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## Appendix B - Full Application Checklist

SNC Reference#: 875

Project Name: Targeted Fuel Reduction in the Tahoe National Forest

Applicant: South Yuba River Citizens League

Please mark each box if item is included in the application. Please consult with SNC staff prior to submission if you have any questions about the applicability to your project of any items on the checklist. All applications must include a CD including an electronic file of each checklist item, if applicable. The naming convention for each electronic file is listed after each item on the checklist. (Electronic File Name = EFN: "naming convention". file extension choices)

Submission requirements for all Category One and Category Two Grant Applications

1.  Completed Application Checklist (EFN: Checklist.doc,.docx,.or .pdf)
2.  Table of Contents (EFN: TOC.doc,.docx, or .pdf)
3.  Full Application Project Information Form (EFN: SIform.doc, .docx, or .pdf)
4.  CCC/Local Conservation Corps Document (EFN: CCC.pdf)
5.  Authorization to Apply or Resolution (EFN: authorization.doc, .docx, or .pdf)
6.  Narrative Descriptions (EFN: Narrative.doc or .docx)
  - a.  Detailed Project Description (5,000 character maximum for section 6a only)  
Project Description including Goals/Results, Scope of Work, Location, Purpose, etc.
  - b.  Workplan and Schedule
  - c.  Restrictions, Technical/Environmental Documents and Agreements
    - Restrictions / Agreements (EFN: RestAgree.pdf)
    - Regulatory Requirements / Permits (EFN: RegPermit.pdf)
  - d.  Organizational Capacity
  - e.  Cooperation and Community Support
    - Letters of Support (EFN: LOS.pdf)
  - f.  Tribal Consultation Narrative (EFN: tribal.doc, docx)
  - g.  Long Term Management and Sustainability
    - Long-Term Management Plan (EFN: LTMP.pdf)
  - h.  Performance Measures
7. Budget documents
  - a.  Detailed Budget Form (EFN: Budget.xls, .xlsx)
8. Supplementary Documents
  - a. Environmental Documentation
    - California Environmental Quality Act (CEQA) documentation (EFN: CEQA.pdf)
    - National Environmental Policy Act (NEPA) documentation (EFN: NEPA.pdf)
  - b. Maps and Photos
    - Project Location Map (EFN: LocMap.pdf)
    - Parcel Map showing County Assessor's Parcel Number(s) (EFN: ParcelMap.pdf)

- Topographic Map (EFN: *Topo.pdf*)
- Photos of the Project Site (10 maximum) (EFN: *Photo.jpg, .gif*)
- c. Additional submission requirements for Fee Title Acquisition applications only
  - Acquisition Schedule (EFN: *acqSched.doc, .docx or .pdf*)
  - Willing Seller Letter (EFN: *WillSell.pdf*)
  - Real Estate Appraisal (EFN: *Appraisal.pdf*)
- d. Additional submission requirements for Site Improvement / Restoration Project applications only
  - Land Tenure Documents (EFN: *Tenure.pdf*)
  - Site Plan (EFN: *SitePlan.pdf*)
  - Leases or Agreements (EFN: *LeaseAgmnt.pdf*)

I certify that the information contained in the Application, including required attachments, is accurate, and that I have been authorized to apply for this grant.

Signed *(Authorized Representative)*

2/29/2016

Date

Caleb Dardick, Executive Director

Name and Title (print or type)

<b>SIERRA NEVADA CONSERVATION</b>										
<b>PROPOSITION 1 – Watershed Improvement Program Project Information Form</b>										
<b>SNC REFERENCE #</b> 875										
<b>PROJECT NAME</b> Targeted Fuel Reduction in the Tahoe National Forest										
<b>APPLICANT NAME</b> <i>(Legal name, address, and zip code)</i> South Yuba River Citizens League 313 Railroad Ave. Suite 101 Nevada City, CA 95959										
<b>AMOUNT OF GRANT REQUEST</b> \$367,500										
<b>TOTAL PROJECT COST</b> \$628,020										
<b>PROJECT LOCATION</b> <i>(County with approx. lat/long, center of project area)</i> Nevada County, Placer County Lat/Long of center of Project										
<b>SENATE DISTRICT NUMBER</b> 1	<b>ASSEMBLY DISTRICT NUMBER</b> 1									
<b>PERSON WITH MANAGEMENT RESPONSIBILITY FOR GRANT CONTRACT</b>										
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;"><i>Name and title</i></td> <td style="width: 25%;"><i>Phone</i></td> <td style="width: 25%;"><i>Email Address</i></td> </tr> <tr> <td><input type="checkbox"/> Mr. Rachel Hutchinson, River S</td> <td>530-265-5961 x 205</td> <td>rachel@syrcl.org</td> </tr> <tr> <td><input checked="" type="checkbox"/> Ms.</td> <td></td> <td></td> </tr> </table>		<i>Name and title</i>	<i>Phone</i>	<i>Email Address</i>	<input type="checkbox"/> Mr. Rachel Hutchinson, River S	530-265-5961 x 205	rachel@syrcl.org	<input checked="" type="checkbox"/> Ms.		
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<input type="checkbox"/> Mr. Rachel Hutchinson, River S	530-265-5961 x 205	rachel@syrcl.org								
<input checked="" type="checkbox"/> Ms.										
<b>TRIBAL CONTACT(S) INFORMATION</b>										
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;"><i>Name:</i> Shelly Covert</td> <td style="width: 30%;"><i>Phone Number:</i> (530) 570-0846</td> </tr> <tr> <td colspan="2"><i>Email address:</i> nevadacityrancheria@live.com</td> </tr> </table>		<i>Name:</i> Shelly Covert	<i>Phone Number:</i> (530) 570-0846	<i>Email address:</i> nevadacityrancheria@live.com						
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<i>Email address:</i> nevadacityrancheria@live.com										
<b>COUNTY ADMINISTRATOR OR PLANNING DIRECTOR CONTACT INFORMATION</b>										
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;"><i>Name:</i> Brian Foss</td> <td style="width: 30%;"><i>Phone Number:</i> 530-265-1222</td> </tr> <tr> <td colspan="2"><i>Email address:</i> planning@co.nevada.ca.us</td> </tr> </table>		<i>Name:</i> Brian Foss	<i>Phone Number:</i> 530-265-1222	<i>Email address:</i> planning@co.nevada.ca.us						
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<i>Email address:</i> planning@co.nevada.ca.us										
<b>NEAREST PUBLIC WATER AGENCY CONTACT INFORMATION</b>										
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;"><i>Name:</i> Neysa King</td> <td style="width: 30%;"><i>Phone Number:</i> 530-273-6185</td> </tr> <tr> <td colspan="2"><i>Email address:</i> kingn@nidwater.com</td> </tr> </table>		<i>Name:</i> Neysa King	<i>Phone Number:</i> 530-273-6185	<i>Email address:</i> kingn@nidwater.com						
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<i>Email address:</i> kingn@nidwater.com										

**Please identify the appropriate project category below, and provide the associated details (Choose One)**

Category One Site Improvement

Category Two Pre-Project Activities

Category One Acquisition

**Site Improvement/ Acquisition Project Area (for Category One Projects Only)**

Total Acres: 120

SNC Portion (if different): 80

**Acquisition Projects Only For Acquisitions Only**

Appraisal Included

**Select one deliverable (for Category Two Projects Only)**

Permit

CEQA/NEPA Compliance

Appraisal

Condition Assessment

Biological Survey

Environmental Site Assessment

Plan

## Rachel Hutchinson

---

**From:** Prop 1@CCC <Prop1@CCC.CA.GOV>  
**Sent:** Wednesday, February 24, 2016 2:47 PM  
**To:** Rachel Hutchinson; Prop 1@CCC; inquiry@prop1communitycorps.org  
**Subject:** RE: SNC Watershed Improvement Program Consult for SYRCL

Hello Rachel.

Carrie Monroe, the Conservation Supervisor at our CCC Placer location has responded to the partnership for your project: Targeted Fuel Reduction in the Tahoe National Forest. CCC can assist with this project.

Please include this email with your project application as proof that you reached out to the CCC. Feel free to contact Carrie Monroe at [Carrie.Monroe@ccc.ca.gov](mailto:Carrie.Monroe@ccc.ca.gov) directly if you have project-specific questions and when your project receives funding.

Thanks,

Nick Martinez  
Region II Analyst  
California Conservation Corps  
Office (916) 341-3157  
[Nicholas.Martinez@ccc.ca.gov](mailto:Nicholas.Martinez@ccc.ca.gov)



---

**From:** Rachel Hutchinson [mailto:rachel@syrcl.org]  
**Sent:** Friday, February 19, 2016 10:31 AM  
**To:** Prop 1@CCC <Prop1@CCC.CA.GOV>; inquiry@prop1communitycorps.org  
**Subject:** SNC Watershed Improvement Program Consult for SYRCL

Dear California Conservation Corps and California Association of Local Conservation Corps,

We would like to request a consultation for our project "Targeted Fuel Reduction in the Tahoe National Forest" that will be submitted by SYRCL (The South Yuba River Citizens League) in partnership with the Tahoe National Forest. Below is a brief project description, workplan and schedule.

**Project Title:** Targeted Fuel Reduction in the Tahoe National Forest  
**Geographic Scope:** American and Yuba Ranger Districts within the Tahoe National Forest  
**Grant Request Amount:** \$327,900

**Brief Project Description:**

The Targeted Fuel Reduction in the Tahoe National Forest Project will prioritize and eradicate occurrences of invasive nonnative plants that alter the fire regime of the forest ecosystem to reduce fire risk and intensity and improve forest health on the Yuba and American Ranger Districts of the Tahoe National Forest. This project will tackle two primary goals: (1) begin or continue eradication efforts on known infestations and (2) locate and begin eradication efforts on new infestations before they become threats. This project targets flashy and ladder fuels, or invasive species that progress the rate of ignition and the horizontal and vertical spread of wildfire in the Tahoe National Forest, which will result in increasing the climatic resilience of the forest and will promote ecosystem-wide forest health improvements. All

weed treatment sites are considered outliers—small patches of weeds that are in areas considered generally weed free. All sites are considered small enough to treat using hand removal. The purpose of the project is to manually treat non-native invasive plant occurrences (weeds) to keep them from expanding within forest areas and/or into adjacent forest and reducing the health of the forest.

### **Brief Workplan and Schedule:**

This project includes two essential strategies to treat invasive nonnative plants

1. Treat known infestations.
2. Survey and eradicate new infestations (Early Detection/Rapid Response).

This project will target a subset of the invasive species, known and suspected to occur, on the Yuba and American Ranger Districts on the Tahoe National Forest. The species included have characteristics that result in them functioning to alter fire behavior patterns in the native ecosystems. The following are the categories with specie specific examples that we are considering for treatment:

1. Flashy fuels: annual grasses (*Bromus tectorum*, *Elymus caput-medusae*, *Aegilops triuncialis*, etc.), early curing annuals/biennials (*Carduus pycnocephalus*, *Centaurea solstitialis*, *C. melitensis*), and species with high thatch/fine fuel production (all of the above and *Pennisetum clandestinum*, *Sorghum halepense*, *Salsola* spp., *Ulex europaeus*).
2. Increased rate/extent of spread of fire: annual grasses (especially *Bromus tectorum*)
3. Increased flame lengths: brooms (*Cytisus scoparius*, *Genista monspessulana*, *Spartium junceum*)

Infestations to be treated in this project:

This project aims to focus on locating and controlling infestations that are poised to turn into larger problems on National Forest lands. The sites that will be treated include consideration of the following criteria:

1. Occur in areas that are otherwise relatively uninfested;
2. Occur in areas that have other high valued habitat (e.g. threatened and endangered plant occurrences, protected activity centers (PACs) for rare birds, health forest systems, etc.);
3. Infestations that have been a part of ongoing treatments;
4. Infestations that are isolated and have the potential for eradication within the term of the grant funding period;
5. Infestations that are generally less than one acre in size (consolidated infestation amount, for example there are 5 acres of cheat grass at 5% cover, the actual total acreage is 0.1 acres).

### **Schedule:**

- Fiscal Year 2016 (ends September 30, 2016): Priority broom treatments (40 acres); annual specialist review.
- Fiscal Year 2017-2021:
  - o Winter/Spring: Priority broom treatments (40 acres); annual specialist review.
  - o Spring/Summer: Other priority treatments (40 acres); Early Detection/Rapid Response Surveys and treatments.

We look forward to hearing from you soon with information determining whether you

Rachel A. Hutchinson  
*River Science Director*  
[rachel@syrcl.org](mailto:rachel@syrcl.org)  
530.265.5961 ext. 205  
[Yubariver.org](http://Yubariver.org)

**Rachel Hutchinson**

---

**From:** Prop1 Community Corps <inquiry@prop1communitycorps.org>  
**Sent:** Friday, February 19, 2016 1:13 PM  
**To:** Rachel Hutchinson  
**Cc:** Prop1@ccc.ca.gov  
**Subject:** Re: SNC Watershed Improvement Program Consult for SYRCL

Hello Rachel,

Baldeo of the Sacramento Regional Conservation Corps has responded that they are able to assist with the Targeted Fuel Reduction in the Tahoe National Forest project if it receives funding. Please include this email with your application as proof that you reached out to the Local Conservation Corps.

Additionally, please feel free to contact Baldeo Singh ([bsingh@saccorps.org](mailto:bsingh@saccorps.org)) directly if your project receives funding.

Thank you,

Dominique

**California Association of Local Conservation Corps**

**Proposition 1 – Water Bond**

**Consultation Review Document**

Applicant has submitted the required information by email to the Local Conservation Corps (CALCC):

✓Yes (applicant has submitted all necessary information to CALCC)

After consulting with the project applicant, the CALCC has determined the following:

✓It is feasible for CALCC to be used on the project (deemed compliant)

APPLICANT WILL INCLUDE THIS DOCUMENT AS PART OF THE PROJECT APPLICATION.

On Fri, Feb 19, 2016 at 10:30 AM, Rachel Hutchinson <[rachel@syrccl.org](mailto:rachel@syrccl.org)> wrote:

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We look forward to hearing from you soon with information determining whether you

Rachel A. Hutchinson

*River Science Director*

[rachel@svrcl.org](mailto:rachel@svrcl.org)

[530.265.5961 ext. 205](tel:530.265.5961)

*Yubariver.org*



February 25, 2016

Sierra Nevada Conservancy  
11521 Blocker Dr Ste, 205  
Auburn, CA 95603

Dear Grant Review Committee,

The South Yuba River Citizens League (SYRCL) is authorized to submit an application to the Sierra Nevada Conservancy through the Watershed Improvement Plan grant application process.

Sincerely,

Caleb Dardick  
Executive Director

Delegated authority is outlined in the bylaws (PE)



**BYLAWS**  
**of the**  
**SOUTH YUBA RIVER CITIZENS LEAGUE**  
*(as Amended March 26, 2015)*

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## BYLAWS of the SOUTH YUBA RIVER CITIZENS LEAGUE

### ARTICLE I. PRINCIPAL OFFICE

The principal office of this corporation shall be located in Nevada County, California.

### ARTICLE II. MEMBERSHIP

#### Section 1. Voting Members.

This corporation shall have no voting members.

#### Section 2. Non-voting Members.

The corporation shall have three classes of non-voting members: Business Members, Individual Members and Honorary Members. No membership, nor any right of membership, shall be transferred. All membership rights cease on the member's death or dissolution.

#### Section 3. Business Members.

Business Members shall be designated by the Board of Directors on an annual basis based on their contributions of services or of money at such defined levels as the Board may determine from time to time.

#### Section 4. Individual Members.

Individual Members shall be designated by the Board of Directors on an annual basis based on their payment of dues in amounts set by the Board from time to time.

#### Section 5. Honorary Members.

Honorary Members shall be designated by the Board of Directors on recommendation of the Executive Director.

#### Section 6. Termination of membership.

A membership shall terminate on occurrence of any of the following events: resignation, expiration of term, failure to pay dues, fees, or assessments, failure to satisfy membership qualifications or for cause as set forth in Section 7.

#### Section 7. Termination for cause.

A membership may be terminated by the Board of Directors or its designee based on the good faith determination that the member has failed in a material and serious degree to observe the corporation's rules of conduct or has engaged in conduct materially and seriously prejudicial to SYRCL.

