

Appendix B - Full Application Checklist

SNC Reference#: _____

Project Name: Rim Fire - Reed Creek Aspen Restoration Project

Applicant: California Conservation Corps

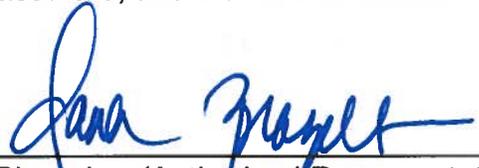
Please mark each box if item is included in the application. Please consult with SNC staff prior to submission if you have any questions about the applicability to your project of any items on the checklist. All applications must include a CD including an electronic file of each checklist item, if applicable. 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 5a 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)

February 26, 2016
 Date

Dana Brazelton, Manager, Special Projects, CCE
 Name and Title (print or type)

SIERRA NEVADA CONSERVANCY	
PROPOSITION 1 – Watershed Improvement Program Project Information Form	
SNC REFERENCE #	
PROJECT NAME	
APPLICANT NAME (<i>Legal name, address, and zip code</i>)	
AMOUNT OF GRANT REQUEST	
TOTAL PROJECT COST	
PROJECT LOCATION (<i>County with approx. lat/long, center of project area</i>)	
SENATE DISTRICT NUMBER	ASSEMBLY DISTRICT NUMBER
PERSON WITH MANAGEMENT RESPONSIBILITY FOR GRANT CONTRACT	
<i>Name and title</i>	<i>Phone</i>
	<i>Email Address</i>
<input type="checkbox"/> Mr.	
<input type="checkbox"/> Ms.	
TRIBAL CONSULTATION CONTACT(S) INFORMATION	
<i>Name:</i>	<i>Phone Number:</i>
<i>Email address:</i>	
COUNTY ADMINISTRATOR OR PLANNING DIRECTOR CONTACT INFORMATION	
<i>Name:</i>	<i>Phone Number:</i>
<i>Email address:</i>	
NEAREST PUBLIC WATER AGENCY CONTACT INFORMATION	
<i>Name:</i>	<i>Phone Number:</i>
<i>Email address:</i>	

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

Total Acres:

SNC Portion (if different):

Acquisition Projects Only For Acquisitions Only

Appraisal Included

Select one primary Pre-Project deliverable

Permit

CEQA/NEPA Compliance

Appraisal

Condition Assessment

Biological Survey

Environmental Site Assessment

Plan

Appendix E: California Conservation Corps and Certified Community Conservation Corps

As the applicant for this project, the California Conservation Corps is already planning on being involved.

Please also see attached California Association of Local Conservation Corps (CALCC) Consultation Form declining involvement in the project.

Eidman, Patrick@SNC

From: Prop1 Community Corps <inquiry@prop1communitycorps.org>
Sent: Tuesday, September 01, 2015 12:17 PM
To: Brazelton, Dana@CCC; Prop 1@CCC
Cc: crystal@caleec.com
Subject: Re: CALCC Consultation Review Requested: Rim Fire Conifer Removal and Fencing Project

Hello Dana,

Thank you for contacting the Local Conservation Corps. Unfortunately, we are unable to participate in this project. Please include this email with your application as proof that you reached out to the Local Conservation Corps.

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 NOT feasible for CALCC to be used on the project (deemed compliant)

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

On Mon, Aug 31, 2015 at 3:50 PM, Prop1 Community Corps <inquiry@prop1communitycorps.org> wrote:

Hello Dana,

Thank you for your inquiry. We are looking into your request and will get back to you by September 7th.

Thank you,

Dominique

On Mon, Aug 31, 2015 at 3:44 PM, Dominique Lofton <dominique@caleec.com> wrote:

----- Forwarded message -----

From: Crystal Muhlenkamp <crystal@caleec.com>

Date: Mon, Aug 31, 2015 at 3:01 PM

Subject: Fwd: CALCC Consultation Review Requested: Rim Fire Conifer Removal and Fencing Project

To: Danielle Lynch <danielle@caleec.com>, Dominique Lofton <dominique@caleec.com>

Prop 1 inquiry; please review below and contact the appropriate corps to inquire whether there is interest in working on this project and respond to Dana (please cc me). Let me know if you have any questions. Thanks!

Sent from my iPhone

Begin forwarded message:

From: "Brazelton, Dana@CCC" <Dana.Brazelton@CCC.CA.GOV>

Date: August 31, 2015 at 1:53:13 PM PDT

To: "Crystal Muhlenkamp (crystal@caleec.com)" <crystal@caleec.com>

Cc: "Hsieh, Wei@CCC" <Wei.Hsieh@CCC.CA.GOV>

Subject: CALCC Consultation Review Requested: Rim Fire Conifer Removal and Fencing Project

Hi Crystal,

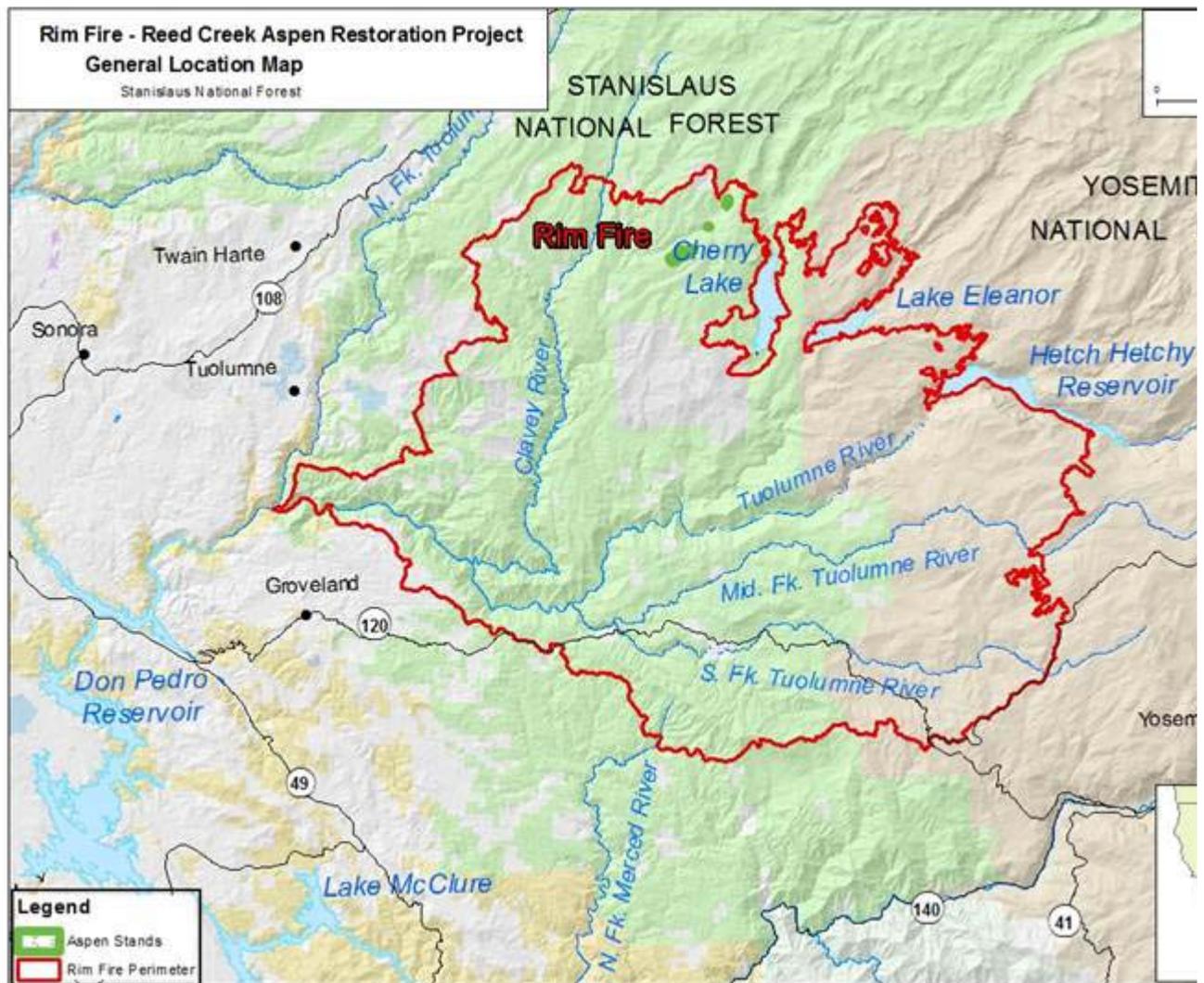
The CCC is applying for a Prop 1 grant from the Sierra Nevada Conservancy for a conifer removal and temporary fencing installation project in the footprint of the Rim Fire (Stanislaus National Forest).

Here is the project description:

The project area lies within the Reed Creek watershed (HUC12: 180400090802), within the larger Clavey River watershed in the Rim Fire. Six aspen stands (~22.5 acres) are proposed for conifer removal treatment; two of these stands are located within larger thinning units (226 and 229). This project would only be addressing the aspen restoration in the larger two thinning units. Aspen treatments would consist of removing most conifers up to 30 inches diameter-at-

breast-height (dbh) growing within the aspen stand and for 50-150 feet beyond the extent of the stand to provide more sunlight. The project area would be temporarily fenced to protect newly sprouting aspen from wild ungulate and domestic livestock browsing during the few years of aspen restoration until the aspen reach above browse height (4-5 feet). Conifers would be cut by hand and piled and burned or chipped outside of the aspen stand utilizing the California Conservation Corps (CCCs). Some material may also be left on the ground to the extent where it is not a fuels concern.

Here is a Project location map:



CCC would like to know if any Local Conservation Corps is interested in participating in this project, if it is funded. The grant will not be awarded until Spring 2016 with work targeted to start late Spring or early Summer 2016.

Please respond to this email with a consultation review document indicating any Local Corps' interest or lack thereof by October 1, 2015.

Let me know if you have questions regarding this.

Thanks,

Dana Brazelton

Manager, Special Projects Support Unit

California Conservation Corps

1719 24th Street

Sacramento, CA 95816

[\(916\) 341-3208](tel:9163413208)

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Dominique Lofton | Program Assistant
Environmental & Energy Consulting
1121 L Street, Suite 400
Sacramento, CA 95814
[916.426.9170](tel:916.426.9170) | dominique@caleec.com



CALIFORNIA CONSERVATION CORPS**Executive Office**

1719 24th Street, Sacramento, CA 95816
(916) 341-3207 FAX (877) 315-5085
www.ccc.ca.gov



February 25, 2016

Bob Kingman
Assistant Executive Officer
Sierra Nevada Conservancy
11521 Blocker Drive, Suite 205
Auburn, CA 95603

Dear Bob,

The California Conservation Corps, in partnership with the Stanislaus National Forest, is applying to the Sierra Nevada Conservancy for Prop 1 funding for the Rim Fire - Reed Creek Aspen Restoration Project. One of the requirements of the grant application is providing appropriate authorization to apply for the funding.

To help the California Conservation Corps (CCC) meet its statutory mandate, the Legislature granted the CCC's Director the authority to take a number of actions, including to "[a]pply for and accept grants or contributions of funds from any public or private source." (Ca. Public Resources Code, § 14306 (e).) Thus, the CCC has authorization to apply for and accept the Prop 1 funding for the Rim Fire - Reed Creek Aspen Restoration Project. Moreover, I wholeheartedly support this project application and look forward to our involvement in this critical restoration work.

Please do not hesitate to contact me with any questions about the foregoing or concerning any other issues related to the CCC.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Bruce Saito', is written over a light blue circular stamp.

Bruce Saito
Director

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2. Table of Contents

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3. Full Project Information Form – See Appendix C

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5. Authorization or Resolution to Apply – See Appendix G

Per the SNC Proposition 1 Grant Guidelines eligible applicants include public agencies (any city, county, special district, joint powers authority, state agency). The California Conservation Corps (CCC) is a state agency that puts together young people and the environment, to the benefit of both. Corpsmembers are young men and women between the ages of 18 and 25. They sign up for a year of working outdoors to improve California's natural resources. They also assist with emergency response: fighting fires, floods, earthquakes and pest infestations.

