

FS Agreement No. 15-MU-11052000-080
Cooperator Agreement No. _____

REGIONAL MEMORANDUM OF UNDERSTANDING
Between The
CALIFORNIA NATURAL RESOURCES AGENCY
And The
USDA, FOREST SERVICE
REGION 5
Sierra Nevada Watershed Improvement Program

This Memorandum of Understanding (MOU or Agreement) is entered into by and between the California Natural Resources Agency (CNRA) and the United States Department of Agriculture, Forest Service (USFS) (collectively referred to as "Parties" or "Participants"). This Agreement will become effective as of the latest date shown on the signatures page(s), which are attached to this Agreement and incorporated herein.

This MOU is intended to recognize the importance of the Sierra Nevada Region (Region), the challenges and opportunities faced in the Region and the need to work collaboratively to address the issues of the Region under the Sierra Nevada Watershed Improvement Program (WIP) and the California Headwaters Partnership (CHP).

Background: The Sierra Nevada Mountain Range is the source of more than 60 percent of the state's developed water supply. It provides all or part of the drinking water for 23 million people and is the primary source of fresh water flowing into the Sacramento-San Joaquin Delta. Snowpack in the Sierra's provide a natural form of water storage and Sierra forests play a role in ensuring water quality, yield, and reliability.

The area plays a crucial role in California's efforts to implement Assembly Bill (AB) 32, the California Global Warming Solutions Act of 2006. It is also a critical part of the Governor's goal for all natural and working lands to be net sinks of greenhouse gasses. The forests of the Sierra Nevada sequester and store massive amounts of carbon when healthy and resilient. Conversely, large intense wildfires can release significant amounts of greenhouse gases into the atmosphere.

The Sierra Nevada's provide a variety of other critical benefits. They provide crucial habitat to hundreds of species, including many that are listed as threatened and endangered. The Sierra's are home to world-class recreational opportunities enjoyed by millions of people from around the world and is a major producer of wood products and hydroelectric power.

There is scientific consensus the forests, streams, and meadows of many Sierra Nevada watersheds are in decline and the benefits they provide are at serious risk – a condition we must work to change. Decades of fire suppression, a changing climate, and a shortage of forest restoration efforts have led to unhealthy conditions in many Sierra forests. The result is an increase in larger, more damaging wildfires. Although wildfires can have



ecological benefits, current conditions in the Sierra are resulting in wildfires far too often do more damage than good.

Many Sierra meadows are significantly degraded, no longer performing their “sponge-like” function of storing water into the summer months. Crucial habitat and a number of listed or soon-to-be-listed species face a variety of challenges from extreme fire, poor aquatic habitat conditions, climate change, and land use conversion. Mercury, sediment, and other substances from abandoned mines travel downstream, impairing many of California’s reservoirs and accumulating in the Sacramento-San Joaquin Delta and the San Francisco Bay.

Because the Sierra Nevada’s provide environmental services of such value and benefit to the state of California, CNRA and USFS support of and engagement in the Watershed Improvement Program (WIP) and the Sierra portion of the California Headwaters Program (CHP) ensure that the Sierra Nevada Region is given consideration and included as an active participant in the development and implementation of state planning processes including, but not limited to:

- California Water Action Plan and its Implementation Plan
- Safeguarding California Climate Adaptation Plan and AB 32 Scoping Plan Updates
- Greenhouse Gas Reduction Fund Investment Plan Updates and Guidelines Development
- California Department of Fish and Wildlife’s Wildlife Action Plan
- California Department of Water Resources’ Water Plan
- California Department of Forestry and Fire Protection’s Fire Plan
- Forest and Rangelands Assessment
- Forest Carbon Plan (under development)

Title: The Sierra Nevada Watershed Improvement Program

PURPOSE: The purpose of this MOU is to document the cooperation between the parties in working on the Sierra Nevada Watershed Improvement Program (WIP) and the California Headwaters Partnership (CHP). Implementing this program in a strategic, integrated and collaborative manner will maximize the scale of and returns on investment made. It also will ensure that policy changes are made with a comprehensive understanding of needs and capacities.