### ARTICLE III. BOARD OF DIRECTORS

#### Section 1. Powers.

This corporation shall have powers to the full extent allowed by law. The powers of the corporation shall be exercised to promote the education and scientific awareness of the general public for the protection, preservation and restoration of the unique values of the Yuba River and its ecosystem. All powers and activities of this corporation shall be exercised and managed by the Board of Directors of this corporation directly or, if delegated, under the ultimate direction of the Board. The Directors shall solely have and exercise all rights afforded members under Corporations Code sections 5056, 5132-5310.

#### Section 2. Number of Directors.

The number of directors shall be not less than seven nor more than fifteen, with the exact authorized number of directors to be fixed from time to time by resolution of the Board of Directors. At all times, a majority of the Board shall be individuals who reside in the Yuba Watershed.

#### Section 3. Limitations on Interested Persons.

At all times, not more than 49% of the directors of this corporation may be interested persons. An interested person means either:

- a. any person currently being compensated by this corporation for services rendered to it within the previous twelve months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a director in his or her capacity as director, as further described and limited in Section 16; or
- b. any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of any such person.

#### Section 4. Election and Term of Office of Directors.

The directors then in office shall elect their successors. Elections may take place at any duly called and noticed Board meeting. Unless otherwise stated in the resolution electing the director, each director shall be elected for a term of two years, and shall hold office until his or her successor has taken office. Directors' terms shall be staggered such that approximately one-half of the total authorized number of directors shall be elected in each year.

#### Section 5. Vacancies.

A vacancy shall be deemed to exist on the Board in the event that the actual number of directors is less than the authorized number for any reason. Vacancies may be filled by a vote of the remaining directors for the unexpired portion of the term.

#### Section 6. Resignation and Removal.

Resignations shall be effective upon receipt in writing by the President, the Secretary, or the Board of Directors of this corporation, unless a later effective date is specified in the resignation. A majority of the directors then in office may remove any director at any time, with or without cause. Cause shall be defined by Section 5221 of the California Nonprofit Public Benefit Corporation Law and shall also include missing three properly noticed board meetings within any twelve month period. Notwithstanding Section 9 below, notice of meetings where a director's removal is to be voted on, shall indicate that the board will be voting on a director's removal and shall be given to each director at least seven days before any such meeting.

Section 7. Annual Meeting.

A meeting of the Board of Directors shall be held at least once a year. Annual meetings shall be called by the President or any two directors, and noticed in accordance with Section 9. At the Annual Meeting the Directors shall: (1) Elect officers for the coming year; (2) Appoint committees and committee members; (3) Ratify actions of officers and committees in the prior year, if necessary; (4) Review the corporation's financial status and statements; (5) Review reports required by governmental entities; (6) Authorize audit if necessary; (7) Conduct any other necessary business.

Section 8. Regular and Special Meetings.

Regular and Special meetings of the Board of Directors may be called by any officer or any two directors, and noticed in accordance with Section 9. In addition to the Annual Meeting, at least 4 Regular Meetings will be held each year. Special Meetings may be held at the Board's discretion.

Section 9. Notice.

Notice of the annual meeting and any special meetings of the Board of Directors shall state the date, place, and time of the meeting and shall be given to each director at least five days before any such meeting if given by first-class mail or three days before any such meeting if given personally or by telephone, including a voice messaging system, or by other electronic transmission such as e-mail, in compliance with Article VIII, Section 5 of these Bylaws. Meetings where a director's removal shall be voted on, shall be noticed in accordance with Section 6 above.

Section 10. Waiver of Notice.

The transactions of any meeting of the Board of Directors, however called and noticed and wherever held, shall be valid as though taken at a meeting duly held after proper call and notice, if a quorum is present, and if, either before or after the meeting, each of the directors not present provides a waiver of notice, a consent to holding the meeting, or an approval of the minutes in writing. The waiver of notice or consent need not specify the purpose of the meeting. All waivers, consents and approvals shall be filed with the corporate records or made a part of the minutes of the meeting. Notice of a meeting shall also be deemed given to any director who attends the meeting without protesting the lack of adequate notice before the meeting or at its commencement.

Section 11. Quorum.

A majority of the total number of directors then in office shall constitute a quorum, provided that in no event shall the required quorum be less than one-fifth of the authorized number of directors or two directors, whichever is larger. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, except as otherwise provided in Article III, Sections 5 (filling board vacancies), 6 (removing directors) and 12 (taking action without a meeting); Article IV, Section 1 (appointing Board Committees); Article V, Section 3 (removing officers); Article VI, Section 3 (approving self-dealing transactions); Article VII, Section 2 (approving indemnification); and Article VIII, Section 6 (amending Bylaws), of these Bylaws or in the California Nonprofit Public Benefit Corporation Law. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for such meeting.

Section 12. Action Without a Meeting.

Any action required or permitted to be taken by the Board may be taken without a meeting if all members of the Board shall individually or collectively consent to such action in writing. Such written consents shall be filed with the minutes of the proceedings of the Board, and shall have the same force and effect as the unanimous vote of such directors

Section 13. Telephone and Electronic Meetings.

Directors may participate in a meeting through use of conference telephone, electronic video screen communication, or other electronic transmission in compliance with Article IX, Section 5 of these Bylaws so long as all of the following apply:

- (a) each director participating in the meeting can communicate with all of the other directors concurrently, and
- (b) each director is provided with the means of participating in all matters before the Board, including the capacity to propose, or to interpose an objection to, a specific action to be taken by the corporation.

Section 14. Standard of Care.

a. General.

A director shall perform the duties of a director, including duties as a member of any Board Committee on which the director may serve, in good faith, in a manner such director believes to be in the best interest of this corporation and with such care, including reasonable inquiry, as an ordinarily prudent person in a like situation would use under similar circumstances. In performing the duties of a director, a director shall be entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, in each case prepared or presented by:

- (i) one or more officers or employees of this corporation whom the director believes to be reliable and competent as to the matters presented;
- (ii) counsel, independent accountants, or other persons as to matters which the director believes to be within such person's professional or expert competence; or
- (iii) a Board Committee upon which the director does not serve, as to matters within its designated authority, provided that the director believes such Committee merits confidence;

so long as in any such case, the director acts in good faith after reasonable inquiry when the need therefore is indicated by the circumstances and without knowledge that would cause such reliance to be unwarranted.

Except as provided in Article VI below, a person who performs the duties of a director in accordance with this Section shall have no liability based upon any failure or alleged failure to discharge that person's obligations as a director, including, without limiting the generality of the foregoing, any actions or omissions which exceed or defeat a public or charitable purpose to which a corporation, or assets held by it, are dedicated.

b. Investments. Except with respect to assets held for use or used directly in carrying out this corporation's public or charitable activities, in investing, reinvesting, purchasing or acquiring, exchanging, selling, and managing this corporation's investments, the Board shall avoid speculation, looking instead to the permanent disposition of the funds, considering the probable income as well as the probable safety of this corporation's capital. No investment violates this section where it conforms to provisions authorizing such investment contained in an instrument or agreement pursuant to which the assets were contributed to this corporation.

#### Section 15. Inspection.

Every director shall have the absolute right at any reasonable time to inspect and copy all books, records, and documents, and to inspect the physical properties of this corporation.

#### Section 16. Director Compensation.

The Board of Directors shall serve without compensation for their services as directors. The Board may authorize the advance or reimbursement to a director of actual reasonable expenses incurred in carrying out his or her duties as a director, such as for attending meetings of the Board and Board Committees.

#### Section 17. Executive Compensation Review.

The Board of Directors (or a Board Committee) shall review any compensation packages (including all benefits) of the President or the chief executive officer and the Treasurer or chief financial officer, regardless of job title, and shall approve such compensation only after determining that the compensation is just and reasonable. This review and approval shall occur

when such officer is hired, when the term of employment of such officer is renewed or extended, and when the compensation of such officer is modified, unless the modification applies to substantially all of the employees of this corporation.

#### **ARTICLE IV. COMMITTEES**

##### **Section 1. Board Committees.**

The Board of Directors may, by resolution adopted by a majority of the directors then in office, create any number of Board Committees, each consisting of two or more directors, and only of directors, to serve at the pleasure of the Board. Appointments to any Board Committee shall be by a majority vote of the directors then in office. Board Committees may be given all the authority of the Board, except for the powers to:

- a. set the number of directors within a range specified in these Bylaws;
- b. elect directors or remove directors without cause;
- c. fill vacancies on the Board of Directors or on any Board Committee;
- d. fix compensation of directors for serving on the Board or any Board Committee;
- e. amend or repeal these Bylaws or adopt new Bylaws;
- f. adopt amendments to the Articles of Incorporation of this corporation;
- g. amend or repeal any resolution of the Board of Directors which by its express terms is not so amendable or repealable;
- h. create any other Board Committees or appoint the members of any Board Committees; or
- i. approve any merger, reorganization, voluntary dissolution, or disposition of substantially all of the assets of this corporation.

##### **Section 2. Advisory Committees.**

The Board of Directors may establish one or more Advisory Committees to the Board. The members of any Advisory Committee may consist of directors or non-directors and may be appointed as the Board determines. Advisory committees may not exercise the authority of the Board to make decisions on behalf of this corporation, but shall be restricted to making recommendations to the Board or Board Committees, and implementing Board or Board Committee decisions and policies under the supervision and control of the Board or Board Committee.

##### **Section 3. Audit Committee.**

For any tax year in which this corporation has gross revenues of \$2 million or more, this corporation shall have an Audit Committee whose members shall be appointed by the Board of Directors, and who may include both directors and non-directors, subject to the following limitations: (a) a majority of the members of the Audit Committee may not consist of members of the Finance Committee, if any; (b) the chair of the Audit Committee may not be a member of the Finance Committee, if any; (c) the Audit Committee may not include any member of the staff or the President or Treasurer; (d) the Audit Committee may not include any person who has a material financial interest in any entity doing business with this corporation; and (e) Audit Committee members who are not directors may not receive compensation greater than the compensation paid to directors for their Board service.

If the Audit Committee is composed and appointed as required by Section 1 above (concerning Board Committees), it shall be deemed a Board Committee on which the other directors are entitled to rely as provided in Article III, Section 14 of these Bylaws; otherwise, the Board of Directors shall remain responsible for oversight and supervision of the Audit Committee as an Advisory Committee.

The Audit Committee shall: (1) recommend to the Board of Directors the retention and, when appropriate, the termination of an independent certified public accountant to serve as auditor, (2) negotiate the compensation of the auditor on behalf of the Board, (3) confer with the auditor to satisfy the Audit Committee members that the financial affairs of this corporation are in order, (4) review and determine whether to accept the audit, and (5) approve performance of any non-audit services provided to this corporation by the auditor's firm.

#### Section 4. Meetings.

##### a. Of Board Committees.

Meetings and actions of Board Committees shall be governed by and held and taken in accordance with the provisions of Article III of these Bylaws concerning meetings and actions of the Board of Directors, with such changes in the content of those Bylaws as are necessary to substitute the Board Committee and its members for the Board of Directors and its members. Minutes shall be kept of each meeting of any Board Committee and shall be filed with the corporate records.

##### b. Of Advisory Committees.

Subject to the authority of the Board of Directors, Advisory Committees may determine their own meeting rules and whether minutes shall be kept. The Board of Directors may adopt rules for the governance of any Board or Advisory Committee not inconsistent with the provisions of these Bylaws.

#### Section 5. Executive Committee

Pursuant to Section 1, the Board may appoint an Executive Committee consisting of the officers and such other Board members as needed from time to time, the total number of which shall be less than a quorum of the full Board. The Executive Committee, unless otherwise limited by the

Board, shall have and may exercise all the authority of Board in the management of the affairs of the corporation between meetings of the Board. The Executive Committee shall not have the authority to fundamentally alter the nature and purpose of the corporation as set forth in Corporations Code section 5212. All actions of the Executive Committee shall be reported to and ratified by the full Board at the next duly scheduled Board meeting. The Executive Committee shall exist and serve at the pleasure of the Board.

## **ARTICLE V. OFFICERS**

### Section 1. Officers.

The officers of this corporation shall be a President, a Vice President, a Secretary, and a Treasurer. The corporation may also have, at the discretion of the directors, such other officers as may be appointed by the Board of Directors. Any number of offices may be held by the same person, except that neither the Secretary nor the Treasurer may serve concurrently as the President. The President and any Vice-Presidents that may be elected shall be elected from among the directors of the corporation.

### Section 2. Election and Term of Office of Officers.

The officers of this corporation shall be elected annually by the Board of Directors, and each shall serve at the pleasure of the Board, subject to the rights, if any, of an officer under any contract of employment. The President shall not be elected to serve more than two full consecutive one-year terms. The Secretary and Treasurer shall not be elected to serve more than four full consecutive one-year terms.

### Section 3. Removal.

Subject to the rights, if any, of an officer under any contract of employment, any officer may be removed, with or without cause, by a vote of two-thirds of the directors then in office.

### Section 4. Resignation.

Any officer may resign at any time by giving written notice to this corporation. Any resignation shall take effect on receipt of that notice by any other officer than the person resigning or at any later time specified by that notice and, unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of this corporation under any contract to which the officer is a party.

### Section 5. Vacancies.

A vacancy in any office for any reason shall be filled in the same manner as these Bylaws provide for election to that office; provided, however, that the President may appoint a current director to temporarily fill a vacancy in an officer position.

### Section 6. President.

Provided that no Executive Director officer position has been created and filled pursuant to Sections 1 and 9 of this Article, the President shall be the chief executive officer of this corporation and shall, subject to control of the Board, generally supervise, direct and control the business and other officers of this corporation. The President shall preside at all meetings of the Board of Directors. The President shall have the general powers and duties of management usually vested in the office of President of the corporation and shall have such other powers and duties as may be prescribed by the Board or these Bylaws.

Section 7. Secretary.

The Secretary shall supervise the keeping of a full and complete record of the proceedings of the Board of Directors and its committees, shall supervise the giving of such notices as may be proper or necessary, shall supervise the keeping of the minute books of this corporation, and shall have such other powers and duties as may be prescribed by the Board or these Bylaws.

Section 8. Treasurer.

The Treasurer shall be the chief financial officer of this corporation and shall supervise the charge and custody of all funds of this corporation, the deposit of such funds in the manner prescribed by the Board of Directors, and the keeping and maintaining of adequate and correct accounts of this corporation's properties and business transactions, shall render reports and accountings as required, and shall have such other powers and duties as may be prescribed by the Board or these Bylaws.

Section 9. Executive Director.

If the Board of Directors creates such an officer position, the Executive Director shall be the chief executive officer of this corporation, and shall, subject to control of the Board, generally supervise direct and control the business and other activities of this corporation. The Executive Director shall manage the day-to-day administrative and managerial duties necessary to the operation of this corporation and shall have such other powers and duties as may be prescribed by the Board. The Executive Director shall not be a director of this corporation, though he shall attend all Board meetings unless excused for a closed session or for other reasons. The Executive Director shall have no voting powers.

**ARTICLE VI. CERTAIN TRANSACTIONS**

Section 1. Loans.

Except as permitted by Section 5236 of the California Nonprofit Public Benefit Corporation Law, this corporation shall not make any loan of money or property to, or guarantee the obligation of, any director or officer; provided, however, that this corporation may advance money to a director or officer of this corporation or any subsidiary for expenses reasonably anticipated to be incurred in performance of the duties of such director or officer so long as such individual would be entitled to be reimbursed for such expenses absent that advance.

Section 2. Self-Dealing Transactions.

Except as provided in Section 3 below, the Board of Directors shall not approve, or permit the corporation to engage in, any self-dealing transaction. A self-dealing transaction is a transaction to which this corporation is a party and in which one or more of its directors has a material financial interest, unless the transaction comes within California Corporations Code Section 5233(b).

Section 3. Approval.

This corporation may engage in a self-dealing transaction if the transaction is approved by a court or by the Attorney General. This corporation may also engage in a self-dealing transaction if the Board determines, before the transaction, that (a) this corporation is entering into the transaction for its own benefit; (b) the transaction is fair and reasonable to this corporation at the time; and (c) after reasonable investigation, the Board determines that it could not have obtained a more advantageous arrangement with reasonable effort under the circumstances. Such determinations must be made by the Board in good faith, with knowledge of the material facts concerning the transaction and the director's interest in the transaction, and by a vote of a majority of the directors then in office, without counting the vote of the interested director or directors.

Where it is not reasonably practicable to obtain approval of the Board before entering into a self-dealing transaction, a Board Committee may approve such transaction in a manner consistent with the requirements above; provided that, at its next meeting, the full Board determines in good faith that the Board Committee's approval of the transaction was consistent with the requirements above and that it was not reasonably practical to obtain advance approval by the full Board, and ratifies the transaction by a majority of the directors then in office without the vote of any interested director.