The Director of the CCC is authorized under Public Resources Code, §14306 (e) to apply for and accept grant funding on behalf of the CCC. See Appendix F for the Director's Letter of Authorization.

6. Narrative Descriptions

A. Project Description

Project Name: Rim Fire - Reed Creek Aspen Restoration Project.

Current Condition and Project Purpose

Quaking aspens, also called trembling aspens, are named for their leaves. Flat leaves attach to branches with lengthy stalks called petioles, which quake or tremble in light breezes. Quaking aspens regularly grow in dense, pure stands, creating a stunning golden vista when their leaves change color in the fall. The white bark is one identifying characteristic of this tree, but the bark is special for more reasons than just its unique appearance. The bark layer of quaking aspens carries out photosynthesis, a task usually reserved for tree leaves. In winter, when other deciduous trees are mostly dormant, quaking aspens are able to keep producing sugar for energy. Deer, moose, and elk seek shade from aspen groves in summer. These same animals consume bark, leaves, buds, and twigs of quaking aspen throughout the year. Ruffed grouse is especially dependent on quaking aspen for food and nesting habitat. People use quaking aspen for fuel and to make paper, particle board, furniture, and hamster bedding. Aspen provides many ecological benefits to resource users including protection of watersheds from erosion, some protection against rapid wildfire advance, increased biological diversity in the species rich grass-forb understory, wood fiber, wildlife habitat, forage for domestic livestock and native ungulates, recreational sites, esthetic considerations (e.g., fall leaf colors), and more water yield than conifers. They are also considered islands of habitat diversity amidst a sea of conifers because they support unique invertebrate communities that, in turn, increase the abundance of many species of birds.

Concern for the health of California's quaking aspen (*Populus tremuloides*) habitat has increased in recent years due to heavy wild ungulate and domestic livestock browsing, competition from conifers and other vegetation in the absence of fire, the impacts of drought, wildfires, and the potential negative impacts of climate change. Aspen stand acreage and health throughout the west has declined over the past 125+ years. It is estimated that 60 to 95 percent mortality of low elevation (less than 8,500 feet) aspen has occurred throughout the West. Two factors are most commonly cited as contributing to this decline are changes in fire regimes since European settlement and heavy ungulate browsing from domestic and wildlife such as elk and

deer leading to inadequate regeneration. Individual stems can be destroyed by humans, wildlife, and disease, but the belowground root system is resistant to almost all of these factors. Quaking aspens require intense sunlight to grow, but when other trees spring up in the forest, aspen stems are shaded out. While the root system will survive with little care, proper management of the stems aboveground is important, since both people and wildlife make use of the trees.

Over 90 percent of aspen stands in forested areas of California have some level of conifer shading. Aspen stands can increase groundwater, enrich soils and support a higher diversity of plants and wildlife, relative to adjacent forest types. Keeping aspen stands as part of our forests is critical to maintaining a healthy Sierra Nevada forest ecosystem for people, plants, and wildlife. Aspen stands are relatively uncommon in the Rim Fire perimeter where aspen are limited in quantity and are often found in small, isolated patches.

The Rim Fire started on August 17, 2013 in a remote area of the Stanislaus National Forest near the confluence of the Clavey and Tuolumne Rivers about 20 miles east of Sonora, CA. Exhibiting high to extreme fire behavior with multiple flaming fronts, the fire made runs of 30,000 to 50,000 acres on two consecutive days. It quickly spread up the Tuolumne River watershed and its main tributaries: North Fork Tuolumne, Clavey River, Cherry Creek, Middle Fork Tuolumne and South Fork Tuolumne. Over several weeks it burned 257,314 acres, or 400 square miles, including 154,530 acres of Stanislaus National Forest System (NFS) lands. The Rim Fire is the third largest wildfire in California history and the largest wildfire in the recorded history of the Sierra Nevada. It is also California's largest forest fire, burning across a largely conifer dominated forest landscape. This project is being proposed to restore, enhance, and protect aspen stands, which are a valuable and rare ecosystem long-term in the Rim Fire. Aspen stands have declined drastically in the Sierra Nevada, but can increase after fire if the new growth is not stifled by competition from coniferous trees and browse from livestock. When aspen dies back, it attempts to develop new aspen by resprouting from the roots of the older trees. This is how aspen maintains its populations across the forest over time. Conifer encroachment and heavy browsing has eliminated almost all of the new aspen sprouts that have attempted to develop in declining aspen stands across the Forest. Removing coniferous trees using hand crews or mechanical equipment that exist within and around aspen sites is the first phase of this project. These other tree species compete with aspen for sunlight, nutrients and water. Their removal increases the vigor of the aspen. This treatment is known as aspen release and is a proven effective technique to restore stands.

Heavy domestic livestock and deer browsing has eliminated almost all of the new aspen sprouts that have attempted to develop in declining aspen stands in the Rim Fire. This has seriously impeded the ability of these declining stands to regenerate and perpetuate aspen across the forest. Construction of temporarily fencing in phase two is vital to the success of this project. Keeping out livestock and deer will be essential for aiding the recovery of aspen and all of the wildlife species that depend on them. When these areas are fenced after the removal of the coniferous trees we are essentially creating a nursery for the young aspen to grow.

Aspen forests are widely recognized for their importance as biologically diverse wildlife habitat, as well as their aesthetic and recreational values. These values are at risk to aspen stands on the Forest and within the Rim Fire footprint because aspen conditions have been declining. Our goal for this project is to preserve and increase the resiliency of this desirable tree species for future generations and for the wildlife species that use them. Additionally we hope to leverage these targeted restoration activities and related efforts to meet the needs of a broader long term restoration and forest resiliency plan for the Rim Fire footprint on the Stanislaus National Forest.

California Water Action Plan, the SNC Strategic Plan, and the SNC Watershed Improvement Program (WIP)
Plan Consistencies

This project aligns with all three broad objectives of the **California Water Action Plan**: more reliable water supplies, the restoration of important species and habitat, and a more resilient, sustainably managed water resources system (water supply, water quality, flood protection, and environment) that can better withstand inevitable and unforeseen pressures in the coming decades. This project specifically targets actions four, five, six, and seven in the Action Plan.

4. Protect and restore important ecosystems (aspen stands);

Aspen forests are widely recognized for their importance as biologically diverse wildlife habitat, as well as their aesthetic and recreational values. Aspen stands are relatively uncommon in the Rim Fire perimeter where aspen are limited in quantity and are often found in small, isolated patches. When aspen dies back, it attempts to develop new aspen by resprouting from the roots of the older trees. This is how aspen maintains its populations across the forest over time. Conifer encroachment and heavy browsing has eliminated almost all of the new aspen sprouts that have attempted to develop in declining aspen stands in the project area. This restoration project proposes conifer removal and temporary fencing to preserve and increase the resiliency of this desirable tree species within the Rim Fire footprint for future generations and for the wildlife species that use them.

5. Manage and Prepare for dry periods;

6. Expand (natural) water storage capacity and improve groundwater management (in aspen stands);
and

Aspen stands receive more precipitation annually and usually coincide with sites receiving heavy snow accumulations. Unlike coniferous trees that hold snow in the canopy and lose much of the water to evaporation, most snow in aspen stands is deposited on the ground. As a result, mature healthy aspen stands generally yield about 42% of the total water received as surface runoff and groundwater recharge. Additionally in areas prone to windblown snow, accumulations can be increased in aspen stands in small clearings within the stand. Removal of the coniferous trees will temporarily create new small openings in the aspen stands. Small openings are effective snow traps, accumulating 33% more snow and evaporation is 30% slower in these openings than elsewhere in the stand effectively increasing natural water storage capacity and improving groundwater management storage. (Debyle, N. V. 1985 pp 135-160. Aspen: Ecology and Management in the Western US. US Forest Service GTR- RM-119.)

7. Provide safe water for all communities (several Central Valley, San Francisco Bay area, and local Sierra Nevada Foothill communities rely on the health of the Tuolumne River watershed for drinking water and hydroelectric power).

As stated above in #6 the project will effectively increase natural water storage capacity and improve groundwater storage. Ground water is one of the Nation's most important natural resources. Groundwater is the source of about 33 percent of the water that county and city water departments supply to households and businesses (public supply). (USGS: Water Science) It provides drinking water for more than 97 percent of the rural population who do not get their water delivered to them from a county/city water department or private water company. Groundwater in relation to this project provides drinking water to local Sierra Nevada Foothill communities, supports industry and agriculture in the Central Valley, and sustains streams and

wetlands which input into larger river systems that eventually feed the San Francisco Bay area. Droughts, seasonal variations in rainfall, and pumping affect the height of the under groundwater levels. Many of the wells in the Sierra Foothill communities have been impacted due to the four year drought in California. This project is one of many that will provide some level of increase natural water storage capacity and improve groundwater storage.

This project will address the Sierra Nevada Conservancy's focal point of actions identified in **SNC's 2013 Strategic Plan** listed below either directly or indirectly. The proposed project is also directly focused on the following two Areas of Focus (Healthy Forests and Watershed Protection and Restoration).

Primary Goals:

- Protecting, conserving and restoring the Region's physical, cultural, archaeological, historical and living resources;
- Aiding in the preservation of working landscapes (i.e. working forest);
- Reducing the risk of (future) natural disasters, such as wildfire;
- Protecting and improving water and air quality; and,
- Assisting the regional economy through the operation of the SNC's program;

Secondary Goals:

- Enhancing public use and enjoyment of lands owned by the public; and,
- Increasing the opportunity for tourism and recreation in the Region.

This project specifically targets actions 2.1, 2.5, 2.7, 3.5, 5.2, 5.4, 5.5, 6.1, 6.3, and 7.2 in the Action Plan.

This project will help attain the following goals determined in SNC's Watershed Improvement Program (WIP) Plan

- Restoring Sierra forests and watersheds to a healthier state;

The goals of this project are to enhance and preserve aspen stands within Reed Creek. Aspen provides many ecological benefits to resource users including protection of watersheds from erosion, some protection against rapid wildfire advance, increased biological diversity in the species rich grass-forb understory, wood fiber, wildlife habitat, forage for domestic livestock and native ungulates, recreational sites, esthetic considerations (e.g., fall leaf colors), and more water yield than conifers. All of the aspens typically grow in large clonal colonies, derived from a single seedling, and spread by means of root suckers; new stems in the colony may appear at up to 98–131 ft. from the parent tree. Each individual tree can live for 40–150 years above ground, but the root system of the colony is long-lived. In some cases, this is for thousands of years, sending up new trunks as the older trunks die off above ground. For this reason, it is considered to be an indicator of ancient woodlands.

- Improving the quantity and quality of water throughout the year;

The goals of this project are to enhance and preserve aspen stands within Reed Creek. Aspen stands receive more precipitation annually and usually coincide with sites receiving heavy snow accumulations. Unlike coniferous trees that hold snow in the canopy and lose much of the water to evaporation, most snow in aspen stands is deposited on the ground. As a result, mature healthy aspen stands generally yield about 42% of the total water received as surface runoff and groundwater recharge improving water quantity and quality throughout the year. As the water reaches healthy forest soils, most is absorbed and, overtime, is released to nearby streams or groundwater aquifers, filtering it in the process providing quality water.

- Reducing greenhouse gas emissions and stabilize carbon storage;

The goals of this project are to enhance and preserve aspen stands within Reed Creek. While differences in Soil Organic Carbon (SOC) storage across the aspen-conifer gradient were not always clearcut, potentially due to the high variability in abiotic factors (e.g., soil parent material, texture or landscape position), scientific results nevertheless suggest that aspen stores more SOC in association with silt and clay, increasing the pool of longer residence time SOC. In conifer-dominated stands, on the other hand, SOC is more susceptible to losses through microbial decomposition. This suggests that conifer encroachment may lead to an increase in less-protected SOC, which may turn over faster, depending on environmental conditions (e.g., soil temperature, soil moisture), accelerate decomposition of existing SOC (so-called priming effect) and result in a progressive decline in total SOC storage. Researchers observed 25%–30% more mineral-associated SOC in the top soil under aspen compared to adjacent conifer stands. *Especially, for finer textured soils conducive to SOC stabilization, management efforts to increase stable SOC pools in the topsoil of montane and subalpine forests should concentrate on the conservation and regeneration of aspen.* (Dobarco and Miegroet. Soil Organic Carbon Storage and Stability in the Aspen-Conifer Ecotone in Montane Forests in Utah)

- Improving habitat for wildlife, fish, and plant species; and

The goals of this project are to enhance and preserve aspen stands within Reed Creek. The aspen ecosystem in western North America provides habitat for at least 55 species of wild mammals. In size, these range from the dwarf shrew to the bison. Some species occur in the aspen type as well as in many other vegetation types; others prefer the aspen forest. Those species that appear to select the aspen type, and those that are currently important as game, or for esthetics, or that have obvious or economic impact on the plant community. These include moose, elk, deer, snowshoe hare, cottontail rabbit, beaver, porcupine, and pocket gophers.

