

AMENDED MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
UNITED STATES FOREST SERVICE  
AND  
THE YUBA COUNTY WATER AGENCY  
FOR  
CONDUCT OF WORK BY THE AGENCY DURING CONSTRUCTION AND  
SUBSEQUENT OPERATION OF THE YUBA RIVER DEVELOPMENT PROJECT

THIS AMENDED MEMORANDUM OF UNDERSTANDING, by and between the UNITED STATES FOREST SERVICE, hereinafter called "the SERVICE," and the YUBA COUNTY WATER AGENCY, hereinafter called "the AGENCY", is intended to, and does hereby, supersede that certain Memorandum of Understanding entered into by and between the parties hereto in April 1962. It contains the stipulations and conditions imposed upon the AGENCY pursuant to the license issued by the Federal Power Commission to the AGENCY for the construction and operation of the Yuba River Development Project (F.P.C. No. 2246), hereinafter called "the Project", on the Tahoe and Plumas National Forests.

WHEREAS:

1. The AGENCY is an agency of the State of California created by an Act of the State Legislature (Statutes of 1959, Chapter 788, Act 9407), and has its office and place of business at Marysville, California.
2. The AGENCY is acquiring the lands and water rights necessary for the Project. A list and description of the works to be constructed by the AGENCY under the Project are set forth in said license for the Project, as said license may have been amended or hereafter be amended.
3. The SERVICE, through the Forest Supervisor, Plumas National Forest, Quincy, California, is responsible for administration and protection of the lands and resources of the Plumas National Forest, and through the Forest Supervisor, Tahoe National Forest, Nevada City, California, is responsible for administration and protection of the lands and resources of the Tahoe National Forest. The SERVICE, by agreement with the State of California, is responsible for forest fire protection and administration of State fire laws on the several areas of private land which lie within the project area and within the fire protection boundaries of the Plumas and Tahoe National Forests.
4. Under the terms and conditions of the license the AGENCY is required to take specific measures for (a) fire prevention and control, (b) alleviation of damage to, and assuring adequate protection of, national forest lands and resources, and (c) relocation and replacement of SERVICE improvements and facilities insofar as affected by the Project, and (d) cooperation with the SERVICE in planning, construction and maintenance or participating in construction and maintenance of any Project roads that are needed for joint use by the AGENCY and the SERVICE.

5. The AGENCY desires to cooperate with the SERVICE in meeting its responsibilities under terms of the licence for fire protection, debris disposal, repair and replacement of improvements, preserving scenic values, protection of the land and water resources, and development and enhancement of recreational values.
6. The fulfillment and implementation of the terms of the license, and the desire and objective of the AGENCY and the SERVICE to preserve and protect the national forest lands and resources affected by the Project, calls for mutual agreement and cooperation.

NOW, THEREFORE, IT IS MUTUALLY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. PROJECT FIRE PLAN

- A. A project fire plan adequate to cover the added risks and hazards created by the Project will be prepared jointly by the AGENCY and the SERVICE prior to the start of Project construction, and will be put into effect immediately upon award of the construction contract by the AGENCY.
- B. This plan will be attached to and become a part of this memorandum of understanding. It will be jointly revised annually, and any revisions thereof must be approved by March 15 of each year. This plan will specify fire prevention precautions and presuppression and suppression measures which are to be taken by the AGENCY in all Project construction operations by its employees, contractors and subcontractors, and their employees. The plan will supplement, but not supersede, the requirements of the State law.
- C. During the period of Project construction, the AGENCY shall pay for all of the extra fire detection, prevention and suppression forces deemed by the SERVICE to be reasonably necessary to safeguard against wild fire, and shall provide all of the equipment needed for said forces, together with all of the needed fuel, oil, servicing, maintenance and repair for said equipment, and all housing and supplies needed for said forces. The number and kind of forces will depend upon the spread of construction activities, the time of year, and the nature of the increased risks and hazards.