**ARTICLE VII. INDEMNIFICATION AND INSURANCE**

Section 1. Right of Indemnity.

To the fullest extent allowed by Section 5238 of the California Nonprofit Public Benefit Corporation Law, this corporation shall indemnify its agents, in connection with any proceeding, and in accordance with Section 5238. For purposes of this Article, "agent" shall have the same meaning as in Section 5238(a), including directors, officers, employees, other agents, and persons formerly occupying such positions; "proceeding" shall have the same meaning as in Section 5238(a), including any threatened action or investigation under Section 5233 or brought by the Attorney General; and "expenses" shall have the same meaning as in Section 5238(a), including reasonable attorneys' fees.

Section 2. Approval of Indemnity.

On written request to the Board of Directors in each specific case by any agent seeking indemnification, to the extent that the agent has been successful on the merits, the Board shall promptly authorize indemnification in accordance with Section 5238(d). Otherwise, the Board

shall promptly determine, by a majority vote of a quorum consisting of directors who are not parties to the proceeding, whether, in the specific case, the agent has met the applicable standard of conduct stated in Section 5238(b) or Section 5238(c), and, if so, shall authorize indemnification to the extent permitted thereby.

Section 3. Advancing Expenses.

The Board of Directors may authorize the advance of expenses incurred by or on behalf of an agent of this corporation in defending any proceeding prior to final disposition, if the Board finds that:

- (a) the requested advances are reasonable in amount under the circumstances; and
  - (b) before any advance is made, the agent will submit a written undertaking satisfactory to the Board to repay the advance unless it is ultimately determined that the agent is entitled to indemnification for the expenses under this Article.
- The Board shall determine whether the undertaking must be secured, and whether interest shall accrue on the obligation created thereby.

Section 4. Insurance.

The Board of Directors may adopt a resolution authorizing the purchase of insurance on behalf of any agent against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, and such insurance may provide for coverage against liabilities beyond this corporation's power to indemnify the agent under law.

**ARTICLE VIII. MISCELLANEOUS**

Section 1. Fiscal Year.

The fiscal year of this corporation shall begin on July 1<sup>st</sup> and end on June 30<sup>th</sup> each year.

Section 2. Contracts, Notes, and Checks.

All contracts entered into on behalf of this corporation shall be authorized by the Board of Directors, and, except as otherwise provided by law, every check, draft, promissory note, money order, or other evidence of indebtedness of this corporation shall be signed or endorsed by such officer or officers, or agent or agents, of SYRCL and in such a manner as shall from time to time be determined by resolution of the Board of Directors, or by any committee to which such authority has been delegated by the Board.

Section 3. Overhead Expenses.

SYRCL does not fund overhead expenses not directly related to the work being funded by a grant. In the exceptional circumstance where overhead related to the work being funded by a grant is mandated, the amount of expenses to be funded shall not exceed 10% of the total grant.

Section 4. Contracts and grants.

- a. The Executive Director signs all contracts and grant applications.
- b. The Board of Directors delegates to the Executive Director the authority make, renew, amend or revise contracts within the current approved budget.
- c. The Board of Directors shall review and ratify all contracts \$25,000 or more outside the current approved budget at the next scheduled Board meeting following action by the Executive Director.
- d. The approved Budget and Strategic Action Plan provide guidance and criteria for contracts and grant applications or requests.
- e. These provisions are implemented consistent with Policies and Procedures that the Board may adopt from time to time.

#### Section 5. Annual Reports to Directors.

Within 120 days after the end of this corporation's fiscal year, the President shall furnish a written report to all directors of this corporation containing the following information:

- (a) the assets and liabilities, including the trust funds of this corporation, as of the end of the fiscal year;
- (b) the principal changes in assets and liabilities, including trust funds, during the fiscal year;
- (c) the revenue or receipts of this corporation, both unrestricted and restricted to particular purposes, for the fiscal year;
- (d) the expenses or disbursements of this corporation, for both general and restricted purposes, for the fiscal year; and
- (e) any transaction during the previous fiscal year involving more than \$50,000 between this corporation (or its parent or subsidiaries, if any) and any of its directors or officers (or the directors or officers of its parent or subsidiaries, if any) or any holder of more than ten percent of the voting power of this corporation or its parent or subsidiaries, if any, or any of a number of such transactions in which the same person had a direct or indirect material financial interest, and which transactions in the aggregate involved more than \$50,000, as well as the amount and circumstances of any indemnifications or advances aggregating more than \$10,000 paid during the fiscal year to any director or officer of this corporation. For each transaction, the report must disclose the names of the interested persons involved in such transaction, stating such person's relationship to this corporation, the nature of such person's interest in the transaction and, where practicable, the value of such interest.

The foregoing report shall be accompanied by any report thereon of independent accountants or, if there is no such report, the certificate of an authorized officer of this corporation that such statements were prepared without an audit from the books and records of this corporation. The report and any accompanying material may be sent by electronic transmission in compliance with Article VIII, Section 5 of these Bylaws.

Section 6. Required Financial Audits.

This corporation shall obtain a financial audit for any tax year in which it receives or accrues gross revenue of \$2 million or more, excluding grant or contract income from any governmental entity for which the governmental entity requires an accounting. Whether or not they are required by law, any audited financial statements obtained by this corporation shall be made available for inspection by the Attorney General and the general public within nine months after the close of the fiscal year to which the statements relate, and shall remain available for three years (1) by making them available at this corporation's principal, regional, and district offices during regular business hours and (2) either by mailing a copy to any person who so requests in person or in writing or by posting them on this corporation's website.

Section 7. Electronic Transmissions.

Unless otherwise provided in these Bylaws, and subject to any guidelines and procedures that the Board of Directors may adopt from time to time, the terms "written" and "in writing" as used in these Bylaws include any form of recorded message in the English language capable of comprehension by ordinary visual means, and may include electronic transmissions, such as facsimile or email, provided (i) for electronic transmissions from the corporation, the corporation has obtained an unrevoked written consent from the recipient to the use of such means of communication; (ii) for electronic transmissions to the corporation, the corporation has in effect reasonable measures to verify that the sender is the individual purporting to have sent such transmission; and (iii) the transmission creates a record that can be retained, retrieved, reviewed, and rendered into clearly legible tangible form.

Section 8. Amendments.

Proposed amendments to these Bylaws shall be submitted in writing to the directors at least one week in advance of any Board meeting at which they will be considered for adoption. The vote of a majority of the directors then in office or the unanimous written consent of the directors shall be required to adopt a bylaw amendment.

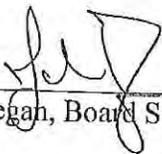
Section 9. Governing Law.

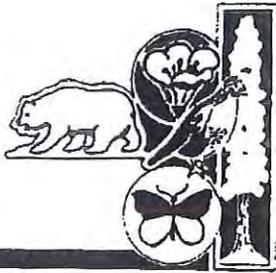
In all matters not specified in these Bylaws, or in the event these Bylaws shall not comply with applicable law, the California Nonprofit Public Benefit Corporation Law as then in effect shall apply.

CERTIFICATE OF SECRETARY

I, John Regan, certify that I am presently the duly elected and acting Secretary of South Yuba River Citizens League, a California nonprofit public benefit corporation, and that the above Bylaws, consisting of 14 pages, are the Bylaws of this corporation as adopted by the Board of Directors, on March 26, 2015 and the same do now constitute the Bylaws of said corporation.

DATED: 5/28/2015

  
\_\_\_\_\_  
John Regan, Board Secretary



State  
of  
California

OFFICE OF THE SECRETARY OF STATE

CORPORATION DIVISION

I, *MARCH FONG EU*, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the corporate record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

IN WITNESS WHEREOF, I execute  
this certificate and affix the Great  
Seal of the State of California this

JUN 1 0 1988



*March Fong Eu*

Secretary of State

1615247

ENDORSED  
FILED

In the office of the Secretary of State  
of the State of California

JUN 10 1968

MARSH FERGUSON, Secretary of State

ARTICLES OF INCORPORATION

OF

SOUTH YUBA RIVER CITIZENS LEAGUE

ONE: The name of this corporation is South Yuba River Citizens League.

TWO: This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for charitable purposes. The specific purposes for which this corporation is organized are to promote education and awareness of the general public regarding the unique values of the Yuba River and its ecosystem. The means of providing such education and awareness includes, but is not limited to, public forums, a newsletter and other printed material, slide shows and lectures.

THREE: The name and address in the State of California of this corporation's initial agent for service of process is Joseph J. Bell, attorney, 434 Colfax Avenue, Grass Valley, CA 95945.

FOUR:

(a) This corporation is organized and operated exclusively for educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code.

(b) Notwithstanding any other provisions of these Articles, the corporation shall not carry on any other activities not permitted to be carried on (1) by a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code or (2) by a corporation contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code.

(c) No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.

FIVE: The names and addresses of the persons appointed to act as the initial Directors of this corporation are:

<u>Name</u>	<u>Address</u>
1. Bruce Beeley	12426 North Bloomfield Road Nevada City, CA 95959
2. Charles Brock	146 Hocking Avenue Grass Valley, CA 95945
3. Jesse Brown	14124 Honeysuckle Way Nevada City, CA 95959
4. Paul Emery	10512 Bennett Street Grass Valley, CA 95945
5. Sandra Furlich	17188 Skyland Trail Nevada City, CA 95959
6. Roger G. Hicks	503 Long Street Nevada City, CA 95959
7. Blake Ingraham	P.O. Box 1947 319 Nevada Street Nevada City, CA 95959
8. Mary McClain	210 Park Avenue Nevada City, CA 95959
9. Linda J. Rachmel	503 Long Street Nevada City, CA 95959

SIX: The property of this corporation is irrevocably dedicated to educational purposes meeting the requirements of Section 214 of the California Revenue and Taxation Code and no part of the net income or assets of the organization shall ever inure to the benefit of any Director, officer or member thereof or to the benefit of any private person.

On the dissolution or winding up of the corporation, its assets remaining after payment of (or provision for payment of) all debts and liabilities of this corporation, shall be distributed to a nonprofit fund, foundation, or corporation which is organized and operated exclusively for educational purposes meeting the requirements of Section 214 of the California Revenue and Taxation Code and which has established its tax-exempt status under Section 501(c)(3) of the Internal Revenue Code.

February 10, 1988.

Bruce Beeley  
Bruce Beeley, Director  
Charles Brock  
Charles Brock, Director  
Jesse Brown  
Jesse Brown, Director  
Paul Emery  
Paul Emery, Director  
Sandra Furlich  
Sandra Furlich, Director

Roger G. Hicks  
Roger G. Hicks, Director  
Blake Ingraham  
Blake Ingraham, Director  
Mary McClain  
Mary McClain, Director  
Linda J. Rachmel  
Linda J. Rachmel, Director

We, the above mentioned initial Directors of this corporation, hereby declare that we are the persons who executed the foregoing Articles of Incorporation, which execution is our act and deed.

Bruce Beeley  
Bruce Beeley, Director  
Charles Brock  
Charles Brock, Director  
Jesse Brown  
Jesse Brown, Director  
Paul Emery  
Paul Emery, Director  
Sandra Furlich  
Sandra Furlich, Director

Roger G. Hicks  
Roger G. Hicks, Director  
Blake Ingraham  
Blake Ingraham, Director  
Mary McClain  
Mary McClain, Director  
Linda J. Rachmel  
Linda J. Rachmel, Director

INTERNAL REVENUE SERVICE  
DISTRICT DIRECTOR  
2 CUPANIA CIRCLE  
MONTEREY PARK, CA 91754

DEPARTMENT OF THE TREASURY

Date:

JUN 02 1993

SOUTH YUBA RIVER CITIZENS LEAGUE  
P O BOX 841  
NEVADA CITY, CA 95959-0841

Employer Identification Number:

68-0171371

Contact Person:

TYRONE THOMAS

Contact Telephone Number:

(213) 894-2297

Our Letter Dated:

March 14, 1989

Addendum Applies:

No

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(2).

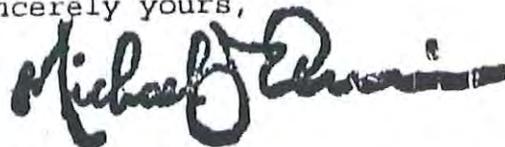
Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(2) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(2) organization.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,



Michael J. Quinn  
District Director

## Detailed Project Description

The Fuel Reduction in the Tahoe National Forest Project will prioritize and eradicate occurrences of invasive nonnative plants that alter the fire regime of the forest ecosystem. The aim is to reduce fire risk and intensity while improving forest health in the upper reaches of the Yuba River and North Fork American River canyons on the Yuba and American Ranger Districts of the Tahoe National Forest (TNF). Because invasive plant species are known to alter the fire regimes of plant communities, this project will focus on flashy and ladder fuels, or invasive species that progress the rate of ignition and the horizontal and vertical spread of wildfire in the Tahoe National Forest. This targeted fuel reduction project, focusing on invasive species, will result in decreasing the risk of catastrophic fire and improve the climatic resilience of these two watersheds. Specifically, the project partners will work together to identify outlying weed occurrences and target these areas to reduce the threat of catastrophic wildfire. These populations are important on a watershed wide scale because they create high risk areas that are dispersed and can help to carry fire and alter local and large scale fire regimes. This project will tackle three primary goals: (1) begin or continue eradication efforts on known infestations of targeted species, (2) locate and begin eradication efforts on new infestations of targeted species before they become threats, and (3) provide long term monitoring of treated infestations.

Using the existing invasive weed occurrence dataset provided by the TNF, SYRCL and TNF will work together to prioritize known locations where treatment is needed, locate new populations within our target area and prescribe and implement treatment regime, and develop a monitoring plan that can be repeated annually for the first three years and once every three years thereafter. Weed treatment regime will be limited to hand removal for small infestations and will be specific to species based on best management practices formed by the US Forest Service. Infestations will be re-treated and managed adaptively if monitoring efforts show that initial treatment was not effective. The weed treatment task will be shared by SYRCL and the TNF, relying on matching funds from TNF to conduct weed prioritization and removal at a larger scale (see Project Map) and SYRCL staff and volunteers to recruit community members who can be trained in monitoring, mapping, and removal of flashy and ladder fuels. SYRCL will lead project monitoring and will work with the TNF to implement a methodology that is consistent with USFS protocols and that will be uploaded into federal databases. SYRCL has been very successful at maintaining monitoring programs over the long term by utilizing SYRCL staff and trained volunteers. Monitoring will be conducted by SYRCL staff, AmeriCorp members, and volunteers. In addition, SYRCL will lead on project administration and reporting.

Species that will be targeted in this project include ladder fuels like Spanish, Scotch, and French broom and annual grasses and herbs that act as flashy fuels like cheat grass (*Bromus tectorum*) and yellow star thistle (*Centaurea solstitialis*). Ladder fuels are highly flammable and allow fire to climb into the upper canopy layer. Crown fires are harder for firefighters to suppress, burn hotter, faster, and result in more devastating effects. This project will target ladder and flashy fuels in order to reduce the risk of crown fires and detrimental wildfires, and improve the health of native forest biodiversity. The negative impacts of these kinds of fuels across the landscape cause ecosystem-wide effects and devastation to flora, fauna, and microbial health. Fire and hydrologic regimes, soil health, transpiration timing and rates, flooding patterns, and riparian community structures are negatively impacted.

The efforts this project directly align with California's Water Action Plan, SNC's Strategic Action Plan, and the SNC Watershed Improvement Program by protecting and restoring the important forest ecosystems of the upper reaches of the Yuba and American watersheds where forests are overgrown and the entire watershed is at risk from catastrophic fire. This project will allow SYRCL and the Tahoe National Forest to control invasive species and reduce the threat of catastrophic fire and changes in fire regimes that have the ability to alter entire ecosystems. Prioritizing nonnative invaders will improve forest health through a holistic approach, first targeting the most detrimental species and then monitoring long-term forest benefits. There is a critical need for fuel reduction in forest restoration throughout the West. Prioritizing and removing invasive nonnative shrubs, grasses, flashy fuels, and ladder fuels that negatively affect forest health will decrease the risk of wildfire and allow native vegetation and wildlife to flourish.

