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**MEDIATED SETTLEMENT AGREEMENT  
FOR THE SEQUOIA NATIONAL FOREST**

**July 1990**

***I. PREAMBLE***

- A. On February 25, 1988, the Regional Forester for the Pacific Southwest Region of the United States Forest Service made a decision to adopt a Land and Resource Management Plan ("Forest Plan," "Plan," or "LMP") for the Sequoia National Forest. His decision was based on a Final Environmental Impact Statement ("EIS") on the proposed Plan and was explained in a Record of Decision ("ROD").
- B. Numerous parties appealed the decision, challenging the Plan and/or the EIS on many grounds. The appellants represent a very wide range of interests and a wide range of forest users. The appellants in each appeal are identified in Exhibit A to this Agreement. The appellants filed their various Statements of Reasons by July 20, 1988. The Forest Service filed its Responsive Statements by March 8, 1989. All appeals not otherwise disposed of were then extended pending the outcome of mediated negotiations.
- C. During the fall of 1988, the Forest Service entered into an agreement with the

California Department of Fish and Game ("DFG") to settle its appeal, No. 2403. That agreement is set forth in a letter from James A. Crates, Forest Supervisor, to George Nokes, Regional Manager, DFG, dated November 15, 1988 (Exhibit B). The issues raised by DFG were also raised by incorporation in Appeal No. 2332. The terms of Exhibit B, therefore, are incorporated by this reference into this Agreement. Where any more stringent requirements are imposed by this Agreement, they will prevail over the terms of Exhibit B.

D. In December, 1988, the Forest Service hired Ms. Alana Knaster of the Mediation Institute to meet with the Forest Service and the various appellants to make a recommendation on whether the parties should attempt to negotiate a settlement and, if negotiations proceeded, to serve as mediator. During January and February, 1989, Ms. Knaster met with the Forest Service and the appellants and recommended that negotiations ensue. Subsequently, the Forest Service and appellants that chose to participate in the negotiations agreed upon Protocols to govern the proceedings. The Protocols are incorporated by reference into this agreement attached hereto as Exhibit C. Where any more stringent requirements are imposed by this Agreement, they will prevail over the terms of Exhibit C.

E. Between March, 1989 and June, 1990, the parties spent many days in face-to-face discussion and negotiation over issues raised in the appeals and an

*sequoia mediation agreement, july 1990*

enormous number of additional hours developing and discussing proposed solutions to identified problems. Many of those solutions require that information presently lacking be gathered and utilized, both to check the validity of Plan assumptions and to refine the Plan over time. The parties, therefore, decided to settle the Plan appeals by (1) presently disposing of some issues on the merits; and (2) setting up processes for developing needed information, monitoring Plan implementation, and addressing other issues over time.

F. The parties have differing views on many legal and factual issues raised in the appeals. A party's consent to this compromise agreement does not imply such party's concurrence in any particular interpretation of law or fact, except as otherwise expressly stated in this Agreement.

G. The parties concur that this Agreement binds them only as provided herein. The parties enter into this Agreement pursuant to compromise because of the unique factual circumstances in the Sequoia National Forest and in settlement of disputed claims to avoid prolonged and complicated litigation and to further the public interest. The parties concur that this Agreement applies solely to the issues raised in administrative appeals of the Land Management Plan for the Sequoia National Forest. This Agreement terminates at such time as the Plan is revised in accordance with 36 C.F.R. § 219.10(g).

- H. In the interim period between signing this Agreement and finalizing an amendment incorporating this Agreement into the Plan, the Parties agree that the provisions of this Agreement shall be implemented according to the schedules indicated throughout this document. Such interim action conforms to NEPA direction that, until a record of decision is issued, the agency must not limit the range of choice [40 CFR 1506.1(a)(2)]. Continuing implementation of the Plan as is would destroy the option of implementing some of the provisions of the Agreement; therefore, the Parties agree to this interim direction. The Forest Service anticipates that the NEPA process, including preparation of amendments and an EIS, may take up to two years.
- I. Throughout this Agreement, the Forest Service has agreed to perform certain tasks by specified dates or time periods. All parties contemplate that these deadlines are reasonable and that the Forest Service shall adhere to the deadlines. The parties recognize, however, that events arising from causes beyond the reasonable control of the Forest Service despite the due diligence and good faith efforts of the Forest Service may preclude the Forest Service from completing the specified task by the specified deadline. In such an event, the Forest Service shall, within 21 days of the specified deadline, notify all parties of its inability to complete the task within the specified time, the reasons for that inability, and the date by which the task shall be completed. Any party may challenge in court either the failure to complete the task by the specified

date or the new date set forth by the Forest Service for completion of the task. If such a challenge is made, the burden of proof shall be on the Forest Service to show that the failure to complete the task by the specified date was based on events arising from causes beyond the reasonable control of the Forest Service despite due diligence and good faith efforts and that the new date for completion is reasonable. Any cause of action contemplated by this paragraph arises only for the parties to this Agreement. The parties also contemplate that the existence of litigation against the Sequoia National Forest shall not be precluded from consideration as an event arising from causes beyond the reasonable control of the Forest Service.

## II. AGREEMENTS

### A. *Riparian Areas, Including Meadows*

1. The Riparian Standards and Guidelines (attached to this Agreement as Exhibit D) shall be incorporated into the Plan through Plan amendment and its attendant NEPA process.
2. Interim: The Riparian Standards and Guidelines as set forth in Exhibit D shall be fully implemented in the interim period before the amendment to the Plan is effective. Any timber sale contract predating this Agreement will be modified to conform to the Riparian Standards and Guidelines.

3. Landings and non-system roads that have been put to bed, are located within streamside management zones, and would be inconsistent with the Standards and Guidelines set forth in Exhibit D, will not be reopened and reused unless the Sequoia National Forest makes a specific finding, based on a project environmental document, that using such roads or landings would cause less harm to riparian resources than building new roads and/or landings.

B. *Giant Sequoia Groves*

1. Background: The Parties to this Agreement state:
  - a. The Giant Sequoia Groves in Sequoia National Forest ("Groves") are a unique national treasure that shall be preserved.
  - b. The goal for the administration of the Groves shall be to protect, preserve, and restore the Groves for the benefit and enjoyment of present and future generations.
  - c. The Converse Basin area has been subject of significant timber harvest since the late 1800s. With the exception of designated areas to be preserved, this area of the Forest will continue to be available for commercial logging.

2. Implementation:

a. Interim Protection

- (1) Until a final Grove boundary for each Grove is determined in accordance with this Agreement, that Grove, based on the most recent data for the location of giant sequoias, shall be protected, including an interim 500 foot buffer extending from a hypothetical perimeter line around the outermost known giant sequoias in the Grove. This will be a no logging, restricted mechanical entry area. For purposes of this Agreement, the following mechanical/motorized uses only will be permitted inside an interim or final Grove boundary line:

- (a) expansion of the parking lot at the Trail of the 100 Giants;
- (b) use of existing roads;
- (c) existing use of OHVs on: i) trail #31E56 inside Deer Creek Grove, ii) trail #31E30 from Belknap to Cedar Slope inside McIntyre Grove, and iii) any established trails identified by the Forest Service as existing on the date of this Agreement, with written notice to all parties, provided however, that

OHV use is subject to final determinations made by the Trail Management Plan;

- (d) Management in accordance with approved fuel load reduction plans;
- (e) use of light equipment to build and/or maintain trails; and
- (f) use of equipment to fight wildfires (use of heavy equipment off of existing roads will require Forest Supervisor approval)
- (g) use of battery operated wheelchairs.

New mechanical/motorized uses shall not be automatically precluded within Grove Influence Zones.

- (2) An additional zone of 500 feet, called the Grove Influence Zone, shall be protected from logging activities inconsistent with Section B.2.d.(1). of this Agreement prior to the identification of final administrative Grove Influence Zone boundaries.
- (3) Notwithstanding subsection (2) above, where no Decision Notice

has been executed as of the date of this Agreement for a timber sale within the Grove Influence Zone, no logging plans will be approved by the Forest Supervisor within 1000 feet of the hypothetical perimeter line of the Rundel-identified grove until the Forest Supervisor has determined the Grove and Grove Influence Zone boundaries in accordance with this Agreement.

b. Grove Management

- (1) Within this Plan period, it is desirable that the Sequoia National Forest shall inventory all giant sequoias (3 feet or larger dbh) in each Grove by size and approximate location in order to provide a suitable data base for future protection of the sequoias; the Sequoia National Forest shall request no less than \$40,000 per year in its annual budget request starting FY1992 and extending through the end of the Plan period for giant sequoia inventory purposes, or until the inventory is completed. Priority for inventory of Giant Sequoia Groves will be pursuant to subparagraph (2), below.
  
- (2) Within this Plan period, the Sequoia National Forest shall begin to inventory and evaluate each Grove for its fuel load build-up. Based on this inventory and evaluation, Groves, or parts of Groves, with risks of catastrophic fire and/or exclusion of new giant sequoia

regeneration because of unnatural fuel load build-up will be identified and prioritized for fuel load reduction treatment.

Pursuant to this prioritization, the Forest Service shall begin addressing the Grove fuel load build-up problems during this plan period, with public participation and planning in accordance with NEPA.

- (3) Except as set forth in section II.B.2.a.(1), there shall be no new road-building, logging or mechanical/motorized entry (except for entry on existing roads) within the final administrative boundary of any Grove during the period of time in which the Sequoia National Forest activities are covered by the 1988 Land and Resource Management Plan. For purposes of this Agreement, prohibited logging shall mean any logging activity except logging conducted for the limited and specific purpose of reducing the fuel load in the Groves pursuant to a Grove specific fuel load reduction plan and Grove specific EIS. The only salvage logging permitted in the Groves will be that logging permitted and described in the previous sentence. It is agreed that the methods to be used to remove specific trees from the Groves, as part of an adopted fuel reduction plan, shall be the most environmentally sensitive available. The objective of fuel load reduction plans shall be to

preserve, protect, restore and regenerate the Giant Sequoia Groves, without unnecessary damage to any old-growth trees in the Grove. Any logging component of a fuel reduction program in a grove shall protect the old-growth pine, fir, incense cedar and black oak components of the stand. Any tree identified for removal under this paragraph shall be so identified in the field in consultation with a forester from either the Save-the-Redwoods League ("League") or the Sierra Club ("Club").

c. Grove and Grove Influence Zone Boundary Identification Procedures

- (1) The Sierra Club, the Save-the-Redwoods League, the timber industry ("Industry") and the Forest Service shall each designate one representative to serve on the Grove Boundary Team. The Team shall begin to identify final administrative Grove and Grove Influence Zone boundaries prior to September 15, 1990. The Team shall follow the standards and guidelines outlined in subparagraph 2 below in determining final administrative Grove and Grove Influence Zone boundary lines. The Team shall recommend final administrative Grove and Grove Influence Zone boundaries to the Forest Supervisor by December 31, 1991, subject to paragraph II.B.2.c.(4). Copies of the recommendations shall be sent to all parties, who shall have 45 days from mailing to submit

comments for the Forest Supervisor's consideration.

(2) Standards and Guidelines for Grove and Grove Influence Zone

Boundary Identification:

- (a) There will be two zones created adjacent to and external to the hypothetical perimeter line of the outermost known giant sequoia trees in each Grove. The first zone will be included within the final administrative Grove boundary. The second zone shall be called a Grove Influence Zone.
  