II. CLEARING AND CLEANUP

- A. National Forest Timber Sales. The SERVICE will make and administer sales of the merchantable timber on national forest lands within the Project area in a number of separate blocks or areas in accordance with the following provisions:
  1. Trees or shrubbery on the Project area may be removed or destroyed only after the SERVICE has approved, and has marked or otherwise designated, those that may be removed or destroyed.

2. The SERVICE may either:

(a) Sell such timber to others, in which event the AGENCY shall not be required to pay stumpage costs to the SERVICE; or

(b) Authorize the AGENCY to remove or destroy such timber, subject to payment therefor by the AGENCY in advance under the provisions of a settlement contract, and upon such payment the timber shall be considered as having been sold to the AGENCY. When necessary to meet immediate construction requirements, the SERVICE, upon request by the AGENCY, shall permit the AGENCY to remove or destroy such timber, upon payment as provided in the settlement contract.

3. The AGENCY shall mark on the ground at not to exceed 100 foot intervals, so far as practicable, property lines and reservoir clearing lines, and also show on suitable maps all areas that require clear cutting or other types of cutting, including the cutting of hazardous trees.

4. A plan for scheduling the removal of all timber within the Project area shall be developed by the SERVICE which will have as the objective the meeting of the AGENCY'S construction schedule and the coordination with the AGENCY'S sale of timber on private lands acquired by the AGENCY.

5. After approval by the SERVICE and the AGENCY, timber sale purchasers and clearing contractors may at their option utilize the existing and the New Bullards Bar Reservoir as a means of transporting the products of the clearing operation to loading or disposal points.

6. In cases where timber is not sold to others and when it is necessary for the AGENCY to cut such timber, the SERVICE shall prescribe the method of disposal and payment.

B. Debris Disposal After merchantable timber on both national forest and private areas has been removed, the resulting and remaining debris will be completely disposed of by the AGENCY in accordance with the terms of said license.

1. National forest timber sale purchasers will not be required to burn or dispose of slash or debris.

2. Said timber sale purchasers shall be held liable for fire prevention and for suppression of fires for which they are responsible on their timber sale areas, and shall be required to file an approved timber sale fire plan with the SERVICE.

3. After a timber sale purchaser has (1) removed the merchantable logs, (2) completed all requirements of the timber sale contract, and (3) removed his equipment, in the sale area or logical unit thereof, the SERVICE will notify the AGENCY that the area or logical unit thereof is available for completion of debris disposal. The AGENCY will not commence debris disposal on said area or logical unit, as the case may be, until it has received such notification. Upon receipt of such notification, the AGENCY shall provide fire prevention and presuppression measures in the sale area or logical unit thereof, as the case may be, as required by the SERVICE.
  4. The AGENCY will diligently pursue and complete the disposal of all light and flammable debris on an area as soon as practicable after the area has been made available to the AGENCY for debris disposal. In areas mutually agreed upon by the SERVICE and AGENCY, floatable material having a diameter exceeding four inches may be left, but will be floated out and disposed of as soon as this can practicably be done.
  5. Cleanup burning will be governed by the Project Fire Plan.
  6. If forest insect populations begin building up in any Project-connected slash and threaten surrounding timber prior to the time the debris can be burned, the AGENCY agrees to take adequate control measures to prevent spread of the insects.
- C. Stump Removal. In accordance with said license the AGENCY is required to make complete clearing and cleanup of all or portions of the reservoirs. In certain areas, totaling approximately 160 acres, where heavy recreation and boating use is expected, the AGENCY will provide for grubbing out and disposal of all stumps on approximately 160 acres. Such areas will be determined and defined by mutual agreement, and the AGENCY will accomplish the work along with its reservoir clearing and cleanup operations.

### III. PROTECTION OF LANDS AND RESOURCES

- A. With reference to clearing operations within reservoir areas, tractors will not be operated above normal maximum water lines to push debris back into clearing areas. Debris will be pulled into the clearing areas by equipment operating within said clearing areas. Tailholds shall not be made to trees that will remain above normal maximum water lines, except where it is clearly impracticable to do otherwise, in which case suitable measures to prevent damage to such trees will be taken.

