entitle the contributors or donors to any share of interest in the said land, timber, or improvements other than the right to use and enjoy the same under the existing regulations of the Forest Service. All improvements constructed in whole or in part from contributed funds shall be and will remain the property of the United States.
4. The improvement of winter forage shall be at such times as the Forest Supervisor sees fit and shall be done at the discretion of and under the sole supervision of the Forest Supervisor, Stanislaus National Forest.
5. Either party may terminate the agreement by providing 60 days written notice; provided that any funds on deposit will be available for expenses incident to closing out the work beyond the period of written notice. This agreement will automatically terminate upon completion of the project.

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

Sept. 27, 1983  
Date

\_\_\_\_\_  
Date

*Gertrude R. Taber*  
Name: Gertrude Taber  
Title: Vice-Chairman  
Mariposa County

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BLAINE L. CORNELL  
Forest Supervisor  
Stanislaus National Forest