- (b) Though Grove identification is a matter of interpretation, and some adjacent Groves shall be managed as if they were a single large Grove (as later described in this Agreement), the Rundel Grove identifications in the Forest Plan are used in this Agreement by name as the basis for Grove and Grove Influence Zone boundary identification.
  
- (c) Sequoia Grove boundaries have not yet been precisely defined. Giant sequoias naturally occur in "scattered" locations outside of, or on the periphery of, aggregations of giant sequoias consensually recognized as sequoia "Groves."

(d) The final administrative Grove boundaries shall be identified to include both (i) the area within a hypothetical perimeter line around the outermost giant sequoia trees in the Grove, and (ii) a buffer area (which may differ in size for different groves, as later described) beyond the hypothetical perimeter line which shall be included in the final administrative boundary of a Grove.

(e) In determining the hypothetical perimeter line around the outermost giant sequoia trees in a Grove (which becomes the basis for identifying the interim protection zone and the administrative boundaries of the Grove and Grove Influence Zone), the following guidelines shall apply:

i) Any naturally occurring giant sequoia (1 foot or larger dbh) which is located within 500 feet of at least 3 other giant sequoias (each 1 foot or larger dbh), shall always be included within the hypothetical perimeter line; provided, however, that the Grove Boundary Team may reasonably adjust the perimeter line for a specific Grove so long as there is a rational basis for the adjustment (such as topographic features) and all participating team members

agree to the adjustment.

ii) Notwithstanding subsection (i) above, all giant sequoias consensually recognized as being included in a Grove identified in the Rundel Grove list used in the Forest Plan shall always be included within the hypothetical perimeter line. In other words, the guidelines for identifying the hypothetical perimeter line shall not be used to fragment the existing groves as identified by Rundel.

iii) Where, as described later in this Agreement, several adjacent Groves are to be managed as if they were one large Grove, the hypothetical perimeter line, as defined, shall be a single line around the outermost giant sequoia trees in the complex of Groves, taken as a whole.

(f) Boundaries shall also be identified for Grove Influence Zones (which may differ in size for different Groves, as later described), which shall be contiguous to each Grove. (See Section B.2.d. regarding management of Grove Influence Zones.)

- (g) The parties agree that the Grove and Grove Influence Zone boundary guidelines are minimum protection criteria. The parties also agree that management protection such as SOHAs, roadless area management, condor nesting sites, etc., may provide for protection of areas adjacent to Giant Sequoia Groves which exceed the minimum protection described below.
- (h) Further, the parties also agree that the types of management protection such as those set forth in (g) above may also minimize or eliminate issues concerning precise Grove and Grove Influence Zone administrative boundaries for many Groves, as well the presence of adjacent National Park, State, Indian, or private lands.
- (i) Topographical features such as ridges may take precedence over field distance measurements in finalizing boundaries of a Grove and/or Grove Influence Zone where such features logically and physically separate giant sequoias from the general forest. However, man-made impacts such as existing roads shall not diminish the size of the Grove and/or Grove Influence Zones, unless agreed upon pursuant to subsection

(k) of this section.

(j) Specific Grove, Grove Influence Zone, and Isolated Sequoia Tree Standards and Guidelines

i) Black Mountain Grove: (a) The narrow corridor of general forest between the Black Mountain Roadless Area and the Black Mountain Grove in Sections 1 and 12 will be a no logging, restricted mechanical entry area. The extension of road 21S12, beyond its intersection with road 21S25 in Section 1, shall be closed to the public. (b) The balance of the Black Mountain Grove shall receive a 500 foot no logging, restricted mechanical entry zone outside of the hypothetical perimeter line around the outermost giant sequoias in the Grove within its final Grove boundary line and an added 500 foot Grove Influence Zone.

ii) Belknap/McIntyre/Wheel Meadow Grove Complex: This will be treated as one large Grove in drawing the hypothetical perimeter line of outermost giant sequoias in the Grove. The Grove Boundary Team may consider a no logging, restricted mechanical entry zone that would extend north and east to Highway 190. The other boundaries of the

Grove shall include a 500 foot no logging, restricted mechanical entry zone outside of the hypothetical perimeter line of outermost giant sequoias of the Grove within the final Grove Boundary line and an added 500 foot Grove Influence Zone.

iii) The Greater Evans Grove Complex: The following Groves shall be integrated into this complex and managed as one large Grove in drawing the hypothetical perimeter line of outermost giant sequoias in the Grove: Lockwood Grove, Evans Grove, Kennedy Grove, Burton Grove, Little Boulder Grove, and Boulder Grove. There shall be a 500 foot no logging, no mechanical entry zone outside of the hypothetical perimeter line of the outermost giant sequoias in the Grove within the final Grove boundary line and an added 500 foot Grove Influence Zone.

iv) Freeman Creek Grove and Watershed: (a) There shall be no logging and no motorized vehicle use by the public anywhere in the Freeman Creek Grove Management Area as shown on the map, Exhibit E. The Sequoia National Forest shall manage this Area as a Botanic Area.

(b) All land areas outside of the Botanic Area but within the Freeman Creek watershed, west of Lloyd Meadow Road, as designated on the map, Exhibit F, shall be managed by the Regulation Class II, single tree or small group selection uneven-aged management prescription. There shall be no green timber sales scheduled in the watershed west of the Botanic Area in this planning period. Existing plantations may be managed; provided, however, that no management prescription outside and upslope of Giant Sequoias shall adversely impact the hydrology of the Sequoias. (c) The Freeman Creek Trail from North Road to the Lloyd Meadow Road shall be designated as Sensitivity Level One.

v) Indian Basin Grove: (a) There will be no logging except for safety reasons in and near the Princess Campground area south and east of Highway 180, and (b) a 500 foot no logging, restricted mechanical entry zone outside of the hypothetical perimeter line of the outermost giant sequoias in the Grove within the Grove boundary plus an added 500 foot Grove Influence Zone.

vi) The following Groves shall receive a 500 foot no logging, restricted mechanical entry zone outside of the hypothetical perimeter line of the outermost giant sequoias in the Grove within the Grove boundary line plus an added 500 foot Grove Influence Zone: Bearskin Grove, Big Stump Grove, Deer Creek Grove, Grant Grove, Landslide Grove, Long Meadow Grove, Packsaddle Grove, Peyrone Grove, Red Hill Grove, Redwood Mountain Grove, Starvation Creek Grove and Tenmile Grove.

vii) The following Groves shall receive a 300 foot no logging, restricted mechanical entry zone outside of the hypothetical perimeter line of the outermost giant sequoias in the Grove within the Grove boundary line plus an added 300 foot Grove Influence Zone: Powderhorn Grove, Alder Creek Grove, Abbott Creek Grove, Cherry Gap Grove, Mountain Home Grove and Cunningham Grove.

viii) The six hundred (600) acres of Converse Basin Grove recommended for preservation (see section B.2.e.(2) below) shall receive a 500 foot no logging, restricted mechanical entry zone outside of the preservation area.

ix) The following Groves, and their adjacent areas, are protected because of other designations and do not require precise boundary determinations for Sequoia Grove protection purposes: Agnew Grove (Wilderness Area), Burro Creek Grove (to be proposed as Wilderness), Deer Meadow Grove (protected portion of Agnew Roadless Area), Dillonwood Grove (to be proposed as Wilderness), Maggie Mountain Grove (Wilderness), Middle Tule Grove (part Wilderness and part to be proposed as Wilderness), and Silver Creek Grove (to be proposed as Wilderness).

x) Naturally occurring isolated giant sequoia trees (3 feet or larger dbh) located inside or outside of the Grove Influence Zones shall be protected by a restricted mechanical entry within an area equal to at least  $\frac{2}{3}$  the height of the tree, provided; however, that only single tree selection logging is permitted in this area, so long as the giant sequoia tree is protected from unnecessary logging damage.

xi) Naturally occurring giant sequoia trees (under 3 feet

dbh) located inside of the Grove Influence Zone shall be protected from all logging operations, including specifically protecting the root system. Every reasonable effort shall be made to protect naturally occurring giant sequoia trees (under 3 feet dbh) located outside of the Grove Influence Zone from road construction, cable logging, and other logging activities. No additional buffer will be required for these trees, though the Forest Service shall make an effort to preserve them within wildlife clumps, within other small areas not logged under the regeneration mosaic silvicultural prescription, or within areas reserved to meet the seral stage diversity requirements.

xii) Any detached naturally occurring group (10 or more giant sequoia trees with at least 4 trees with a 3 foot or larger dbh) located outside the Grove Influence Zone, and not identified by Rundel as included in an existing Grove, shall be given the designation of "Grove" and given a 300 foot no logging, restricted mechanical entry zone within the Grove boundary and a 300 foot Grove Influence Zone; provided, however, that the Grove Boundary Team agrees with this designation. If the Grove Boundary Team cannot

agree, the unresolved issue shall be submitted to the Expert Panel for its determination and recommendation to the Forest Supervisor.

xiii) If previously unknown Giant Sequoia trees of any size and number outside of the interim buffer or final Grove boundary are discovered, the applicable Grove boundary and/or Grove Influence Zone shall be modified in accordance with the guidelines set forth in this section.

(k) The Grove Boundary Team may reasonably adjust final boundaries of Groves and/or Grove Influence Zones, subject to final approval by the Forest Supervisor, either to expand or contract these zones, for a specific Grove, so long as there is a rational basis for the adjustment (such as topographic features) and all participating team members agree to the adjustment.

(l) With the exception of Converse Basin, these Grove and Grove Influence Zone boundary line standards and guidelines are solely for the purpose of protecting the Groves and the adjacent areas, and are not intended as a

"release" or a management prescription for other areas of the Forest, which shall be managed or protected as otherwise provided in the forest plan and in this Agreement.

- (3) If any logging is planned to occur within 1,000 feet of any interim or final Grove Boundary, a special written notice shall be sent to the appellants. This notice shall include a topographical map which specifically (1) locates the boundary of the proposed cutting unit, (2) locates the Forest Service interim or final Grove Boundary, (3) predicts the distance between the two, and (4) specifies a date and time, no sooner than 30 days, unless otherwise agreed upon, for the interested parties to accompany the Forest Service into the field to review the plan on the ground with the objective to resolve differences prior to the preparation of an EA or EIS.
- (4) If Grove Boundary Team members fail to reach unanimous agreement on permanent Grove and Grove Influence Zone boundaries for all Groves prior to December 31, 1991, or within a reasonable time thereafter, if a specific extended time period is agreed upon in writing by all team members, an Expert Panel of three people shall be formed. The Sierra Club and

Save-the-Redwoods League shall appoint one member, the Forest Service shall appoint one member (acceptable to the timber industry), and the two appointees shall choose a third Panel member. All should have a background in giant sequoia protection. The Panel will address itself to each Grove as to which the Team failed to reach agreement. The Panel will review the maps, the differing opinions of the Team Members, and will go into the field to review the matter on the ground. The Panel will make a formal, public written recommendation to the Forest Supervisor for the boundary line of each disputed Grove. The Forest Supervisor shall, upon receiving the final recommendations of the Grove Boundary Team and the Expert Panel (if one is convened), issue a Plan amendment establishing the boundaries of Groves and Grove Influence Zones.

- (5) Except as otherwise provided in this agreement (see section B.2.e.(2) below, re: Converse Basin), each Grove, with final administrative Grove boundaries determined as described herein, shall remain outside the suitable land base.

d. Complementary Management in Grove Influence Zones and Outside of Groves

- (1) Within the Grove Influence Zone, only Regulation Class II, single tree, small group uneven-aged management silvicultural prescriptions will be permitted both before and after final administrative Grove Influence Zone boundaries are identified; provided, however, that if a more protective management designation also applies to the area, or portions of the area (such as streamside management zones, SOHAs, etc.), the more protective designation shall govern what, if any, logging activity is allowed in the Grove Influence Zone.
  