The diversity and species richness of birds in the aspen ecosystem in western North America reflects the variation in this ecosystem over a wide geographic area, as well as the variety of understory types, elevational zones, and associated tree species within the aspen type locally. Behle and Perry (1975) listed about 60 species of birds found in the "aspen woodland" type (the pure aspen forest type) in Utah. Aspen stands are a particularly important resource for cavity-nesting birds and bats because of the structural characteristics of mature stands. The big trees, both living and dead ones, often are excavated by woodpeckers and insects. Their cavities in turn provide homes for dozens of other species.

- Preserving working landscapes (i.e. aspen stands).

The goals of this project are to enhance and preserve aspen stands within Reed Creek.

SNC Watershed Improvement Program (WIP) Plan has not been developed for this area.

Project Goals and Deliverables

The project area lies within the Reed Creek watershed (HUC12: 180400090802), within the larger Clavey River watershed in the Rim Fire. Six aspen stands (~47.3 acres) are proposed for conifer removal treatment; two of these stands (A1 and A2) are located within larger thinning units (226 and 229). This project would only be addressing the aspen restoration in the larger two thinning units. Aspen treatments would consist of removing most conifers up to 30 inches diameter-at-breast-height (dbh) growing within the aspen stand

leaving no more than 5% conifer cover density within the stand and for up to 150 feet beyond the extent of the stand to provide more sunlight.

Conifers will be felled with a chainsaw by a California Conservation Corps (CCC) Crew. Cut trees are chipped on site where feasible or piled by a CCC Crew and burned at a later date by a US Forest Service (USFS) Fire Crew. Due to the small size of most aspen groves, commercial logging is usually not feasible, unless cutting coincides with a larger harvest operation. Where commercial logging is not practical, chipping, hand falling, piling, and burning is a good practice. Some material (lopping and scattering) may also be left on the ground to the extent where it is not a fuels concern. Leaving material on the ground (“chipping and lopping and scattering”) costs less than piling and burning and provides a barrier to ungulates.

The newly restored aspen stands would be temporarily fenced by a CCC Crew under this project to protect newly sprouting aspen from wild ungulate and domestic livestock browsing during the few years of aspen restoration until the aspen reach above browse height (four-five feet). Temporary fence may need care in years 2-5.

An adult deer can easily jump seven feet or higher, and can squeeze through small gaps in vertical or horizontal slatted fences. While short fences (four feet) may be effective at reducing damage in very small areas or around individual trees or shrubs, a “deer proof” fence would need to be eight feet or taller and constructed of strong impenetrable material like welded wire or chain link to be effective long-term. This type of fence is expensive, it is not aesthetically pleasing, and may not be feasible in many situations.

Although deer can jump high and far, their eyes are located on the side of their head, giving them poor depth perception. A three-dimensional electric fence will not serve as a “deer proof” fence, but can serve as an effective deer deterrent, and may be a less expensive fencing option. One effective design involves erecting two single strand electric fences, each two feet tall, and five feet apart. Another effective design involves erecting a multi-strand electric fence angled outward at forty-five degrees.

Several forms of polytape or polywire fencing are very strong and portable. These fences can be used to protect slightly larger acres of area under moderate deer pressure. Deer receive shocks through nose-to-fence contact and they learn to avoid fenced areas.

Example design specifications for an electric polytape fence are below:

1. Drive 5/8-inch (1.6-cm) round fiberglass posts 2 feet (0.6 m) into the ground at the corners.
2. String two strands of polytape (white or yellow are most visible) around the corners and apply light tension (one strand 2 1/2 feet (0.75 m) high can be used).
3. Use square knots or half-hitches to make splices or to secure the polytape to corner posts.
4. Set 4-foot (1.2-cm) 3/8-inch (1-cm) round fiberglass rods along the wires at 45-foot intervals.
5. Attach the two strands of polytape to insulators on the rods at 1 and 3 feet above ground level and apply 50 pounds of tension.
6. Connect the polytape to the positive (+) post of a well-grounded fence charger.
7. Apply reflectors to the polytape every 6 feet where deer presence is expected to be high.

Due to the elevation of the project area and the initial investment of the fence installation, the fence will need to be put up in the spring and let down prior to winter annually for 2-5 years by a CCC Crew until the aspen reach above browse height. Vegetation clearing by a CCC Crew may need to occur during this annual reconstruction time period.

Project Locations

This project’s goals and objectives are to provide critical funding for the removal of conifers and installation of temporary fencing of six aspen stands in the Reed Creek watershed in the Rim Fire.

ID (See Map Below)	Acres	Approx. feet of temporary fencing	Latitude	Longitude
A1	7*	3,000	38° 1' 43.70" N	119° 58' 6.58" W
A2	6*	2,800	38° 1' 50.70" N	119° 57' 37.59" W
A3	4.7	2,000	38° 2' 39.28" N	119° 56' 45.75" W
A4	4.5	2,000	38° 3' 25.02" N	119° 56' 0.95" W
A5	8.1	2,800	38° 3' 23.88" N	119° 55' 56.20" W
A6	12	3,200	38° 3' 30.28" N	119° 55' 53.55" W
Total	42.3	15,800		

*Stands are located within larger thinning units. Acres are approximate.

Project Outcomes:

- Acres of Land Improved or Restored
 - 42.3 acres of land improved or restored.
- Linear Feet of Temporary Fencing
 - 15,800 linear feet of temporary fencing

This project is part of a large scale landscape restoration effort to restore watersheds, forest ecosystems, and wildlife habitat in the Rim Fire area on the Stanislaus National Forest.

B. Workplan and Schedule Narrative

<u>Task</u>	<u>Description</u>	<u>SNC Requested Funds</u>	<u>Timeline</u>
1.1 Project Preparation/Layout	1 USFS forestry technician would layout the units in preparation for implementation of the project.	\$4,900	Summer/Fall 2016

1.2 Implementation of Conifer Removal and Installation of Temporary Fencing	1 USFS forestry technician would provide project oversight. CCC Crew will remove conifer encroachments for approximately 47.3 acres of aspen stands and install approximately 16,000 feet of temporary fencing.	\$321,300	Summer/Fall of 2016 and Spring/Summer of 2017
1.3 Annual Fence Reconstruction	USFS will monitoring the success of the project and effectiveness of the temporary fencing. CCCs will maintain the temporary fencing until browse height is 4-5 feet (approx. 3 years post project)	\$115,100	Fall of 2017, Spring and Fall of 2018, 2019, and 2020
1.4 &1.5: Burn Plan Development and Prescribed Burning	USFS will apply for air quality permits and draft the burn plan. USFS Fire Crew will burn the piles created by the project.	-----	Fall or Spring of 2018, 2019, and 2020
1.6 Project Management/Grant Administration	USFS will develop individual agreements with partners and oversee the project management of the various tasks above. CCCs will invoice and report to the SNC on the grants progress and completion.	\$35,200	Ongoing throughout the duration of the grant
1.7 Long-Term Project Monitoring	No funding is being request for this task.	-----	Post Project
Total Funding Request:		\$476,500	

**C. Restrictions, Technical/Environmental Documents and Agreements Narrative
Restrictions/Agreements**

National Environmental Policy Act (NEPA) documents were completed by the Stanislaus National Forest for all of the activities identified in the Rim Fire - Reed Creek Aspen Restoration Project. All NEPA environmental documents can be found at the following website:

- Decision Notice and Finding of No Significant Impact
http://a123.g.akamai.net/7/123/11558/abc123/forestservic.download.akamai.com/11558/www/nepa/82636_FSPLT2_289424.pdf
- Environment Assessment
http://a123.g.akamai.net/7/123/11558/abc123/forestservic.download.akamai.com/11558/www/nepa/82636_FSPLT2_289425.pdf

These projects were identified in the pursuant to Executive Order B-23-13. A California Environmental Quality Act (CEQA) waiver has been provided relative to the implementation of the Federal Phase I Restoration Plan for the Rim Fire. It has been expressly determined that this exemption is necessary to expedite funding for the implementation of federally approved restoration measures in the Federal Phase I implementation plan for Rim Fire Recovery that seek to protect and restore significant damaged area adjacent to or which implicates state and other lands, and for which a federal restoration plan has been developed and approved. Executive Order B-23-13 expressly permits the Secretary for the California Natural Resources Agency to waive "State statutes, rules, regulations and ... to the extent they apply to...removal, storage, transportation, and disposal of hazardous and non-hazardous solid waste and debris resulting from the Rim Fire and that are subject to the

jurisdiction of agencies within the California Environmental Protection Agency and the California Natural Resources Agency...and, necessary restoration and rehabilitation of timberland, streams, rivers, and other waterways. Such statutes, rules, regulations and requirements are hereby suspended only to the extent necessary for expediting the removal and cleanup of debris from the fires, and for implementing any restoration plan..." All other permits and state rules or regulations that may be required, including those under the California Endangered Species Act, are not exempted under this decision.

No restrictions have currently been identified. The USFS has a master agreement in place to utilize the CCCs for this type of project work. A supplemental agreement will need to be established under the master agreement for the CCCs to work on this specific project for the duration of the grant. This supplemental agreement is a standard process for each site-specific CCC project.

Regulatory Requirements/Permits

The activities in this project do not require any additional permits. Planning, building, grading, hazardous materials, septic systems, water quality, floodways and hydrological easements permits are not applicable to this project. Stream bank alternations and work in wetlands, stream channels, or water bodies will not be occur in this project. All work is on USFS lands therefore no encroachment permits are required. All cultural sites will be flagged and avoided. If Incidental take for Endangered Species Act is required this may occur through consultation or tiering to a programmatic biological opinion the STF has in place with USFWS.

D. Organizational Capacity Narrative

California Conservation Corps (CCC)

Dana Brazelton is the Manager of the Special Projects Support Unit for the California Conservation Corps. She oversees the development and implementation of specially-funded projects for the CCC. Dana began her career with the CCC as a Conservationist I and has also served as a Project Coordinator and Project Support Analyst at CCC Headquarters. Dana has also worked at the Department of Water Resources as the Statewide Recycling Coordinator and as Grants Administrator with the California Natural Resources Agency. She has a degree in English from California Polytechnic State University, San Luis Obispo. Dana will oversee grants administration and invoicing for the project.

Crews from the Greenwood and Stockton CCC Centers will implement the project primarily but other CCC crews may also contribute work on the project.

Stanislaus National Forest (STF)

Fred Wong is the District Ranger of the Mi-Wok Ranger District (northern side of the Rim Fire) and Jim Junette is the District Ranger of the Groveland Ranger District (southern side of the Rim Fire) of the Stanislaus National Forest. Jointly they have been strong advocates for identifying efforts to restore watersheds, forest ecosystems, and wildlife habitat in the Rim Fire area. Jim and Fred have experience working for the Forest Service assisting with large-scale, landscape level planning. In their time on the Mi-Wok and Groveland Ranger Districts, they have been strong proponent for integrated resource planning where the various resources and influences on the environment are considered together as an integrated picture. They are passionate proponents for working collaboratively with a broad range of interests to find the best solutions for all, with the input of a variety of scientific disciplines. They have been representing the

Stanislaus National Forest and working with many stakeholders on the various issues on the Rim Fire.

