

DRAFT MEMORANDUM OF UNDERSTANDING

by and among

THE NATURE CONSERVANCY, SOUTH YUBA RIVER CITIZENS LEAGUE, YUBA WATER AGENCY, NATIONAL FOREST FOUNDATION, BLUE FOREST CONSERVATION, CAMPTONVILLE COMMUNITY PARTNERSHIP, NEVADA CITY RANCHERIA NISENAN TRIBE [ADD OTHER GROUPS]

and

**THE USDA, FOREST SERVICE
TAHOE NATIONAL FOREST**

Regarding the

NORTH YUBA FOREST WATERSHED RESTORATION PARTNERSHIP

DRAFT, 8/16/19

This MEMORANDUM OF UNDERSTANDING (“MOU”) is hereby made and entered by and between The Nature Conservancy (“TNC”), South Yuba River Citizens League (“SYRCL”), Yuba Water Agency (“Yuba Water”), National Forest Foundation (“NFF”), Blue Forest Conservation (“Blue Forest”), Camptonville Community Partnership (“CCP”) Nevada City Rancheria Nisenen Tribe, and the United States Department of Agriculture (“USDA”), Forest Service, Tahoe National Forest (“U.S. Forest Service”), hereinafter referred to as a “Party” or “the Parties.”

The North Yuba River watershed is located in California’s northern Sierra Nevada and includes approximately 312,960 acres of land, of which 241,000 acres of land is managed by the U.S. Forest Service. The watershed includes significant forest habitat, is an important source of water to downstream users, supports high biodiversity, includes numerous communities, and offers excellent opportunities for recreation and human enjoyment.

Many forests in the North Yuba watershed are unhealthy. They are overstocked with small trees and brush and at risk of high-severity wildfire due to fire suppression and historic timber harvesting practices, exacerbated by climate change. As a result, communities and infrastructure within the watershed are at significant risk. Forests once characterized by large, widely-spaced trees and beneficial, low-to-moderate severity fire are now dominated by non-fire resilient stands of vegetation ranging from dense thickets of small trees and brush to overstocked forests with significant ladder fuels. This greatly increases the likelihood of destructive wildfire causing significant damage to human communities and watershed health. In addition, many homes and communities have been built within and near the forests, making it challenging in some locations to protect lives and property from high-severity wildfire and to allow the use of prescribed fire or managed wildfire as a management tool. Recognizing that community safety and forest health are complementary and interrelated, the Forest Service and other public and private stakeholders [\(including but not limited to private landowners\)](#) are acting together to reduce wildfire risk and protect communities, but the pace and scale of such activities need to be significantly increased given the geographic scope and severity of the problem.

In consideration of the foregoing recitals and their respective agreements set forth below, the Parties agree as follows:

I. PURPOSE

The purpose of this MOU is to document the commitment of the Parties to cooperate, communicate and work together to promote healthier, more resilient forests within the North Yuba River watershed. Specifically, the Parties are

interested in developing and implementing a forest restoration and fuels reduction project for Forest Service lands within the North Yuba watershed (the “Project”), in coordination with private landowners and other stakeholders. The principal goals of the Project are (1) to improve and restore forest health and resilience, (2) to reduce the risk of high-severity wildfire, (3) to protect and secure water supplies, and (4) to protect communities from the effects of high-severity wildfire and climate change. While this MOU does not obligate any Party to commit funds or take any specific actions, the Parties intend to develop specific agreements to address funding, resource sharing, and other commitments to advance the Project.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS

The mission of the U.S. Forest Service is to sustain the health, diversity, and productivity of the nation’s forest and grasslands to meet the needs of present and future generations. This mission includes all aspects of forest management to include watershed health and community safety for the economic and social benefit of the American people.