- (2) In all situations where logging or road construction is planned outside of, but upslope of a Grove, a special written notice shall be sent to all appellants during initial development of project alternatives. This notice shall explain fully the action proposed and shall include a topographical map which specifically (1) locates the proposed cutting unit or road to be built, (2) locates the Grove boundary, (3) predicts the distance between the two, and (4) specifies a date and time, no sooner than 30 days, unless otherwise agreed upon, for the interested parties to accompany the Forest Service into the field to review the plan on the ground with the objective to resolve differences prior to the preparation of an EA or EIS. The Decision document for any such activity shall include a

specific finding that the Grove will not be harmed.

- (3) The Sequoia National Forest shall consider Regulation Class 2 helicopter single tree removal for logging operations outside and upslope of, and in close proximity to, a Grove.

e. Special Area Designations

- (1) The Sequoia National Forest shall manage the Freeman Creek Grove Management Area as a Botanic Area. (See further discussion in section B.2.c.(2)(j)(iv) above).
  
- (2) The Sequoia National Forest shall amend the Plan to provide for management of the Converse Basin Grove under Regulation Class II small group or single tree selection and shelterwood silvicultural prescriptions; provided, however, that the regeneration mosaic prescription may be used, if appropriate, in certain limited circumstances (ie. areas logged since circa 1950). No other clearcutting will be permitted in the Converse Basin Grove. Such management activity in the Converse Basin Grove must be pursuant to a plan and EIS that shall, among other things, (a) allocate the 600 acres previously recommended by the Forest Service for preservation to preservation management with a buffer,

and (b) allocate 10% of the remaining (approximately) 2400 acres (240 acres) in the Grove for preservation and regeneration of Giant Sequoias to replace trees cut at the turn of the century. This 10% should be chosen in areas where there has been significant regrowth of the giant sequoia (ie. areas where 70-100 year old giant sequoias are abundant), and no designated preservation units shall be less than 40 acres. All giant sequoias 3 feet or larger dbh in Converse Basin shall be preserved, regardless of any other permitted logging activity. Small giant sequoias may be cut along with other species.

f. Regeneration of Cut-Over Giant Sequoia Groves

- (1) The objectives of regenerating cutover Giant Sequoia Groves will be to restore these areas, as nearly as possible, to the former natural forest condition.
- (2) The Forest shall implement the regeneration plan required by the Stipulation for Entry of Judgment dated 12/27/89, in Sierra Club v. U.S. Forest Service, Case No.CVF-87-263 EDP.

g. This Agreement and the standards and guidelines which it contains shall be interpreted liberally, in the event of ambiguity, in order to

implement the purpose of protection of the Giant Sequoia Groves and Grove Influence Zones.

- h. Research projects may be permitted if consistent with this Agreement. Research projects are subject to NEPA.

C. *Grazing and Oak Management*

1. Introduction: Livestock grazing is subject to applicable riparian standards and guidelines. The Plan will be amended to clarify that Animal Unit Months ("AUMs") allotted under the Forest Plan will not be increased over recent historic levels of approximately 68,000 annually.
  
2. Livestock Grazing in Blue Oak Savanna -- The Plan shall be amended to change management area prescription B06 on page 4-77 of the Plan to:
  - a. Range
    - (1) Give priority to maintaining and enhancing blue oak.
  
    - (2) Develop water, fences, trails, etc., to facilitate optimum use of forage.
  
    - (3) Retain at least 700 lbs./acre residual dry matter (RDM) as the utilization standard for livestock use.

- (4) Winter grazing allotments will limit browse utilization to a change of no more than 15% of preferred browse or 5% of staple species to heavily browsed conditions (form class 3 or 6). Limited browsing will maintain browse in satisfactory condition and indicate that green feed is available for wildlife during winter "green up" (inadequate green forage period).
- (5) Allotment Management plans will emphasize wildlife use of mast crops.
- (6) Pursuant to a contract with the Forest Service, the University of California through the Fresno Foundation California Agricultural Technology Institute, has completed and published in November, 1989 a study of reproduction and age-class frequency of blue oaks on the Sequoia National Forest. Based upon the results of this study, the Sequoia National Forest will adopt allotment specific minimum threshold levels of oak recruitment for implementation in allotment plan revisions beginning in 1991 or sooner as specified in item (7) below.

- (7) The Sequoia National Forest will identify allotments where oak reproduction is at or below the minimum recruitment threshold level and will develop long-term strategies to increase recruitment of oaks into these stands. Upon renewal, allotment management plans will be used to prescribe management strategies to improve management of oak and enhance recruitment based on the University of California study of the Sequoia National Forest along with other studies. A variety of strategies will be considered to obtain an adequate recruitment of oak. The Forest Service will monitor recruitment of oak species into the stands as part of allotment plan inspections and analysis.

3. Oak Management-- The Plan shall be amended to change management direction on page 4-30 of the Plan under Oak Management to:

- a. In mixed conifer-hardwood stands, leave at least 20 square feet per acre basal area of oaks where this currently exists.
- b. Where it currently exists in pure hardwood stands maintain a minimum average of 50 square feet per acre basal area. Leave

heavy mast-producing trees in any harvest of oaks.

- c. Where it currently exists, leave a minimum of 30 square feet per acre basal area of oaks in mixed conifer hardwood stands identified as key deer areas.
  - d. Live oak stands will not be subject to vegetative manipulations other than prescribed burning, thinning for vigor, or for wildlife and watershed habitat improvement.
  - e. In mixed hardwood-conifer or hardwood stands, favor retention of oak trees exhibiting active use as cavity nesting sites or graineries.
4. Black Oak. Prescription OW6 -- The Plan shall be amended to change management area prescription OW6 on pages 4-79 and 81 of the Plan to:

Emphasis

Livestock grazing will be emphasized in black oak woodlands. Where black oak stands are overstocked, thinning may be done to improve age structure, mast production, vigor, or to create fuelbreaks. Range improvement will be provided as needed.

### Opportunities

Wood harvesting in black oaks will be permitted to improve age structure, mast production, vigor, or to create fuelbreaks. Recreation activities which are acceptable within Semi-Primitive Non-Motorized class will be emphasized. Camp and picnic facilities will not be developed. Dispersed recreation will be limited. Watershed improvements which enhance and protect range productivity will receive priority. Transportation system planning and management will favor range activities. Wildlife habitat will be managed to maintain or enhance harvest species and to maintain viable populations of oak woodland dependent species.

### Fish and Wildlife

- a. Provide for 1.5 snags per acre. See section J.1.c.
- b. Maintain at least 50 square feet basal area per acre of oaks where it currently exists.
- c. Maintain understory vegetation to provide horizontal and vertical diversity.
- d. Ensure a stable or upward trend in supply of oaks.

- e. There should be a good distribution of all age classes of oaks that will optimize acorn production. The desired objective is to establish good regeneration and a healthy, viable stand.

seedlings	0-20 years
saplings	21-80 years
mature and decadent	81-250 years

Range

- a. Develop water, fences, trails, etc., to facilitate optimum use of forage.
- b. Retain at least 700 lbs./acre residual dry matter (RDM) as the utilization standard for livestock use.
- c. Winter grazing allotments will limit browse utilization to a change of no more than 15% of preferred browse or 5% of staple species in heavily browsed conditions (form class 3 or 6). Limited browsing will maintain browse in satisfactory condition and indicate that green feed is available for wildlife during winter "green up" (Inadequate green forage period).

- d. Allotment Management plans will emphasize wildlife use of mast crops.

- 5. Livestock Grazing of Burned Mixed Chaparral -- The Plan shall be amended to change management area prescription MC6 on page 4-82 of the Plan to:

Fish and Wildlife

- a. Provide wildlife adaptations in all water developments.
- b. Consider wildlife needs for cover and edge in vegetation manipulation projects.

Range

- a. Use prescribed fire as primary method to accomplish age class management.
- b. Implement vegetative manipulation projects on slopes less than 40% when crown cover of browse species is greater than 70% or average height exceeds 5 feet.
- c. Develop water supplies, fences, and trails where needed on

intensively treated lands.

- d. Allotment Management Plans will be used to prescribe management strategies for the first three growing seasons to manage livestock grazing to promote recovery of the mixed chaparral community and maintain native plant species diversity following prescribed fire. Salting, managing water development, riding, deferring or changing season of use and drift fencing are some of the strategies to be considered for implementation following fire to maintain native plant species diversity.

6. *Effects of Prescribed Fire on Age-Class and Diversity in Mixed Chaparral --*

A Plan amendment will change management indicator species on pages 3-25, 3-26, and 3-27 of the plan to:

- a. Page 3-25 -- Species associated with early successional stages: deer and California quail.
- b. Pages 3-26 and 3-27, Table 3.6, "Indicator Species Used to Determine Changes in Habitat" on page 3-26 and the write-up on "Early Successional Stage" on pages 3-26 and 3-27 of the plan will be changed to include the California quail.

7. Prescription MC5 -- The Plan shall be amended to change management area prescription MC5 on page 4-69 of the Plan to:

Fish and Wildlife

- a. There should be a good distribution of chaparral age classes with the objective of maintaining a healthy, viable stand.

seedlings, sprouts	1-10 years
young	11-30 years
mature/decadent	31+ years

- b. Implement vegetative manipulation projects only when crown density of browse species is greater than 70% or average height exceeds 5 feet.
- c. Develop water supplies on intensively treated lands.
- d. Treat vegetation on slopes greater than 40% to establish a 31+ year age-class rotation.

8. Prescription MC6 --The Plan shall be amended to change management area prescription MC6 on page 4-82 of the Plan:

Fish and Wildlife

- a. Provide wildlife adaptations in all water developments.
- b. Consider wildlife needs for cover and edge in vegetation manipulation projects.

Range

- a. Use prescribed fire as primary method to accomplish age-class management. No more than 60% of the vegetation should be in the seedling/sprout--young age-class. Slopes over 40% are allocated to provide age-classes of 31+ years and older.
- b. Implement vegetative manipulation projects on slopes less than 40% when crown cover of browse species is greater than 70% or average height exceeds 5 feet.
- c. More than 50% of the prescribed fires are to occur in the late summer and fall.

d. Develop water supplies, fences, and trails where needed on intensively treated lands.

9. Type Conversion -- References to type conversion are to be deleted from the Plan. A Plan amendment will make the following deletions:

a. Delete the statement "convert chaparral types to annual grass on slopes less than 10%" from the Fish and Wildlife Section, item 2, on pages 4-46 and 4-69, and from the Range section, item 2, on page 4-82 of the Plan.

b. Delete the statement "limit type conversions" from the Fish and Wildlife section, item 4, on page 4-44 of the Plan.

c. Delete the statement "allow type conversions in ecosystems for wildlife needs" from the Fish and Wildlife section, item 2, on page 4-72 of the Plan.

d. Delete the words "chaparral type conversions and" from Fish and Wildlife section, item 2, on page 4-82 of the Plan.

e. Delete the words "or type converted" from Vegetation sections, 1)

chaparral on page 4-9 of the Plan.