- I. To achieve WIP and CHP objectives, an assessment of needed restoration, costs and impediments is needed at a watershed level throughout the Region This kind of



assessment will inform an action plan for the watershed. Together these efforts will further identify and refine the scope, scale and cost of ecological restoration of the entire Sierra Nevada Mountain Range in accordance with the following provisions.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The purpose of CNRA is to restore, protect and manage the state's natural, historical and cultural resources for current and future generations using creative approaches and solutions based on science, collaboration and respect for all the communities and interests involved. The purpose of the USFS is to sustain the health, diversity, and productivity of the Nation's forests and grasslands to meet the needs of present and future generations

The Sierra Nevada Watershed Improvement Program (WIP)

The Watershed Improvement Program (WIP) is a coordinated, integrated, collaborative program to restore the health of California's Sierra Nevada watershed through increased investment and needed policy changes. The WIP is closely aligned with the objectives of the multi-agency California Water Action Plan.

The WIP builds upon the broad consensus that more must be done to restore Sierra Nevada forests and watersheds. The pace and scale of science-based ecological restoration needs to dramatically increase in order to stem the tide of large, uncharacteristic wildfires and further degradation of these ecosystems. This restoration includes the thinning and management of forests through manual, mechanical, and prescribed fire treatments. This comprehensive effort is being organized and coordinated by the state's Sierra Nevada Conservancy (SNC) and the U.S. Forest Service, in close partnership with additional federal, state, and local agencies, and diverse stakeholders.

The key objectives of the Sierra Nevada Watershed Improvement Program and mutual benefits for both parties are:

- Identify and quantify the level of restoration activity needed to restore Sierra Nevada watersheds to a state of proper function and resilience, as well as the cost of implementing these activities.
- Increase state and federal investment in restoration activities, as well as securing investment from those who benefit from the Region, such as the urban, business and agricultural communities who receive water from the Region.
- Identify and address state, federal, and local policy issues that serve as impediments to increasing the pace and scale of restoration and improving the socio-economic well-being of Sierra communities.

California Headwaters Partnership (CHP) Resilient Lands and Waters Designation



The California Headwaters Partnership (CHP) is one of seven regions in the United States named as Resilient Lands and Waters as called for in the President's *Priority Agenda for Enhancing the Climate Resilience of America's Natural Resources*. Of the seven regions named, the CHP is the only region that has joint federal and state leads, namely the U.S. Forest Service and CNRA, respectively. Although the CHP designation encompasses all headwaters to the Sacramento and San Joaquin valleys, the majority of these lands are within the SNC territory. The process used to identify and quantify restoration needs for the WIP will be extended by the U.S. Forest Service to other parts of Region 5, outside SNC territory and the results of these combined efforts will inform the CHP.

The key mutual objectives and benefits of the Resilient Lands and Waters program and the parties are to:

- Identify and map, by October 2016, initial priority areas for conservation, restoration, or other investments
- Build resilience in vulnerable regions, enhance carbon storage capacity, and support management needs.
- Follow upon those efforts by developing landscape-scale resilience strategies to assist in advance planning and management activities.

Identifying such priority areas such as wildfire management, mitigation investments, restoration efforts, water and air quality, carbon storage, and community resilience will mutually benefit CNRA and the U.S. Forest Service .

In consideration of the above premises, the parties agree as follows:

III. CNRA SHALL:

- A. Designate and support the Sierra Nevada Conservancy (SNC) as the State lead on the WP.
- B. Coordinate the active participation by other departments within the CNRA, and the State Agencies in support of the WIP and the CHP.
- C. Communicate the need for, and importance of, the WIP and the CHP and the issues associated with to partners, the legislature and members of the Administration.
- D. Participate as an active member of a steering/decision-making committee.
- E. Provide assistance and support, as appropriate and in coordination with the SNC , on the following matters affecting the success of the WIP and the CHP:
 - a. State and Federal policy issues.
 - b. State and Federal funding an investment.
 - c. Communications and outreach.
 - d. Scientific research and analysis.