Mary Moore is the Forest Hydrologist and Water, Soil, Air, and Geology Program Manager for the Stanislaus National Forest in Sonora, CA. She is currently serving as the Rim Fire Coordinator. As the Rim Fire Coordinator she has been tasked with establishing a healthy Forest and resilient watersheds, the protection of critical wildlife habitat, and the enhancement of recreation and educational opportunities in the Rim Fire. Prior to that she worked for fourteen-years as a Restoration Hydrologist for the US Forest Service, where she completed several urban restoration projects largely focused on watershed management and forest health to reduce TMDLs in Lake Tahoe area. Over the past 14 years Mary has served as a Burned Area Emergency Response (BAER) team leader on a number of large scale fires in throughout the Western United States. She received her M.S. from Johns Hopkins University in environmental science with a focus in hydrology and her B.A. from University of Virginia in environmental science with a focus in ecology.

E. Cooperation and Community Support Narrative

The project area lies within the Reynolds Creek watershed, within the larger Clavey River watershed. This watershed was assessed under the Clavey River Ecosystem Project (CREP), a collaborative group of volunteers that formed in 1999 with the objective of conducting a scientific assessment of the Clavey River Watershed that would provide the basis for making sound ecosystem management recommendations. The Clavey River Watershed Action Plan (CRWA 2008), a product of CREP, defined existing and desired conditions for water, fire and fuels, vegetation, wildlife, recreation, and road and trail elements, and identified management opportunities where desired conditions are not currently being met.

Additionally this project was developed as a collaborative partnership with the **Yosemite Stanislaus Solutions** (YSS) and CCC. Throughout the NEPA process the community and other stakeholders have been engaged in the project through stakeholder meetings, workshops, and public scoping notifications. There is widespread support of efforts to identify landscape and watershed restoration opportunities in the Rim Fire to create a more resilient landscape from devastating wildfires and other natural disasters. Project progress will be communicated by media releases, updates at the local county board of supervisor meetings, and communications through the YSS, a collaborative group of diverse interests working together to assist the United States Forest Service (USFS), Bureau of Land Management (BLM), and Yosemite National Park and private land managers in achieving healthy forests and watersheds and in developing recovery and restoration plans for the Rim Fire and other areas in need of rehabilitation.

The **Tuolumne Band of Me-Wuk Indians** is in support of this project, which targets the restoration and stabilization aspen stands, special aquatic features, meadows and springs in the Rim Fire.

This type of project has had a very positive history of cooperation and community support here on the Forest. Fencing of areas traditionally used by grazing permittees has caused tensions in the past on the Stanislaus National Forest. STF personnel recognize and acknowledge this potential impact to the permittees. STF Range Specialist have been and will continue to work with permittees to develop site-specific management plans to ensure adequate protection for the newly restored aspen stands while continuing to meet permittee needs. Stand protection practices such as exclusionary fencing are often recommended. Grazing management strategies must also be designed to account for seasonal forage quantity and quality differentials between aspen regeneration and other available forage types (i.e., meadow and aspen understory herbaceous vegetation) in the surroundings area. The cow's preference will always turn to aspen verses herbaceous

vegetation as the season progresses. Construction of temporary fences will be required as site mitigation for the restoration sites (aspen stands). Due to the elevation of the sites and the current grazing management of the allotments put-up (in the spring)/let-down (in the fall) fences are recommended until the new aspens reach above browse height (approximately 4-5 feet). Working together, permittees and local STF range staff will provide site-specific solutions to ensure the success of aspen stand restoration in the Reed Creek Aspen Restoration Project area. The project area is in the Upper Hull range allotment. This allotment is 39,695 acres. The project area is 47.3 acres. 0.12 % of the grazing allotment would be temporarily fenced.

F. Tribal Consultation Narrative

The entire tribe, The Tuolumne Band of Me-Wuk Indians, consults on all STF projects. Tribal concurrence is necessary for all STF projects. The Tuolumne Band of Me-Wuk Indians' Chair is Kevin Day and the STF point of contact is Reba Fuller (rfuller@mewuk.com). Tuolumne Band of Me-Wuk Indians can be reached at the following phone number: 209- 928-5300.

G. Long-Term Management and Sustainability Narrative

Restoration projects will occur on public lands managed by the STF under the Stanislaus National Forest Plan Direction 2010 which presents the current Forest Plan management direction, based on the original Forest Plan (1991) as modified by several amendments to include the 2004 Sierra Nevada Forest Plan Amendment (SNFPA) Record of Decision (ROD). These plans direct long-term management of public lands on the Stanislaus National Forest in perpetuity. A long term restoration and rehabilitation strategy is currently being developed for the Rim Fire to promote a more healthy and resilient Forest. Post-fire impacts are still being assessed. Projects are being identified and prioritized at the Forest level. This is a multiyear phased process. The STF has an interdisciplinary team of hydrologists, fisheries biologists, wildlife biologists, botanists, archeologists, foresters, and range management specialists who will continue to provide recommended resource protection measures for any activities that occur in the Rim Fire area. The STF has managed many similar areas to protect resource values in the past. All land management activities, including the project, are subject to specific Best Management Practices and Management Requirements/Mitigations detailed in the Stanislaus National Forest Plan Direction as well as additional resource protection measures.

A copy of the Stanislaus National Forest Plan Direction 2010 can be found at the following website:
http://www.fs.usda.gov/Internet/FSE_DOCUMENTS/stelprdb5154788.pdf

This is an internal USFS website. A copy of this 202 page document can be made available upon request.

Funding for long-term management will come from the Stanislaus National Forest budget. The past experience with this type of restoration has shown that while it is important to have provisions for long-term maintenance, significant maintenance is often not needed because natural processes are restored. *The Forest Service will be responsible for long-term maintenance of the project once the implementation of the project has occurred.*

In addition the Stanislaus National Forest will monitor each project for implementation and effectiveness. The focus of the monitoring (identified in the environmental documents) on Best Management Practices (BMPs) and Standard Management Requirements throughout the life of the project ensures identified habitat features are maintained per the desired project specifications both during layout and implementation, and species specific monitoring. This ensures all Best Management Practices and Standard Management

Requirements outlined in the project are followed. Each discipline has the delegated responsibility and associated funding to monitor their specific resource and ascertain whether treatments are following project requirements. Further, treatments are monitored for unforeseen effects, which help inform the project's adaptive management strategy. The Forest will establish photo points to capture implementation monitoring of the project area before and immediately after the completion of the project. Additionally the STF will conduct treatment effectiveness monitoring in the form of photo documentation for three years post project. All of these projects will be submitted to the various candidate pools that the Forest completed annual BMP treatment and effectiveness monitoring for up to ten years post project. Annual BMP monitoring is the practice that both the Federal and State water-quality regulatory agencies expect the Forest Service to conduct to meet its obligation for complying with applicable water-quality laws and standards, and to maintain and improve water quality. A percent of projects in the candidate pool are selected based on determinations from the STF's Regional Office.

H. Performance Measures

<u>Performance Measure</u>	<u>Anticipated Project Performance Measures</u>
Acre Feet per Annum of Streamflow Improved	--
Acre Feet per Annum of Water Supply Conserved or Enhanced	--
Acres of Land Conserved	--
Acres of Land Improved or Restored	42.3
Feet of Trail/Path Constructed or Improved	--
Kilowatts of Renewable Energy Production Capacity Maintained or Created	--
Linear Feet of Stream Bank Protected or Restored	--
Mass of Pollutant Reduced Per Year	--
Measurable Changes in Knowledge or Behavior	--
*Number and Type of Jobs Created	*1 – USFS Seasonal = 0.67 FTE Type Other: USFS Forestry Technician *24 – CCC Crew Members = 16.48 FTE Type Other: Natural Resources/Forestry Skill
*Number and Value of New, Improved or Preserved Economic Activities	*Restoration of aspen stands on a working landscape will preserve the production of aspens for esthetic considerations (e.g., fall leaf colors). This will provide new and improved recreational services to the local Sierra Foothill communities.
Number of Collaboratively Developed Plans and Assessments	--
Number of New Recreation Access Points	--
*Number of People Reached	Direct involvement of stakeholders in project planning and/or implementation through collaboration will be determined post project. We anticipate

	approximately 4+ stakeholders will be involved. (Permittee, USFS, CSERC, CCCs, and TRT)
Number of Significant Sites Protected or Preserved	The USFS Forest Archaeologist will assess the potential of the number of significant sites protected or preserved.
Percent of Pre-project and Planning Efforts Resulting in Project Implementation	-- (This Project is an Implementation Project.)
*Resources Leveraged for the Sierra Nevada	*Major In-kind Contributions – USFS and CCC can match the project with 20% in-kind contributions. *Project Funds from other sources will be identified to expand the project, as feasible. * The USFS spent \$303,375.00 conducting NEPA (environmental analysis) on the Project area. *Possible Volunteer Hours
Tons of Carbon Sequestered or Emissions Avoided	**

*Performance measures are anticipated based on information known to date. If additional performance measures are identified as the project progresses they will be reported to SNC.

** Forests have always sequestered carbon dioxide from the atmosphere. There will be a temporary loss of this value as these areas are thinned and trees are removed. But as the aspen stands restore there will be an increase in the amount of carbon sequestered in the new aspens and restored forest soils. Regarding carbon sequestration and forests, it is important to note that different species can exhibit significantly different growth responses and lifespan on the same site. This value will be assessed at the end of the life of the grant based on aspen stand recovery or anticipated recovery.

7. Budget Documents

A. Detailed Budget Form – See Appendix D

8. Supplementary Documents

A. Environmental Documents - See Appendix F

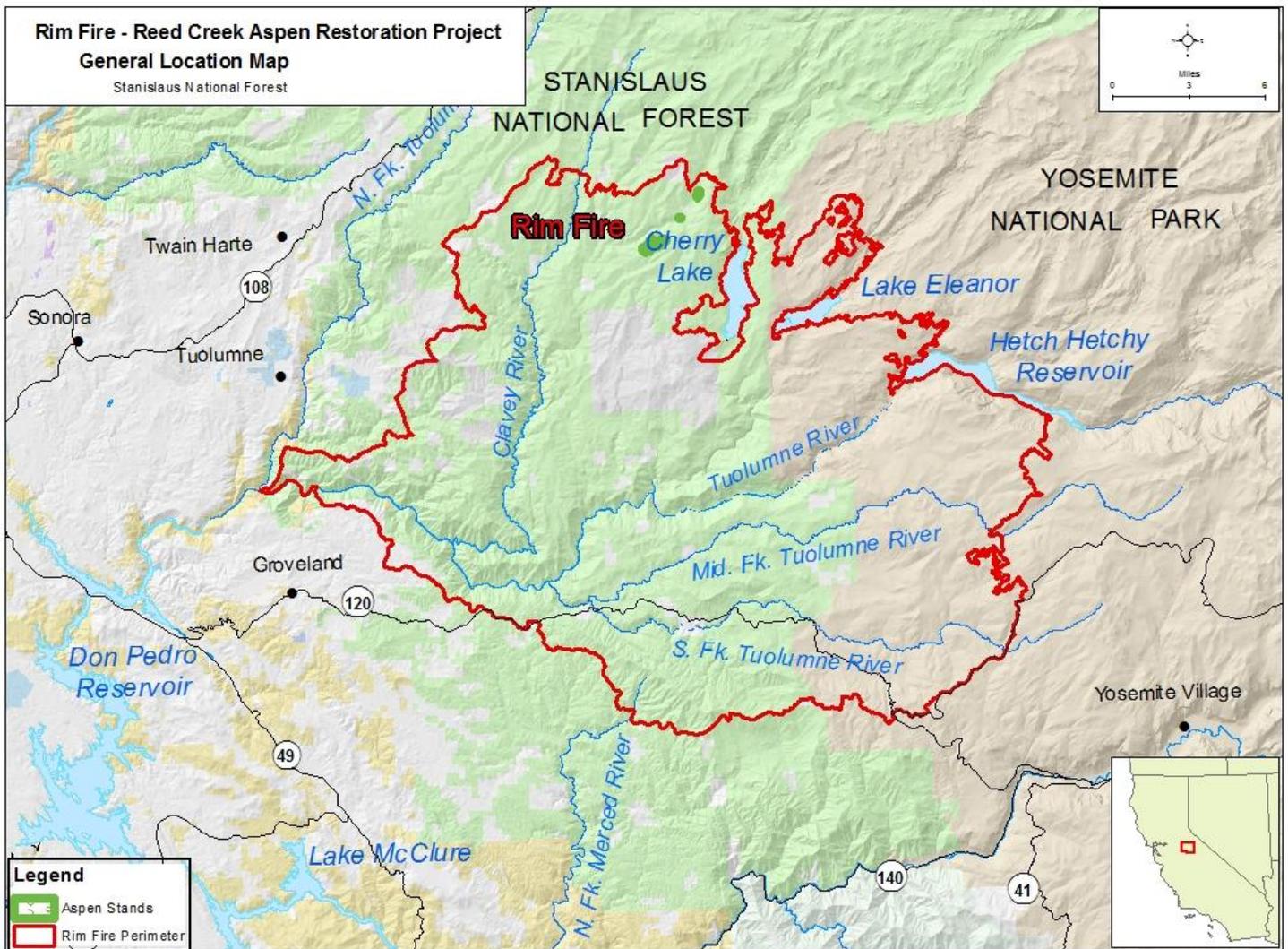
National Environmental Policy Act (NEPA) documents were completed by the Stanislaus National Forest for all of the activities identified in the Rim Fire - Reed Creek Aspen Restoration Project. All NEPA environmental documents can be found at the following website:

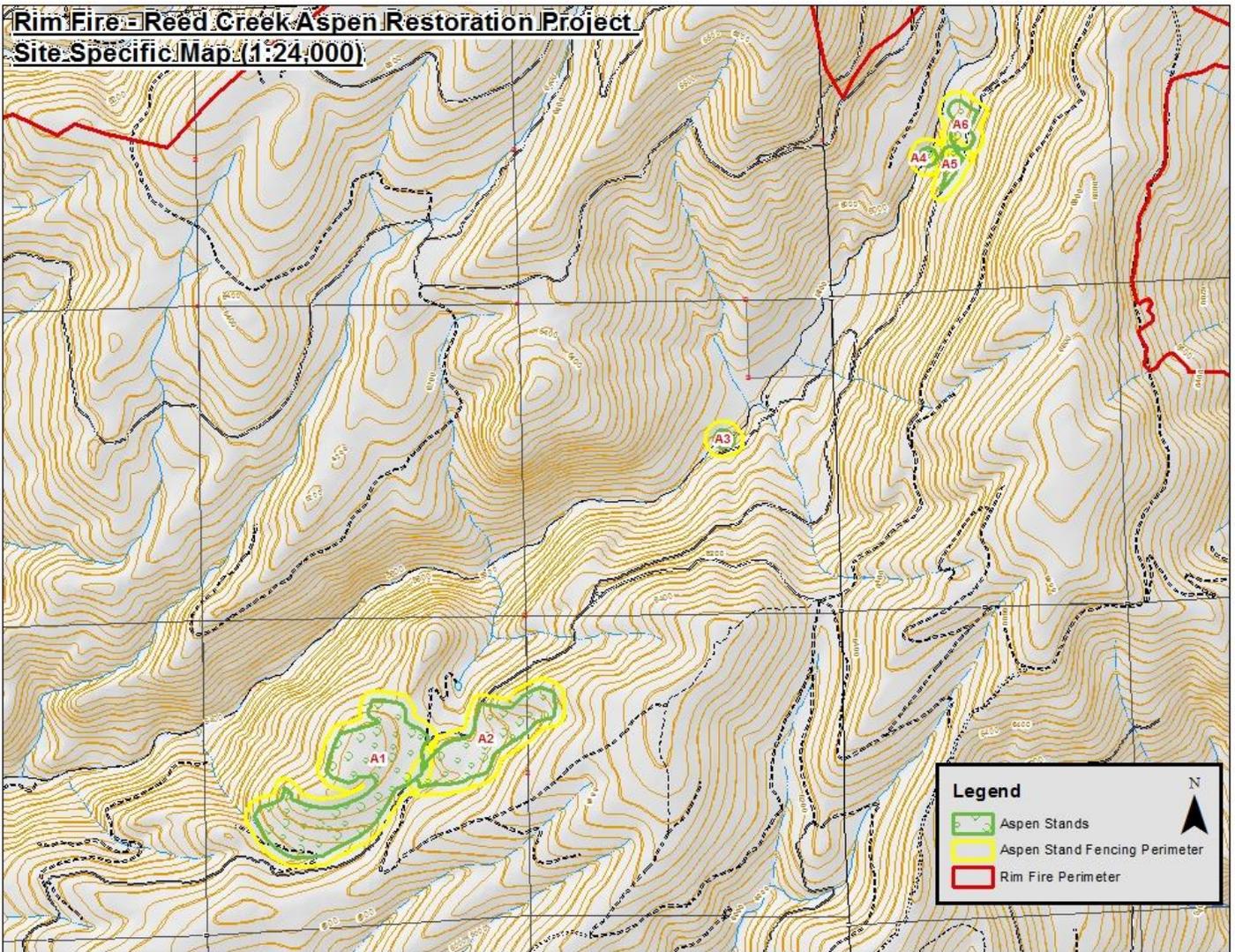
- Decision Notice and Finding of No Significant Impact
http://a123.g.akamai.net/7/123/11558/abc123/forestservic.download.akamai.com/11558/www/nepa/82636_FSPLT2_289424.pdf
- Environment Assessment
http://a123.g.akamai.net/7/123/11558/abc123/forestservic.download.akamai.com/11558/www/nepa/82636_FSPLT2_289425.pdf

These projects were identified pursuant to Executive Order B-23-13. A California Environmental Quality Act (CEQA) waiver has been provided relative to the implementation of the Federal Phase I Restoration Plan for the Rim Fire. It has been expressly determined that this exemption is necessary to expedite funding for the implementation of federally approved restoration measures in the Federal Phase I implementation plan for Rim Fire Recovery that seek to protect and restore significant damaged area adjacent to or which implicates state and other lands, and for which a federal restoration plan has been developed and approved. Executive Order B-23-13 expressly permits the Secretary for the California Natural Resources Agency to waive “State statutes, rules, regulations and ... to the extent they apply to...removal, storage, transportation, and disposal of hazardous and non-hazardous solid waste and debris resulting from the Rim Fire and that are subject to the jurisdiction of agencies within the California Environmental Protection Agency and the California Natural Resources Agency...and, necessary restoration and rehabilitation of timberland, streams, rivers, and other waterways. Such statutes, rules, regulations and requirements are hereby suspended only to the extent necessary for expediting the removal and cleanup of debris from the fires, and for implementing any restoration plan...” All other permits and state rules or regulations that may be required, including those under the California Endangered Species Act, are not exempted under this decision.

B. Maps and Photos

Project Location Map

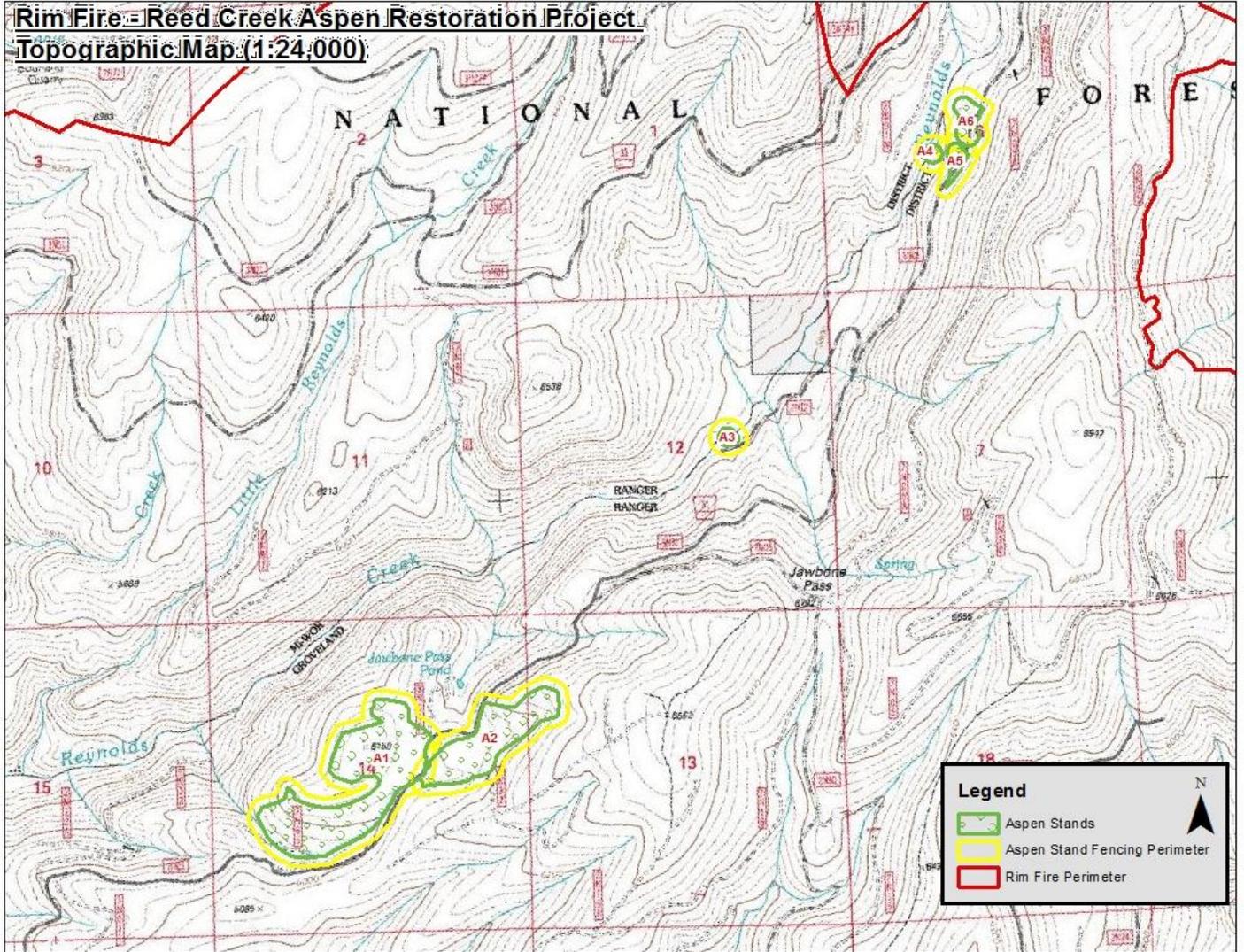




Parcel Map with County Assessor's Parcel Number(s)

County Assessor's Parcel Numbers are not available for this project area.