10. Allotment Plans and Effectiveness -- The Plan shall be amended to make the following changes:
  - a. To Forest-wide Standards and Guidelines add on page 4-30 of the Plan under Range: Allotment management plans will include specific information on range condition, trends, livestock grazing capacity, utilization maps and measurements, and forage and habitat allowances for wildlife and they will assess grazing impacts on wildlife, fisheries, water quality and other environmental values. Where such information is lacking from an allotment management plan, it shall be added when the plan is next amended or renewed. Management plans will develop strategies to minimize or discourage livestock use in botanical areas. Where livestock use is in direct conflict with the values for which the botanical area was established, that use will be eliminated. Where livestock grazing is shown to be beneficial for the endangered or sensitive species, it will remain.
  - b. Forest-wide Standards and Guidelines on page 4-30 of the plan under Riparian Areas: The Plan shall be amended to change the

last sentence to read, "Monitor the effectiveness of the Sequoia National Forest's Riparian and Wetlands Standards and Guidelines.

- c. The quarterly project planning schedule shall include the allotment plans that are scheduled for renewal or amendment.

**D. Allowable Sale Quantity**

1. Background

- a. Calculation of a sustainable, maximum Allowable Sales Quantity (ASQ) from a given land base requires that the Forest Service make a number of assumptions. These include assumptions about the intensity of future timber management, regeneration success, growth rates, funding levels, probable environmental impacts, and probable success of mitigation measures.
- b. The Sequoia National Forest believes that the assumptions used in developing the Sequoia's yield tables and in calculating the ASQ agreed to below are reasonable ones and are conservative.
- c. The conservation group appellants, however, are concerned that many of the assumptions are unproven and may be overly optimistic. In their opinion the calculated ASQ may not be

sustainable from the Plan's timber land base, and it may have to be reduced based on actual experience. The timber industry, on the other hand, considers the productive capability of the Forest to be at least twice the ASQ agreed to below.

- d. All parties recognize that the assumptions used in calculating the ASQ must be examined in light of actual experience as the Plan is implemented to determine whether the ASQ is appropriate and sustainable. This question will be addressed in the Forest's annual reports and five-year Land Management Plan review. (See Section W.)
- e. The ASQ calculations referred to below assume that herbicides and other forms of brush control will be used on the Forest pursuant to Regional authorization. Nothing in this Agreement implies any party's consent that use of herbicides is appropriate or waives any party's right to challenge herbicide use in the Region.

- 2. ASQ. The ASQ under the Plan for the decade beginning in 1990 shall be 750 million board feet ("MMBF") from the suitable (regulated) land base (green and salvage volumes), subject to 16 U.S.C. § 1611. The Forest may also sell during the decade 50

MMBF of unregulated salvage and other unregulated volume. Any logging of unregulated lands shall be solely for the purpose of achieving a specified wildlife, recreation, fishery, sensitive plant, or research objective; salvage; or restoration in case of a catastrophic occurrence.

3. Short Fall in Timber Sale Program in FY 1988 and 1989. The parties acknowledge that administrative appeals and litigation have significantly reduced the Sequoia's timber sale program during fiscal years 1988 and 1989. As a result, the two principal purchasers of timber on the Sequoia National Forest, Sierra Forest Products and Sequoia Forest Industries, represent that they currently have record low volumes under contract on the Sequoia National Forest. The shortfall in volume between the volume scheduled in the FLMP and actual volume sold in fiscal years 1988 and 1989 may be made up, if feasible, over the life of the Plan; however, any make-up volume for FY 1988 and 1989 shall be from the salvage of dead and dying trees.
  
4. Existing Timber Sales Under Contract. As of the date of the signing of this Agreement, the parties agree that any green timber sale under contract on the Sequoia National Forest shall not be subject to further challenge by any party, provided, however, that the Sequoia National Forest shall

continue to enforce the terms of all timber sale contracts. the Forest and Sierra Forest Products agree to suspend logging and related activities in units 12, 32, 33, 34, and 39 of the Scraps timber sale. (These units are within 1.5 miles of the center of a Spotted Owl Habitat Area.) The suspension shall last until the Forest has, with respect to the identified units, complied with the requirements of section D.5.b(2).

5. Interim Timber Sale Program. The sales listed below do not necessarily meet all of the requirements of this Agreement. Nevertheless, the parties agree that these sales may go forward, without further challenge by any party, provided that the terms and conditions set forth in a. and b. below are adhered to. The parties reached this agreement concerning the designated timber sales in a spirit of cooperation: their intent is to facilitate the Forest's orderly implementation of this Agreement while, in the interim, minimizing disruption of the local timber supply. Their intent is also to address, in an expeditious manner, important environmental concerns (particularly spotted owls and watershed conditions) that were raised in connection with the listed sales.

**EA's Drafted or Issued & Subject to Appeal (FY 89-90)**

<u>District</u>	<u>Sale</u>	<u>Volume</u>	<u>WS &gt; 80%</u>	<u>Aff. Vol.</u>	<u>Net Vol.</u>
HL	Lightning*	2.0			2.0
HL	Dorsey	2.2	1		2.2
HL	Buck Rock	3.5			3.5
TR	Mountaineer	3.0			3.0
TR	Jerkey	4.5			4.5
HS	Vincent	6.0	1	.485	5.5
HS	Ranger 13%	1.7	2	.03	1.67
GH	Liebel 14%	8.5	4	.95	7.5
CM	Paloma*	5.4	1	1.07	4.3
CM	Casa-Guard	<u>18.7</u>	4	7.5	<u>11.2</u>
	<b>Total</b>	<b>55.5</b>		<b>10.14</b>	<b>45.38</b>

**EA's Yet to be Drafted (FY 90)**

HL	Rabbit	2.0			
HL	Hyde	1.0			
GH	Flat*	5.1			
	<b>Total Potential Volume</b>	<b>69.0</b>		<b>Total Volume Released Unconditionally</b>	<b>51.68</b>

\* Designates FY 89 Carryover Sales

a. Watershed Review.

- (1) For each timber sale listed above which contains units within a subwatershed above 80% of the threshold of concern, harvesting of those units shall be deferred until the Forest conducts a site specific field inspection to verify the pre-

project Cumulative Watershed Evaluation ("CWE") calculation for each watershed and to verify that the proposed project will generate the projected Equivalent Roaded Areas ("ERAs") that have been identified.

- (2) The review referenced in section D.5.a(1) above will be conducted by Forest Service personnel within 60 days of the signing of this Agreement. Both the timber industry and conservation appellants will have the opportunity to designate one individual to observe the review of the field verification work. However, the Sequoia will set and manage the schedule to meet the deadline. The purpose of the review is to insure that adequate measures have been prescribed for these units for control of erosion and sedimentation, and to determine whether mitigation should be modified, or whether units should be modified or omitted, in order to protect soil and water resources.
- (3) A minimum of two professionals (earth scientists or hydrologists) will field review all units in each of the affected watersheds. For each unit, the reviewer will determine one or more new Erosion Hazard Ratings

("EHR") as necessary for proper site evaluation, taking into consideration variations in slope, aspect, vegetative cover, etc. The EHR will be compared to the disturbance coefficient rating used for the CWE analysis. If the projected disturbance levels are different, a new CWE will be formulated.

- (4) On sites demonstrating a high EHR, the professionals will review the mitigation listed in the Environmental Assessment ("EA") to determine if it is adequate to mitigate the concerns identified and their own professional concerns based on field review. If the mitigation is not adequate, the professionals may propose additional mitigation, modification of units, or elimination of units as necessary to address such concerns. Logging and/or roadbuilding shall not be allowed where it would cause impacts to exceed the Threshold of Concern.
- (5) All proposed mitigation must be financed and completed as part of the proposed project. Unfunded WINI proposals will not constitute acceptable mitigation.

- (6) Post-project monitoring will be conducted in accordance with the Sierra National Forest monitoring plan. Monitoring will be conducted both to ascertain if mitigation was implemented and to evaluate its effectiveness.
- (7) Units which are (1) not subject to the watershed review requirements of sub-paragraph a., and (2) not subject to re-evaluation concerning spotted owls (see section b below), may be released for timber harvesting.

b. Spotted Owl Review.

- (1) For the sales listed above, the Forest shall identify timber sale units within 1.5 miles of the center of a SOHA (an "adjacent SOHA" for the purposes of this Agreement). The Forest shall allow no harvesting of such units (the "affected units") until the spotted owl review provisions of this subsection b. have been completed.
- (2) Affected units shall be reviewed as follows:
  - (a) Unless the Forest has already determined such occupancy status during the last five years, the Forest

shall conduct field work to determine occupancy status of each adjacent SOHA, (including attempting to locate any owl pairs, and a pair's nest site or major roosting site(s).

- (b) The Forest shall review for compliance with Regional protocols the pre-project survey methods and analyses that were used for network and non-network owls. Any pre-project survey not in compliance shall be brought into compliance.
- (c) The spotted owl biological evaluation will be brought into compliance with the requirements of section E.2.b.(2) and (3) of this Agreement.
- (d) If after following the procedures set forth above, the Forest determines that there are no spotted owl pairs in the timber sale area or in the adjacent SOHA(s), it may proceed with the sale as planned unless the requirements of section E.2.b(3)(f) apply.
- (e) If after following the procedures set forth above, the

Forest finds a spotted owl pair in the affected units, but not in the adjacent SOHA, the Forest shall conduct a field review to reassess the best 1000 acres of core and 650 acres of replacement habitat and to determine if the Forest should recommend adjusting the SOHA boundary to include the owl pair. If the Forest recommends a change, it shall protect both the original SOHA and the proposed SOHA pending a Regional decision.

- c. With respect to the Casa Guard timber sale, the timber industry agrees to assist the Forest Service in addressing the erosion problem at Rodeo Flat and to repair water bars and side drains within the Fish Creek drainage.
  
- d. The parties agree not to challenge the Flat, Rabbit, and Hyde timber sales, provided the following conditions are met: these sales shall be subject to the Interim Timber Sale Program Watershed and Spotted Owl requirements in section D.5.a. and b., and shall otherwise meet all requirements of this Agreement, except CWE (section N), spotted owls (section E.2.b.) and the EAs (section P). As to the EAs, the Forest shall complete the EAs in conformity

with Forest Service regulations and procedures, and shall make every reasonable effort to comply with section P below, consistent with the objective of completing the EAs for inclusion of the timber sales in the 1990 sales program. The Flat Timber Sale shall also comply with legal requirements for protection of the Mariposa Lily (per the Species Management Guide). Before issuance of the EAs for any of these sales, a representative of the conservation appellants will meet with Ken Fisk or the appropriate District Ranger to attempt in good faith to work out any problems. For the conservation appellants, the representatives will be, for Flat, Brett Matzke; for Rabbit and Hyde, John Rasmussen.

6. Timber Industry Fund. Beginning with FY 90, the timber industry agrees to pay \$1 per thousand board feet for volume harvested into a fund that will be managed by the companies to finance watershed improvement, reforestation or recreation related projects which benefit the Sequoia National Forest. For each year, the fund shall be contributed within 30 days after the end of the calendar year based upon the actual volume of timber harvested (net scale) during the prior year.
7. The Regional Forester agrees to expedite and decide all remaining pending administrative appeals involving Sequoia National Forest timber

sales within 30 days of the date of the signing of this Agreement, or 30 days after the administrative record in the particular appeal is closed, whichever occurs later. The Regional Forester further agrees to petition the Chief or the Secretary of Agriculture to conclude any subsequent review by their own offices as rapidly as possible.

*E. Old Growth, Wildlife Species, and Fisheries*

1. Background.

- a. The Sequoia National Forest manages for old growth values in Spotted Owl Habitat Areas, riparian zones, wilderness areas, giant sequoia groves and significant portions of other areas as required for wildlife and visual values.
- b. In May 1990, the parties reviewed the Sequoia National Forest's spotted owl network and practices for compliance with Regional direction. The provisions of section 2.b. below embody the conclusions of that review.