## Workplan and Schedule

This project will focus on locating, prioritizing, and controlling infestations that are poised to turn into larger problems on National Forest lands using a rapid response framework. The sites that will be treated include consideration of the following criteria:

- Occur in areas that are otherwise relatively uninfested;
- Occur in areas that have other high valued habitat (e.g. threatened and endangered plant occurrences, protected activity centers (PACs) for rare birds, health forest systems, etc.);
- Infestations that have been a part of ongoing treatments;
- Infestations that are isolated and have the potential for eradication within the term of the grant funding period;
- Infestations that are generally less than one acre in size

We will target a subset of the invasive species, known and suspected to occur, on the Yuba and American Ranger Districts on the Tahoe National Forest. The species included have characteristics that result in them functioning to alter fire behavior patterns in the native ecosystems. The following are the categories with specie specific examples that we are considering for treatment:

- Flashy fuels: annual grasses (*Bromus tectorum*, *Elymus caput-medusae*, *Aegilops triuncialis*, etc.), early curing annuals/biennials (*Carduus pycnocephalus*, *Centaurea solstitialis*, *C. melitensis*), and species with high thatch/fine fuel production (all of the above and *Pennisetum clandestinum*, *Sorghum halepense*, *Salsola* spp., *Ulex europaeus*).
- Increased rate/extent of spread of fire: annual grasses (especially *Bromus tectorum*)
- Increased flame lengths: brooms (*Cytisus scoparius*, *Genista monspessulana*, *Spartium junceum*)

### Task 1 Project Administration and Reporting

This project will be administered by SYRCL who will be responsible for all invoicing, reporting, and contracting to complete this project. Project invoices will be completed quarterly. Update reports will be submitted bi-annually and a final report will be submitted upon project completion. Contracts for subcontractors (including the US Forest Service) will be completed early within the project timeline to ensure timely completion of the project.

### Task 2 Monitoring

Project monitoring will include monitoring the project area for new infestations that can be prioritized for treatment and monitoring

treated areas for success and improvements to ecological health.

*Task 2.1 New Infestation Monitoring*

The USFS will be contracted to monitor the project area for new infestations, using GPS and photo points to document the infested area, the species of concern, and the extent of the infestation.

**Task 2.2 Treatment Monitoring**

SYRCL will be responsible for monitoring treated areas, with the help of SYRCL volunteers, using USFS protocols and trained by Tahoe National Forest staff. All monitoring information will be uploaded into USFS mandated and applicable state-wide databases.

**Task 3 Treatment and Prioritization**

The USFS will be contracted to treat known infestations, once prioritized by SYRCL and TNF staff. The prioritization will be based on an early detection/rapid response framework and will be re-treated if post-treatment monitoring finds that initial treatment was unsuccessful. SYRCL Volunteers will be engaged in treatment as well, with 1-2 crews working annually.

Task	Deliverable	Due
Task 1 Project Administration and Reporting	6-month report	June 30 and December 31 through June 30 2020.
	Quarterly Invoices	Quarterly by the 15 <sup>th</sup> day of the new quarter.
	USFS contract and contractor selection	December 31 2016
	Final Report	June 30 2020
Task 2 Monitoring	-New Infestation Identification	Annually, September 30
	-Pre/Post- treatment and habitat monitoring	June 30, 2020
Task 3 Treatment	Prioritization of existing and newly identified infestations.	June 30 2017, 2018, 2019
	Treatment of infestations, up to 40 acres a year.	Annually, completed in 2019

**Restrictions**

There are no known restrictions that the project partners know of that may impede our ability to complete this project.

**Agreements**

SYRCL and the Tahoe National Forest has a Master Participating Agreement which allows us to work together easily on projects within the Tahoe National Forest. SYRCL works with the Tahoe National Forest on projects ranging from Meadow Restoration, water quality monitoring, mine remediation, and invasive species removal. See attached agreement.



FS Agreement No. 15-PA-11051700-011  
Cooperator Agreement No. \_\_\_\_\_

**MASTER  
PARTICIPATING AGREEMENT  
Between The  
SOUTH YUBA RIVER CITIZENS LEAGUE  
And The  
USDA, FOREST SERVICE  
TAHOE NATIONAL FOREST**

This MASTER PARTICIPATING AGREEMENT is hereby made and entered into by and between the South Yuba River Citizens League, hereinafter referred to as "SYRCL," and the USDA, Forest Service, Tahoe National Forest hereinafter referred to as the "U.S. Forest Service," under the authority: Cooperative Funds and Deposits Act of December 12, 1975, Pub.L. 94-148, 16 U.S.C. 565a1 – a3, as amended by the Consolidated Appropriations Act of 2008, Pub.L. 110-161, and the Omnibus Public Land Management Act, Pub.L. 111-11, Sec. 3001; the Wyden Amendment, Section 323(a) of the Department of Interior and Related Agencies Appropriations Act, 1999, as included in Pub.L. 105-277, Div. A., Section 101 (e), as amended by Pub.L. 109-54, Sec. 434, and the Omnibus Public Land Management Act, Pub.L. 111-11, Sec. 3001; and the Cooperative Funds Act of June 30, 1914 (16 U.S.C. 498 as amended by Pub. L. 104-127).

Background: The U.S. Forest Service and SYRCL have partnered on multiple watershed improvement projects within the Yuba River Watershed over the past 10 years. The partnership has worked through several previous agreements using a combination of grant funding acquired by SYRCL and U.S. Forest Service funds to complete the field reconnaissance, project development, project design, environmental assessment, permitting, implementation, and monitoring for multiple projects. SYRCL and the U.S. Forest Service have also partnered on community work days and educational events such as Yuba River Clean-up Event, educational interpretation and aspen regeneration efforts. We plan to continue to cooperate on assessing the watershed to locate watershed degradation and erosion sources, plan and design projects to correct degraded sites, implement restoration projects, monitor the results and participate community work days and watershed educational events. SYRCL and the U.S. Forest Service are currently involved in multiple meadow and Aspen restoration projects, and are applying for funding for several projects and planning the next efforts.

Meadow Restoration is an emphasis item for the Pacific Southwest Region (Region 5) of the U.S. Forest Service with the goal to restore 50% of meadows in the Sierra Nevada by the year 2020. The National Fish and Wildlife Foundation (NFWF) has a meadow restoration initiative that has brought funding to the National Forest System (NFS) specifically for meadows, however this funding is required to be utilized by a third party non-profit organization such as SYRCL to implement the work.

Title: Yuba River Watershed Improvement



**I. PURPOSE**

The purpose of this agreement is to document the cooperation between the parties to improve the Yuba River Watershed through identifying and implementing watershed improvement assessments and projects in accordance with the following provisions and any incorporated Supplemental Project Agreement(s).

**II. STATEMENT OF MUTUAL BENEFITS AND INTERESTS:**

It is mutually beneficial to enter into this agreement to establish a framework for the development of individual Supplemental Project Agreements (SPAs) for the parties to work together on projects to accomplish their mutual goals.

The SYRCL and the U.S. Forest Service have the mutual mission and interest of maintaining and improving the health and function of the watersheds of the Yuba River. Specifically, SYRCL brings stakeholders in the watershed together for the benefit of the Yuba River Watershed. SYRCL is a 501(c)(3) non-profit corporation and was founded in 1983 to protect and restore the water quality and biological resources of the Yuba River watershed. The organization identifies, coordinates, funds and implements restoration projects directly related to the health, beauty, and economy of the watershed as well as organizing public outreach, education and watershed monitoring and work days.

The U.S. Forest Service benefits by increasing capacity to do watershed improvement work, by expanding stakeholder and general public outreach and education, and by accomplishing watershed improvement work on NFS lands and adjacent lands within the watershed. SYRCL benefits by being able to accomplish its mission of improving watershed health and helping watershed stakeholders accomplish their goals. The objectives of this cooperative effort are: to improve the watershed health by identifying opportunities to improve wetland, stream and riparian zone function and stability, forest health, fish passage, aquatic habitat, and water quality.

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

**III. SYRCL SHALL:**

- A. LEGAL AUTHORITY. SYRCL shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.
- B. Work collaboratively with the U.S. Forest Service in efforts to improve the health and function of the Yuba River.



- C. Coordinate with the U.S. Forest Service to develop supplemental agreements as needed to facilitate watershed assessments, planning and implementation of watershed improvement projects, educational outreach efforts, and project monitoring.
- D. Assist with identification and acquisition of funding sources and other resources associated with watershed improvement projects of mutual interest, including participate in grant writing and grant applications.
- E. Provide grant administration, fiscal management, contract and permit preparation and administration for projects awarded to the SYRCL from external sources. Complete CEQA as needed for projects with funding originating from the State of California.
- F. Provide stakeholder coordination, public outreach, and volunteer coordination associated with the identification, planning and implementation of watershed restoration projects as specified under project specific supplemental agreements.

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

- A. Work collaboratively with the SYRCL to in efforts to improve the health and function of the Yuba River Watershed.
- B. Coordinate with SYRCL to develop supplemental project agreements.
- C. Utilize available funding sources to complete watershed assessment work, identify watershed degradation issues, help design and plan restoration projects, complete analysis to meet the requirements of the National Environmental Policy Act (NEPA) as needed, supervise implementation of watershed restoration projects and monitoring of projects.
- D. Provide grant administration, fiscal management, contract preparation and administration for projects awarded to the U.S. Forest Service from external sources.
- E. Supervise on the ground construction operations when needed, ensuring appropriate control measures are installed,
- F. Provide general support to SYRCL to facilitate meeting the requirements of grants, including providing accomplishment reports at desired intervals.
- G. Participate in meeting public outreach and education efforts of the SYRCL.



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

- A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

**Principal Cooperator Contacts:**

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
Rachel Hutchinson 313 Railroad Ave. Suite 101 Nevada City, CA 95959 Telephone: 530-265-5961 ext 205 FAX: 530-265-5961 Email: <a href="mailto:rachel@syrcf.org">rachel@syrcf.org</a>	Caleb Dardick 313 Railroad Ave. Suite 101 Nevada City, CA 95959 Telephone: 530-265-5961 ext 207 FAX: 530-265-5961 Email: <a href="mailto:caleb@syrcf.org">caleb@syrcf.org</a>

**Principal U.S. Forest Service Contacts:**

<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
Carol Purchase 631 Coyote Street Nevada City, CA 95959 Telephone: 530-478-6239 Email: <a href="mailto:cpurchase@fs.fed.us">cpurchase@fs.fed.us</a>	Melanie Guinan 631 Coyote Street Nevada City, CA 95959 Telephone: 530-478-6828 Email: <a href="mailto:melanieguinan@fs.fed.us">melanieguinan@fs.fed.us</a>

- B. AVAILABILITY FOR CONSULTATION. Both parties will make themselves available at mutually agreeable times for continuing consultation to discuss the conditions covered by this agreement and agree to actions essential to fulfill its purposes.
- C. SUPPLEMENTAL PROJECT AGREEMENTS (SPA). Nothing in this agreement obligates either party to offer or accept any project proposals under this agreement. Any projects added to this agreement must be by mutual consent of the parties through a specific SPA.
- D. ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENCY 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 SYRCL 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 debarring official of the United States Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If SYRCL fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds SYRCL has expended in violation of sections 433 and 434.

- E. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or SYRCL are 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 agreement.

To SYRCL, at SYRCL's address shown in the agreement or such other address designated within the agreement.

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

- F. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or SYRCL from participating in similar activities with other public or private agencies, organizations, and individuals.
- G. ENDORSEMENT. Any of SYRCL's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of SYRCL's products or activities.
- H. USE OF U.S. FOREST SERVICE INSIGNIA. In order for SYRCL 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. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANT LIABILITY. SYRCL agree(s) that any of their employees, volunteers, and program participants shall not be deemed to be Federal employees for any purposes including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), as SYRCL hereby willingly agree(s) to assume these responsibilities.



Further, SYRCL shall provide any necessary training to SYRCL's employees, volunteers, and program participants to ensure that such personnel are capable of performing tasks to be completed. SYRCL shall also supervise and direct the work of its employees, volunteers, and participants performing under this agreement.

- J. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no United States member of, or United States delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- K. NONDISCRIMINATION. The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.
- L. ELIGIBLE WORKERS. SYRCL shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). SYRCL shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or SPA awarded under this agreement.
- M. STANDARDS FOR FINANCIAL MANAGEMENT.

### **1. Financial Reporting**

SYRCL shall provide complete, accurate, and current financial disclosures of the project or program in accordance with any financial reporting requirements, as set forth in the financial provisions.

### **2. Accounting Records**

SYRCL shall continuously maintain and update records identifying the source and use of funds. The records shall contain information pertaining to the agreement, authorizations, obligations, unobligated balances, assets, outlays, and income.

### **3. Internal Control**



SYRCL shall maintain effective control over and accountability for all U.S. Forest Service funds, real property, and personal property assets. SYRCL shall keep effective internal controls to ensure that all United States Federal funds received are separately and properly allocated to the activities described in the agreement. SYRCL shall adequately safeguard all such property and shall ensure that it is used solely for authorized purposes.

#### 4. Source Documentation

SYRCL shall support all accounting records with source documentation. These documentations include, but are not limited to, cancelled checks, paid bills, payrolls, contract and subgrant/contract documents, and so forth.

N. OVERPAYMENT. Any funds paid to SYRCL in excess of the amount entitled under the terms and conditions of this agreement constitute a debt to the Federal Government. The following must also be considered as a debt or debts owed by SYRCL to the U.S. Forest Service:

- Any interest or other investment income earned on advances of agreement funds; or
- Any royalties or other special classes of program income which, under the provisions of the agreement, are required to be returned;

If this debt is not paid according to the terms of the bill for collection issued for the overpayment, the U.S. Forest Service may reduce the debt by:

1. Making an administrative offset against other requests for reimbursement.
2. Withholding advance payments otherwise due to SYRCL.
3. Taking other action permitted by statute (31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B).

Except as otherwise provided by law, the U.S. Forest Service may charge interest on an overdue debt.

O. AGREEMENT CLOSEOUT. SYRCL shall close out the agreement within 90 days after expiration or notice of termination.

Any unobligated balance of cash advanced to SYRCL must be immediately refunded to the U.S. Forest Service, including any interest earned in accordance with 7 CFR 3016.21, 7 CFR 3019.22, or other relevant law or regulation.

Within a maximum of 90 days following the date of expiration or termination of this agreement, all financial performance and related reports required by the terms of the agreement must be submitted to the U.S. Forest Service by SYRCL.



If this agreement is closed out without audit, the U.S. Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

- P. PROGRAM PERFORMANCE REPORTS. SYRCL shall monitor the performance of the agreement activities to ensure that performance goals are being achieved.

Performance reports must contain information on the following:

- A comparison of actual accomplishments to the goals established for the period. Where the output of the project can be readily expressed in numbers, a computation of the cost per unit of output may be required if that information is useful.
- Reason(s) for delay if established goals were not met.
- Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

SYRCL shall submit annual performance reports to the U.S. Forest Service Program Manager. These reports are due 90 days after the reporting period. The final performance report must be submitted either with SYRCL's final payment request, or separately, but not later than 90 days from the expiration date of the agreement.

- Q. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. SYRCL shall retain all records pertinent to this agreement for a period of no less than 3 years from the expiration or termination date. As used in this provision, "records" includes books, documents, accounting procedures and practice, and other data, regardless of the type or format. SYRCL shall provide access and the right to examine all records related to this agreement to the U.S. Forest Service Inspector General, or Comptroller General or their authorized representative.

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the 3-year period, the records must be kept until all issues are resolved, or until the end of the regular 3-year period, whichever is later.

Records for nonexpendable property acquired in whole or in part, with Federal funds must be retained for 3 years after its final disposition.

SYRCL shall provide access to any project site(s) to the U.S. Forest Service or any of their authorized representatives. The rights of access in this section shall not be limited to the required retention period but shall last as long as the records are kept.

- R. FREEDOM OF INFORMATION ACT (FOIA). Public access to 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).



- S. 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.
- T. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. SYRCL is/are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:
- This project was completed in partnership with the U.S. Forest Service, Department of Agriculture, Tahoe National Forest.
- SYRCL may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. SYRCL is/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.
- U. PROPERTY IMPROVEMENTS. Improvements placed by SYRCL on National Forest System land at the direction or with the approval of the U.S. Forest Service becomes the property of the United States. These improvements are subject to the same regulations and administration of the U.S. Forest Service as other National Forest improvements. No part of this agreement entitles SYRCL to any interest in the improvements, other than the right to use them under applicable U.S. Forest Service regulations.
- V. CONTRACT REQUIREMENTS. Any contract under this agreement must be awarded following SYRCL's established procurement procedures, to ensure free and open competition, and avoid any conflict of interest (or appearance of a conflict). SYRCL must maintain cost and price analysis documentation for potential U.S. Forest Service review. SYRCL is/are encouraged to utilize small businesses, minority-owned firms, and women's business enterprises.

