

AMENDMENT NO. 2 TO 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

That certain agreement entitled "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", executed by the parties thereto on August 27, 1965, and July 8, 1965, respectively, is hereby amended by said parties as follows:

1. Provision III.B is amended to read as follows:

In order to accommodate National Forest and public use, including commercial hauling, neither the AGENCY nor any person or entity acting on its behalf, except by mutual agreement of the parties hereto, shall at any time close to any such use for any period: (1) any National Forest or county road used by or on behalf of the AGENCY in the construction or subsequent operation of the Project, except when such a road has been replaced or relocated as elsewhere provided in the Amended Memorandum of Understanding, and such replacement or relocated road has been completed and opened for all such uses; or (2) any road constructed and placed in service by or on behalf of the AGENCY to replace or relocate an existing National Forest or county road, regardless of whether the Project has been accepted in whole or in part, provided that the SERVICE or other public body (other than the AGENCY) administering such replacement or relocated road may close it when necessary to insure safety or for other reasons in the public interest.

2. The first sentence of Provision VI.A is amended to read as follows:

All National Forest roads and all unpaved county roads which are 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, or the AGENCY shall cause same to be maintained, during the construction period in accordance with the standards below.

3. In order to correct a typographical error, the fifth line of Provision VI.B is amended to read "made for equitable sharing of road maintenance costs by such other".

4. A sentence is added at the end of Provision VI.B to read as follows:

In the event of a dispute as to the equitable shares to be paid by the various users, the SERVICE shall give the disputing parties an opportunity to present evidence in support of their respective positions, after which the SERVICE shall make a determination as to what are equitable shares, and its determination shall be final, unless the same is capricious or arbitrary.

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

YUBA COUNTY WATER AGENCY

UNITED STATES FOREST SERVICE

By Karl A. Cook
Chairman, Board of Directors

By O. Allen Mendenhall
Regional Forester, California Region, By

Date: Aug. 2, 1966

Date: August 11, 1966

ATTEST: Ben Ross
Secretary, Board of Directors

Yuba County Water Agency,
P. O. Box 1569,
Marysville, California.

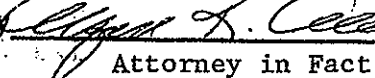
August], 1966
In Reply: 117.6.01

Gentlemen:

In consideration of the execution by you of "AMENDMENT NO. 2 TO 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," a copy of which is attached hereto and made a part hereof as if fully set forth herein, the undersigned agrees that it will comply with all requirements and fulfill all the obligations imposed upon the Yuba County Water Agency by said Amendment No. 2 with the same force and effect as if said Amendment No. 2 was incorporated in the contract dated May 2, 1966, between you and the undersigned. The undersigned's acceptance of the requirements and obligations set forth in said Amendment No. 2 shall not extend beyond the date of completion of the project in accordance with the terms of said contract dated May 2, 1966.

Yours very truly,

PERINI YUBA ASSOCIATES

By 
Attorney in Fact

AMENDMENT NO. 1 TO AMENDED MEMORANDUM OF UNDERSTANDING BETWEEN
THE UNITED STATES FOREST SERVICE AND THE YUBA COUNTY WATER AGENCY

THAT CERTAIN AMENDED MEMORANDUM OF UNDERSTANDING, by and between the UNITED STATES FOREST SERVICE and the YUBA COUNTY WATER AGENCY, covering the Yuba River Development Project (F.P.C. No. 2246), entered into by and between the parties thereto in July 1965, is hereby amended as hereinafter set forth.

Provision II. B. 2 is hereby amended to read as follows:

Said timber sale purchasers shall be held responsible for fire prevention on their respective timber sale areas and for suppression of fires resulting from their operations, shall be required by the terms of the timber sale contract to provide the manpower and equipment deemed necessary by the SERVICE for fire suppression, and shall be required by the SERVICE to file plans with the SERVICE providing for the prevention and control of fires within their respective sale areas and the vicinity thereof.

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

YUBA COUNTY WATER AGENCY

UNITED STATES FOREST SERVICE

By Ben Ross
Chairman, Board of Directors

By C. Allen Mendenhall
ACTING Regional Forester
California Region

Attest:

Date June 8, 1966

Wenay Mitchell
Secretary

Date November 23, 1965