The Nature Conservancy (TNC) is a private, non-profit corporation incorporated in the District of Columbia and devoted to conserving the lands and waters on which all life depends. TNC has significant scientific and management expertise through the dedicated efforts of its diverse staff, including more than 600 scientists, located in all 50 U.S. states and more than 70 countries. TNC is deeply involved in numerous collaborative forest restoration projects, fire learning projects and many other direct partnership efforts to expand conservation and restoration of National Forest System lands.

South Yuba River Citizens League (SYRCL) has a mission to unite the community to protect and restore the Yuba River watershed. Through this work SYRCL has worked for 36 years to bring the community together to work on large watershed issues such as new dam proposals, water quality, restoration, and forest health. Today, SYRCL has an annual budget of \$2.1 million that supports an Executive Director, Science Director and four science staff, a Development Team, an Outreach Team, a Finance Manager, and is home to the Wild and Scenic Film Festival. SYRCL works on large-scale restoration projects throughout the Yuba River watershed through its science-based restoration program.

The Yuba Water Agency (Yuba Water) is a local government agency. Yuba Water is committed to the sustainable management of water resources throughout the Yuba River watershed for flood risk reduction and reliable water supply, enabled through hydropower generation, in support of the environment and quality of life for the communities. Healthy forests are critical to a healthy watershed. Yuba Water is increasingly concerned with the escalating threat of wildfires due to its impact on communities and on water supply and water quality. Yuba Water is working collaboratively on several initiatives to reduce the risk of catastrophic wildfires and make the Yuba Watershed one of California’s first sustainable, actively managed watersheds.

The National Forest Foundation (NFF), chartered by Congress, engages Americans in community-based and national programs that promote the health and public enjoyment of our 193-million-acre National Forest System. Through the efforts within its Tahoe Headwaters Treasured Landscape, the NFF supports projects that increase the pace and scale of forest restoration, promote sustainable recreation, restore functioning aquatic ecosystems, and link science and action with community.

Blue Forest Conservation (Blue Forest) has a mission to develop financially sustainable solutions to environmental challenges. Founded in 2015, Blue Forest developed the Forest Resilience Bond (FRB) to address the need for

investment in forest health on public and private lands across the Western U.S. while building the market for conservation finance. The goal of the FRB is to address extreme wildfire risk in forests while promoting healthy, fire and climate resilient landscapes that are ecologically functional, protect source watersheds, and provide economic and environmental security to rural and urban communities. The FRB seek a modest return for investors of restoration projects through innovative funding models such as pay-for-success and cost-sharing contracts. Collaborative support of projects through the FRB are based on the ecological and economic benefits of healthy forests to landowners, land managers, state and local governments, federal agencies, water agencies, and other stakeholders. Blue Forest is exploring how public-private partnerships can accelerate restoration work and realize non-monetary watershed benefits. These non-monetary benefits that advance the public (rather than private) good are of critical importance and have prompted the development of the FRB conservation finance partnership model.

Camptonville Community Partnership (CCP) is a rural non-profit located in the Sierra Nevada foothills of Yuba County, CA. CCP works with the community to deliver a variety of local programs. As such, CCP is working to develop the Forest Biomass Business Center through a community-driven process to build local, livable wage jobs and to reduce wildfire threat by making electricity from wood chips derived from sustainable forest methods. CCP is actively engaged with a diversity of project partners to develop the FBBC including the project site landowner, the Yuba Watershed Protection & Fire Safe Council, local, state and federal natural resource agencies including the Sierra Nevada Conservancy, Tahoe National Forest and Plumas National Forest, elected government officials, tribal representatives, regional environmental organizations including SYRCL, industrial timberland owners and operators, peer forest bioenergy projects, the National Forest Foundation, Blue Forest Conservation, the University of California Cooperative Extension, the Yuba Sutter Economic Development Corporation, Yuba County, Rural County Representatives of California, and the Governor's Office of Planning and Research.