Additionally, federal wage provisions (Davis-Bacon or Service Contract Act) are applicable to any contract developed and awarded under this agreement where all or part of the funding is provided with U.S. Forest Service funds. Davis-Bacon wage rates apply on all public works contracts in excess of \$2,000 and Service Contract Act wage provisions apply to service contracts in excess of \$2,500



- W. GOVERNMENT-FURNISHED PROPERTY. SYRCL may only use U.S. Forest Service property furnished under this agreement for performing tasks assigned in this agreement. SYRCL shall not modify, cannibalize, or make alterations to U.S. Forest Service property. A separate document, Form AD-107, must be completed to document the loan of U.S. Forest Service property. The U.S. Forest Service shall retain title to all U.S. Forest Service-furnished property. Title to U.S. Forest Service property must not be affected by its incorporation into or attachment to any property not owned by the U.S. Forest Service, nor must the property become a fixture or lose its identity as personal property by being attached to any real property.

*Cooperator Liability for Government Property.*

1. Unless otherwise provided for in the agreement, SYRCL shall not be liable for loss, damage, destruction, or theft to the Government property furnished or acquired under this contract, except when any one of the following applies—
  - a. The risk is covered by insurance or SYRCL is/are otherwise reimbursed (to the extent of such insurance or reimbursement).
  - b. The loss, damage, destruction, or theft is the result of willful misconduct or lack of good faith on the part of SYRCL's managerial personnel. SYRCL's managerial personnel, in this clause, means SYRCL's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of SYRCL's business; all or substantially all of SYRCL's operation at any one plant or separate location; or a separate and complete major industrial operation.
2. SYRCL shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. SYRCL shall separate the damaged and undamaged Government property, place all the affected Government property in the best possible order, and take such other action as the Property Administrator directs.
3. SYRCL shall do nothing to prejudice the Government's rights to recover against third parties for any loss, damage, destruction, or theft of Government property.
4. Upon the request of the Grants & Agreements Specialist, SYRCL shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of agreements of assignment in favor of the Government in obtaining recovery.

- X. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. SYRCL shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.

- Y. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. SYRCL 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."***

Z. REMEDIES FOR COMPLIANCE RELATED ISSUES. If SYRCL materially fail(s) to comply with any term of the agreement, whether stated in a Federal statute or regulation, an assurance, or the agreement, the U.S. Forest Service may take one or more of the following actions:

1. Temporarily withhold cash payments pending correction of the deficiency by the SYRCL or more severe enforcement action by the U.S. Forest Service;
2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the current agreement for SYRCL's program;
4. Withhold further awards for the program, or
5. Take other remedies that may be legally available, including debarment procedures under 7 CFR part 3017.

AA. TERMINATION BY MUTUAL AGREEMENT. This agreement may be terminated, in whole or part, as follows:

1. When the U.S. Forest Service and SYRCL agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.



2. By 30 days written notification by SYRCL to the U.S. Forest Service setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated.

If, in the case of a partial termination, the U.S. Forest Service determines that the remaining portion of the agreement will not accomplish the purposes for which the agreement was made, the U.S. Forest Service may terminate the agreement in its entirety.

Upon termination of an agreement, SYRCL shall not incur any new obligations for the terminated portion of the agreement after the effective date, and shall cancel as many outstanding obligations as possible. The U.S. Forest Service shall allow full credit to SYRCL for the United States Federal share of the non-cancelable obligations properly incurred by SYRCL up to the effective date of the termination. Excess funds must be refunded within 60 days after the effective date of termination.

- BB. ALTERNATE DISPUTE RESOLUTION – PARTNERSHIP AGREEMENT. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.
- CC. DEBARMENT AND SUSPENSION. SYRCL 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 SYRCL 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.
- DD. TERMINATION FOR COLLECTION AGREEMENTS. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. The U.S. Forest Service shall not incur any new obligations for the terminated portion of this agreement after the effective date of termination and shall cancel as many obligations as possible. Full credit must be allowed for U.S. Forest Service expenses and all non-cancelable obligations properly incurred up to the effective date of termination. Excess funds must be refunded in accordance with the REFUND provision of this agreement.
- EE. MODIFICATIONS. Modifications within the scope of this agreement 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. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.



FF. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective for five years at which time it will expire.

GG. 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 agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.

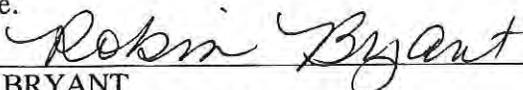
  
\_\_\_\_\_  
CALEB DARDICK, Executive Director  
South Yuba River Citizens League

10/28/14  
Date

  
\_\_\_\_\_  
TOM QUINN, Forest Supervisor  
U.S. Forest Service, Tahoe National Forest

11/12/14  
Date

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

  
\_\_\_\_\_  
ROBIN BRYANT  
U.S. Forest Service Grants Management Specialist

10/24/2014  
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 4 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.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

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.

### **Regulatory Requirements/Permits**

This project will not require any additional permits. This project *will not* be altering the slope, streamline, or other physical feature on the landscape and will not be applying any herbicides, actions that commonly require permits.

### **Organizational Capacity**

SYRCL, The South Yuba River Citizens League, formed in 1983 and works to unite the community to protect and restore the Yuba River watershed. Our mission has led us to grow into a \$1.8 million non-profit organization with a vibrant science and restoration department. We are currently restoring over 600 acres of headwater meadows, working on over 200 acres of lower Yuba floodplain restoration projects, monitoring for mercury and remediating hydraulic mine sites, and have been conducting water quality monitoring at over 40 sites within the Yuba watershed since 2000. Since 2011, SYRCL has worked in collaboration with California State Parks, the BLM, and the US Forest Service to remove invasive species at key locations across the watershed where fire is a potential threat. SYRCL science staff will work in direct coordination with the Tahoe National Forest to administer and implement this project.

### **Community Support**

The South Yuba River Citizens League has the support of both the Yuba and American Districts within the Tahoe National Forest. In addition, SYRCL's 2015 Strategic Planning Community Questionnaire highlighted fire prevention as something SYRCL should focus on in the future. SYRCL has a membership base of over 3500 community members who are active in the community and support SYRCL's mission to protect and restore the Yuba River watershed.



United States  
Department of  
Agriculture

Forest  
Service

Tahoe National Forest  
Supervisor's Office

631 Coyote Street  
Nevada City, CA 95959  
530-478-6100  
TDD: 1-800-735-2929  
FAX: 530-478-6109

**File Code:** 2900  
**Date:** February 22, 2016

Grant Review Committee  
Sierra Nevada Conservancy

Dear SNC Grant Review Committee,

I am writing this letter in support of the project titled "Targeted Fuel Reduction on the Tahoe National Forest."

This project will further the ecosystem restoration goals of the American River and Yuba River Ranger Districts on the Tahoe National Forest. Removing invasive plant species will increase ecosystem functioning and help to further reduce fire hazard risks. We have been working collaboratively with the South Yuba River Citizen's League (SYRCL) to develop an approach to invasive plant management which will help us to prioritize and implement watershed and ecosystem restoration and fuels reduction objectives in the American and Yuba River Watersheds. This project is an important opportunity in achieving these goals.

We are also conducting other invasive plant removal projects on the Tahoe National Forest that this project would synergistically enhance, and allow us to contribute to invasive plant management across the National Forests in the Sierra Nevada and beyond. We look forward to working with the South Yuba River Citizens League on this project.

Sincerely,

ELI ILANO  
Forest Supervisor

cc: Caleb Dardick, Wendy Boes, Karen Hayden, Victor Lyon, Carol Purchase, David Fournier,  
Rachel Hutchinson



## **Tribal Consultation Narrative**

We have contacted Shelly Covert, a representative with the Nevada City Rancheria who has worked with us on other projects, such as the Loney Meadow Interpretive Trail Project, within the Tahoe National Forest. Ms. Covert will be available for future consultation with SYRCL for this project.

## **Long-Term Management and Sustainability Narrative**

The Targeted Fuels Reduction Project in the Tahoe National Forest is part of an ongoing effort by the forest to reduce the potential impact of catastrophic fire from invasive species that cause a larger impact to the ecosystem than their native counterparts. This project includes a 4 year timeline, but it is expected that these efforts will continue beyond the SNC project end date. SYRCL and the USFS have committed to monitoring populations of invasive species that are treated during this project once every 3-5 years to understand whether future treatment and adaptive management is needed. Adaptive management may include options like planting native species in areas where native recruitment is not occurring naturally.

### Year 1

Pre-treatment monitoring and 1<sup>st</sup> round of treatment.

### Year 2

Post- and pre- treatment monitoring and 2<sup>nd</sup> round of treatment.

### Year 3

Post- and pre- treatment monitoring and follow-up rounds of treatment.

### Year 4

Post-treatment monitoring

### Years 5-25

Monitoring sites every 3-5 years on a rotating basis.

## **Performance Measures**

### **1. Acres of Land Improved or Restored**

This project will result in about 140 acres of invasive species removal which will:

- a. Decrease the risk of fire,
- b. Provide natural resource protection,
- c. Improve habitat for terrestrial species, and
- d. Will improve resource management through vegetation and forest management.

SYRCL will track how many acres are treated and identify which of the above categories the invasive species removal directly targets throughout the duration of the project.

### **2. Number and Type of Jobs Created**

This project will create 3-10 temporary and contract jobs in the natural resources and mining category. These temporary and contract jobs are expected to last between 3-6 months out of the year, resulting in an average of 3-5 FTE's per year of this project.

### **3. Number of People Reached**

SYRCL volunteers will be active in this project from start to finish. We expect that between 20-50 volunteers per year will be trained in monitoring methods, invasive species weed removal techniques, and will be given an educational presentation and handout about why the invasive species we are working with are especially important for reducing fire risk for ecosystem health. In total, we hope to reach between 100-300 people.

In addition, SYRCL will disseminate e-newsletters about this project, which reach over 4000 readers.

### **4. Resources Leveraged for the Sierra Nevada**

**Project Funds:** The US Forest Service will be contributing \$218,280 in matching funds for this project.

**Volunteer Hours:** We expect that between 800-1000 volunteer hours will be counted by the end of this project.

**SIERRA NEVADA CONSERVANCY**  
**SNC Watershed Improvement Program - DETAILED BUDGET FORM**

Project Name: Targed Fuel Reduction in the Tahoe National Forest  
 Applicant: South Yuba River Citizens League

<b>SECTION ONE DIRECT COSTS</b>	<b>Year One</b>	<b>Year Two</b>	<b>Year Three</b>	<b>Year Four</b>	<b>Year Five</b>	<b>Total</b>
<i>Project Management Costs</i>	\$5,000.00	\$5,000.00	\$3,000.00	\$5,000.00		\$18,000.00
<i>Site Prioritization</i>	\$20,000.00	\$20,000.00	\$10,000.00			\$50,000.00
<i>Site Restoration Work Costs- USFS Contract</i>	\$57,000.00	\$57,000.00	\$68,000.00	\$30,000.00		\$212,000.00
<i>Site Restoration Work Costs- SYRCL</i>	\$ 3,000.00	\$5,000.00	\$3,000.00			\$11,000.00
<i>Project Materials &amp; Supplies Purchased</i>	\$5,000.00					\$5,000.00
<b>DIRECT COSTS SUBTOTAL:</b>	<b>\$90,000.00</b>	<b>\$87,000.00</b>	<b>\$84,000.00</b>	<b>\$35,000.00</b>	<b>\$0.00</b>	<b>\$296,000.00</b>

<b>SECTION TWO PARTIAL INDIRECT COSTS</b>	<b>Year One</b>	<b>Year Two</b>	<b>Year Three</b>	<b>Year Four</b>	<b>Year Five</b>	<b>Total</b>
<i>Monitoring</i>	\$10,000.00	\$10,000.00	\$10,000.00	\$5,000.00		\$35,000.00
<i>Publications, Printing, Public Relations</i>	\$500.00	\$500.00	\$500.00			\$1,500.00
<i>Reporting and Perf Measures</i>	\$5,000.00	\$3,000.00	\$3,000.00	\$5,000.00		\$16,000.00
<i>Invoice Billings</i>	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00		\$4,000.00
<b>INDIRECT COSTS SUBTOTAL:</b>	<b>\$10,500.00</b>	<b>\$10,500.00</b>	<b>\$10,500.00</b>	<b>\$5,000.00</b>	<b>\$0.00</b>	<b>\$56,500.00</b>
<b>PROJECT TOTAL:</b>	<b>\$100,500.00</b>	<b>\$97,500.00</b>	<b>\$94,500.00</b>	<b>\$40,000.00</b>	<b>\$0.00</b>	<b>\$352,500.00</b>

<b>SECTION THREE Administrative Costs (Costs may not exceed 15% of the above listed Project costs) :</b>						<b>Total</b>
<i>SYRCL Overhead</i>	\$5,000.00	\$5,000.00	\$5,000.00			\$15,000.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
<b>ADMINISTRATIVE TOTAL:</b>	<b>\$5,000.00</b>	<b>\$5,000.00</b>	<b>\$5,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$15,000.00</b>
<b>SNC TOTAL GRANT REQUEST:</b>	<b>\$105,500.00</b>	<b>\$102,500.00</b>	<b>\$99,500.00</b>	<b>\$40,000.00</b>	<b>\$0.00</b>	<b>\$367,500.00</b>

<b>SECTION FOUR OTHER PROJECT CONTRIBUTIONS</b>	<b>Year One</b>	<b>Year Two</b>	<b>Year Three</b>	<b>Year Four</b>	<b>Year Five</b>	<b>Total</b>
<i>USFS Inkind Support</i>	\$ 72,760.00	\$ 72,760.00	\$ 72,760.00			\$218,280.00
<i>SYRCL Volunteer Support</i>	\$10,560.00	\$10,560.00	\$10,560.00	\$10,560.00		\$42,240.00
<b>Total Other Contributions:</b>	<b>\$83,320.00</b>	<b>\$83,320.00</b>	<b>\$83,320.00</b>	<b>\$10,560.00</b>	<b>\$0.00</b>	<b>\$260,520.00</b>

NOTE: The categories listed on this form are examples and may or may not be an expense related to the project. Rows may be added or deleted on the form as needed. Applicants should contact the SNC if questions arise.

## Appendix F - CEQA/NEPA Compliance Form

(California Environmental Quality Act & National Environmental Policy Act)

*Instructions: All applicants must complete the CEQA compliance section. Check the box that describes the CEQA status of the proposed project. You must also complete the documentation component and submit any surveys, and/or reports that support the checked CEQA status.*

*If NEPA is applicable to your project, you must complete the NEPA section in addition to the CEQA section. Check the box that describes the NEPA status of the proposed project. Submit any surveys, and/or reports that support the NEPA status. For both CEQA and NEPA, submittal of permits is only necessary if they contain conditions providing information regarding potential environmental impacts.*

NOTE: Effective July 1, 2015, AB52 compliance is required.

### **CEQA STATUS**

**(All applicants must complete this section)**

*Check the box that corresponds with the CEQA compliance for your project. The proposed action is either Categorical Exempt from CEQA, requires a Negative Declaration, Mitigated Negative Declaration, or an Environmental Impact Report per CEQA.*

---

#### **Categorical Exemption or Statutory Exemption**

*If a project is exempt from CEQA, all applicants, including public agencies that provide a filed Notice of Exemption, are required to provide a clear and comprehensive description of the physical attributes of the project site, including potential and known special-status species and habitat, in order for the SNC to make a determination that the project is exempt. A particular project that ordinarily would fall under a specific category of exemption may require further CEQA review due to individual circumstances, i.e., it is within a sensitive location, has a cumulative impact, has a significant effect on the environment, is within a scenic highway, impacts an historical resource, or is on a hazardous waste site. Potential cultural/archaeological resources must be noted, but do not need to be specifically listed or mapped at the time of application submittal. Backup data informing the exemption decision, such as biological surveys, Cultural Information Center requests, research papers, etc. should accompany the full application. Applicants anticipating the SNC to file an exemption should conduct the appropriate surveys and submit an information request to an office of the California Historical Resources Information System (CHRIS).*

1. Describe how your project complies with the requirements for claiming a Categorical or Statutory Exemption per CEQA:

The USFS has conducted surveys of the project area that satisfy NEPA and found no significant impact for sensitive species and cultural resources. We believe that upon review, the SNC will find that this project is applicable for a exemption.

