

Holder RD SO CC

United States Department of Agriculture Forest Service AMENDMENT #2 FOR SPECIAL USE PERMIT Ref: FSM 2714	a. Record no. (1-2) <u>70</u>	b. Region (3-4) PSW <u>05</u>	c. Forest (5-6) Tahoe <u>17</u>
	d. District (7-8) D'ville <u>53</u>	e. User number (9-12) <u>1024</u>	f. Kind of use (13-15) Camp <u>141</u> Picnic
THIS AMENDMENT IS ATTACHED TO AND MADE A PART OF THE <input type="checkbox"/> TERM <input checked="" type="checkbox"/> ANNUAL PERMIT	g. State (16-17) CA <u>06</u>	h. County (18-20) Yuba <u>115</u>	k. Card no. (21) <u>1</u>

For Campground issued to _____
 (KIND OF PERMIT)
Yuba County Water Agency, on 7/12/84
 (NAME OF PERMITTEE) (DATE OF PERMIT)

which is hereby amended as follows:

Clause 19C shall read:

The holder shall repair, replace, or restore any damage to or loss of the premises covered by this authorization caused by fire or other casualty, including fires or other casualties beyond the control of and without the fault of the holder, and shall have in force fire and other casualty insurance covering the Government-owned improvements, the use of which is authorized by this permit.

Such fire and other casualty insurance or self insurance shall be in the amount of Twenty-Five Thousand Dollars (\$25,000.00) and shall name the United States as beneficiary of proceeds payable as a result of claims for damage from fire or other casualty. The holder shall furnish the Forest Service an authenticated copy of the insurance policy or a letter of intent if self-insured. The policy or letter of intent shall also contain a specific provision or rider to the effect that the policy will not be cancelled or its provisions changed before thirty (30) days written notice to the Forest Supervisor.

This Amendment is accepted subject to the conditions set forth herein, and to conditions N/A to attached hereto and made a part of this Amendment.

PERMITTEE	NAME OF PERMITTEE Yuba County Water Agency	SIGNATURE OF AUTHORIZED OFFICER <i>John P. Lowe</i> TITLE Chairman	DATE 3/14/88
ISSUING OFFICER	NAME AND SIGNATURE <i>Gen Bergen Larson</i> Geri Bergen Larson	TITLE Forest Supervisor	DATE 3/24/88

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, 1986, amended June 13, 1972, and April 17, 1974 to provide for:

1. Land based toilets to be constructed by the Agency in lieu of providing floating toilets.
2. Transfer of title to toilets to Forest Service upon termination of Agency Special Use Permit.
3. Agency and Forest Service to share in cost of servicing the toilets.
4. Mutual reduction of costs by reassignment of certain tasks to eliminate duplicate manpower requirements by the Agency and the Forest Service.

WHEREAS, the present agreement provides that the Agency would finance and construct floating campground facilities the operation and maintenance of which to be shared between the Forest Service and Agency.

WHEREAS, the floating toilets have proven expensive to operate.

WHEREAS, when the lake level drops the floating toilets are located far enough away from the camping areas that campers often do not use them.

WHEREAS, it has been determined since entering into the present agreement, that new technology makes it feasible to construct and operate waterless toilets in the campground.

WHEREAS, the Agency has volunteered to construct these facilities while the campgrounds are under special use permit.

WHEREAS, the floating toilets will be still available on the lake for Agency water recreation users.

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

WHEREAS, removal of effluent from toilets is normally contracted from a private contractor since the Forest Service does not have the capability to perform septic pumping.

WHEREAS, there are no known contractors in the area who have the capability to remove effluent toilets in non-roaded areas.

NOW THEREFORE, IT IS AGREED:

A. The Agency agrees:

1. To construct toilet facilities in the campground in lieu of furnishing floating toilets;
2. To retain ownership of the toilets while the campgrounds are operated under special use permit;
3. To remove and dispose of all wastepaper, trash and garbage generated at the toilets during normal operating period when the campgrounds are open and operated under special use permit;
4. To provide regular cleaning of the toilet facilities to a neat clean and sanitary condition commensurate with normal public expectations during the normal operating period when the campgrounds are open, and operated under special use permit;
5. To provide all cleaning supplies and chemicals needed for the daily cleaning of the toilets during the normal operating period when the campgrounds are open and operated under special use permit;
6. To transfer the ownership of the toilets to the Forest Service upon termination of the special use permit;
7. Upon transfer of ownership retain responsibility for removing, transporting and properly disposing of all effluent to be performed upon request of the Forest Service;

B. The Forest Service, upon termination of the special use permit agrees:

1. To take ownership of toilet facilities.
2. To provide regular cleaning of toilet facilities to a neat, clean and sanitary condition commensurate with normal public expectation during the normal operating period when the campgrounds are open.
3. To provide all cleaning supplies needed for the daily cleaning of the toilets during the normal operating period when the campgrounds are open;

4. To remove and dispose of all waste paper, trash and garbage generated at the toilets other than the effluent and other contents of the sewage holding tanks during the normal operating period when the campgrounds are open;
5. To notify the Agency, as soon as is reasonably possible, of the need for any effluent removal for the facilities;

C. It is mutually agreed:

1. That the normal operating period of the boat access campgrounds will be from May 1 through Labor Day weekend, provided that the water level is 1,905 feet or above as measured at the dam for the duration of this period. If the water level is below 1,905 feet as measured at the dam at any time during this period, campground operator Forest Service or Agency has the option to close the campground facilities until the water level reaches the 1,905 feet mark.
2. That each party to this agreement will bear all costs incurred in the performance of their agreed duties and responsibilities as set forth in this agreement;
3. That this amendment terminates the amendment dated April 17, 1974;
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 thirty 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

BY *Bill Hayes*

Title Chairman

Date 2-3-87

UNITED STATES FOREST SERVICE

BY *Geri B. Larson*

GERI B. LARSON
Title Forest Supervisor

Date 3-6-87