**IV. THE U.S. FOREST SERVICE SHALL:**

- A. Provide the leadership, resources and direction necessary for successful implementation of the WIP and the CHP.
- B. Communicate the need for and importance of the WIP and the CHP to the public and partners.
- C. Actively solicit and coordinate the support of other Federal agencies to support the WIP and CHP objectives.
- D. Provide staff to co-lead working groups related to Policy, Funding, Implementation/Watershed Analysis, Communications, and Science.
- E. Support and assist individual National Forest in the Sierra Nevada with active participation in the WIP and CHP

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

- A. Implementing this program in a strategic, integrated and collaborative manner will maximize the scale of and returns on investment made. It also will ensure that policy changes are made with a comprehensive understanding of needs and capacities.
- B. To achieve WIP and CHP objectives, an assessment of needed restoration, costs and impediments is needed at a watershed level throughout the Region. This kind of assessment will inform an action plan for the watershed. Together these efforts will further identify and refine the scope, scale and cost of ecological restoration of the entire Region.
- C. CNRA and the USFS agree that it is in the primary interest and benefit of the state of California and the federal government to develop this arrangement to ensure that the Region will be managed in the long term to maintain beneficial public values. Therefore, we are organizing a multi-state/federal/local agency effort to work with Regional stakeholders, as well as those outside the Region who are impacted by the watershed's resilience, to develop and implement the WIP.
- D. CNRA and the USFS agree to formally partner to better understand and address the issues in the Region under the WIP and CHP.
- E. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.



Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Jim Branham, SNC Address: 11521 Blocker Drive Ste. 205 City, State, Zip: Auburn, CA 95603 Telephone: 530-823-4670 FAX: 530-823-4665 Email: Jim.Branham@sierranevada.ca.gov	Name: Amy Lussier, SNC Address: 11521 Blocker Drive Ste. 205 City, State, Zip: Auburn, CA 95603 Telephone: 530-823-4670 FAX: 530-823-4665 Email: Amy.Lussier@sierranevada.ca.gov

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Genny Wilson Address: 650 Capitol Mall Suite 8-200 City, State, Zip: Sacramento, CA 95814 Telephone: 916-491-2834 FAX: 916-498-6675 Email: gewilson@fs.fed.us	Name: Constance Zipperer Address: 1323 Club Drive City, State, Zip: Vallejo, CA 94592 Telephone: 707-562-9120 FAX: Email: czipperer@fs.fed.us

F. **ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE ENTITIES.** This agreement 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 agreement CNRA 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 the agreement, unless a suspending and debaring official of the United States Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If CNRA fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds CNRA has expended in violation of sections 433 and 434.

G. **NOTICES.** Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or CNRA is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:



To the U.S. Forest Service Program Manager, at the address specified in the MOU.

To CNRA Program Manager, at CNRA's address shown in the MOU or such other address designated within the MOU.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- H. **PARTICIPATION IN SIMILAR ACTIVITIES.** This MOU in no way restricts the U.S. Forest Service or CNRA from participating in similar activities with other public or private agencies, organizations, and individuals.
- I. **ENDORSEMENT.** Any of CNRA's contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of CNRA's products and does not by direct reference or implication convey the cooperator's endorsement of the FS products or activities".
- J. **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 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 projects or 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 agencies' statutory and regulatory authority.

The Participants acknowledge that this Memorandum of Understanding is only intended to provide for cooperation between the Parties in support of the Sierra Nevada Watershed Improvement Program and the California Headwaters Partnership. The Memorandum of Understanding does not create any legally



binding rights or obligations. To the extent that any other provision of this Memorandum of Understanding is inconsistent with this paragraph, this paragraph shall prevail.

The Participants commit themselves in good faith to implement this Memorandum of Understanding to the fullest extent possible, subject to any changes in policy that they may adopt. This agreement is to remain into effect until modification by the parties in writing; it is negotiable at the option of any one of the parties.

- K. USE OF U.S. FOREST SERVICE INSIGNIA. In order for CNRA 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.
- L. 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 agreement, or benefits that may arise therefrom, either directly or indirectly.
- M. 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).
- N. 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 cooperators, 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.
- O. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. CNRA shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.
- P. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. CNRA shall include the following statement, in



full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

- Q. **TERMINATION.** Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- R. **DEBARMENT AND SUSPENSION.** CNRA 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 CNRA 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.
- S. **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.
- T. **COMMENCEMENT/EXPIRATION DATE.** This MOU is executed as of the date of the last signature and is effective through **August 31, 2020** at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.
- U. **AUTHORIZED REPRESENTATIVES.** By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties 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.

John Laird

JOHN LAIRD, Secretary
California Natural Resources Agency

08/28/15
Date

Randy Moore
RANDY MOORE, Regional Forester
U.S. Forest Service, Region 5

8/31/15
Date

The authority and format of this agreement have been reviewed and approved for signature.

Constance Zipperer
CONSTANCE ZIPPERER
U.S. Forest Service Grants Management Specialist

24 August 2015
Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.