Per applicant, SNC is requested to serve as Lead Agency for CEQA (PE) 4/1/2016

2. If your organization is a state or local governmental agency, submit a signed, approved Notice of Exemption (NOE) documenting the use of the Categorical Exemption or Statutory Exemption, along with any permits, surveys, and/or reports that have been completed to support this CEQA status. The Notice of Exemption must bear a date stamp to show that it has been filed with the State Clearinghouse and/or County Clerk, as required by CEQA.
3. If your organization is a nonprofit, there is no other California public agency having discretionary authority over your project, and you would like the SNC to prepare a NOE for your project, let us know that and list any permits, surveys, and/or reports that have been completed to support the CEQA status. All supplementary documentation must be provided to the SNC before the NOE can be prepared.

SYRCL would like to request that the Sierra Nevada Conservancy prepare a NOE for this project. NEPA documentation is being finalized by the Tahoe National Forest (see attachment) in which a Categorical Exclusion is being proposed. To date, surveys have been completed for threatened and endangered species and cultural surveys in the areas where the work is being proposed.

- 
- Negative Declaration OR**  
 **Mitigated Negative Declaration**

*If a project requires a Negative Declaration or Mitigated Negative Declaration, then applicants must work with a qualified public agency, i.e., one that has discretionary authority over project approval or permitting, to complete the CEQA process.*

1. Describe how your project complies with the requirements for the use of a Negative Declaration or a Mitigated Negative Declaration per CEQA:

2. Submit the approved Initial Study and Negative Declaration/Mitigated Negative Declaration along with any Mitigation Monitoring or Reporting Plans, permits, surveys, and/or reports that have been completed to support this CEQA status. The IS/ND/MND must be accompanied by a signed, approved Notice of Determination, which must bear a date stamp to show that it has been filed with the State Clearinghouse and/or County Clerk, as required by CEQA.

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**Environmental Impact Report**

*If a project requires an Environmental Impact Report, then applicants must work with a qualified public agency, i.e., one that has discretionary authority over project approval or permitting, to complete the CEQA process.*

1. Describe how your project complies with the requirements for the use of an Environmental Impact Report per CEQA:

2. Submit the Draft and Final Environmental Impact Report along with any Mitigation Monitoring or Reporting Plans, permits, surveys, and/or reports that have been completed to support this CEQA status. The EIR documentation must be accompanied by a signed, approved Notice of Determination, which must bear a date stamp to show that it has been filed with the State Clearinghouse and/or County Clerk, as required by CEQA.

### **NEPA STATUS**

*Check the box that corresponds with the NEPA compliance for your project.*

**Categorical Exclusion**

Submit the signed, approved Decision Memo and Categorical Exclusion, as well as documentation to support the Categorical Exclusion, including any permits, surveys, and/or reports that have been completed to support this NEPA status.

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**Environmental Assessment & Finding of No Significant Impact**

Submit the signed, approved Environmental Assessment and Finding of No Significant Impact along with any permits, surveys, and/or reports that have been completed to support this NEPA status.

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**Environmental Impact Statement**

Submit the Draft and approved, Final Environmental Impact Statement, along with the Record of Decision and any permits, surveys, and/or reports that have been completed to support this NEPA status.

## AMERICAN AND YUBA RIVER RANGER DISTRICT - SMALL PROJECT INITIATION FORM

### West Zone Invasive Plant Treatment CE

Project Coordinator: Wendy Boes

Project Time Frame:

To be eligible for SNC grant funding cycle FY 16, decision needed by February 26<sup>th</sup>. Implementation planned for late FY 16.

Location:

The locations of the invasive plant infestations proposed for treatment are throughout the American and Yuba River Ranger Districts in Placer, Nevada, Yuba and Sierra County.

Planned NEPA Documentation: Categorical Exclusion 36 CFR 220.6(e)(6) Timber stand and/or wildlife habitat improvement activities that do not include the use of herbicides or do not require more than 1 mile of low standard road construction.

### Project Description and Proposed Activities

The purpose of this project is to remove nonnative invasive plant infestations using manual and/or mechanical removal techniques. This project aims to both treat known infestations, and to give authorization to treat newly discovered infestations, through an Early Detection/Rapid Response (EDRR) approach using an Annual Review Process (described below). Nonnative invasive plant treatments will include hand pulling, hand cutting, digging, pulling with tools such as a weed wrench, weed-whacking, and/or solarization (covering with plastic or other smothering materials). Sites that nonnative invasive plants are removed from will be assessed for restoration need and potential, and if active restoration is deemed appropriate seeding and/or planting of native plants may occur.

Depending on the amount of treated material (invasive plants), additional treatment of this material (biomass) could include placing in piles and burning. If the biomass material is minimal and there is little chance for reinfestation from the removed material, the material could be scattered or piled on site, or the material may be bagged and removed from site for disposal.

#### Scale and Scope

Approximately 60% of the known infestation sites proposed have been treated at least once, if not multiple times. There are 200 infestations being proposed for treatment on the American River RD, and 557 proposed for treatment on the Yuba River RD. Locations off forest or on private lands will not be treated. The anticipated rate of treatment is 200-700 acres per year across both districts. Infestations range in size from .01 acres to over 100 acres (Figure 1). Infestations that will be treated under the EDRR approach are the most likely to occur along roads, administrative sites (e.g. campgrounds), trails, and other areas of historic or recent disturbance.

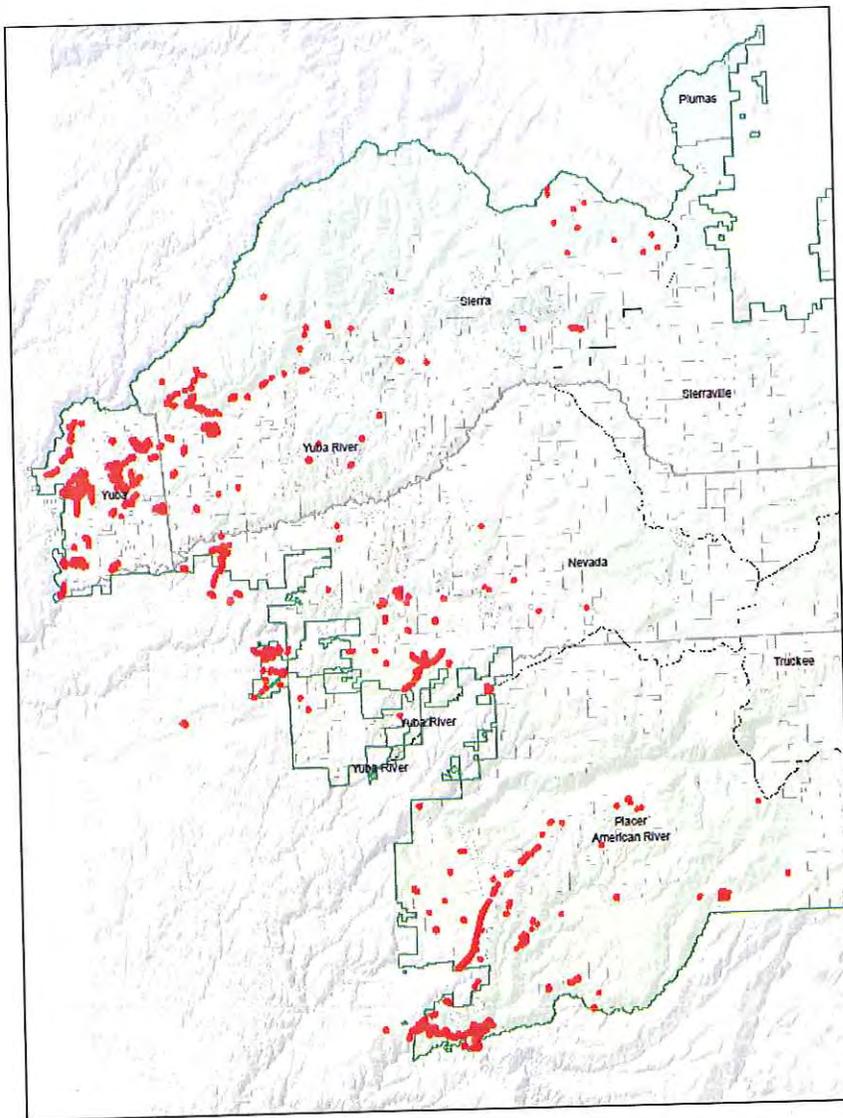


Figure 1: Location of known infestations on Yuba and American River Ranger Districts.

### Annual Review Process

There will be an annual review process where intended treatments for the upcoming field season will be reviewed by specialists. Guidelines for Annual Review Process, include a review and documentation of treatment options, a checklist of minimum management requirements (MMRs), and an Integrated Pest Management Treatment Card (example in Appendix A). A treatment card would be completed for each annual treatment site to ensure that the selected alternative is properly implemented. Resource specialists would review maps showing the annual program of work, and any newly found infestations proposed for treatments would be highlighted. Resource specialists would specify applicable MMRs and required notifications.

1. Update Invasive Plant Database based upon annual inventories and map sites proposed for treatment. This step incorporates information from surveys and monitoring to update the invasive plant database by December 1 of each year.
2. Develop the annual treatment plan. Annual planned treatment areas and methods would be proposed by the West Zone botanist using the Guidelines for Annual Implementation provided in Appendix D. This step would identify the preferred method of treatment and the Project Design Features applicable to each infestation proposed for treatment. Maps of annual planned treatment areas with newly discovered infestations highlighted, and descriptions of treatment methods would be developed by the Forest Invasive Species Coordinator.
3. Annual Treatment Plan Review. Prior to implementing treatments, reviews of the annual treatment plans would be completed by an Assessment Review Team consisting of resource specialists addressing heritage resources, hydrology, soils, botany, terrestrial wildlife, aquatic wildlife, recreation, and range resources. Reviews would confirm use of the MMRs or would identify any changes needed to ensure that the effects of proposed treatments would be within the range of those analyzed in the selected alternative. The review process would be documented on invasive species treatment cards where MMRs or limitations specific to the treatment area would be documented, and the cards would be used in the field during invasive species treatments.
4. Treatment and Post-Treatment Monitoring and Adaptive Management. Effectiveness of treatment and effectiveness of MMRs would be monitored.

### Minimum Management Requirements

Commented [WB1]: draft pulled from the ENF except for TES plants fuels and hydro and soils, completed by TNF staff.

#### Heritage Resources

1. The Forest Archeologist will be consulted during the Annual Implementation Process to confirm that all treatments conform to provisions within the Sierra Programmatic Agreement.

### Terrestrial and Aquatic Wildlife Resources

1. Use of mechanical equipment (e.g. weed whacker) will be prohibited within ¼ mile of bald eagle, California spotted owl, or northern goshawk nest sites during the following breeding season periods unless surveys confirm that birds are not nesting:

spotted owl: March 1 - August 15

northern goshawk: February 15 – September 15

bald eagle: January 1 – August 15

Use of mechanical equipment would be excluded from the LOP if it is within a 100-foot buffer of regularly used roads or facilities. Non-mechanical treatments during the breeding seasons would not occur within a 132- foot visual buffer of a nest tree for more than one hour (FWS 2006).

### Sensitive Plants and Native Vegetation

1. During the Annual Implementation Process, a botanist will review treatment sites that are within 500 feet of sensitive and special interest plant occurrences. Where needed, sensitive plant buffers will be flagged prior to treatments.
2. Invasive plant treatments on gabbro or serpentine soils will not occur unless surveys for *Packeria layneae* and *Calystegia stebbinsii* have been completed. Buffers of 25' will be applied to any occurrences to ensure no effects to these species.
3. Treatment areas with bare soil created by the treatment of invasive plants will be evaluated for restoration and revegetation by the area Botanist and Soil Scientist. Best Management Practices (BMPs), such as weed-free ground cover, will be implemented as needed.
4. Where treatments occur within TES or watchlist plant occurrences, the West Zone botanist will instruct workers in the proper identification of plant species to be avoided and ensure that individual TES plants are protected.

### Soil and Water Resources

1. Hand pulling or wrenching of invasive plants along streambanks or natural lake or pond shorelines will not exceed 20 percent of the stream reach or 20 percent of the shoreline.
2. Maintain effective soil cover<sup>1</sup> as follows: 70% or greater on slopes exceeding 35%, shallow soils or other soils with high runoff potential, soils within RCAs;

---

<sup>1</sup> (Effective soil cover shall be defined as ..."living vegetation (grasses, forbs and prostrate shrubs), plant and tree litter (fine organic matter), surface rock fragments, and applied mulches (straw or chips)" (Region 5 Soil Quality Standards). Surface rock fragments do not include those fragments partially imbedded in the soil surface).

effective soil cover of 50% or greater for all other areas. Apply weed free mulch where treatment causes effective soil cover to be deficient. It is not necessary to consider effective soil cover where soil cover is not normally expected such as road treads and quarries.

**Fuel and Fire Resources**

1. Any piles needing to be burned from pulling and piling invasive plants. will be gps'd and submitted to fuels staff for burn plan.

**Appendix A: Annual Review Treatment Card Example**

**IPM Treatment Record Card**

**Site Name: Scotch Broom**

**NRIS infestations: CYSC4-MKBELIEVE**

**Facts ID: 3INV000025001**

**Infested Area: 2 acres**

**Location and Description:** Infestations are scattered through the make believe project area along roads.

**List of resource concerns known at site** (eg. Roadside ditches, riparian vegetation, shallow soils, springs seeps, etc) None

**Invasive species Present:** Scotch Broom (*Cytisus scoparius*)

**Prescription:** (see IPM treatment review) Hand pull small individuals, use weed wrench to pull larger individuals.

**Applicable Minimum Management Requirements**

**Aquatic:** None

**Botany:** None

**Cultural:** None

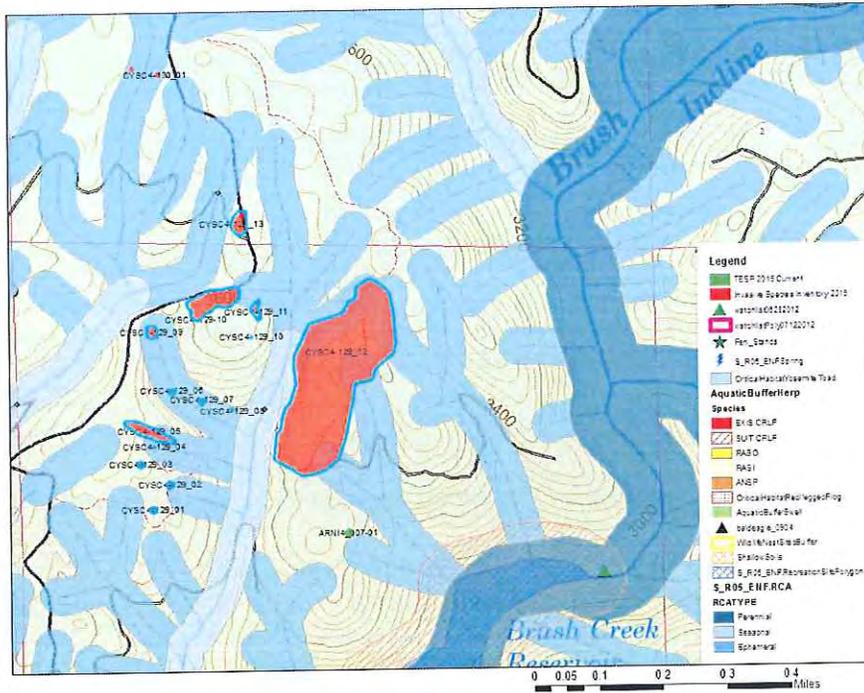
**Wildlife:** None

**Soils:** 1 and 2

**Range:** None

**Recreation/Special Uses/Visual Resources:** None

**Fuels:** 1



Other information (e.g. partners, notifications, monitoring sites):

**Effectiveness Monitoring Results**

Year	Density	Recommended Treatment
------	---------	-----------------------

**Restoration Needs/Results:**

No restoration needs have been identified.