Nevada City Rancheria Nisenan Tribe: The Nisenan are Indigenous to the Yuba River watershed where they have lived for countless generations prior to contact and long before the Gold Rush. Despite countless attempts to assimilate the Tribe, the Nisenan continue to exist as a Tribal unit, strive to express their ancient culture and seek connections with the landscape. Protecting Sacred sites within the Tribes territorial landscape is of extreme importance, as is community education and the reclamation of all aspects of Nisenan culture. The Tribe is governed by a Tribal Council and is further supported by the 501c3 CHIRP (California Heritage: Indigenous Research Project). The Nevada City Rancheria is recognized on the Native American Heritage Commissions list of State recognized Tribes. Forest health and management has always been central to the wellbeing of the Nisenan people. The Tribe's ability to navigate and manage resources was critical in living a sustainable, rich life within these watersheds; now is the time to rethink and relearn what a similar relationship could look like for us today. The Tribe believes it has something of value to bring to this conversation today as we all navigate climate change and reestablish our relationships with the land. For more information visit nisenan.org

[add similar paragraph for each group]

III. AGREEMENT

- A. The Parties will work together on the Project to promote ecologically-based, landscape-scale restoration and management of the forests within the North Yuba River watershed, focusing on lands owned and managed by the U.S. Forest Service and in coordination with private landowners. The principal goals of the Project are (1) to improve and restore forest health and resilience, (2) to reduce the risk of high-severity wildfire, (3) to protect

and secure water supplies, and (4) to protect communities from the effects of high-severity wildfire and climate change.

- B. By “ecologically-based forest management,” the Parties mean the approach generally described in General Technical Reports PSW-GTR-220 and 237 (North et al. 2009, 2012). Ecologically-based forest management seeks to reduce the risk of uncharacteristic, high-intensity wildfire while also protecting and restoring watershed health and native biodiversity and promoting forest conditions that are more resilient to drought, climate change, and other disturbances. This approach aims to increase forest stand heterogeneity on a site-specific basis, and considers the inherent topographic features of the landscape, emphasizing the key ecological role that low-to-moderate intensity, beneficial fire provides in many conifer forests of the Sierra Nevada. Ecologically-based forest management, together with shaded fuel breaks, defensible space, land use planning, and other measures, can help protect communities from the impacts of high-severity wildfire.
- C. The Parties will consider the best available science [and other relevant information](#) in developing and implementing a forest restoration plan for the North Yuba River watershed, including, but not limited to, recent research by McGarigal et al. (2018) on the historic range of variability within the watershed, forthcoming analyses from the Tahoe-Central Sierra Initiative, General Technical Reports PSW-GTR-220 and 237 (North et al. 2009, 2012), TNC’s recent paper on ecological forestry (Kelsey 2019), and other research.
- D. The Parties are interested in exploring and developing innovative approaches to project planning and analysis that are more efficient and less expensive than typical planning efforts on Forest Service lands, without compromising environmental safeguards and opportunities for public engagement. This may include, but is not limited to, undertaking analysis and planning at a landscape scale, developing programmatic documents that can be used to efficiently develop site-specific projects using tools like tiering and incorporation by reference, modifying existing requirements for conducting resource and cultural surveys, amending the existing land and resource management plan, and other measures.
- E. The Parties share an interest in promoting local economic opportunities and employment as a by-product of undertaking ecologically-based forest management at a landscape scale. This may include, but is not limited to, using shrubs and small trees for biomass energy, making wood products from small and medium-sized trees removed to reduce the risk of high-severity wildfire and to promote forest resilience, and other efforts that improve the local economy based upon forest and watershed restoration.
- F. The Parties will work together and coordinate to provide and secure sufficient funding, staffing, and other resources to develop, analyze and implement the Project. The Parties are interested in using new and innovative approaches, which may include, but are not limited to, hiring consultants to undertake aspects of project planning, using in-kind contributions from the Parties, drawing upon state and local funding and staff resources under the Good Neighbor Authority and other authorities, and utilizing innovative financial mechanisms such as the Forest Resilience Bond developed by Blue Forest.
- G. The Parties will coordinate and cooperate on issues relating to outreach and communications, with the goal of engaging stakeholders with interest in the Project, sharing information, and publicizing the Project. The Parties agree to recognize this collaborative effort in external communications by appropriately acknowledging that multiple parties are working closely together to advance the Project, by including other parties in outreach efforts where feasible and appropriate, and by working collaboratively to align and coordinate message content and communications strategies.