2. Spotted Owl Habitat Areas (SOHA)

- a. The Sequoia NF shall review the SOHAs on the Forest. The objectives of the review will be to utilize giant sequoia groves and other unregulated areas in the Spotted Owl Network, if doing so

will maintain or improve the quality of the habitat in the network while lessening the impact of the network on the suitable land base. As part of the SOHA review, the Sequoia National Forest will consult with the Department of Fish and Game. Any changes in SOHA areas will be subject to current guidelines for habitat, distribution, occupancy, and other relevant criteria. SOHA network changes under this item will require Regional Office approval and public review.

b. Biological Evaluations for Spotted Owls.

- (1) Background: The parties agree that it is important to verify an existing SOHA before any timber harvest occurs within a 1.5 mile radius from the center of the SOHA. (The 1.5 mile distance was originally adopted by the Sequoia for purposes of analysis). Verification means determining owl habitat types and quantities and owl use. For practical purposes, owl use is determined by identification of owl pairs or location of either a nest site or major roost site.
- (2) For all timber sales, pre-project surveys for non-network owls must be done according to Regional protocols and documented in a biological evaluation ("BE").

- (3) When any portion of a timber sale is located within 1.5 miles from the center of a SOHA (an "adjacent SOHA" for purposes of this Agreement), the spotted owl BE for the sale must include:
- (a) Types and amounts of habitat available within the adjacent SOHA(s);
  - (b) Discussion of the results of spotted owl survey, inventory, and monitoring work done in each adjacent SOHA during the previous five years;
  - (c) Discussion of all other spotted owl survey, inventory, and monitoring work (including surveys for non-network owls) performed in connection with the sale.
  - (d) Discussion of the occupancy status of adjacent SOHA(s). Where occupancy of an adjacent SOHA has not been determined, the Forest shall conduct field work to determine occupancy. A survey for occupancy shall include attempting to locate during

the breeding season any pairs of spotted owls in the SOHA, and either the pair nest site, or major roosting site(s).

(e) Clear statements of conclusions drawn from (a)-(d).

(f) Consideration of any SOHA adjustments that might be appropriate to better incorporate known spotted owl sighting locations and suitable habitat outside the SOHA.

i) Where the Forest has been unable to verify pair occupancy in a SOHA within the last 5 years (1986-1980), and is unable to verify owl pair occupancy during two successive years either within the SOHA or within a 1.5 mile radius from the center of the SOHA, then the Forest shall review the SOHA location for the purpose of determining an alternate more effective location.

ii) The BE must be completed before preparation

of the timber sale decision document. Any recommended changes in SOHA boundaries will be forwarded to the Region. Pending Regional action on such recommendation, no logging or roading will occur that is inconsistent with the original or the proposed SOHA boundaries.

- (4) All SOHA assessments, reassessments, adjustments, and readjustments shall occur independent of and without reference to timber sale boundaries.
- (5) The Forest shall fully document all spotted owl determinations.

3. Furbearers

- a. The Sequoia National Forest will manage habitats and activities for threatened and endangered species to achieve recovery objectives, and for sensitive species, to insure that they do not become threatened or endangered because of Forest Service actions (as specified in FSM 2670).

- b. Sierra Nevada red fox, pine marten and fisher will be managed as sensitive species. Region 5 of the U. S. Forest Service is developing Regional guidelines and directives for furbearer management. In FY 1990 and 1991, the Forest will identify critical habitat for these species in accordance with Region 5 Draft 1989 Guidelines for furbearer, or amendment thereto, and provide interim protection of this habitat. The Forest will use biological evaluations when surveys or historical observations indicate the presence of furbearers within a proposed project area, or when the proposed project may have a potential effect on the species or their critical habitats. Biological evaluations shall be based on surveys of the project area and shall evaluate habitats within the project area in the context of the distribution of the species within the Forest. Preference, when consistent with Regional guidelines, will be afforded to the fisher in its range from 4,000 to 8,000 feet in elevation and to the marten between 8,000 and 13,000 feet in elevation.
- c. The Forest Plan shall be amended to incorporate management practices, and critical and other habitats, essential to the conservation of these species after the Region finalizes the appropriate guidelines and directions. The Forest agrees to

proceed rapidly with any such Plan amendment and to publish the proposed Plan amendment within one year of the Region's final guidelines for any of the specified species.

- d. The Forest acknowledges the need to determine the distribution, status and trend of these species and their habitats within the Forest for biological evaluations, interim management, and the Forest Plan amendment. The Forest will request adequate funding through the annual budgeting process to accomplish this in an expeditious manner. The Forest will negotiate with the Region to locate funds if possible for the 1990 field season to commence a systematic, intensive track plate survey of the Forest. In any event, the Region shall provide funds necessary to conduct the survey by the end of the 1991 field season. (Track plate survey will be used unless the Forest Service determines in consultation with Dr. Reg Barrett that another survey method would provide better data.) The track plate survey should include as many other species as practicable. The Forest Service will consult/confer with Dr. Reg Barrett of U. C. Berkeley in designing this survey.
- e. Exhibit H identifies certain closed canopy (>40%) mature or old growth stands which may meet some of the habitat requirements

for furbearers or may have the potential of being identified as critical furbearer habitat. Until the furbearer habitat network is established, biological evaluations will be used to determine the potential effects on furbearers and the establishment/maintenance of their critical habitation and viable populations where project proposals impact the above identified areas. Where projects are proposed impacting old growth stands in Exhibit H, disclosure in the EA/EIS will show analysis of such impacts on maintaining adequate old growth resources and need to maintain these areas for furbearer habitat. The Forest Service shall consult with the Department of Fish and Game to determine whether these stands should be protected as a means of meeting the habitat/seral stage diversity requirements.

4. Bald Eagles

The Plan will be amended to include the following standard: Protect important roost trees and feeding areas for wintering bald eagles in the vicinity of Pine Flat Reservoir and along the Kern River.

5. Goshawks

The Plan will be amended to include the following standard: Protect all active goshawk nests until an approved Sequoia National Forest Goshawk

Network is established. The Forest will submit a proposed network to Region 5 by January 1, 1991 for approval. Nest protection will include 125 acres of habitat having a restricted operating season from April 1 to August 1 and will include 50 acres of undisturbed suitable habitat surrounding each active nest site. Each project area will be examined for active goshawk nests with the results reported in the environmental document for that project.

6. Condors. The Condor Recovery Plan is currently being revised. The following requirements shall apply until such time as the revised Condor Recovery Plan is implemented.

- a. Suitability Criteria for Evaluating Nesting Sites

- (1) All previously inventoried Giant Sequoia trees with cavities identified as suitable for use by a California condor shall be designated potential condor nesting sites. All newly discovered Giant Sequoia trees with cavities having a potential for condor nesting shall also be designated potential condor nesting sites.
- (2) Until a determination is made that these potential condor nesting sites are unsuitable for use by California condors, management shall be governed by subsection b. below.

- (3) Determination of cavity suitability shall be based on the criteria, found in the May 4, 1984 Memorandum by K. Jiminez-Anderson (USDA, Sequoia National Forest) entitled "Surveying Sequoia gigantea Groves for Condor Nests and Roosting Trees," with the following exceptions: the following criteria, described in the aforementioned memorandum, shall NOT be considered in determining cavity suitability (a) "perches available for young and adults to utilize while hopping in and out of nest," and (b) "fairly easy approach from the air, and space below for taking off."

b. Management of Potential Nesting Habitat

- (1) No clearcutting shall occur within 1/2 miles of a potential condor nesting site.
- (2) Construction of new permanent roads and trails for public use within 1/2 mile of any potential condor nesting site is prohibited. The spacing of temporary roads and landings shall not be any closer than three-eighths of a mile. The intent of this provision is to maintain the general forest

canopy surrounding potential nest sites so that condors will feel "safe" entering and leaving the nesting area.

- (3) When California condors are released and are capable of nesting (approximately five years after release), the Sequoia National Forest in consultation with the Condor Recovery Team shall prepare and implement a road and trail closure plan. The Forest and Condor Recovery Team shall follow the standards and guidelines outlined in the sub-paragraphs (a) - (d) below in preparing this plan.

- (a) All roads (except roads currently paved and those named in (d) below) and trails within .5 miles of a potential nesting site shall be closed to all use, and those within 1.5 miles shall be closed to motorized use, from January 1 through June 30 each year. This closure may be lifted after April 30 each year if the Sequoia National Forest in consultation with the Condor Recovery Team has completed field observations, after April 15, and has concluded that condors are not actively nesting in the affected potential nesting area. The sole limited exception to

this closure shall be for Forest Service vehicles conducting administrative business that could not be postponed until after the closure season. Logging-related uses and recreation uses are specifically excluded during this closure period.

- (b) If the Forest Service determines that condors are nesting in the area, roads and trails within 1.5 miles of the nesting sites shall be closed for the balance of that calendar year.
- (c) Notwithstanding sub-paragraph (a) above, the following may remain open:
  - i) Road 21S05, for recreational use, with a seasonal restriction on the operation of heavy equipment.
  - ii) Road 21S94 from Camp Nelson to the gate at the Tule River Indian Reservation.

- iii) McIntyre Summer Home Tract
- iv) Belknap Campground
- v) Redwood Meadow Campground
- vi) Trail of One Hundred Giants
- vii) Long Meadow Campground
- viii) 23S05 White River Road
- ix) Quaking Aspen Campground
- x) Holey Meadow Campground
- xi) If additional potential nest sites are discovered, the Forest Service in conjunction with the Condor Recovery Team shall determine if additional campgrounds, road, or other public uses may remain open.

c. Management of Active Nesting Habitat

Perennial and intermittent streams upstream and within 1.5 miles of an active nesting site shall not be drafted as a source of water for dust abatement, prescribed burning, broadcast burning, or any other purpose (except to fight wildfires) during the calendar year in which a nest is active.

d. Management of Roosting Habitat

(1) The roost sites identified in the Sequoia National Forest shall remain outside the suitable land base, and shall be designated Wildlife Habitat Management Areas.

(2) When California condors are released, the Forest Service, in consultation with the Condor Recovery Team, shall prepare and implement a road and trails closure plan. Additionally, all roads (except currently paved roads) and trails within 1/2 miles of the roost sites shall be closed to all public use.

7. Fisheries

- a. Amend Plan, Table 4.2 on p. 4-14, under Direct Habitat Improvement, Resident Fish (Miles of Streams), Decade one--  
Change from 3 [miles] to 5 [miles] of the streams in need of repair

or enhancement with available access.

- b. Amend Standards and Guidelines for Fish, Wildlife and Plant Habitat Coordination, Plan at 4-28, as follows:

Restore and enhance fisheries habitat through implementation of "Rise to the Future" (an action plan for the National Forest fisheries program). Continue to identify via stream surveys all streams that are in need of fish habitat repair or enhancement and have the present use and access to justify such work, presently estimated as at least 50 miles of streams on the Forest. Complete repair or enhancement work on such streams at a rate of 10% per year so as to accomplish inventoried work within a decade, as prioritized by WINI.

- c. Amend Plan Goals on p. 4-3 to add: Promote recreational opportunities by striving to increase fisheries biomass by 20% via habitat improvement projects.