Resource Area	Comments			
Archeology				
Botany				
Wildlife				
Fish and Amphibians				
Soil/Water				
Minerals				
Recreation				
Silviculture				
Fire/Fuels				
Special Uses				
Vegetation				
Engineering				
Range				

Data for these known locations can be found at:  
T:\FS\NFS\Tahoe\Project\YubaRiver\InvasivePlantManagementCE2016

Please return to: Wendy Boes/Courtney Rowe





## Rachel Hutchinson

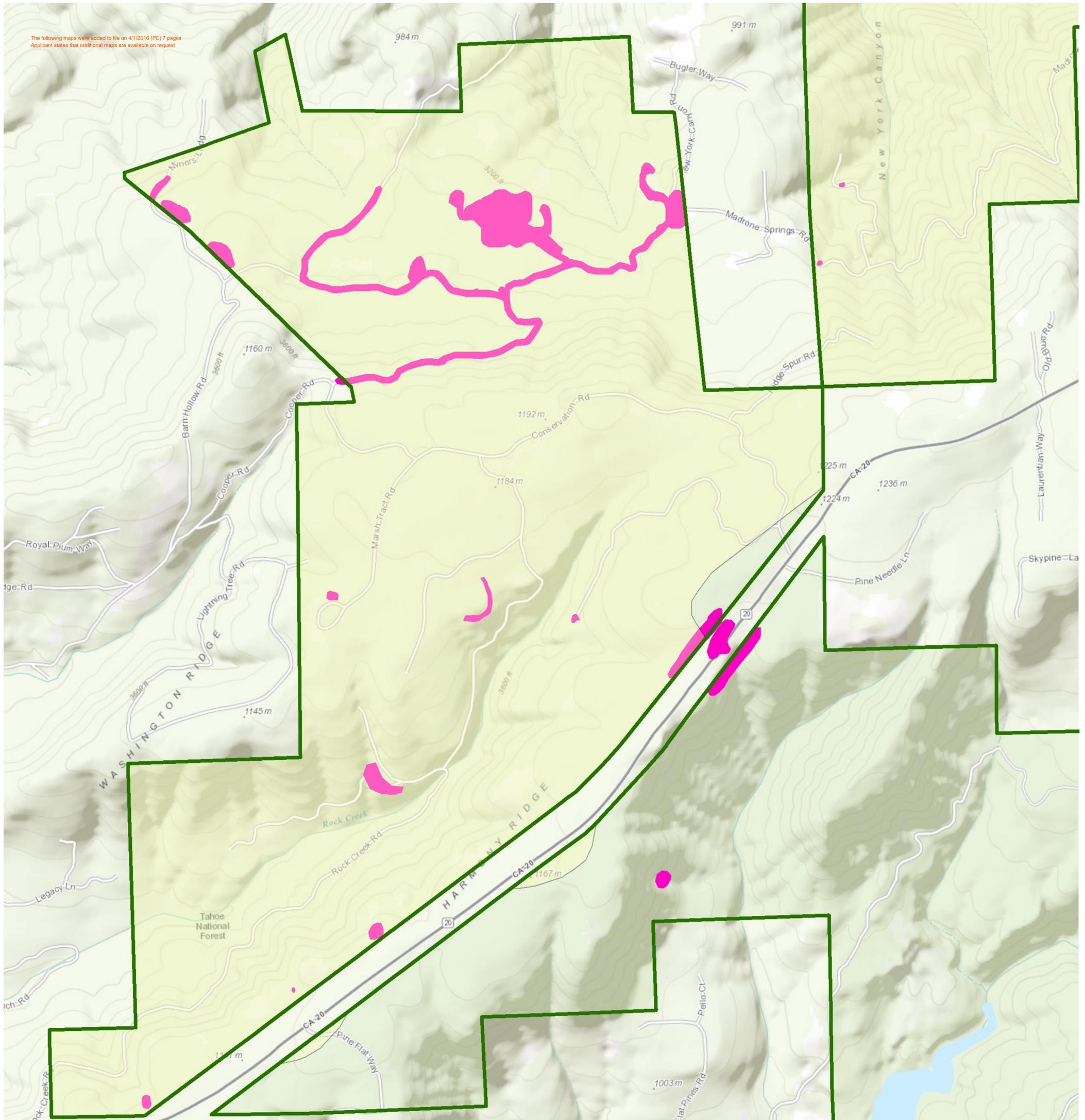
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**From:** Ilano, Eli -FS <eilano@fs.fed.us>  
**Sent:** Thursday, February 25, 2016 3:07 PM  
**To:** Rachel Hutchinson  
**Cc:** Boes, Wendy -FS; Caleb Dardick; Purchase, Carol E -FS; Woodbridge, Michael J -FS  
**Subject:** Land Tenure

The Tahoe National Forest has land tenure and access to the National Forest System lands within the project area proposed by SYRCL to the Sierra Nevada Conservancy. These lands are expected to be retained as part of the National forest System for the foreseeable future, thereby maintaining land tenure and access. Tahoe National Forest will continue to grant access to SYRCL to inventory, treat, and monitor invasive species populations in the project area into the future.

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The following maps were added to file on 4/1/2016 (PE) 7 pages  
Applicant states that additional maps are available on request



## South Yuba Project Area 1 New York Canyon

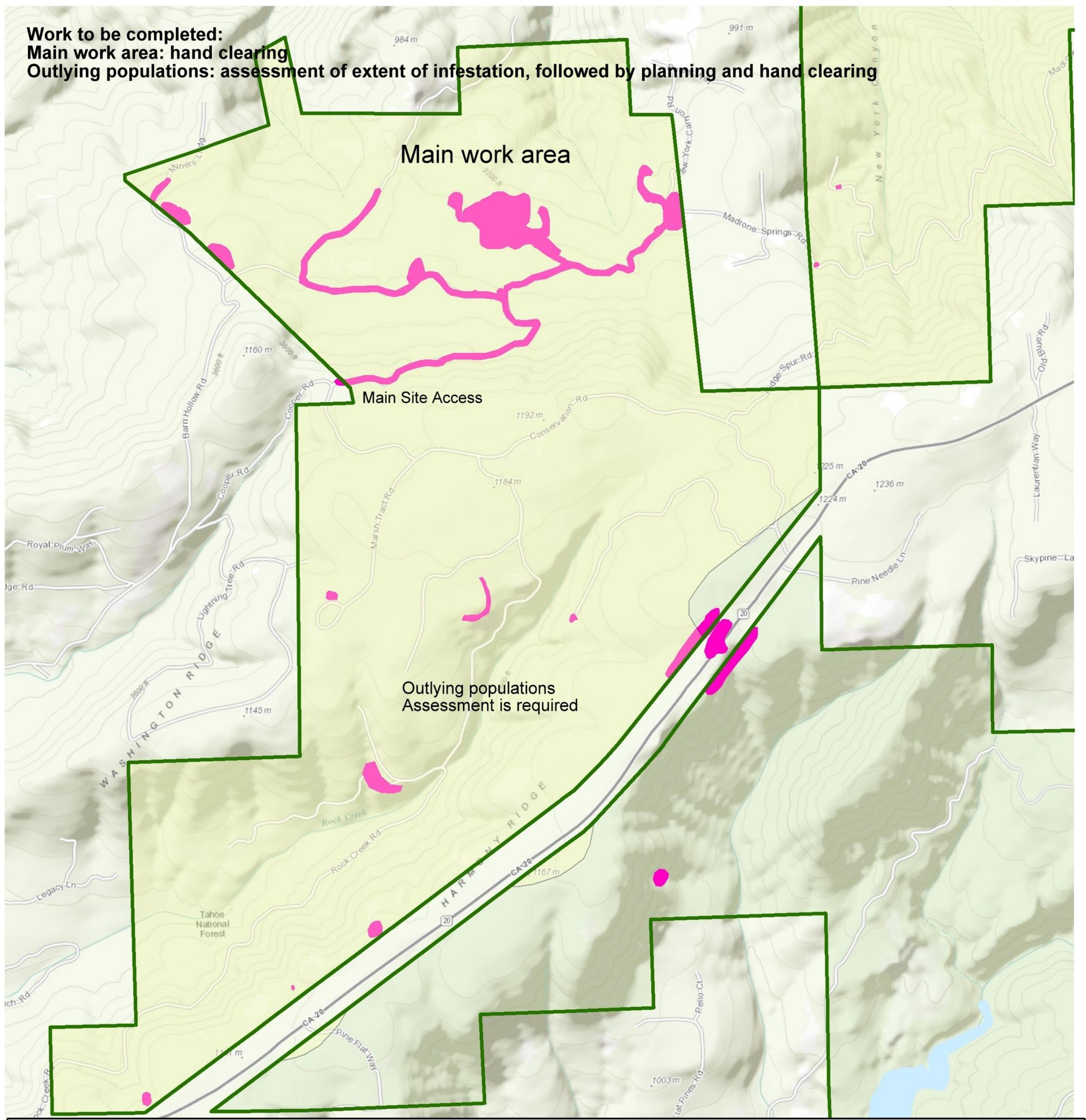
-  Project Area
-  Invasive Species
-  Yuba River Watershed
-  American River Watershed
-  Tahoe National Forest Boundary



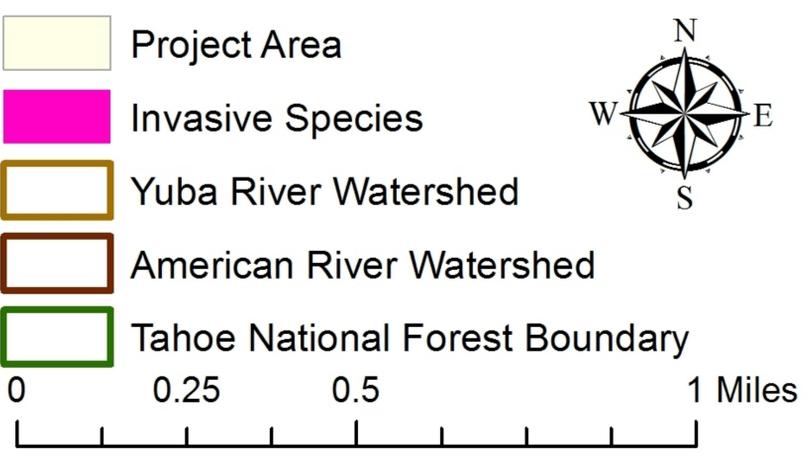
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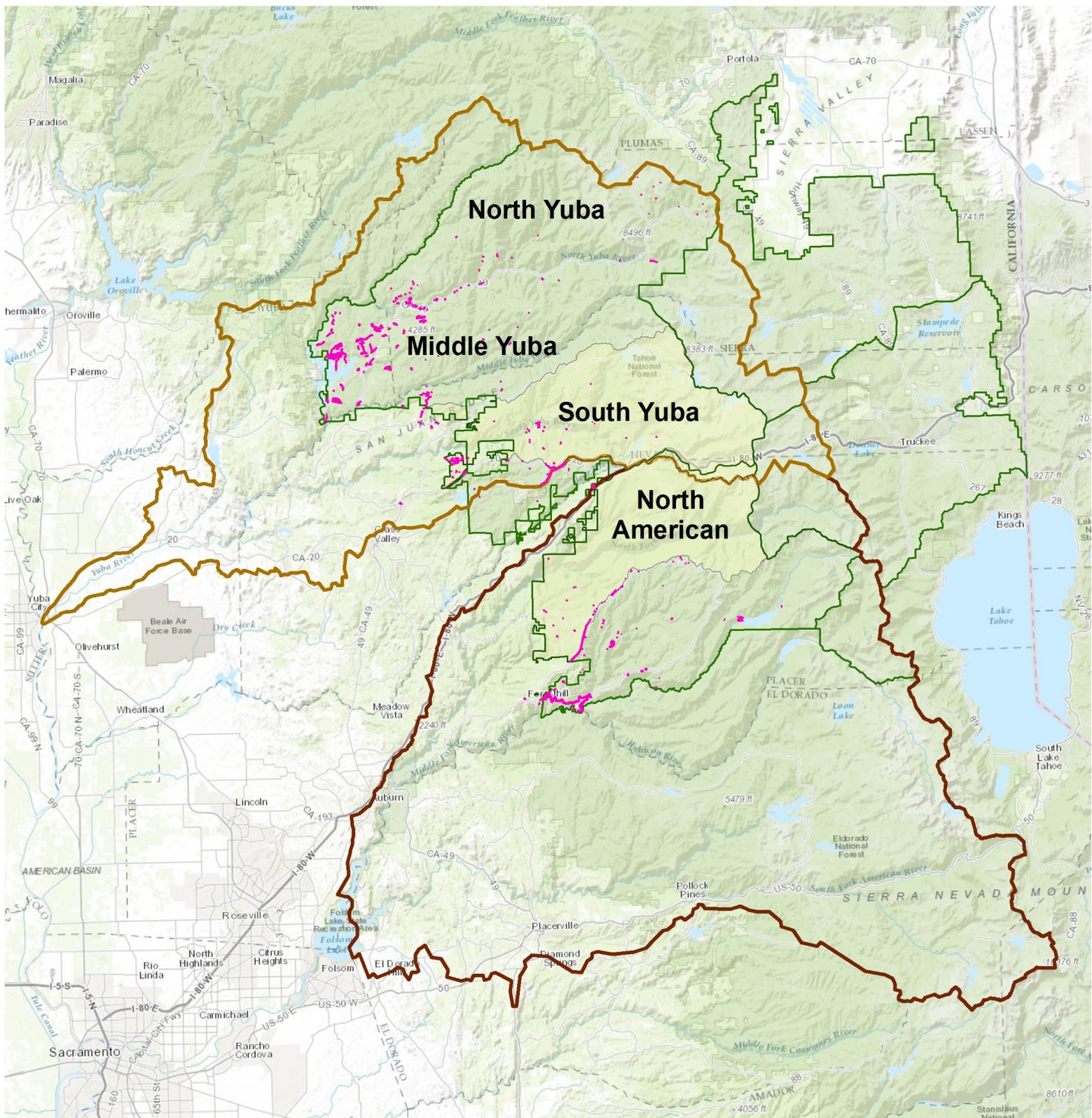


**Work to be completed:**  
**Main work area: hand clearing**  
**Outlying populations: assessment of extent of infestation, followed by planning and hand clearing**



## South Yuba Project Area 1 New York Canyon



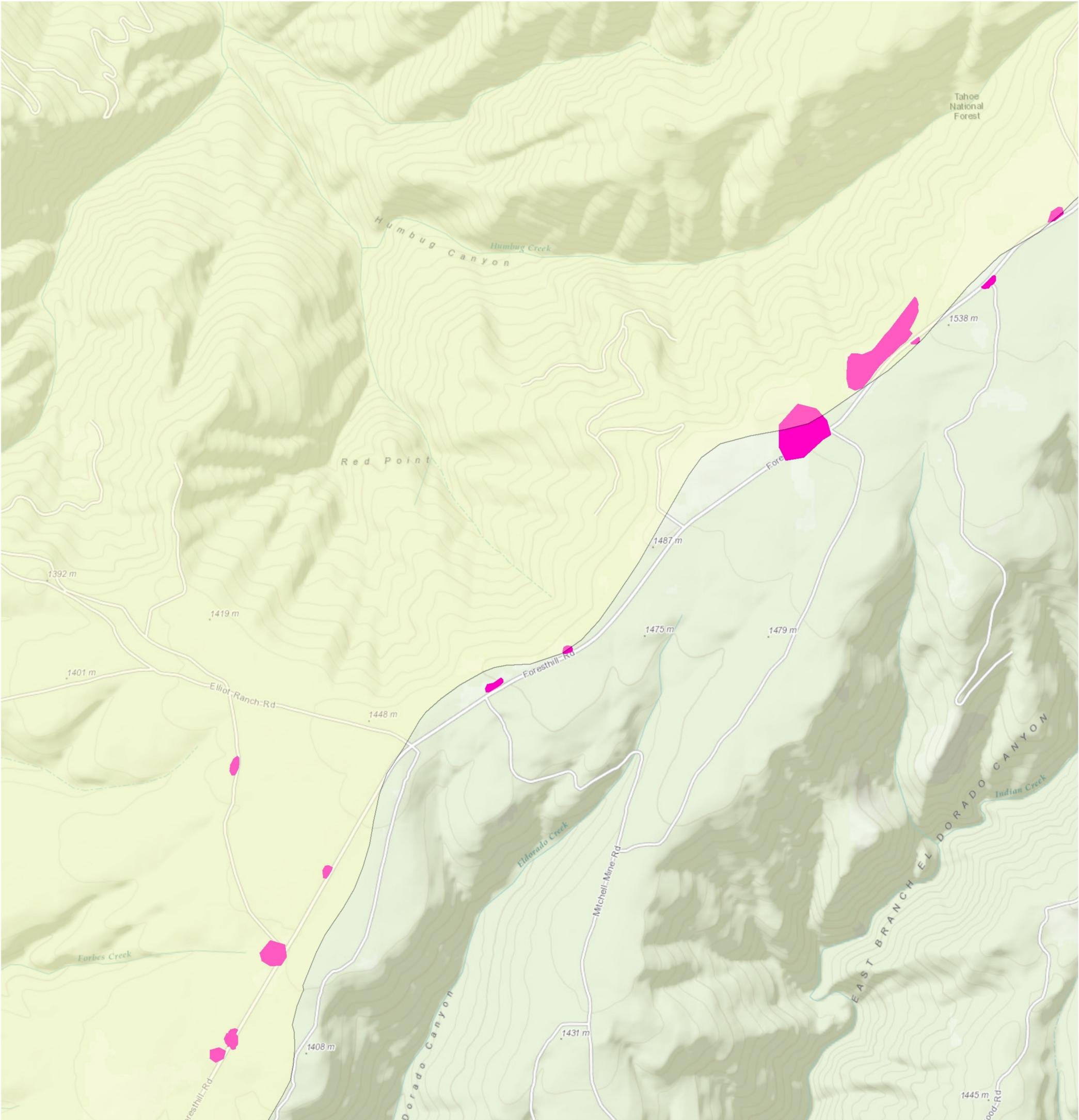


# Yuba River & American River Watersheds

- Invasive Species
- Project Area
- Yuba River Watershed
- American River Watershed
- Tahoe National Forest Boundary

