

*Copy to  
Mr. Daniels*

AMENDMENT TO COOPERATIVE AGREEMENT  
BY AND BETWEEN  
THE YUBA COUNTY WATER AGENCY AND THE UNITED STATES FOREST SERVICE  
FOR THE ADMINISTRATION, OPERATION AND MAINTENANCE OF RECREATIONAL  
FACILITIES ON THE YUBA RIVER DEVELOPMENT PROJECT ON THE TAHOE AND  
PLUMAS NATIONAL FORESTS

WITNESSETH:

WHEREAS, there is a need to amend the present agreement between the Yuba County Water Agency and the United States Forest Service, dated September 9, 1968, to provide for:

1. Floating toilet facilities to be furnished by Agency in lieu of land constructed toilets in campgrounds;
2. Retention of title to floating toilet facilities by Agency;
3. Forest Service to share in cost of servicing the floating toilets commensurate with impact from Forest Service campground users;

WHEREAS, the present agreement provides that the Agency would finance and construct on-shore campground facilities to be transferred to the Forest Service for ownership, operation and maintenance;

WHEREAS, it has been determined since entering into the present agreement, that soil and drainage problems and inaccessibility for pumping deem it inadvisable to construct toilets on land in the campground area;

WHEREAS, the Agency has agreed to furnish floating toilets on the Reservoir adjacent to the campgrounds for the duration of the licensed projects in lieu of constructing toilets on land;

WHEREAS, the floating toilets will be available for both Agency water recreation users and Forest Service campground users;

WHEREAS, title to floating toilet facilities cannot be transferred to the Forest Service because of restrictions imposed through financing by State recreation bond funds;

WHEREAS, the Forest Service has a responsibility to service toilet facilities in Forest Service campgrounds;

NOW, THEREFORE, IT IS AGREED:

A. The Agency agrees:

1. To furnish floating toilet facilities adjacent to campgrounds in lieu of constructing toilet facilities on land in campground areas.

2. To retain full ownership and control of, and maintenance responsibilities for, floating toilet facilities.
3. To provide supplies and chemicals and perform the servicing cleanup work necessary to keep the floating toilets open and in a sanitary condition during periods of Forest Service campground use.
4. As of March 1 each year, to provide the Forest Service with a proposed plan of operation for the coming summer season, including planned expenditures for the Forest Service's review and concurrence.
5. As of October 1 and June 30 each year, to provide the Forest Service with an itemization of costs incurred in servicing facilities.

B. The Forest Service agrees:

1. To reimburse the Agency for fifty percent (but not to exceed \$6,000.00 per fiscal year) of the costs incurred in servicing said floating toilets during the period as specified under C 1. Payment is to be made by the Forest Service upon receipt and approval of an itemized schedule of costs incurred by the Agency.

C. It is mutually agreed:

1. The Forest Service will not share in payment for any costs incurred by the Agency during periods when the water surface elevation of the Bullards Bar Reservoir is below 1905 feet measured at the dam unless otherwise agreed to in writing by both parties.
2. That servicing as used in this agreement includes: (a) Daily cleaning of the floating toilet facilities to a neat, clean and sanitary condition commensurate with normal public expectations for public restrooms; (b) pumping, transportation and disposal of sewage from the floating toilets to an approved disposal site; (c) removal and disposal of all waste paper, fish entrails and other solid wastes generated at the floating toilets. Billing for services must have acceptance and approval of District Ranger prior to payment.
3. That servicing as used in this agreement does not include maintenance repairs, facility depreciation or replacement costs.

- 4. That all conditions of the present cooperative agreement dated September 9, 1968, will apply except to the extent those clauses pertaining to campground facilities are modified by this amendment.
- 5. That the period of this amendment shall extend from the date signed below until terminated by mutual agreement, or on 30 days' written notice from either party to the other.

IN WITNESS WHEREOF, the parties have executed this amendment as of the date signed below.

YUBA COUNTY WATER AGENCY

UNITED STATES FOREST SERVICE

By *Ronald Leri*

By *Reid Jackson*

Title Chairman,  
Board of Directors

Title *Acting Forest Supervisor*

Date June 13, 1972

Date *June 18, 1972*

APPROVED:

*Jack H. Creaney*  
*Acting* Regional Forester

Date: *7/28/72*