- d. Amend Plan Standards and Guidelines on p. 4-28 to add:

- (1) Portions of Section 30 of the Slate Mountain roadless area will be removed from the suitable land base and managed to protect habitat of the Kern River Rainbow Trout.
- (2) A Riparian Demonstration Area will be developed for the critical habitat for the Little Kern Golden Trout.
- (3) Rainbow trout population surveys will be done in connection with stream channel surveys to comply with Forest Service guidelines for monitoring population trends of management indicator species.
- (4) Base line data will be generated using stream surveys, Region 5 Fish Assessment model, and identification of beneficial uses of water in CWE analysis.

**F. Suitable Lands**

1. Background. The parties recognize that the Forest Service has a duty under the NFMA, 16 U.S.C. §§ 1604(k), to review the suitability of forest lands (including roadless areas) for timber production every ten years, and that the review could trigger a Plan amendment affecting land allocations.

2. The Plan shall be amended to provide: As the Sequoia NF implements the Plan, it shall identify on an on-going, site specific basis, all lands not suitable for timber harvesting due to regeneration problems, erosion or soil problems, isolation, rocky terrain, or any other reason. The soils inventory shall be consulted in this process. Suitability shall be specifically addressed in each timber sale environmental document.
  
3. The Plan shall be amended to remove from the suitable land base the following: Giant Sequoia Groves (except portions of Converse Basin), oak woodlands, unregulated portions of stream-side management zones, semi-primitive, non-motorized areas, and other areas so designated in this Agreement. A list of all forested land that will be excluded from the suitable timber land base under the Plan as amended in accordance with this Agreement is attached as Ex. H.
  
4. Reforestation Data Review. The Sequoia National Forest has awarded contracts for the collection of reforestation data. The data collection is expected to be completed by 12/31/90. The data gathered shall be public information. The reforestation data gathered pursuant to the contracts shall be subject to challenge as follows:
  - a. Any party may challenge the accuracy of any site specific

determination if the challenge is accompanied by a statement of a Registered Professional Forester ("RPF") setting forth the basis of the challenge. The Sequoia National Forest shall make a written determination regarding the specific site and shall make that determination public.

- b. Any party may challenge any standard field procedure by presenting a written statement supported by a statement of an RPF setting forth the basis of the challenge. The Sequoia National Forest shall make a written determination regarding the challenged standard field procedure and shall make that determination public.
- c. Nothing in this section shall limit or impair a party's ability to raise questions concerning reforestation or the accuracy of reforestation data in connection with an administrative appeal of a specific project decision and/or project NEPA document.

- 5. Reforestation Report. Within 6 months of completion of data collection, the Sequoia NF shall prepare a reforestation report. The report shall be made public pursuant to the Public Information and Report section below. The report shall include the following:

- a. Description and map of areas of past reforestation efforts, including current stocking levels.
  - b. Statement regarding conclusions based on data; e.g., whether certain land characteristics lead to greater reforestation difficulty.
  - c. Determination of whether there is need to change the suitable land base.
6. Interim: The results of the most current surveys and examinations of nearby plantations within the planning area (at least first and third year stocking exams); e.g., the compartment or group of compartments under study, shall be set forth and discussed in the environmental documentation for the relevant timber sale.

**G. Roadless Areas**

1. The Plan shall be amended to incorporate all of the land use allocations and management direction set forth in this section.
2. Hume Lake District  
Agnew Roadless Area west of Lightning Creek will be classified as unregulated. No road building or logging will occur. The area will be

managed for giant sequoias, watershed, wildlife, and roadless recreation.

3. Tule River Ranger District

- a. Moses Roadless Area. The Regional Forester shall recommend that the mapped portions of the Moses Roadless Area (see Exhibit K) be included in the Wilderness System as provided under the Wilderness Act of 1964. Pending final disposition by the executive and/or legislative branches, the mapped portions of the Moses Roadless Area shall be removed from the available timber land base and the area will be managed to preserve its wilderness character.
  
- b. Slate Mountain Roadless Area will be divided into regulated and unregulated areas as shown on Exhibit J. Except for possible logging and road building incidental to the proposed development of the Peppermint Mountain Resort (to be analyzed in an appropriate NEPA document), no commercial logging or timber harvest roads will be allowed in the unregulated area.<sup>1/</sup> Portions of Section 30 will be managed to protect habitat of the Kern River Rainbow Trout. The Coy drainage will be managed to protect the

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1. This exception does not in any way signify that the parties to this Agreement believe that the Peppermint Mountain Resort should be approved and built.

Camp Nelson watershed and, together with the Rogers Camp saddle, to provide old growth habitat linkage between Slate Mountain and Black Mountain. Logging of the regulated area will be limited to Reg. II sanitation, single tree selection by helicopter, except that a portion will be limited to Reg. III management as shown on Exhibit J, with no roads or landings within the roadless area.

- c. Black Mountain Roadless Area will be classified as unregulated. No road building or logging will occur. The Area will be managed for giant sequoias, watershed, wildlife (deer mitigation corridor, old-growth species), roadless recreation, and sugar pine gene resources.
- d. Dennison Roadless Area will be classified as unregulated. It will retain its current Plan designated as a Semi-Primitive, Non-Motorized Area.

4. Hot Springs Ranger District

Lion Ridge Roadless Area will be divided into regulated and unregulated areas as shown on Exhibit J. No road building or logging will be allowed in the unregulated area. Logging in section 35 and the northwest corner

of section 36 will be limited to Reg. II sanitation, single tree selection by helicopter, with no roads or landings in this area. The unregulated lands will be managed for watershed, wildlife, (old-growth species and condor), and recreation.

5. Cannell Meadow Ranger District

a. Woodpecker Roadless Area will be classified as unregulated. It will retain its current Plan designation of Semi-Primitive, Non-Motorized. (See also Off Highway Vehicles, section L below.)

b. South Sierra Roadless Area will be classified as unregulated and managed as Semi-Primitive, Non-Motorized.

c. Rincon Roadless Area. Dispersed recreation and habitat protection for Golden Trout will be emphasized in a corridor along Durwood Creek. The corridor will be 300 feet each side of the Creek as measured from the highwater mark, and it will be unregulated. The remainder of Rincon roadless area will be classified CF7. Timber will be managed by uneven-aged management (group and single tree selection).

6. Other Roadless Areas not mentioned herein will be managed pursuant to

the 1988 LMP.

7. EIS. Before any roadless area is entered for the first time, the Forest will undertake public scoping to help determine the degree of interest in a proposed "first entry" project in a roadless area. If the project may cause significant adverse environmental impact, a project level Environmental Impact Statement (EIS) will be prepared. A "first entry" into an area involves ground-disturbing activities (e.g., a new road, timber sale or watershed improvement) in an area which has been heretofore roadless. A proposal to rehabilitate something already existing in the roadless area (e.g., rebuild an existing trail or reconstruct a range improvement) will not be considered a "first entry."

The EIS shall include but not be limited to:

- a. Inventories and/or information on water quality; fish habitat; wildlife habitat; endangered, threatened, sensitive or rare plant, fish and wildlife species; management indicator species; soils; and erosion hazard ratings.
- b. Inventory of meadows and riparian areas.

- c. Inventory of timber types, using standard conventions. With respect to old growth stands considered for harvest, species mix and understory will be identified; this information will also be documented on stand record cards, using standard stand record card conventions.
  - d. Discussion of all reasonably foreseeable activities within the entire roadless area for the next decade and their cumulative effects.
  - e. Evaluation of the use of uneven-aged management.
8. An EIS will be done for first entry into the Rincon, Slate, and Lion Roadless Areas. For purposes of this Agreement, the Peppermint Mountain Resort FEIS is not considered a first entry EIS. However, within the proposed Peppermint Study Area, it is recognized as the basis for further study and NEPA process if development of that project proceeds.
9. NEPA documents on the following roadless areas shall include a discussion giving special attention to the stated concerns:
- a. Cannell roadless area: site productivity, reforestation, erosion

hazard.

- b. Staff roadless area: rainfall and reforestation.

#### **H. Special Areas**

The Plan shall be amended to assure management of particular areas as stated below.

1. The trail from Cannell Cabin to Kern River shall be designated as visual Sensitivity Level 1, with foreground Retention VQO.
  
2. Salmon Creek Trail from Horse Meadow Camp to Salmon Falls shall be designated as visual Sensitivity Level 1, with foreground Retention VQO. The Salmon Creek watershed and the area around Big Meadow shall be managed as Partial Retention to protect visual and recreational values. Timber management shall be uneven-aged only. (See Exhibit K.)
  
3. Big Meadows area on the Hume Lake District (as shown on a map attached as Exhibit M): the Forest Plan shall be amended to change the land use designation from CF 7 to CF 1. The management emphasis shall be dispersed recreation. Timber will be harvested on a Regulation Class II basis, with careful attention to protecting visual values.

Uneven-aged and even-aged silvicultural prescriptions shall be used as appropriate; however, there will be no clearcutting other than regeneration mosaic cutting. Future VQO's from roads and trails shall be Retention or Partial Retention. All Trails entering the Jennie Lakes Wilderness shall be Sensitivity Level 1 and shall have a Foreground Retention VQO.

4. The Freeman Creek Area. See Section B.2.c.(2)(j)(iv) above.
  
5. The California Riding and Hiking Trail shall be addressed, and appropriate visual protection shall be determined, in the forthcoming Trail Plan.
  
6. Fish Creek: Watershed restoration needs will be considered as an integral part of all project level planning within area shown on map in Exhibit M. The Sequoia National Forest is sensitive to watershed restoration needs in Fish Creek and is currently doing a WINI Survey and Fish Habitat needs survey. This is one of the priority watersheds on the Forest for evaluation and restoration. All projects proposed for this area are subject to the NEPA process, and a site-specific analysis must precede any project plan. The Fish Creek Watershed restoration project was started in 1989. Restoration efforts will continue throughout calendar year 1990,

with rehabilitation work to be focused on private land and a reduction of live stock use. The Forest Service will furnish a plan scheduling the balance of restoration work by December 31, 1990.

7. Breckenridge: The SOHAS and Condor roosting habitat will be protected. Project proposals for this area will be analyzed on a site-specific basis and will follow the NEPA process.
8. Basket Peak: The condor roosting area as covered in the existing Plan will be protected.
9. Converse Basin Giant Sequoia Grove: See section B.2.e.(2).
10. Lion and Blue Ridges. Condor roosting sites will be protected.
11. Taylor Creek. The Forest Service has developed a watershed restoration plan for Taylor Creek. Funds to implement the project have been requested.
12. Fay and Caldwell Creeks. The Forest is sensitive to watershed conditions in Fay and Caldwell Creeks. Following the Fay fire, various activities to help protect the watershed were implemented. A validation of the

effectiveness of the activities and a survey of other watershed improvement needs will be undertaken. This will be scheduled for completion prior to the midpoint of the Plan period.

13. Rancheria Road. The southern portion of the Western Divide Highway, known as the Rancheria Road (from the Kern/Tulare County line south to the Kern Canyon) will be managed under a foreground partial retention visual quality objective.