0    5    10    20 Miles





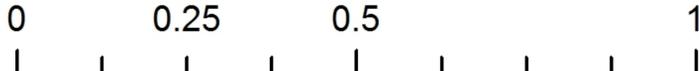
# North American Project Area 1

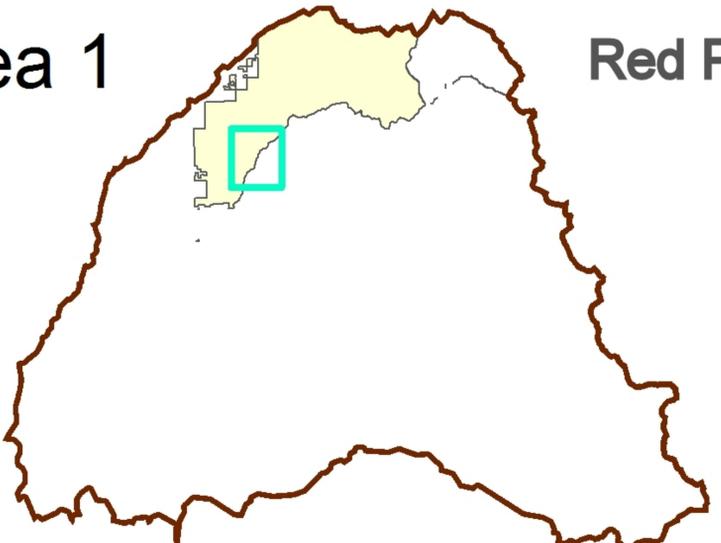
# Red Point

-  Project Area
-  Invasive Species
-  Yuba River Watershed
-  American River Watershed
-  Tahoe National Forest Boundary



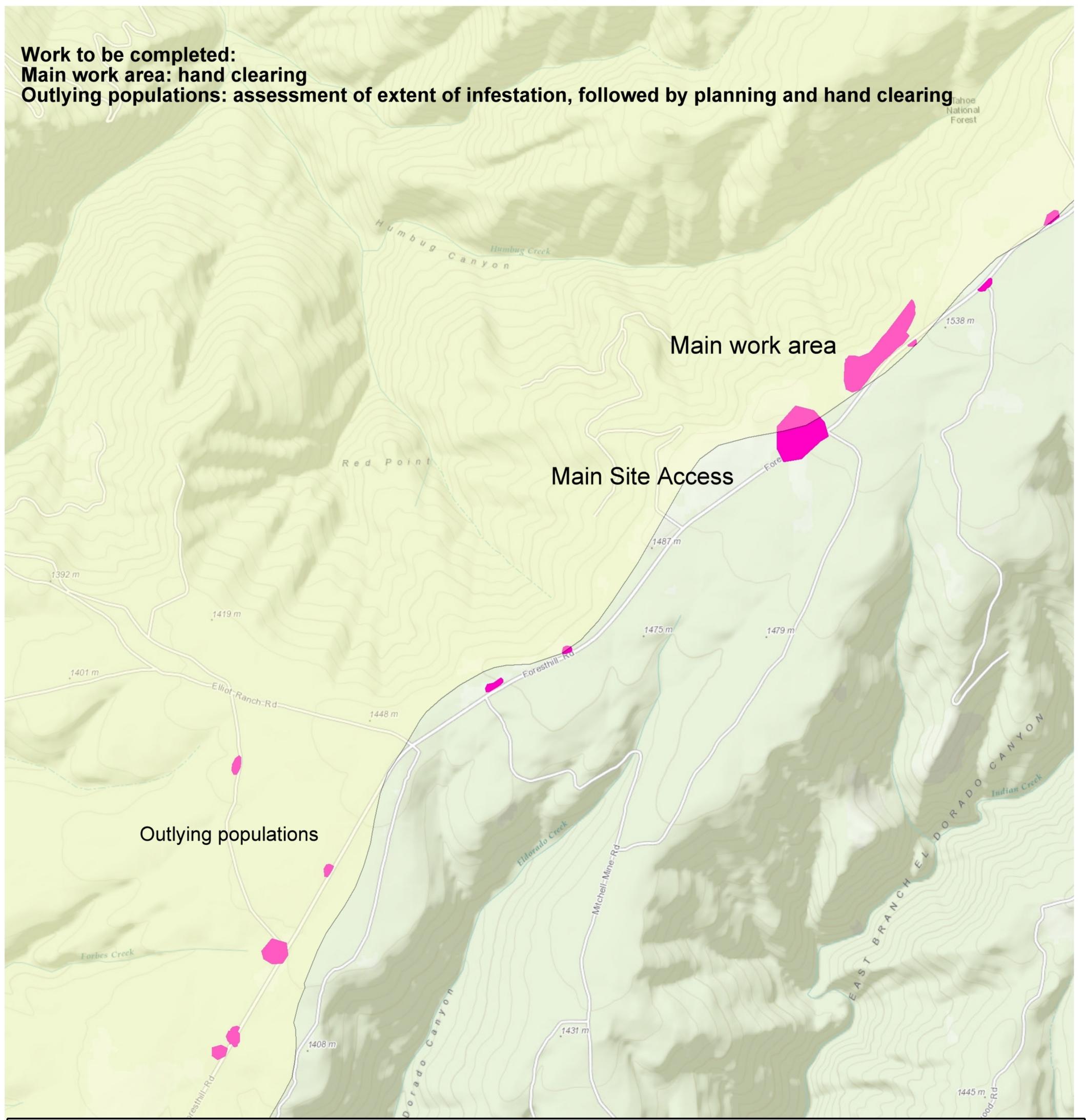
0      0.25      0.5      1 Miles





**Work to be completed:**  
**Main work area: hand clearing**  
**Outlying populations: assessment of extent of infestation, followed by planning and hand clearing**

Tahoe National Forest



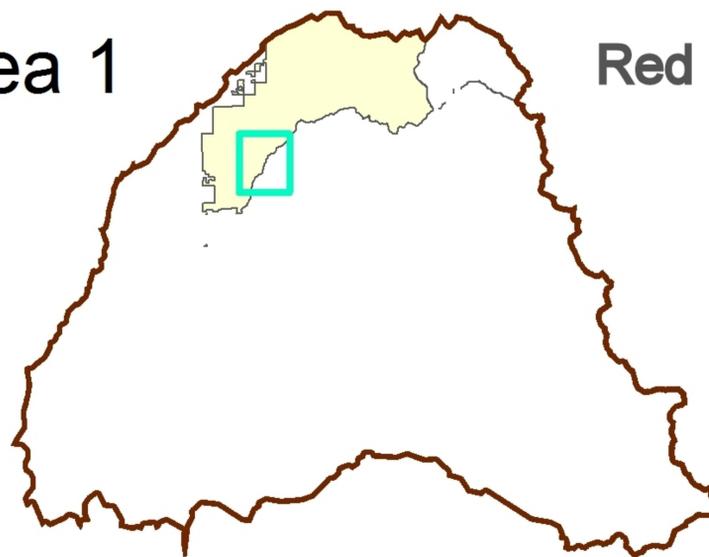
# North American Project Area 1

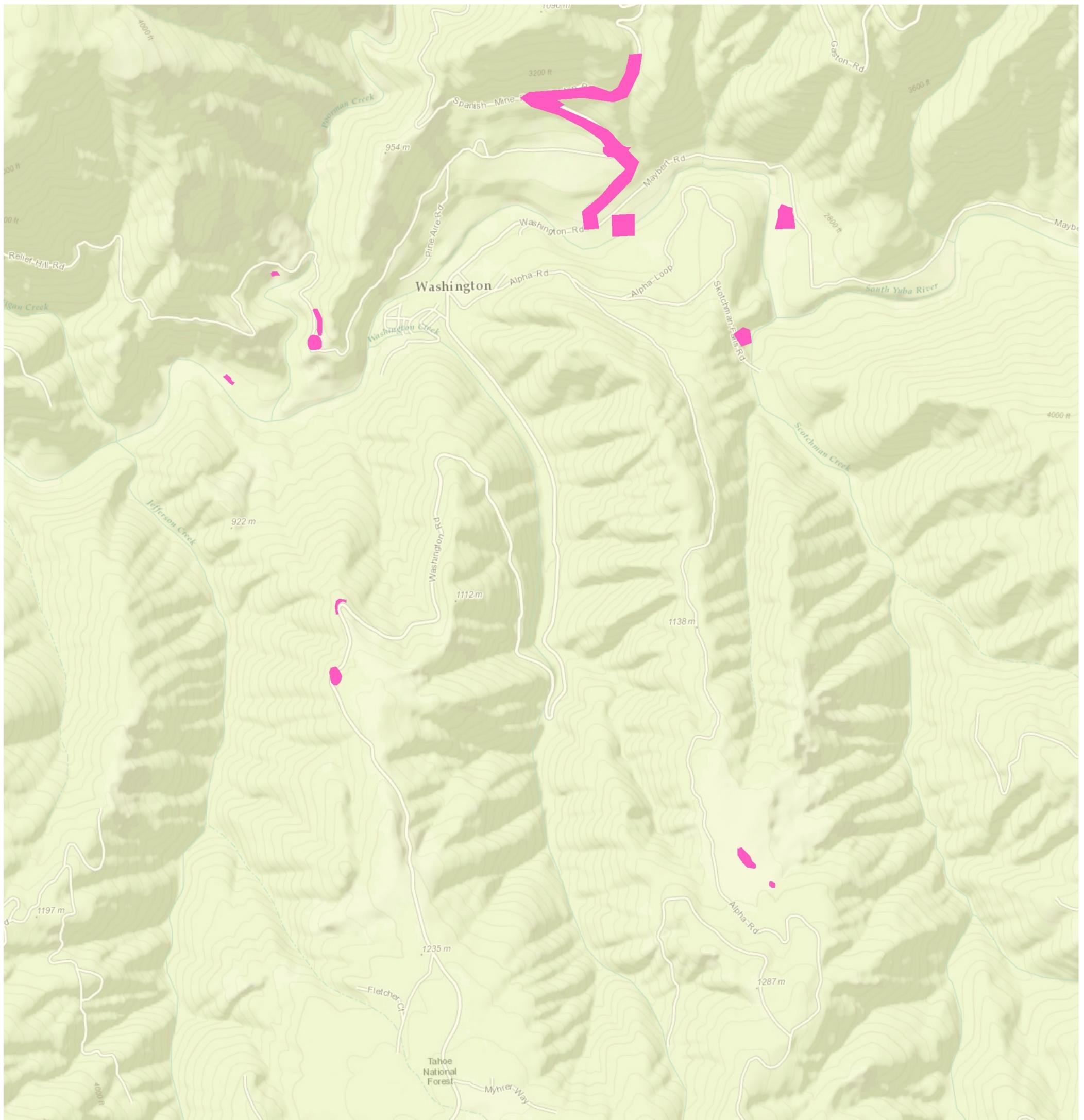
## Red Point

- Project Area
- Invasive Species
- Yuba River Watershed
- American River Watershed
- Tahoe National Forest Boundary



0 0.25 0.5 1 Miles





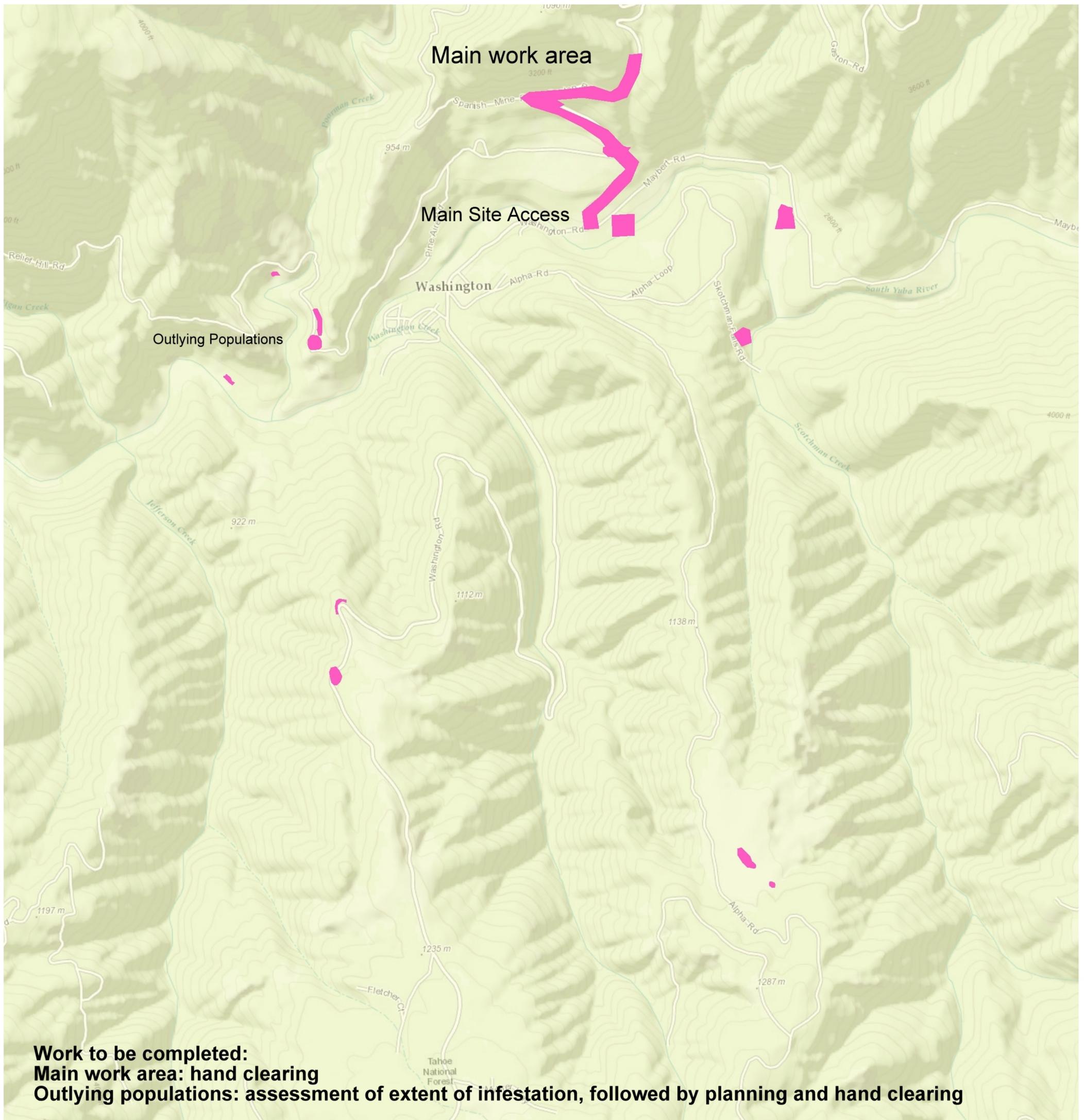
## South Yuba Project Area 2 Spanish Mine

-  Project Area
-  Invasive Species
-  Yuba River Watershed
-  American River Watershed
-  Tahoe National Forest Boundary



0 0.25 0.5 1 Miles





## South Yuba Project Area 2 Spanish Mine