Upon completion of clearing operations, all constructed cut banks that are less than fifty feet slope distance below the normal maximum water line, and are a potential threat to the safety of swimmers or may slough when subjected to wave action, will be restored by the AGENCY as nearly as possible to the condition of the slope prior to Project construction.

- B. The AGENCY shall keep open at all times a road suitable for travel by sedan and fire trucks across the North Yuba in the vicinity of Bullards Bar for national forest use and protection.
- C. The scenic and aesthetic values of all national forest lands within and adjacent to the Project area shall be protected as far as possible consistent with Project development under terms of said license.
- D. The AGENCY shall, in accordance with said license, obtain prior approval from the SERVICE of locations, plans, standards, and specifications for roads and trails, and all land occupancy, location of borrow pits, spoil disposal areas, and other uses on national forest land situated within the Project boundary.
1. Borrow areas, quarry areas, road rights-of-way, and all other construction sites will be cleared only to the minimum area required, to avoid unnecessary denudation of land.
  2. Topsoil and mulch stripped from the surface of borrow areas shall be stockpiled in strategic locations designated in advance. At the completion of Project construction, the stored topsoil shall be replaced as directed by the SERVICE.
  3. Bank slopes in borrow areas will be kept reasonably even, and, where slopes are of soil, will be sloped at a ratio of 2 horizontal to 1 vertical as far as practicable.
  4. Following compliance with paragraphs 1, 2, and 3 of Provision III.D above, the AGENCY shall revegetate disturbed areas with species of tree seedlings and/or deer browse or grass approved by the SERVICE.
  5. Bank slopes in quarries will be sloped at a ratio of 1/4 to 1 in solid rock, and 1/2 to 1 in decomposed rock, with a bench minimum of 10 feet along the contour of every 30-foot rise in elevation. Banks of quarries outside of the reservoir site will be sloped or safety-fenced with woven wire fencing, as directed by the SERVICE.
  6. To the extent reasonably feasible, the AGENCY agrees to treat intermingled private land within the Project area in accordance with Provision III.D, subparagraphs 1 through 5.
- E. Use and occupancy of national forest land outside the project boundary shall be covered by special-use permits to be requested by the AGENCY and issued by the SERVICE. Written application for such permits must be made in advance of need to allow for approval and issuance of the permits prior to use of said lands.

#### IV. REPLACEMENT OF FACILITIES

- A. The AGENCY shall replace to standard SERVICE specifications, and at a location designated by the SERVICE, the three camp units in the Pepper Ranch Campground which will be inundated by the proposed New Bullards Bar Reservoir. This replacement of facilities may be constructed by the AGENCY on national forest land as a part of a larger campground or, subject to approval by the SERVICE, on contiguous non-federal land within the Project boundary which is being turned over to the SERVICE.
- B. The AGENCY will enter into a cooperative agreement with the SERVICE for the replacement of road and trail signs which will be outdated by proposed construction and will need replacing.
- C. All existing County roads that will be inundated or have their serviceability impaired by the Project shall be relocated by the AGENCY. The location, plans, design standards, and specifications, shall be approved by the County Road Commissioner and, in the cases where roads lie on national forest lands, by the SERVICE, in advance of construction.

Below are listed County roads requiring relocation by the AGENCY:

1. Marysville Road (Co. #8, F. S. #18N48 TNF and #19N08 PNF) at the New Bullards Bar Dam.

The AGENCY will construct a public road and pedestrian walkway across the New Bullards Bar Dam. The walkway shall be a minimum of four feet in width and separated from the road by a suitable barrier. The roadway shall be a minimum of 28 feet in width or wider if necessary to meet Yuba County or Federal Aid Secondary road standards. Guard rails shall be placed on the outside of the road and walkway.

The AGENCY shall relocate a public road to replace that part of the Marysville Road on each side of the New Bullards Bar Dam, to the extent necessary to create a location amenable to eventual construction to Federal Aid Secondary standards, but built by the AGENCY at least to the minimum standards listed below.