Topographic Map



*NOTE - Per applicant, photos are representative of the project, but not from the specific location (PE)

Photos of the Project Site



Image 1: Example of an Aspen Stand Before Treatment

Image 2: Example of an Aspen Stand During Treatment



Image 3: Example of an Aspen Stand After Treatment



C. Additional Submission Requirements for Fee Title Acquisition Applications

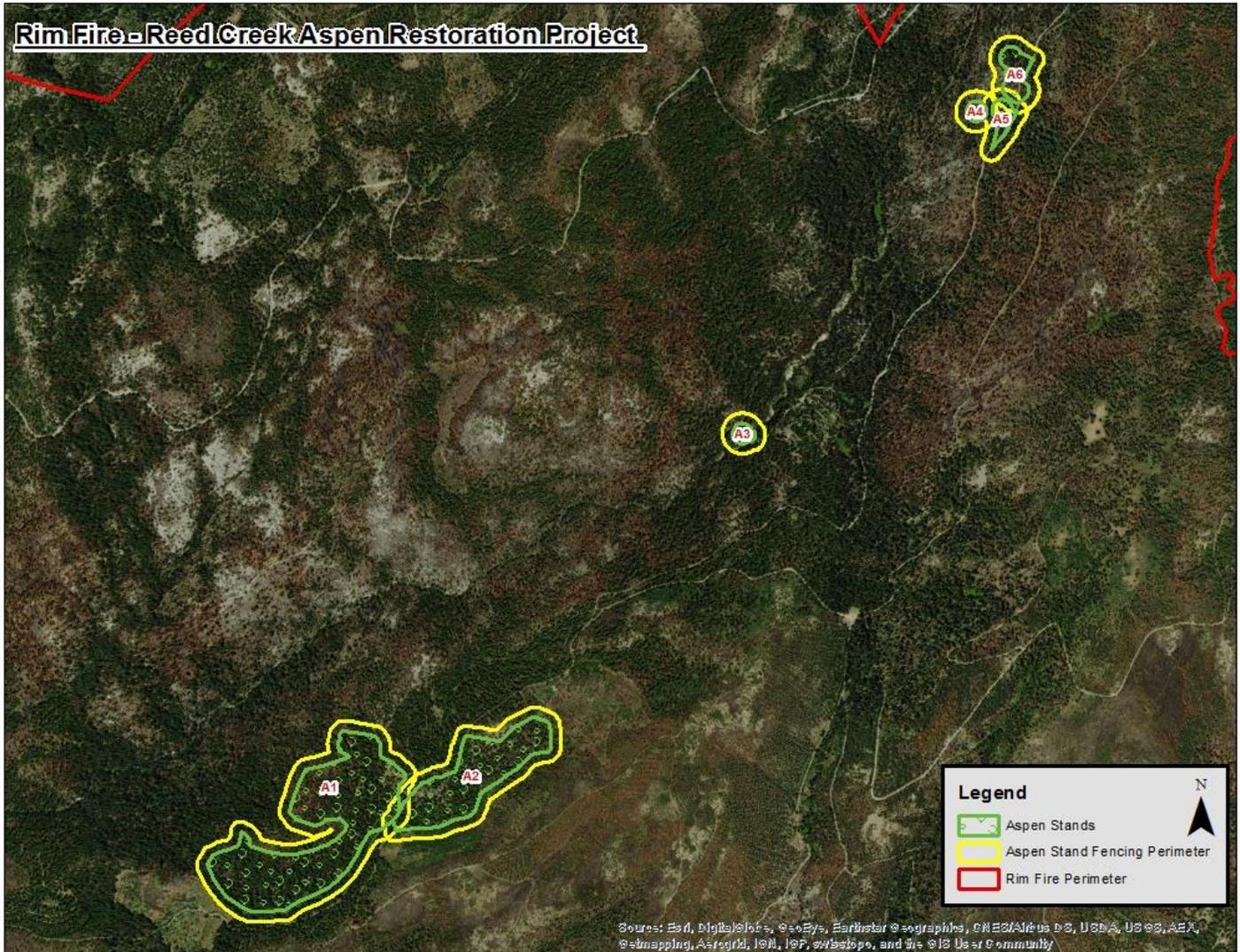
Not Applicable to this project

D. Additional Submission Requirements for Site Improvement/Restoration Project Applications only

Land Tenure Documents – See Appendix H

The entire project area is on STF lands. See Attachment H – Letter from STF Forest Supervisor Jeanne Higgins.

Site Plan



Leases or Agreements

The entire project area is on STF lands. The USFS has a master agreement in place to utilize the CCCs for this type of project work. A supplemental agreement will need to be established under the master agreement for the CCCs to work on this specific project for the duration of the grant. This supplemental agreement is a standard process for each site-specific CCC project. A copy of the Master Agreement can be made available upon request.

SIERRA NEVADA CONSERVANCY
SNC Watershed Improvement Program - DETAILED BUDGET FORM

Project Name: Rim Fire - Reed Creek Aspen Restoration Project

Applicant: California Conservation Corps

SECTION ONE DIRECT COSTS	Year One	Year Two	Year Three	Year Four	Year Five	Total
USFS Project Management	\$7,000.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$12,000.00
Project Preparation/Layout	\$4,900.00					\$4,900.00
Project Implementation	\$289,300.00					\$289,300.00
Project Materials	\$32,000.00					\$32,000.00
						\$0.00
						\$0.00
						\$0.00
DIRECT COSTS SUBTOTAL:	\$333,200.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$338,200.00

SECTION TWO PARTIAL INDIRECT COSTS	Year One	Year Two	Year Three	Year Four	Year Five	Total
Project Short-Term Fence Care		\$28,775.00	\$28,775.00	\$28,775.00	\$28,775.00	\$115,100.00
CCC Project Reporting, Perf Measures, Invoice Billings	\$11,600.00	\$2,900.00	\$2,900.00	\$2,900.00	\$2,900.00	\$23,200.00
						\$0.00
INDIRECT COSTS SUBTOTAL:	\$11,600.00	\$31,675.00	\$31,675.00	\$31,675.00	\$31,675.00	\$138,300.00
PROJECT TOTAL:	\$344,800.00	\$32,925.00	\$32,925.00	\$32,925.00	\$32,925.00	\$476,500.00

SECTION THREE Administrative Costs (Costs may not exceed 15% of the above listed Project costs) :						Total
<i>*Organization operating/overhead costs</i>						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
ADMINISTRATIVE TOTAL:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SNC TOTAL GRANT REQUEST:	\$344,800.00	\$32,925.00	\$32,925.00	\$32,925.00	\$32,925.00	\$476,500.00

SECTION FOUR OTHER PROJECT CONTRIBUTIONS	Year One	Year Two	Year Three	Year Four	Year Five	Total
CCC - Cost Rate Deduction (In-Kind)	\$ 90,072.00					\$90,072.00
USFS - Burn Plan Development		\$5,350.00				\$5,350.00
USFS - Prescribed Burning		\$7,666.00	\$7,667.00	\$7,667.00		\$23,000.00
USFS - Project Monitoring		\$1,637.50	\$1,637.50	\$1,637.50	\$1,637.50	\$6,550.00
						\$0.00
						\$0.00
						\$0.00
Total Other Contributions:	\$90,072.00	\$14,653.50	\$9,304.50	\$9,304.50	\$1,637.50	\$124,972.00



Updated Land Tenure letter added to file 4/1/2016

File Code: 1580
Date: March 31, 2016

Jim Branham, Executive Officer
Sierra Nevada Conservancy
11521 Blocker Dr., Ste. 205
Auburn, CA 95603

Dear Mr. Jim Branham;

As the Forest Supervisor of the Stanislaus National Forest (STF), I offer my support for the Rim Fire - Reed Creek Aspen Restoration Project. This would fund vital restoration activities in the Rim Fire enhancing and protecting the Tuolumne River watershed. The project area lies within the Reynolds Creek watershed, within the larger Clavey River watershed of the Tuolumne River watershed.

Restoration projects such as this one will occur on public lands managed by the STF under the Stanislaus National Forest Plan Direction 2010 which presents the current Forest Plan management direction, based on the original Forest Plan (1991) as modified by several amendments to include the 2004 Sierra Nevada Forest Plan Amendment (SNFPA) Record of Decision (ROD). These plans direct long-term management of public lands on the Stanislaus National Forest in perpetuity. The Forest Plan Direction includes forest wide standards and guidelines (p. 201) that state at either the landscape or project-scale, determine if the age class, structural diversity, composition, and cover of riparian vegetation are within the range of natural variability for the vegetative community. If conditions are outside the range of natural variability, consider implementing mitigation and/or restoration actions that will result in an upward trend. Actions could include restoration of aspen or other riparian vegetation where conifer encroachment is identified as a problem.

This project is consistent with the applicable Forest Plan Direction. Past experience with this type of restoration project has shown an improvement or restoration of aspen stands for a minimum of 10 years if not longer. The STF shall enter into an agreement with the California Conservation Corps (CCC) to provide the CCCs with access to Stanislaus National Forest System lands Reed Creek Aspen Project area for purposes of project planning, implementation and monitoring, subject to federal law and any use restrictions affecting the general public for a duration of 5 years, the maximum extent of an USFS agreement. A second agreement will be initiated before the expiration of the first 5 year agreement to maintain or continue the CCC access for a period of 10 years. A 10-year period is considered to be needed to ensure that CCCs can follow projects from beginning to end, and this duration of access is a requirement of Sierra Nevada Conservancy grants to be addressed in project specific implementation agreements between the USFS and the CCCs. The initial 5 year agreement will be initiated with the CCCs upon notification of award of this grant.

The U.S. Forest Service has and expects to retain management responsibility and control of the project area over the long term, extending to and beyond the 25 years required for the Sierra



Nevada Conservancy (SNC) monitoring, providing SNC with the ability to access these public lands. This agreement does not confer change in ownership or control of national forest system lands, however it is understood that project accomplishment and monitoring will depend on a 10-year period of access by CCCs to national forest system lands subject to federal law and considerations of public, CCCs, and Forest Service employee public health and safety.

Please feel free to contact me if we may provide additional information with regards to this matter.

Sincerely,


JEANNE M HIGGINS
Forest Supervisor



File Code: 1580
Date: February 24, 2016

Jim Branham, Executive Officer
Sierra Nevada Conservancy
11521 Blocker Dr., Ste. 205
Auburn, CA 95603

Dear Mr. Jim Branham;

As the Forest Supervisor of the Stanislaus National Forest (STF), I offer my support for the Rim Fire - Reed Creek Aspen Restoration Project. This would fund vital restoration activities in the Rim Fire enhancing and protecting the Tuolumne River watershed. The project area lies within the Reynolds Creek watershed, within the larger Clavey River watershed of the Tuolumne River watershed.

Restoration projects such as this one will occur on public lands managed by the STF under the Stanislaus National Forest Plan Direction 2010 which presents the current Forest Plan management direction, based on the original Forest Plan (1991) as modified by several amendments to include the 2004 Sierra Nevada Forest Plan Amendment (SNFPA) Record of Decision (ROD). These plans direct long-term management of public lands on the Stanislaus National Forest in perpetuity. The Forest Plan Direction includes forest wide standards and guidelines (p. 201) that state at either the landscape or project-scale, determine if the age class, structural diversity, composition, and cover of riparian vegetation are within the range of natural variability for the vegetative community. If conditions are outside the range of natural variability, consider implementing mitigation and/or restoration actions that will result in an upward trend. Actions could include restoration of aspen or other riparian vegetation where conifer encroachment is identified as a problem.

This project is consistent with the applicable Forest Plan Direction. Past experience with this type of restoration project has shown an improvement or restoration of aspen stands for a minimum of 10 years if not longer. It is the STF's desire to manage and maintain the project area as an aspen stands. Sierra Nevada Conservancy would have the authorization to monitor the Reed Creek project site for twenty-five years or more.

Please feel free to contact me if we may provide additional information with regards to this matter.

Sincerely,



JEANNE M HIGGINS
Forest Supervisor



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:

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.

-
- 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.

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.

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.

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.



Added to file 3/29/2016 (PE)

FS Agreement No. 16-PA-11052009-035
Cooperator Agreement No. _____

**MASTER
PARTICIPATING AGREEMENT
Between The
CALIFORNIA CONSERVATION CORPS,
STATE OF CALIFORNIA
And The
USDA, FOREST SERVICE
PACIFIC SOUTHWEST REGION**

This MASTER PARTICIPATING AGREEMENT is hereby made and entered into by and between the California Conservation Corps, State of California, hereinafter referred to as "CCC," and the USDA, Forest Service, Pacific Southwest Region hereinafter referred to as the "U.S. Forest Service," under the authority of the Cooperative Funds and deposits Act of December 12, 1975, Public Law 94-148, 16 U.S.C 565 al-a3, as amended by the Consolidated Appropriations Act of 2008, Public Law 110-161, and the Omnibus Public Land Management Act, Public Law 111-11, Sec. 3001.

Background: The Forest Service and the CCC have worked in partnership for many years, training young adults in natural resource conservation and management. The CCC is an experiential job training and education program that provides young adults with outdoor skills, work ethics, community and independent living skills. This job training and education program is an avenue for positive self-development, for addressing pertinent life issues, and for contributing to their community. Programs managed by CCC will introduce youth to the management of natural and cultural resources on National Forest System lands. CCC is a service program. In addition to the regular CCC young adult crews, there may be opportunities for the Forest Service to host projects for the Veterans Green Corps, as a part of their job training program.