*I. Timber Management*

1. Proposed revised forest-wide Standards and Guidelines at FLMP pages 4-31 to 4-33 are displayed in Exhibit N.
  - a. ASQ 75 MMBF
  - b. 53% Regulation Class I  
44% Regulation Class II  
3% Regulation Class III
  - c. Average Rotation 145+
  - d. Harvest Methods. At the project level, harvest methods used to

implement the Plan will be prescribed based on site specific analysis. The Forplan model projects that the mix of harvest methods used (expressed as annual averages over a decade) will be as follows:

Clearcut <sup>2/</sup>	600 Acres	13.5 MMBF
Shelterwood	1,308 Acres	31.4 MMBF
Group Selection	868 Acres	28.5 MMBF
Intermediate		<u>1.4</u> MMBF
		75.0 MMBF

However, due to recent direction from the Regional Forester, the Sequoia National Forest intends to implement New Forestry and New Perspectives (see Ex. Q) as soon as possible. The Tule River Ranger District has just been designated by the Regional Forester as a New Forestry/New Perspectives pilot district for Region 5, and training commenced in June 1990. The Forest intends to experiment with New Forestry silviculture on other districts as well while the pilot project proceeds. When New Forestry is better defined based upon the pilot project and other experience and

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2. Clearcutting shall be done as regeneration mosaic cutting wherever possible.

research, the Forest Plan may be amended, after NEPA review, to incorporate new direction about implementing New Forestry practices.

The Forest expects that implementation of New Forestry concepts will reduce clearcutting below the level projected by Forplan. The Forest will monitor and report annually in the Annual Report on the mix of cutting methods actually prescribed. Since New Forestry cutting methods do not match any of the classical silvicultural categories, they will be monitored and reported separately. If a significant discrepancy should develop between projected and actual cutting methods, the Forest Supervisor shall determine whether the Plan should be amended.

2. Steep Slopes: The Plan shall be amended to allow only Regulation Class II single tree selection via helicopter timber harvesting on slopes greater than 60 percent on granitic soils. The guideline on Harvest Systems (Plan at 4-32) shall be amended to provide that aerial systems will be used where slopes exceed 35 percent unless the Sequoia National Forest makes specific findings, based on environmental documentation, that an alternative is preferable. The parties recognize that some incidental timber harvesting may occur, due to the irregularity of terrain, on small

areas having slopes greater than 60 percent.

3. Harvest Location: The first guideline under this heading on page 4-32 of the Plan shall be amended to provide that a mix of understocked and better stocked stands will be harvested. The Sequoia National Forest will emphasize harvest and restocking of understocked stands to the extent feasible. In determining what activities should occur on understocked stands, the full range of multiple use values shall be considered.

4. True Fir Management: The Plan shall be amended to add the following Management Direction: During this Plan period the Forest will test the true fir cutting and regeneration practices described in a document entitled "The Development of a Policy and Guidelines for the Management of True Fir Forest Cover on the Sequoia National Forest" (1983). These sales will be closely monitored to determine if true fir regeneration is successful. When the Plan undergoes its five-year review, the Forest will prepare a written evaluation of its true fir policies based upon this monitoring. The Forest Supervisor will make a decision whether amendment of the policies, continuation or cessation of true fir logging, or other action is appropriate. A similar written report, review, and management decision will be made after an additional five years.

The true fir sales tentatively scheduled through 1995 are:

	<u>Tule River</u>	<u>Hume Lake</u>	<u>Cannell Meadow</u>	<u>Hot Springs</u>
90	Jerkey Mountaineer			Vincent
91	Red Helicopter	Echo Weaver	Fish Tri	
92	McIntyre Helicopter		Durrwood Scout	Tyler
93	Mahogany Tie Helicopter		Stoney- Schaeffer	
94	Crest		Danner Helicopter South Helicopter	
95	Bench		Bull Helicopter Burnt Helicopter Fault Helicopter	

5. Sugar Pine: The following guidelines will be incorporated into the plan.

- a. The Forest recognizes the need to maintain healthy sugar pine and infected but surviving sugar pine in order to ensure the survival of rust resistant trees so that the potential for finding a rust resistant seed source will not be lost.
- b. Silviculture prescriptions shall include consideration of means of

maintaining the widest possible base of sugar pine genes.

Generally, this means protecting as wide a variety of sugar pine trees as possible consistent with meeting Land Management Plan objectives and being compatible with timber harvest and related activities.

- c. Continue to plant a modest mix (5-10%) of sugar pine along with other mixed conifer species, even though major gene resistant stock is not now available. This may mean collecting seed from non-tested trees in order to maintain a sugar pine seedbank. With resistant stock, this percentage could be increased.
- d. Intensify the effort to collect sample cones from candidate resistant trees. The Forest has financial support from Tree Improvement, and it is a high priority.
- e. Continue to protect trees that are known to carry resistance. Collect seed from these trees for the Forest seedbank.

- 6. Mixed Conifer Diversity: The Plan shall be amended to prescribe that reforestation and TSI prescriptions will generally emulate existing species composition. Variation from this guideline will be the exception and will

be discussed in an environmental document. Commercial values will not be the sole justification for increasing the proportion of high value species.

7. Silvicultural Systems: This section of the Plan at 4-31 shall be amended to delete references to logging in streamside management zones and in giant sequoia groves. The remainder of this section of the Plan shall be amended as necessary to be consistent with this Agreement. The following shall be added to this section of the Plan:

a. Both even and uneven-aged silvicultural systems shall be evaluated and used as appropriate at a given site.

b. Uneven-aged management:

(1) Uneven-aged management shall be conducted as Regulation Class II, which corresponds to an average rotation age of 140 years.

(2) The U. S. Forest Service shall use its best professional expertise to assure the success of uneven-aged management where applied. It shall ensure that prescriptions do not result in highgrading of Forest stands, and it shall use its

best efforts to overcome difficulties of uneven-aged management (e.g., record keeping, minimizing damage to unlogged trees) that are identified in Appendix G of the EIS. The U. S. Forest Service shall invite foresters with experience and expertise in uneven-aged management, including Bob Heald of the University of California Experimental Forest at Blodgett, California, and/or other experts, to assist it in its efforts to develop harvest plans, to train personnel, and otherwise to accomplish its goal of successfully implementing uneven-aged management.

- (3) Both natural and artificial regeneration shall be used, as appropriate.

c. Clearcutting:

- (1) The Sequoia National Forest is taking steps to modify and reduce the impacts of clearcutting. Examples of such practices include regeneration mosaics (see Exhibit N Appendix 1). Clearcutting shall not exceed 600 acres per year as an annual average over a decade.

- (2) Determination to Clearcut: Clearcutting as a regeneration

harvest tool shall be used only where (a) it is determined to be the optimum method to achieve management objectives on a site-specific basis; (b) the potential environmental, biological, aesthetic, engineering, and economic impacts on the advertised sale area have been assessed, as well as the consistency of the sale with the multiple use of the general area; (c) cuts are carried out in a manner consistent with the protection of soil, watershed, fish, wildlife, recreation, and aesthetic resources, and the regeneration of the timber resource, and (d) cut blocks, patches, or strips are shaped and blended to the extent practicable with the natural terrain. Clearcutting shall not be selected as a harvesting method primarily because it will give the greatest dollar return or the greatest unit output of timber.

(3) Clearcutting Size Limits.

- (a) On cable ground, clearcuts shall be limited to a maximum size of 15 acres unless a site-specific analysis documents reasons for exceeding 15 acres and the action is approved by the Forest Supervisor. Where feasible, smaller openings shall be used.

- (b) On tractor ground, no continuous opening shall exceed ten acres in size (even though the harvested area may exceed ten acres) without the approval of the Forest Supervisor with specific reasons stated in the decision document.
  
- (c) Reasons for exceeding size limits are: responding to an insect or disease infestation; limitations of cable logging (i.e., need to reach a corner); salvage logging of fire-damaged trees; and limitations imposed by the existing road configuration. It is the intent of the U. S. Forest Service, however, to operate within the size limits wherever feasible and to exceed them only rarely.
  
- (d) The size and opening limits shall not apply to timber sales that have decision notices prior to the effective date of the mediated agreement of the Plan. The U. S. Forest Service shall, in its discretion, decide whether to revise these sales to reduce the size of openings based on the following factors:
  - i) Visual sensitivity of the area.

- ii) Cash loss to the U.S. Government.
- iii) Unit and road engineering costs in making adjustments.
- iv) Increases in road construction and operation costs.
- v) Amount of disruption to the sales program.
- vi) Silvicultural prescriptions.

(4) In clearcut units, healthy and vigorous advanced regeneration will be saved wherever feasible, including on cable-logged ground.

- d. Seed Tree Method: Seed tree cutting is the harvesting of all trees in one cut, except for a small number of seed bearers left singly or in small groups, usually 5-10 per acre. Seed tree cutting will be subject to the same size limits as clearcutting.

**J. Snags and Dead Material**

1. Snags.

- a. Inventory. Early in the sale planning process for each timber sale, the U. S. Forest Service shall inventory existing snags within the affected compartment. Inventory results shall be displayed in the

sale environmental document.

- b. The Standards and Guidelines section of the FLMP shall be amended to include the following: Logging, thinning, and site preparation activities shall be conducted so as to assure that the following minimum guidelines are met or exceeded at all times. The Plan shall be amended to incorporate these guidelines.

- (1) Achieve and maintain a minimum average of 1.5 hard snags per acre on commercial forest land and in each compartment.

- (a) Hard snags shall meet or exceed the following size and density requirements:

<u>Size (dbh)</u>	<u>Snags/100 Acres</u>
$\geq 24$	50
$\geq 15 < 24$	100

- (b) In even-aged treatment areas, clumps or aggregations of mature trees averaging 4% to 6% of the treated sale area (exclusive of riparian zones) shall be left to

provide for snags, snag recruitment, and wildlife screening. These clumps shall be established in close coordination with a wildlife biologist and should range from 1/2 acre to 2 acres in size. They shall be marked as clearly as possible on stand record cards, as well as on the ground.

- (2) Protect all existing soft snags except where they are a safety hazard. Where it is not possible to protect soft snags, equivalent numbers of green trees shall be left for additional snag recruitment, or wildlife clumps shall be increased in size as per recommendation of wildlife biologist.
- (3) Wherever possible, snags being actively used shall be selected for retention.

c. Snag-Deficient Lands. In a compartment where the snag inventory reveals a deficiency of existing snags to meet the minimum standards for hard snags, the Sequoia National Forest shall take steps to assure that at least the minimum standards will be met as soon as possible. For timber sales, at least the project area will be brought up to current standards as part of project implementation.

Such steps may include girdling live trees, removing the tops of live trees to create snags, leaving cull trees standing, or other appropriate measures. Individual live or cull trees left for wildlife shall be designated prior to harvest or other management activities.

2. Dead Material.

- a. Retain approximately 132 cubic feet per acre of well-dispersed down logs. Ideal size of log is 20 inches in diameter and 20 feet in length.
- b. Retain all large decomposing logs where consistent with other management and protection objectives.
- c. Leave 10% of the area of each regeneration unit with untreated slash for wildlife habitat.
- d. Utilize management techniques which will minimize charring of downed woody material left for wildlife cover and habitat.

3. Monitoring. Timber sales and site preparation activities shall be monitored to assure that snag and dead material guidelines are met (see Section R).

***K. Demonstration/Research Sales***

The Sequoia National Forest shall, on an ongoing basis, identify timber sales or other projects, such as site preparation activities, which will be used to test and evaluate new approaches to management concerns. These projects shall be known as Demonstration Projects and shall be evaluated in the Annual Reports and five year plan review document. The Sequoia National Forest shall propose at least two such projects for discussion at each annual meeting of the parties (see Section U).

***L. Off-Highway Vehicles (OHV)***

1. *Background*

- a. The Sequoia National Forest maintains that it made sound management decisions regarding the designation of the Semi-Primitive Non-Motorized (SPNM) areas, considering all the variables involved. Some appellants disagree. This section of the Agreement attempts to resolve those differences.
  