2. Oregon Hill Road (Co. #129, F. S. #19N07 PNF)

The AGENCY shall relocate a public road from the Marysville Road above the maximum water line north through Sec. 23, T. 18N., R. 7 E., to tie with the existing national forest Burnt Bridge Road No. 19N27 in the SE 1/4 Sec. 14, T. 18N., R. 7 E., thence utilizing to the fullest possible extent the existing road to Greenville.

- D. The following minimum Forest Service road standards shall be met on all county roads which the AGENCY is required herein to relocate:

The minimum design speed shall be 30 miles per hour. The minimum radius of curves shall be 250 feet. The minimum roadbed width exclusive of ditches or berms shall be 24 feet, and the minimum surfacing width shall be 20 feet.

Maximum allowable gradients are 7 percent, with 8 percent pitches not to exceed 1,000 feet per mile. The roadbed, including structures, shall be designed for wheel and axle loads commensurate with the American Association of State Highway Officials H20-S16 bridge loading.

The necessary rights-of-way over private land which the AGENCY is acquiring for such relocated county roads shall be for public use, and shall have a minimum width of 66 feet (or wider if necessary to accommodate cuts and fills).

V. CONSTRUCTION OF NEW ROADS

- A. Locations, plans, design standards, and specifications of all new roads on national forest land, including temporary roads, shall be approved by the SERVICE in advance of construction. Special-use permits will be required for roads outside of the Project boundary. The primary considerations in determining suitability of these roads will be the protection of soil and water, and the needs of the construction and operation of the Project.

Insofar as practicable, construction access roads and service roads used for construction camps and other Project uses shall be so designed and located as to serve future needs for recreational developments, which may include campgrounds, recreation areas, boat landings, and other uses.

Prior to construction of each construction road, the AGENCY will reach agreement with the SERVICE as to maintenance responsibility for, or disposition of, all roads which will not be required later for Project administration and operation.

- B. The AGENCY shall construct and maintain public roads to the Hour House and Log Cabin Diversion Dams in accordance with the following minimum standards:

Fourteen-foot road bed exclusive of ditches, intervisible turn-outs 26 feet in width for 50 feet with 50-foot tapers at each end, and 100-foot minimum curve radius. A maximum of eight percent grades will be permitted if the road bed and ditches are surfaced with gravel or crushed rock and provided with adequate drainage to protect the soil.

The road bed including structures shall be designed for wheel and axle loads commensurate with the American Association of State Highway Officials H20-S16 bridge loading. The AGENCY will provide parking space for a minimum of 10 cars at each of the dams.

## VI. ROAD MAINTENANCE

- A. All national forest roads which are regularly used by the AGENCY in the construction of the Project and all roads which are constructed by the AGENCY across national forest land, both inside and outside the Project boundary, shall be maintained by the AGENCY during the construction period in accordance with the standards listed below. All roads constructed by the AGENCY, across national forest land, which are thereafter used by the AGENCY in the maintenance and operation of the Project shall also be maintained by the AGENCY, or by the County if an agreement between the County and the AGENCY, which is satisfactory to the SERVICE, is entered into, in accordance with the standards listed below.
1. Surfaces and shoulders shall be bladed and shaped to maintain original cross-sections and provide suitable riding surfaces. Blading shall not undercut banks. Material from slides and other sources requiring removal from the road shall not be deposited in streams or at locations where it will erode or wash into streams and cause damage through silting of streams and reservoirs.
  2. During dry weather, roads shall be watered or treated as necessary to avoid dusting and loss of surfacing, and to help preserve satisfactory surface riding qualities.
  3. Roads to be used during the winter shall be surfaced with gravel or crushed rock prior to the rainy season.
  4. All cattle guards, culverts, bridges and other road structures damaged or destroyed by the AGENCY or its contractors or sub-contractors shall be repaired or replaced by the AGENCY.
  5. The AGENCY shall perform a normal amount of seasonal weather cleanup which will include removing bank slough and slides, fallen timber and other obstructions, over-hanging brush, vegetation restricting sight-distance, replacing material eroded from fill slopes and cleaning out drainage ditches and culverts. All replaced fill material will be stabilized to prevent any future erosion.
  6. When construction operations are temporarily discontinued, necessary maintenance work shall be done by the AGENCY to minimize damage from the elements during non-operating periods.