Title: Master CCC Job Training/Development Agreement

I. PURPOSE

The purpose of this agreement is to document the cooperation between the parties to participate in the CCC's job training and development program hosted in part by the Forest Service. This agreement also establishes a framework for engaging Americans of all backgrounds in community based conservation service projects and Forest Service support 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 CCC's mission is to equip young people with the skills and values to be engaged citizens who improve their communities and environment. The CCC benefits by achieving its goals related to training young adults in job and outdoor skills and environmental ethics, while accomplishing priority conservation projects on National Forest System lands. Projects will provide valuable technical skills in and knowledge about, natural and cultural resource management. Other skills will be gained in the areas of job ethics, group dynamics, and the outdoor environment. CCC will benefit by providing members with professional Forest Service contacts and meaningful on-the-job work experience.

The mutual benefits of this training program are: (1) providing the CCC members with Forest Service project oversight and supervision including meaningful work experience in natural resource management; (2) accomplishing necessary, planned work that benefits public lands; (3) achieving part, or all, of its goals related to training and employment of youth; (4) instilling preservation ethics in the future stewards of the environment; and (5) by providing a conduit for positive relationships.

Therefore, the CCC and Forest Service are interested in cooperating to provide a work environment to accomplish the goals of CCC's existing workforce job training and development program.

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

III. CCC SHALL:

- A. **LEGAL AUTHORITY.** CCC 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. **USE OF GOVERNMENT OWNED VEHICLES.** U.S. Forest Service vehicles may be used for official U.S. Forest Service business only accordance with FSH 7109.19, chapter 60, the requirements established by the region in which performance of this agreement takes place, and the terms of this agreement.
- C. **BUILDING AND COMPUTER ACCESS BY NON-U.S. FOREST SERVICE PERSONNEL.** CCC corps members may be granted access to U.S. Forest Service facilities and/or computer systems to accomplish work described in the Operating Plan or Statement of Work. All non-Government employees with unescorted access to U.S. Forest Service facilities and computer systems shall have background checks following the procedures established by USDA Directives 3800 series. Those granted computer access must fulfill all U.S. Forest Service requirements for mandatory



security awareness and role-based advanced security training, and sign all applicable U.S. Forest Service statements of responsibilities.

- D. Review proposed Forest Service work projects and select those that can be satisfactorily accomplished by CCC corpsmembers.
- E. For each accepted project, complete a quarterly Project Evaluation (CCC Form 58) and the associated budget on Agreement Addendum (CCC Form 96B). The forms will be forwarded to the selected Forest Service unit for review and approval.

Note: Project evaluation form (CCC Form 58) is under revision. The new form will be incorporated into this Master Agreement by a jointly signed Modification.

- F. Provide fully qualified CCC corpsmembers, crew transportation, projects equipment, and essential supervision to complete work projects by scheduled time as described in each Project Evaluation.
- G. Reserve the right to withdraw corpsmembers from active projects for emergency response work including, but not limited to, natural disasters and wildfires. Corpsmembers working for the Forest Service on an incident shall be authorized through a separate instrument, appropriate for the work performed.
- H. Provide all necessary medical attention to CCC corpsmembers. CCC will provide the Forest Service with written instructions outlining the CCC procedures for serious injury to or illness of, corpsmembers while on work projects.
- I. Invoices- Project Work. Invoice the Forest Service monthly, for project work. All billing will be complete within 90 days of project completion. Invoices will be submitted in accordance with the payment provisions in each SPA.
- J. Invoices- Emergency Work. Invoice the Forest Service immediately after completion of the assignment following the process described in the Supplemental Project Agreements for Incident Work. *See related Provision V-C.*
- K. Provide a 20% match of In-kind and/or non-cash contribution and/or a combination of both for each project.

IV. THE U.S. FOREST SERVICE SHALL:

- A. At the request of CCC and the discretion of the Forest Service, submit work project proposals to the CCC for review and consideration.
- B. For selected projects, work with the CCC to develop individual Supplemental Project Agreements (SPA) authorizing implementation of the project. *See related provision V-C.*



- C. Provide fully qualified and experienced personnel to provide technical supervision and direction necessary to accomplish the work projects, and provide corpsmembers with appropriate instruction related to the conservation value of the project.
 - D. Hold an orientation meeting with the CCC personnel at the commencement of each project to explain the technical aspects, safety considerations, and any other aspects necessary for the successful execution of the work project. When requested, and as available, present or arrange for an additional education program or training opportunity at the CCC base center, CCC satellite, or project site. The presentation may have emphasis on the history of the project site or area, the public benefit to be derived from this or a similar project, the relationship of such projects to resources or wildlife management, or similar projects.
 - E. As necessary, obtain any clearances and meet any other requirements of trade unions or other labor organizations occasioned by the participation of the CCC in such projects. Obtain any approval and permits required by any other state, federal, or local agency necessary to commence construction or operation of projects.
 - F. Reimburse the CCC for expenses as described in specific Project Evaluation (CCC-58) and Addendum (CCC-96B). Reimbursement will be made for all costs directly related to and necessitated by such projects. This may include, but is not limited to, reimbursement for CCC labor at the CCC's current fiscal year rate or at a negotiated rate on such projects. In either case, financial terms will be documented and have an authorizing signature obtained before work begins. *See provisions III-I and III-J.*
 - G. As negotiated for each project, the Forest Service may provide tools, materials, equipment, supplies, or lodging. These items will be displayed on the financial plan as part of the Forest Service contribution.
- V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:**
- A. Work under this agreement shall be performed under the supervision of CCC officials. The Forest Service will provide such operational supervision, technical advice, guidance and inspection, as it considers necessary for the proper completion of the project work.
 - B. Where feasible and mutually beneficial, the parties will collaborate on career development opportunities for corpsmembers, including internships or additional training.
 - C. Use of the corpsmembers for incident (emergency) work shall be made by developing a Supplemental Project Agreement (SPA) between the Forest Service, Pacific Southwest Region and the CCC Emergency Service Unit. The Incident SPA will describe the crew ordering process, billing, contacts, and rates. The incident SPA will be updated at least annually to reflect any changes in process, contacts, or rates. The



Incident SPA will also identify the match that will be provided by the CCC based on the hourly rate for corpsmembers. The CCC will annually establish an at-cost rate and provide this rate to the U.S. Forest Service. This annual rate will be the basis in ascertaining the match available from the CCC. This rate must be reviewed/determined annually.

- D. Upon completion of each project, permission may be granted to the CCC to place a sign or emblem at the project site, indicating the participation of the CCC. The sign or emblem will be consistent in size and design to its surroundings.
- E. Specific indirect cost rates are approved in the initial instrument. If rates change at any time during the performance period, the proposed adjustments shall be resubmitted to the Forest Service for verification, consideration, and approval, prior to the adjustment rates being billed. Approved rates shall be incorporated by written modification.
- F. The Forest Service recognizes that the CCC exists under a legislative mandate to act under the direction and control of the State Office of Emergency Services, Department of Forestry and other agencies to assist the people of the State of California in times of emergencies arising from fire, flood, wind, and other natural or man-caused disasters and emergencies.

The Forest Service agrees that delays caused by the CCC emergency response shall be excused. Projects will be performed within the statutory parameters, policies, and procedures of the CCC, which may require temporary suspension or permanent cessation of projects due to emergency conditions as defined by such statute, policies and procedures.

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

Principal Cooperator Contacts:

CCC Program Contact	CCC Administrative Contact
Amy Cameron 1719 24 th Street Sacramento, CA, 95816 Telephone: (916) 341-3223 Fax: (877) 315-5085 amy.cameron@ccc.ca.gov	Valerie Justice 1719 24 th Street Sacramento, CA, 95816 Telephone: (916) 341-3143 FAX: (877) 834-4177 Email: valerie.justice@ccc.ca.gov



Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Kathleen Mick 1323 Club Drive Vallejo, CA 94592 Telephone: (707) 562-8859 Email: kmick@fs.fed.us	Suwannee Milburn 1323 Club Drive Vallejo, CA 94592 Telephone: (707) 562-8699 Email: semilburn@fs.fed.us

- H. **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.

- I. **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.

- J. **ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE ENTITIES.** This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434as continued by Consolidated and Further Continuing Appropriations Act, 2013, P.L. No. 113-6, Division F, Title I, Section 1101(a)(3) regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement the CCC 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 the CCC fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds the CCC has expended in violation of sections 433 and 434.

- K. **NOTICES.** Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or the CCC 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 the CCC, at the 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.

- L. **PARTICIPATION IN SIMILAR ACTIVITIES.** This agreement in no way restricts the U.S. Forest Service or the CCC from participating in similar activities with other public or private agencies, organizations, and individuals.
- M. **ENDORSEMENT.** Any the CCC contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of the CCC's products or activities.
- N. **USE OF U.S. FOREST SERVICE INSIGNIA.** In order for the CCC 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 (Washington Office). A written request must be submitted by Pacific Southwest Region to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The Pacific Southwest Region will notify CCC when permission is granted.
- O. **NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANT.** CCC agree(s) that any of CCC's 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 the CCC has hereby willingly agree(s) to assume these responsibilities.

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

- P. **MEMBERS OF CONGRESS.** Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- Q. **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, and so forth.) 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.

R. **ELIGIBLE WORKERS.** CCC 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). CCC 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.

S. **STANDARDS FOR FINANCIAL MANAGEMENT.**

1. Financial Reporting

CCC 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

CCC 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

CCC shall maintain effective control over and accountability for all U.S. Forest Service funds, real property, and personal property assets. CCC 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. CCC shall adequately safeguard all such property and shall ensure that it is used solely for authorized purposes.

4. Source Documentation

CCC shall support all accounting records with source documentation. These documentations include, but are not limited to, cancelled checks, paid bills, payrolls, contract documents. These documents must be made available to the U.S. Forest Service upon request.

T. **OVERPAYMENT.** Any funds paid to the CCC 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 the CCC 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 the CCC.
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.

U. AGREEMENT CLOSE-OUT.

Within 90 days after expiration or notice of termination the parties shall close out the agreement.

Any unobligated balance of cash advanced to the CCC 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.

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 the CCC.

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.

V. PROGRAM MONITORING AND PROGRAM PERFORMANCE REPORTS. The parties to this agreement 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. Wherever the output of the project can be readily expressed in numbers, a computation of the cost per unit of output, if applicable.



- Reason(s) for delay if established goals were not met.
- Additional pertinent information.

CCC shall submit quarterly project performance reports to the U.S. Forest Service Program Manager. These reports are due 30 days after the reporting period. The final performance report must be submitted either with the CCC's final payment request, or separately, but not later than 90 days from the expiration date of the agreement.

- W. **RETENTION AND ACCESS REQUIREMENTS FOR RECORDS.** CCC 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. CCC 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. The rights if access in this section must not be limited to the required retention period but must last as long as the records are kept.

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.

- X. **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). Requests for research data are subject to 2 CFR 215.36.

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2008 Farm Bill).

- Y. **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 Cooperatives, 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.



- Z. **FUNDING EQUIPMENT.** Federal funding under this agreement is not available for reimbursement of the CCC's purchase of equipment. Equipment is defined as having a fair market value of \$5,000 or more per unit and a useful life of over one year.
- AA. **PROPERTY IMPROVEMENTS.** Improvements placed by the CCC 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 of similar nature. No part of this agreement entitles the CCC to any interest in the improvements, other than the right to use them under applicable U.S. Forest Service regulations.
- BB. **CONTRACT REQUIREMENTS.** Any contract under this agreement must be awarded following the CCC's established procurement procedures, to ensure free and open competition, and avoid any conflict of interest (or appearance of a conflict). CCC shall maintain cost and price analysis documentation for potential U.S. Forest Service review. CCC 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 development and awarded under this instrument 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.

- CC. **GOVERNMENT-FURNISHED PROPERTY.** CCC may only use U.S. Forest Service property furnished under this agreement for performing tasks assigned in this agreement. CCC 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, the CCC 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 the CCC 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 the CCC's managerial personnel. CCC's managerial personnel, in this clause, means the CCC's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of the CCC's



business; all or substantially all of the CCC's operation at any one plant or separate location; or a separate and complete major industrial operation.