- H. The Parties will work together in developing and implementing research and monitoring within the Project area. The Parties recognize that the scientific understanding of the value of ecological restoration and its long-term benefits to imperiled wildlife and unhealthy watersheds is developing, and that there are excellent opportunities to develop and apply science to improve forest and watershed management. The Parties also recognize that the uncertainties of a changing climate increase the importance of ongoing monitoring of environmental impacts and use of adaptive management to change course as needed.
- I. Nothing in this MOU shall be construed as changing or delegating the Forest Service's legal responsibilities with respect to managing national forests within the watershed and complying with applicable laws, policies, and regulations, including but not limited to the National Environmental Policy Act and the National Forest Management Act.
- J. The Parties may develop subsequent plans, including Master Participatory Agreements, Supplemental Project Agreements, and other documents to implement this MOU.

IV. COORDINATION STRUCTURE

- A. The Parties shall form a Steering Committee that is made up of (1) the signatories to this MOU and (2) additional organizations or agencies that agree with the goals of the Project and substantively contribute to the furtherance of the Project with staff time, financial resources, and other contributions, if agreed upon by the signatories to the MOU.
- B. The Parties shall also create a planning team (the "Planning Team") and an implementation team (the "Implementation Team") to carry out the planning for and the implementation of the Project, as addressed in more detail below.
- C. The Steering Committee shall be responsible for overall project direction, approaches, fundraising, outreach, and communications and will oversee the Planning Team and Implementation Team. The Steering Committee may establish additional teams, workgroups or committees as needed.
- D. All organizations on the Steering Committee shall endeavor to make substantive contributions to advancing the Project in the form of staffing, funding, or other in-kind contributions
- E. The Planning Team shall report to the Steering Committee and shall be responsible for planning, coordinating, and directing the planning phase of the Project, from project inception through project approval, including, but not limited to, hiring and overseeing contractors. The Planning Team shall be responsible for the Project's progress, quality, and content and shall be empowered to make real-time decisions to advance project planning.
- F. The Implementation Team shall report to the Steering Committee and shall be responsible for planning, coordinating, and directing the implementation phase of the Project, after Project approval. The Implementation Team shall be empowered to make real-time decisions to implement the proposed action, including, but not limited to, entering into stewardship agreements and hiring contractors
- G. The Steering Committee will ensure robust stakeholder and public engagement throughout Project planning and implementation, in addition to public participation requirements established by the National Environmental Policy Act and other Forest Service direction.

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND AMONG THE PARTIES THAT:

A. Principal Contacts. Individuals listed below are authorized to act in their respective areas for matters relating to this MOU.

Principal Contacts:

Program Contact		Administrative Contact	
Organization:	The Nature Conservancy		
Name:	David Edelson	Name:	Mary Lieth
Address:	201 Mission Street, 4 th Floor	Address:	555 Capitol Mall, 12 th Floor
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Telephone:	415-215-7238	Telephone:	916-642-8062
FAX:		FAX:	
Email:	dedelson@tnc.org	Email:	mary.lieth@tnc.org

Program Contact		Administrative Contact	
Organization:	South Yuba River Citizens League		
Name:	Rachel Hutchinson	Name:	Melinda Booth
Address:	313 Railroad Ave. #101	Address:	313 Railroad Ave. #101
City, State, Zip:	Nevada City, CA 95959	City, State, Zip:	Nevada City, CA 95959
Telephone:	530-265-5961 x205	Telephone:	530-265-5961 x202
FAX:	530-265-6232	FAX:	530-265-6232
Email:	rachel@yubariver.org	Email:	melinda@yubariver.org