- B. Special use permits will be required for the AGENCY'S use of national forest roads located outside of the Project boundary. If any national forest roads are used jointly by the AGENCY and other commercial haulers, the SERVICE will see that provision is made for equitable sharing or road maintenance costs by such other commercial haulers, but in no event shall the latter be required to pay more than it would cost them if they were doing such maintenance work exclusively for their own use.

#### VII. LAND ACQUISITION

The AGENCY agrees to acquire the fee ownership of all private lands within the Project boundary prior to the time the Project is substantially completed and opened to the public for recreational purposes:

#### VIII. RECREATION

The AGENCY has deposited with the SERVICE under cooperative agreement Three Thousand Dollars (\$3,000.), which was used in the development of a recreation public use plan made by the SERVICE, covering lands suitable for recreation development in the Project area; and the AGENCY agrees to include within the Project the construction of certain on-shore recreation facilities and housing and support facilities as described and specified in Book I, Part D, and as shown in Schedule K, Plans for the Yuba River Development Contract Documents. These plans and specifications have been approved by the SERVICE as satisfactory for bid purposes. The SERVICE will prepare topographic maps and rough site lay-out plans, and submit them to the AGENCY for detailed construction drawings within four months after the date the prime construction contract has been awarded and notice to proceed has been given.

#### IX. SCHEDULE OF OPERATIONS

The AGENCY agrees, in order to facilitate the administration of national forest lands affected by the Project, (1) to furnish a general construction program for the Project to the SERVICE at least three months before calling for bids on the project, (2) to call a pre-construction meeting, involving at least the AGENCY, the SERVICE and the prime contractor, to discuss the construction of the Project in general and the contractor's construction schedule in particular, and (3) to furnish the SERVICE copies of the contractor's construction schedule prior to the commencement of construction operations and any revisions of said schedule in advance of the contractor's proceeding with construction operations under said schedule as thus revised.

#### X. STREAM POLLUTION

The AGENCY agrees that, during construction and operation of the Project, it shall not cause, or permit its contractors or sub-contractors to cause, polluting substances resulting from Project construction or operation to get into any stream or channel within the Project area, or waters downstream from the Project area, either directly or by operation of natural erosive processes (such as, but not limited to, wind and precipitation), in excess of the following limits or requirements:

- (1) Waste water discharges from gravel washing, sluicing, settling ponds, and other operations shall be treated, by impoundment or other means, so as to result in a settleable solids content in the discharge of not more than 0.5 ml./L. after 30 minutes quiescent settling.
- (2) In no case shall construction operations and supporting construction operations cause a turbidity increase of more than 50 turbidity units as measured approximately 500 feet downstream from any construction site. (The increase in turbidity shall be determined by the difference in turbidity readings taken from the stream immediately above the Project area and approximately 500 feet below the construction site during periods of disturbance and as often as is necessary to assure that the turbidity increase does not exceed 50 turbidity units.)
- (3) In no case shall construction operations and supporting construction operations cause visible silt or sludge deposits beyond a point approximately one-quarter mile downstream from any construction site.
- (4) Petroleum products, cement, concrete, and other materials which may be harmful to fish and aquatic life shall be disposed of in such a manner as to prevent their entrance into surface waters.
- (5) Necessary precautions shall be taken to prevent damage to water quality from sanitary wastes.