2. CCC shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. CCC 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. CCC 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, the CCC 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.

DD. OFFSETS, CLAIMS and RIGHTS. Any and all activities entered into or approved by this agreement will create and support afforestation/ reforestation efforts within the National Forest System without generating carbon credits. The U.S. Forest Service does not make claims of permanence or any guarantees of carbon sequestration on lands reforested or afforested through partner assistance. The U.S. Forest Service will provide for long-term management of reforested and afforested lands, according to applicable Federal statute, regulations and forest plans.

EE. REMEDIES FOR COMPLIANCE RELATED ISSUES. If the CCC 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 the CCC 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 the CCC's program;
4. Withhold further awards for the program, or
5. Take other remedies that may be legally available, including debarment procedures under 2 CFR part 417.

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



1. When the U.S. Forest Service and the CCC 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 the CCC 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 the U.S. Forest Services decides 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, the CCC 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 the CCC for the U.S. Forest Service share that cannot be cancelled and were properly incurred by the CCC up to the effective date of the termination. Excess funds must be refunded within 60 days after the effective date of termination.

- GG. 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.
- HH. DEBARMENT AND SUSPENSION.** CCC 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 the CCC 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.
- II. 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.
- JJ.** Execution of this agreement terminates and replaces agreement #11-PA-11052009-313, executed between the parties on April 7, 2011. Any un-expired Supplemental Project Agreement executed under 11-PA-11052009-313 may continue without interruption under this agreement. Under no circumstances may a project be approved for more than five years total.



KK. 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. The expiration date is the final date for completion of all work activities under this agreement.

LL. 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.



MARIA BERUMEN, Administrative Services Division Chief 11-9-2015
California Conservation Corps Date



TERI DRIVAS, Deputy Director 11/12/15
U.S. Forest Service, Pacific Southwest Region Date

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



SUWANNEE MILBURN 11/4/15
U.S. Forest Service Grants Management Specialist 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.

CALIFORNIA CONSERVATION CORPS
Corpsmember Reimbursement Rate
Fiscal Year 2015-16
Updated 9/1/15

	100% of Annual Costs		Reimbursement Bill Rate
	Annual	Hourly Adj Hourly	
I. CORPSMEMBERS			
A. Salaries @ 1,845 hrs (1,922 x 96%)	\$	9.50 per hour	
B. Benefits			
Health Care Premium @ 12 mos	\$	140.00 per month	
Workers Compensation @ 1 year	\$	2,000.00 per year	
Total Corpsmember Salaries & Benefits	\$21,209	\$11.50	\$11.50
Hourly Rate / 1,845 hours			\$11.50
Billable Rate			\$8.26
II. CORPSMEMBER CREWLEADER			
A. Salaries @ 1,845 hrs (1,922 x 96%)	\$	10.00 per hour	
B. Benefits			
Health Care Premium @ 12 mos	\$	140.00 per month	
Workers Compensation @ 1 year	\$	2,000.00 per year	
Total Crewleader Salaries & Benefits	\$22,131	\$12.00	\$12.00
Hourly Rate / 1,845 hours			\$12.00
Adjusted Hourly Rate (per CM, based on 14 CM/crew)			\$0.62
Billable Rate			\$0.62
III. CONSERVATIONIST I			
A. Salaries (max range, @ 12 mos)	\$	4,272 per month	
B. Benefits @ 43% of salaries			
Total Conservationist I Salaries & Benefits	\$73,308	\$35.24	
Hourly Rate / 2,080 hours			\$2.35
Adjusted Hourly Rate (per CM, based on (14 CM+1 CM CL)/crew)			\$2.35
Billable Rate			\$1.69
IV. TOTAL CORPSMEMBER HOURLY RATE			
			\$14.70
V. DIRECT PROGRAM OVERHEAD			
			\$8.62
VI. ADMINISTRATIVE OVERHEAD			
			\$3.24
TOTAL CORPSMEMBER HOURLY RATE			
			\$27.82

Notes:
 CM hourly rate includes minimum wage increase to \$10/hr eff 1/1/16, rate above is annualized.

Sponsor Contract #

CCC Agreement #

Index#

CCC Work Code

(CCC Contract Officer Assigns)

(Center Index Code is Four digits)

(Center Project Manager Assigns)

A) The California Conservation Corps (CCC), agrees to provide crew labor for the project titled:

See CCC-58: Project Evaluation Form for details.

B) The term of this agreement shall be:
 Agreement Start Date: _____ Check here if multi-year
 Agreement Expiration Date: _____

C) Sponsor agrees to reimburse the CCC for estimated costs in accordance with the Fiscal Summary.
 (Fiscal Year displays are shown on page 2.)
 NOTE TO SPONSOR: Budget detail will not be provided on invoices on Performance-Based Contracts.

LABOR	Hours	Sponsor Contribution Rate/Hr	CCC Contribution Rate/Hr	Total Cost Rate/Hr	Sponsor Contribution	CCC Contribution	Fiscal Total
CM Regular Time:	0.00	See individual Fiscal Year displays			\$ -	\$ -	\$ -
CM Overtime:	0.00				\$ -	\$ -	\$ -
Performance-Based Labor	0.00						
	# of CM:	# of CM Hrs per Day:	# of Days:				
	See individual Fiscal Year displays				\$ -	\$ -	\$ -
	Staff BILLABLE Regular Time :				\$ -	\$ -	\$ -
	Staff Overtime :				\$ -	\$ -	\$ -
EXPENSES							
	Equipment (greater than \$5,000):				\$ -	\$ -	\$ -
	Tools (includes equipment less than \$5,000):				\$ -	\$ -	\$ -
	Materials:				\$ -	\$ -	\$ -
	Vehicle Operations:				\$ -	\$ -	\$ -
	Consulting:				\$ -	\$ -	\$ -
	Other:				\$ -	\$ -	\$ -
	TOTAL:				\$ -	\$ -	\$ -

D) Total Contract Value: \$ -

E) The CCC shall forward billing for labor and/or operating expenses with supporting documentation in triplicate to sponsor
 Monthly Quarterly At end of contract
 Sponsor agrees to pay CCC within 50 days from receipt of bill. Negotiated Advanced Payments: \$ -

Sponsor	
Organization:	
Date:	
Signature:	
Print:	
Title:	
SPONSOR EMAIL ADDRESS	
SPONSOR MAILING ADDRESS	
SPONSOR BILLING ADDRESS:	

STATE OF CALIFORNIA	
California Conservation Corps	
Date:	
Signature:	
Print:	Maria Berumen
Title:	Administrative Chief
CCC DISTRICT VERIFICATION	
Date:	
Signature:	
Print:	
Title:	Conservation Supervisor
FORWARD PAYMENTS TO:	
California Conservation Corps	
Attention: Accounting/Receivables	
1719 24th Street	
Sacramento, CA 95816	

	LABOR		Sponsor	CCC	Total Cost	Sponsor	CCC	Fiscal Total		
	Hours	Rate/Hr	Contribution Rate/Hr	Contribution Rate/Hr	Rate/Hr	Contribution	Contribution			
Fifth Fiscal Year Display	CM Regular Time:	0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	CM Overtime:	0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	Performance-Based Labor	0.00	\$ -	\$ -	\$ -					
		# of CM:	# of CM Hrs per Day:	# of Days:						
		0	0	0	\$ -	\$ -	\$ -	\$ -		
	Staff BILLABLE Regular Time:						\$ -	\$ -	\$ -	
	Staff Overtime:						\$ -	\$ -	\$ -	
	From:	EXPENSES								
	To:	Equipment (greater than \$5,000):						\$ -	\$ -	\$ -
		Tools (includes equipment less than \$5,000):						\$ -	\$ -	\$ -
Materials:						\$ -	\$ -	\$ -		
Vehicle Operations:						\$ -	\$ -	\$ -		
Consulting:						\$ -	\$ -	\$ -		
Other:						\$ -	\$ -	\$ -		
TOTAL:						\$ -	\$ -	\$ -		
Sixth Fiscal Year Display	CM Regular Time:	0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	CM Overtime:	0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	Performance-Based Labor	0.00	\$ -	\$ -	\$ -					
		# of CM:	# of CM Hrs per Day:	# of Days:						
		0	0	0	\$ -	\$ -	\$ -	\$ -		
	Staff BILLABLE Regular Time:						\$ -	\$ -	\$ -	
	Staff Overtime:						\$ -	\$ -	\$ -	
	From:	EXPENSES								
	To:	Equipment (greater than \$5,000):						\$ -	\$ -	\$ -
		Tools (includes equipment less than \$5,000):						\$ -	\$ -	\$ -
Materials:						\$ -	\$ -	\$ -		
Vehicle Operations:						\$ -	\$ -	\$ -		
Consulting:						\$ -	\$ -	\$ -		
Other:						\$ -	\$ -	\$ -		
TOTAL:						\$ -	\$ -	\$ -		
Seventh Fiscal Year Display	CM Regular Time:	0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	CM Overtime:	0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	Performance-Based Labor	0.00	\$ -	\$ -	\$ -					
		# of CM:	# of CM Hrs per Day:	# of Days:						
		0	0	0	\$ -	\$ -	\$ -	\$ -		
	Staff BILLABLE Regular Time:						\$ -	\$ -	\$ -	
	Staff Overtime:						\$ -	\$ -	\$ -	
	From:	EXPENSES								
	To:	Equipment (greater than \$5,000):						\$ -	\$ -	\$ -
		Tools (includes equipment less than \$5,000):						\$ -	\$ -	\$ -
Materials:						\$ -	\$ -	\$ -		
Vehicle Operations:						\$ -	\$ -	\$ -		
Consulting:						\$ -	\$ -	\$ -		
Other:						\$ -	\$ -	\$ -		
TOTAL:						\$ -	\$ -	\$ -		
Eighth Fiscal Year Display	CM Regular Time:	0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	CM Overtime:	0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	Performance-Based Labor	0.00	\$ -	\$ -	\$ -					
		# of CM:	# of CM Hrs per Day:	# of Days:						
		0	0	0	\$ -	\$ -	\$ -	\$ -		
	Staff BILLABLE Regular Time:						\$ -	\$ -	\$ -	
	Staff Overtime:						\$ -	\$ -	\$ -	
	From:	EXPENSES								
	To:	Equipment (greater than \$5,000):						\$ -	\$ -	\$ -
		Tools (includes equipment less than \$5,000):						\$ -	\$ -	\$ -
Materials:						\$ -	\$ -	\$ -		
Vehicle Operations:						\$ -	\$ -	\$ -		
Consulting:						\$ -	\$ -	\$ -		
Other:						\$ -	\$ -	\$ -		
TOTAL:						\$ -	\$ -	\$ -		

Total Contract Value: \$ -

[A] PROJECT DATA		Center Code:
Project/Work Code: - -		Location Code:
Contract: - -	Resource Category:	
Project Title:		
Project Description:		

[B] SPONSOR INFORMATION

Agency Code:	Sponsoring Agency:	Address:	
City:	State:	ZIP:	-
Sponsor Representative:	Title:	Phone: () -	
Technical Supervisor:	Title:	Phone: () -	

[C] EMERGENCY RESPONSE INFORMATION

CDF Incident # -	Request # -	OES # -	HQ Ref. # -
CCC Index #	Corpsmember Overtime Pay Serial #		

[D] ESTIMATE INFORMATION

[E] WORKSITE INFORMATION

Hours: 0	Directions to Worksite Location:		
Start Date: / /			
	ZIP: -	County Code:	County:

[F] FOR HQ USE ONLY

ERIN HEALY 05/31/2013, 9:52am

Received:	Logged:	Verified:
Analyst:	Entered:	Checked:

[G] EDUCATIONAL ACTIVITIES

Sponsor: Educational presentation to increase Corpsmember understanding of the natural environment. Length of time scheduled: 0.00 Hrs.

CCC: The CCC will be doing the following work/learn activities. Length of time scheduled: 0.00 Hrs.

[H] EQUIPMENT, MATERIALS, AND LABOR

To be supplied by Sponsor:	To be supplied by CCC:

Special SPIKE equipment needed by crew:

SPIKE Information (description and location of housing):