Program Contact		Administrative Contact	
Organization:	Yuba Water Agency		
Name:	Willie Whittlesey	Name:	Terri Daly
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Telephone:	(530) 741-5000	Telephone:	(530) 741-5000
FAX:	(530) 741-6541	FAX:	(530) 741-6541
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Program Contact		Administrative Contact	
Organization:	National Forest Foundation		
Name:	Matt Millar	Name:	Sheree Bombard
Address:	Bldg 27, Ste 3, Fort Missoula Rd	Address:	Bldg 27, Ste 3, Fort Missoula Rd
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Telephone:	530-902-0213	Telephone:	406-542-2805
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Program Contact		Administrative Contact	
Organization:	Blue Forest Conservation		
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Program Contact		Administrative Contact	
Organization:	Camptonville Community Partnership		
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Program Contact		Administrative Contact	
Organization:	Nevada City Rancheria Nisenan Tribe		
Name:	Shelly Covert	Name:	Shelly Covert
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City, State, Zip:	Grass Valley, Ca 95945	City, State, Zip:	Grass Valley, Ca 95945
Telephone:	530.570.0846	Telephone:	530.570.0846
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Email:	shelly@nevadacityrancheria.org	Email:	shelly@nevadacityrancheria.org

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact		U.S. Forest Service Administrative Contact	
Name:	Eli Ilano	Name:	Alonzo "Lon" Henderson
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City, State, Zip:	Nevada City, CA, 95959	City, State, Zip:	Camptonville, CA 95922
Telephone:	530-478-6200	Telephone:	530-338-7193
FAX:		FAX:	530-288-0727
Email:	eli.ilano@usda.gov	Email:	alonzo.henderson@usda.gov

B. Assurance Regarding Felony Conviction or Tax Delinquent Status for Corporate Entities. This MOU is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this MOU, each Party acknowledges that it:

1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding its signature of this MOU, unless a suspending and debarment official of the USDA has considered suspension or debarment is not necessary to protect the interests of the Government. If any given Party fails to comply with these provisions, the U.S. Forest Service will annul this MOU and may recover any funds which were provided by the U.S. Forest Service to that Party which that Party has expended in violation of sections 433 and 434.

- C. Notices. Any communication affecting the operations covered by this MOU given by the U.S. Forest Service or any of the other Parties is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, , as follows: (1) To the U.S. Forest Service Program Manager, at the address specified in the MOU; (2) To the other Parties, at the address for their respective Principal Contacts as shown above in this MOU or, such replacement address as a given Party may hereafter notify the other Parties to use. Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.
- D. Public Notices. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. The Parties are encouraged to give public notice of the receipt of this MOU and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows: "Tahoe National Forest of the U.S. Forest Service, Department of Agriculture, in cooperation with NAME." The Parties may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. The Parties are requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to The U.S. Forest Service's Office of Communications as far in advance of release as possible.
- E. Participation in Similar Activities. This MOU in no way restricts the U.S. Forest Service or any of the other Parties from participating in similar activities with other public or private agencies, organizations, and individuals.
- F. Endorsement. No contributions made by any of the other Parties under this MOU shall by direct reference or implication convey U.S. Forest Service endorsement of the Parties' products or activities.
- G. Nonbinding Agreement. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The Parties shall manage their respective resources and activities in a separate, coordinated and (where appropriate) mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the Parties to obligate or transfer anything of value. Specific, prospective Project activities that involve the transfer of funds, services, property, and/or anything of value to a Party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the Parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a Party, then the applicable criteria must be met. Additionally, under a prospective agreement, each Party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of

appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law. Nothing in this MOU is intended to alter, limit, or expand the statutory and regulatory authority of any agencies involved.