Adherence to these limits and requirements is necessary for the protection of water quality, the fishery and other aquatic resources. Methods for prevention, abatement and control of such pollution (which methods may consist of, but shall not be limited to, temporary diversion of streams, construction of settling and catchment basins and retaining walls, installation of filters, and end-hauling to offsite disposal areas) shall be developed and employed by the AGENCY to keep such pollution within said limits. The AGENCY agrees to employ a pollution control engineer who shall have authority to act for the engineer or resident engineer under the prime construction contract covering the Project, to conduct such tests as are necessary, and to advise it on methods, to insure compliance with the requirements of this Provision X. He shall render a report of such tests, containing daily records of measurements taken and a report of action taken to comply with the requirements of this Provision X, to the SERVICE, the California Department of Fish and Game, the U. S. Fish and Wildlife Service, and the Central Valley Regional Water Pollution Control Board at least once a month. If pollution in excess of said limits is detected, he shall take immediate action to abate said pollution and shall report such fact to said agencies. If such action does not reduce the pollution to said limits within 48 hours, the AGENCY (1) shall immediately issue and enforce such stop-work orders as are necessary to reduce pollution to said limits, (2) shall take such corrective action as is necessary to keep such pollution within said limits, before such stop-work orders are lifted, and (3) shall take action necessary to repair as completely as possible the damage done to aquatic resources by such pollution.

XI. GENERAL CONSIDERATIONS

- A. At all times when clearing or disposal work or any other work in connection with Project construction is being carried on, the AGENCY shall have at the main camp office or on the job a representative who shall be authorized to receive on behalf of the AGENCY any and all notices in regard to work or activities being carried on under the Project. This representative shall work closely with the forest officer in charge, and shall take such action as is required by the said license, this memorandum of understanding, or the project fire plan, or is otherwise required, to protect national forest land and resources.
- B. It is understood that the SERVICE will designate a forest officer in charge to deal directly with the authorized representative of the AGENCY. Only in emergencies, and in the absence of an authorized representative of the AGENCY, will the forest officer in charge deal directly with contractors, subcontractors, or their employees. The forest officer in charge, in case of emergencies in which the actions of a contractor or subcontractor pose immediate serious threats to national forest lands or resources, shall have the authority to order the immediate cessation of such actions, and the AGENCY shall enforce compliance with all such orders of cessation.
- C. The use and storage of explosives by the AGENCY shall be in accordance with applicable Federal, State and local laws.
- D. Non-federal land acquired by the AGENCY will be used insofar as possible by the AGENCY and its contractors, subcontractors, and their employees for work camps, barracks, trailer parks, or other occupancy. National forest land outside the Project boundaries will not be used until authorized by special-use permit issued by the SERVICE to the AGENCY.
- E. Nothing in this memorandum of understanding shall be construed as nullifying or modifying any of the terms and conditions of the Federal Power Commission license, or of the Federal Power Commission's responsibility for administration of the project.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized officers, have executed this agreement on the respective dates indicated below.

YUBA COUNTY WATER AGENCY

UNITED STATES FOREST SERVICE

By Ben Rose  
Ben Rose  
Chairman, Board of Directors

By Chas. A. Connaughton  
Chas. A. Connaughton  
Regional Forester  
California Region

Attest: Norma W. [Signature]  
By Norma W. [Signature], Secretary

Date July 25, 1965

Date 8/27/65

United States Department of Agriculture  
Forest Service

**Assurance of Compliance With The Department of Agriculture  
Regulation Under Title VI of The Civil Rights Act of 1964**

Yuba County Water Agency (hereinafter called the "Applicant".)

(Name of Applicant or Recipient)

HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352) and all requirements imposed by or pursuant to the Regulations of the U.S. Department of Agriculture (7 CFR Part 15) issued pursuant to that Act; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal financial assistance extended after the date hereof to the Applicant by the Forest Service, U.S. Department of Agriculture on account of benefits issued under the Acts of:

June 4, 1897 (30 Stat. 34; 16 USC 473, 474-482, 551)

March 4, 1915 (38 Stat. 1101, 16 USC 497)

as per attached list.

The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States in addition to any other rights and remedies provided by this assurance, the Civil Rights Act of 1964, or the Regulations issued thereunder, shall have the right to enforce this agreement by suit for specific performance or by any other available remedy under the laws of the United States or the State in which the breach or violation occurs.

This assurance is binding on the Applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Applicant.

Dated 7/1/65

Yuba County Water Agency

By Ben Ross (Applicant)  
Chairman

P.O. Box 1569

Marysville, California

(Applicant's mailing address)

(Seal)