- H. Use of U.S. Forest Service Insignia. In order for any of the other Parties to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.
- I. Members of U.S. Congress. Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this MOU, or benefits that may arise therefrom, either directly or indirectly.
- J. Freedom of Information Act (FOIA). Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).
- K. Text Messaging While Driving. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All of the Parties, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- L. Termination. Any of the Parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- M. Debarment and Suspension. The other Parties shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should any of the other Parties or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- N. Modifications. Modifications within the scope of this MOU must be made by mutual consent of the Parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.
- O. Commencement/Expiration Date. This MOU is executed as of the date of the last signature and is effective through the fifth anniversary of such execution date, at which time it will expire unless extended by the Parties.
- P. Authorized Representatives. By signature below, each Party certifies that the individuals listed in this document as the representatives of that Party are authorized to act in their respective areas for matters related to this MOU.

In witness whereof, the Parties hereto have executed this MOU as of the last date written below.

DRAFT

Miriam Dines

To: Tim Beals
Subject: RE: North Yuba Forest Partnership MOU

From: Tim Beals
Sent: Wednesday, September 25, 2019 2:39 PM
To: Miriam Dines <mdines@sierracounty.ca.gov>
Subject: FW: North Yuba Forest Partnership MOU

From: David Edelson <dedelson@TNC.ORG>
Sent: Monday, August 19, 2019 8:28 AM
To: Tim Beals <tbeals@sierracounty.ca.gov>
Cc: Ilano, Eli -FS <eli.ilano@usda.gov>; Lon Henderson <awhenderson@fs.fed.us>; Angel Hertslet <angel.hertslet@TNC.ORG>
Subject: North Yuba Forest Partnership MOU

Hi Tim,

Thanks again for Sierra County's ideas regarding the North Yuba Forest Partnership and the MOU. As discussed, I presented your concerns for discussion at the NYFP meeting last week.

After the meeting I conferred with Eli and Lon and here are our thoughts in response to your email. We are proposing to make two specific changes to the MOU (see attached) and to continue the discussion with you and Sierra County with respect to several of your concerns on issues that we don't think need to be addressed in the MOU.

We would be happy to include Sierra County as a signatory to the MOU with these changes. Please send us a paragraph describing Sierra County's interests at your earliest convenience so we can secure signatures and finalize the document as soon as possible.

Please let me know if you would like to discuss further.

Thanks,

David

1. We can clarify that stakeholders include (but are not limited to) private landowners.
2. No change; it is up to Yuba Water Agency how they want to describe themselves.

3. We do not think American Power as a for-profit business is an appropriate MOU signatory but we welcome their engagement and support as an interested stakeholder and our outreach committee will reach out to them soon. It is not the intention of the project to give preference to any specific end user of biomass or logs, but if the project succeeds, it is likely to significantly benefit existing biomass and wood processing facilities, including American Power.
4. We propose to edit the language to say that the parties will consider the best available science “and other relevant information.”
5. Agreed that the MOU is not clear on how private lands will be addressed or how CEQA will be addressed, and agreed that these are important questions that will ultimately need to be addressed, but we don’t think these issues need to be resolved now in the MOU. We understand Sierra County’s perspective and the partners will continue discussion on both of these issues.
6. We understand Sierra County’s concerns, but the issue of county receipts and payments is outside the scope of the MOU and dependent on legislative actions that are also beyond the scope of the project. We are open to having continued discussion among the parties on this issue.

From: Tim Beals <tbeals@sierracounty.ca.gov>

Sent: Monday, July 29, 2019 2:55 PM

To: David Edelson <dedelson@TNC.ORG>

Cc: Campbell, Lynn@SNC <Lynn.Campbell@sierranevada.ca.gov>; Angel Hertslet <angel.hertslet@TNC.ORG>; BOS <BOS@sierracounty.ca.gov>; Heather Foster <hfoster@sierracounty.ca.gov>; David Prentice <david@plelawfirm.com>; Amanda Uhrhammer <amanda@plelawfirm.com>

Subject: RE: [North Yuba Forest Partnership] Communications Survey and Call for Agenda Items

David....the Board of Supervisors on Tuesday, July 23, 2019 approved in concept the language of the proposed or draft MOU with the following suggested edits:

- 1) Be sure that the word “stakeholders” used in the third paragraph on page one is not misinterpreted and it is clear that the term means private landowners actively engaging in projects and planning to reduce the threat of catastrophic wildfire on their respective lands separately or in conjunction with Forest Service projects and planning
- 2) On page two, YWA is commonly referred to as “Yuba County Water Agency”
- 3) Is it appropriate for American Power to have a paragraph inserted within the MOU where each group is providing a short description of its mission? They, as you know, purchased the SPI mill and biomass plant and we are very committed to serving this regionally critical facility with opportunities for fuel and biomass projects to serve the plant operational at Loyalton. It is the equivalent of the Camptonville Partnership (CCP) but is not a non-profit.
- 4) Bottom of page 3, Term “C” we suggest that the first sentence be worded as follows: “The parties **may** consider the best available science in developing and implementing a forest restoration plan ... The concern here is that we do not want to rule out other aspects of the development of a forest restoration plan by solely relying of “best available science”.
- 5) We do not see how the process will integrate private lands and private projects and in particular, how a “lead agency” will be determined for environmental review under CEQA. At minimum, this MOU should require the Forest Service and BLM (if involved) to not only address what is required under NEPA but take on where feasible and where authorized (this can be addressed at a project level but enabling language is needed) those aspects required under CEQA that NEPA does not require. This will allow a lead agency under CEQA the option to use Forest Service (federal) analyses and verbiage if it is found by the CEQA lead agency to be appropriate in a given case without having to seek and repeat the environmental review process if not combined as a CEQA/NEPA document for a project.
- 6) Finally, we want it made very clear that as we move towards additional language or begin looking at master stewardship or individual project agreements for projects on National Forest System Lands that the option remains at the discretion of the County’s involved with the Tahoe National Forest to avoid any negative fiscal impact to the traditional 25% gross receipts that return to the Counties and School Districts within the Tahoe National Forest. If the Secure Rural Schools funding is terminated in the future and the Counties (assuming the four within TNF are all participating in Secure Rural Schools) are forced to opt out of this “safety net” (set up in lieu of the

traditional forest receipts payments) any master or project specific agreement shall be designed and include language to prohibit diverting funding away from the 25% Forest Service payments that would otherwise be made available to the Counties within the Tahoe National Forest. The 25% Forest Service payment option should be the default program unless all Counties (Yuba, Placer, Nevada, Sierra) containing lands of the Tahoe National Forest agree to any other option. This should be a term in and of itself to recognize its importance to the fiscal well-being of the four Counties.

The paragraph for inclusion in the MOU describing "Sierra County" is in preparation and we will forward when it is complete. When is the best date that we need to shoot for to have that paragraph back to you?

Thank you and call if you have questions.

Tim Beals
Director

From: David Edelson <dedelson@TNC.ORG>

Sent: Saturday, July 27, 2019 9:49 AM

To: Paul Roen (sproen@aol.com) <sproen@aol.com>; Tim Beals <tbeals@sierracounty.ca.gov>

Subject: Fw: [North Yuba Forest Partnership] Communications Survey and Call for Agenda Items

Hi Paul and Tim, just checking on where things stand with Sierra County signing the North Yuba Forest Partnership MOU. We are close to finalizing and signing and hope that Sierra County can join.

Happy to discuss.

Thanks,

David

Miriam Dines

To: Tim Beals
Subject: RE: North Yuba Forest Partnership MOU

From: Tim Beals
Sent: Wednesday, September 25, 2019 2:39 PM
To: Miriam Dines <mdines@sierracounty.ca.gov>
Subject: FW: North Yuba Forest Partnership MOU

From: David Edelson <dedelson@TNC.ORG>
Sent: Monday, August 19, 2019 8:28 AM
To: Tim Beals <tbeals@sierracounty.ca.gov>
Cc: Ilano, Eli -FS <eli.ilano@usda.gov>; Lon Henderson <awhenderson@fs.fed.us>; Angel Hertslet <angel.hertslet@TNC.ORG>
Subject: North Yuba Forest Partnership MOU

Hi Tim,

Thanks again for Sierra County's ideas regarding the North Yuba Forest Partnership and the MOU. As discussed, I presented your concerns for discussion at the NYFP meeting last week.

After the meeting I conferred with Eli and Lon and here are our thoughts in response to your email. We are proposing to make two specific changes to the MOU (see attached) and to continue the discussion with you and Sierra County with respect to several of your concerns on issues that we don't think need to be addressed in the MOU.

We would be happy to include Sierra County as a signatory to the MOU with these changes. Please send us a paragraph describing Sierra County's interests at your earliest convenience so we can secure signatures and finalize the document as soon as possible.

Please let me know if you would like to discuss further.

Thanks,

David

1. We can clarify that stakeholders include (but are not limited to) private landowners.
2. No change; it is up to Yuba Water Agency how they want to describe themselves.

3. We do not think American Power as a for-profit business is an appropriate MOU signatory but we welcome their engagement and support as an interested stakeholder and our outreach committee will reach out to them soon. It is not the intention of the project to give preference to any specific end user of biomass or logs, but if the project succeeds, it is likely to significantly benefit existing biomass and wood processing facilities, including American Power.
4. We propose to edit the language to say that the parties will consider the best available science “and other relevant information.”
5. Agreed that the MOU is not clear on how private lands will be addressed or how CEQA will be addressed, and agreed that these are important questions that will ultimately need to be addressed, but we don’t think these issues need to be resolved now in the MOU. We understand Sierra County’s perspective and the partners will continue discussion on both of these issues.
6. We understand Sierra County’s concerns, but the issue of county receipts and payments is outside the scope of the MOU and dependent on legislative actions that are also beyond the scope of the project. We are open to having continued discussion among the parties on this issue.

From: Tim Beals <tbeals@sierracounty.ca.gov>

Sent: Monday, July 29, 2019 2:55 PM

To: David Edelson <dedelson@TNC.ORG>

Cc: Campbell, Lynn@SNC <Lynn.Campbell@sierranevada.ca.gov>; Angel Hertslet <angel.hertslet@TNC.ORG>; BOS <BOS@sierracounty.ca.gov>; Heather Foster <hfoster@sierracounty.ca.gov>; David Prentice <david@plelawfirm.com>; Amanda Uhrhammer <amanda@plelawfirm.com>

Subject: RE: [North Yuba Forest Partnership] Communications Survey and Call for Agenda Items

David....the Board of Supervisors on Tuesday, July 23, 2019 approved in concept the language of the proposed or draft MOU with the following suggested edits:

- 1) Be sure that the word “stakeholders” used in the third paragraph on page one is not misinterpreted and it is clear that the term means private landowners actively engaging in projects and planning to reduce the threat of catastrophic wildfire on their respective lands separately or in conjunction with Forest Service projects and planning
- 2) On page two, YWA is commonly referred to as “Yuba County Water Agency”
- 3) Is it appropriate for American Power to have a paragraph inserted within the MOU where each group is providing a short description of its mission? They, as you know, purchased the SPI mill and biomass plant and we are very committed to serving this regionally critical facility with opportunities for fuel and biomass projects to serve the plant operational at Loyalton. It is the equivalent of the Camptonville Partnership (CCP) but is not a non-profit.
- 4) Bottom of page 3, Term “C” we suggest that the first sentence be worded as follows: “The parties **may** consider the best available science in developing and implementing a forest restoration plan ... The concern here is that we do not want to rule out other aspects of the development of a forest restoration plan by solely relying of “best available science”.
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