- b. The Sequoia National Forest is continuing its efforts to complete the Sequoia Forest Trail Plan. This long term effort will establish the 10-15 year trail system for the Forest, the appropriate use and mix of trails (e.g., hiking, OHV, and equestrian), and necessary trail protection.

2. SPNM Areas. All interested parties and the Sequoia National Forest shall explore locations for alternate trails, primarily to accommodate OHV travel, in the Sirretta Peak and Dry Meadows/Long Valley areas.

a. Sirretta Peak.

(1) The following are specific objectives for the Sirretta Peak area:

(a) The Sirretta Peak trail shall not impact significantly the Twisselmann Botanical Area or adjacent sensitive areas, including areas to the north of Sirretta Pass, such as Sirretta Meadow.

(b) The Sirretta Peak trail shall provide a loop riding opportunity.

(c) The Sirretta Peak trail shall provide a positive riding experience by being within a conifer zone setting, to the extent possible.

(d) The Sirretta Peak trail shall be designed under the

trail standards as "most difficult" or close to the "most difficult" standard as a means of controlling the amount of use.

- (e) To discourage inexperienced riders from using the Sirretta Peak trail, signs reflecting the difficulty of the trail shall be posted and the trail shall be as difficult as possible on either end. This is intended to prevent riders from starting on the trail before they realize that it is beyond their ability.
- (f) Any new trail shall be designed to have a minimum impact on the designated SPNM area.
- (g) All parties shall be given opportunities to assist in location, analysis, and design of any proposed trail during the environmental analysis of the new trail. Field review of possible locations shall take place during the 1990 field season, if possible.
- (h) Over the long term, the U. S. Forest Service shall consider the separation of OHV use and the popular

equestrian/hiker camp areas near the north end of Big Meadows in pursuing opportunities to link a north-south OHV trail through the area.

- (i) The State Green Sticker grant program will consider the rescoping of previously authorized projects on the Forest if the decision is made to construct a new loop trail in the vicinity of Sirretta Peak. Further, the Forest will consider this trail to be its top priority for Green Sticker funding.
- (2) The following are constraints on actions to be taken in the Sirretta Peaks area:
  - (a) The Big Meadows area shall not be used as an OHV staging area for trail use up to the Sirretta Peak area.
  - (b) Due to the sensitivity of the area, trails in the vicinity of Sirretta Peak shall not be used for competitive events of any type. This constraint is the result of this mediation and should not be considered a precedent for other areas. Competitive events

considered appropriate in a National Forest setting will be directed to other more suitable areas of the Forest.

- (c) An environmental analysis shall be done to ensure evaluation of important resources, with particular emphasis on effects on soils and vegetation.
- (3) All parties agree to support the process of alternative trail investigation and analysis, and state that they believe there is a real possibility of finding an alternative trail location where impacts can be successfully mitigated.
- (4) If necessary, the SPNM boundary shall be adjusted to accommodate motorized use on a new trail.
- (5) "Compensation credit" shall be considered for closing of the existing Sirretta Peak trail to motorized use.
- (6) Interim: The following shall govern use of the existing Sirretta Peak trail until such time as an alternative loop trail is analyzed and a final decision is made. IN the absence of

unforeseen circumstances, a decision will be made within two years of entry of this Agreement:

- (a) OHV's shall be allowed to continue to utilize the trail over Sirretta to the Dome Land Wilderness boundary in Trout Creek. This shall entail an exception to full implementation of the SPNM standards as established in the Plan. Specifically, continued use of OHV's on this trail shall be allowed for the interim time period. All other aspects of the SPNM management in this vicinity shall be implemented.
- (b) If the final decision is to build a new loop trail, interim use will continue on the Sirretta Peak trail by OHV's until the new trail is complete.
- (c) If the final decision is not to build a new trail, the Sirretta Peak trail shall be closed to OHV use at the time that the final decision is made or final appeal or litigation is concluded.
- (d) Use of the existing Sirretta Peak trail shall be

monitored jointly by the Sequoia National Forest, OHV users, horse users, and other interested groups. If any of the following are identified as problems, every effort shall be made to correct or mitigate the situation. (This effort shall occur over time, not as a one-time effort). If these efforts prove unsuccessful, the U. S. Forest Service shall consider closing the trail to OHV use.

- i) OHV trespass into the Dome Land Wilderness.
  - ii) OHV use of the Machine Creek trail.
  - iii) Off-trail OHV damage to the Twisselmann Botanical Area or the meadow areas in Trout Creek.
  - iv) Switchback cutting on trails, particularly on the south slope of Sirretta, by OHV users.
- (e) Damage by non-OHV users shall also be monitored and appropriate actions taken to correct problems.
- (f) The OHV groups party to this Agreement shall

develop, place, and maintain signs urging user etiquette and responsiveness in this area. In addition, they shall distribute written information on proper use and expectations in the Sirretta area. This shall be coordinated with the Sequoia National Forest.

b. Dry Meadow/Long Valley

- (1) Background. A previously recognized Sequoia National Forest system trail traverses the area north of Dry Meadows to the Forest boundary. This "trail" was dropped from the system in 1984, but continues to be used by recreationists. The objective discussed here relates to deciding if this or a realigned trail in the vicinity will be placed on the Forest trail system and what use will be allowed on that trail.
- (2) Objective. Exploration of opportunities to establish a North--South route via the Forest Trail Management Plan.
- (3) Constraints
  - (a) The proposed Long Canyon Research Natural Area (RNA) shall be protected from public use.

- (b) An environmental analysis shall be completed to ensure evaluation of important resources, with particular emphasis on soils, wildlife and the RNA.
  
- (4) If a trail that can accommodate OHV use can be located through the area, the SPNM boundary shall be adjusted accordingly.
  
- (5) Unused or abandoned segments of the old "trail" in the area shall be restored to ensure and correct resource values.
  
- (6) Interim: The following outlines use on the existing "trail" (formerly Forest Service trail 34E31 north of Dry Meadow) until such time as the Forest Trail Management Plan is completed and a determination made on the long term use of this facility, including rehabilitation needs if it is to be maintained as a Forest System trail:
  - (a) OHV's shall be allowed to continue to utilize the "trail" from Dry Meadow north to the Forest boundary. This shall entail an exception to full implementation of the SPNM standards as established

in the Forest Plan. Specifically, this exception shall continue use of OHV's on this "trail" for the interim period. All other aspects of SPNM management shall be implemented.

(b) Every effort will be made to ensure continued use of the "trail." These efforts shall include:

- i) Removing down trees blocking the "trail" and causing users to "re-route" around obstacles.
- ii) Installation of drainage structures in critical locations to reduce gulying and erosion.
- iii) Barricading inappropriate "re-routes" and travel that cuts across switchbacks.
- iv) Installation of signs stating that it is a "most difficult" level "trail."

c. NEPA Requirements. Both potential trail projects are located in roadless areas, thus raising the issue of NEPA documentation. At this time, the parties do not state whether either project shall require an EIS. NEPA requirements shall be followed, and the determination of the propriety of an EIS shall be made as issues

are identified, levels of actual and potential impacts are reviewed, and the level of controversy regarding actual alternatives becomes more clearly defined.

3. Trail Plan Considerations. Appellants raised some issues that are best resolved in the Trail Plan. The following issues shall be dealt with more fully in the Forest Trail Management Plan:

a. Issue: Imbalance of 4-wheel drive trails compared to trails available to other users. The 4-wheel drive parties seek assurance that the Sequoia National Forest will consider more miles of 4-wheel drive trails.

Resolution: The Forest Service recognizes the limited amount of 4-wheel drive trails available on the Forest and shall analyze opportunities to develop more 4-wheel drive trails in the Trail Plan to create a better balance among all users.

b. Issue: The Sequoia National Forest will not take "credit" for the amount of trails that are closed as they move from open riding areas to use of designated roads and trails only.

**Resolution:** In the development of the Trail Plan, the Sequoia National Forest shall inventory all trails and roads, both open and closed. As the level and types of use change (i.e., from open area use to designated routes only), an assessment of the "cumulative benefits" shall occur. "Cumulative benefits" are the overall benefits derived from the change. As inventoried or pre-existing trails or trail sections are closed, "compensation credit" shall be assigned. "Compensation credit" represents the net benefit or value gained from the closure. One action can provide credit for another action. The credits can be held in check until needed. The banking of credits, in and of itself, does not drive the Sequoia National Forest to seek additional opportunities. The goal is to keep track of gains and losses.

- c. **Issue:** Collaboration and cooperation is necessary to designate new trails in areas of controversy or in areas where access is needed for trail uses other than the designated emphasis (e.g., a hiking trail in an OHV emphasis area, or vice versa).

**Resolution:** The best method for achieving this continued cooperation is by working through the Trail Plan as it develops.

All users will be asked for continued involvement in the Trail Plan.

Cooperation is one of the methods the Sequoia National Forest is planning to stress as it makes decisions on acceptable trail use and location. Specific trail location in areas of controversy can be coordinated through district personnel as they prepare and analyze new trail locations in environmental analyses.

- d. Issue: There will be a long term need for cooperation among various user groups in identifying trail uses and opportunities.

Resolution: This matter was raised in the scoping phase for the Trail Plan. This Agreement is made with the understanding that, in consideration of cooperation between the parties to locate OHV routes in some areas, similar cooperation will be forthcoming to locate hiker and equestrian trails in other parts of the Forest, especially along the Western Divide between Slate Mountain and Greenhorn Summit.

4. Plan Revisions. The Plan shall be amended as follows:

- a. Prescriptions OW5, MC5, PS5, and CF5

- (1) Under Dispersed Recreation, #1

Change from: Increase opportunities for increasing public enjoyment and benefits with emphasis on hiking, equestrian

use, fishing, hunting and viewing (Note: Slight wording differences exist in various prescriptions).

Change to: Increase opportunities for public enjoyment and benefits.

(2) Under Dispersed Recreation, #4

Change from: Manage OHV use by location and period of use based on wildlife needs (e.g., excluding OHV's from key areas during fawning and nesting).

Change to: Manage recreation activities by location and period of use based on wildlife needs (e.g., excluding incompatible use from key areas during fawning and/or nesting).

b. Prescription CF5

Under Fish and Wildlife. #5

Change from: Create and/or maintain a vegetative buffer strip along OHV trails and areas designated for OHV use to reduce impacts on wildlife.

Change to: Create and/or maintain a vegetative buffer strip along trails to reduce impacts on wildlife.

c. Prescriptions BO6, OW6, MC6, PS6, and CF6

Under Dispersed Recreation, #4 (#5 on Rx OW6, MC6 and CF6)

Change from: Restrict OHV use seasonally to reduce conflicts with grazing.

Change to: Restrict or reduce recreation use seasonally to mitigate significant conflicts with grazing.

d. Prescription CF6

Under Dispersed Recreation, #6

Change from: Remove OHV trails from meadows.

Change to: Remove trails from meadows, wherever necessary to protect meadow resources.

e. Prescription CF7

Under Dispersed Recreation, #5

Change from: Provide OHV recreation opportunities when

compatible with timber activities.

Change to: Enhancement of recreational opportunities will be considered in timber sale planning, where appropriate.

- f. Amend Table 4.2 on page 4-13 through 4-15 of the Plan by adding the following: References to trail mileage such as: miles open to OHV use, miles closed to OHV use, miles with seasonal closures, miles to be constructed/reconstructed/relocated are estimates. Final mileage shall be determined in the Trail Plan being developed by the Forest.
- g. Recreation Standards and Guidelines, of the Plan, page 4-16. Under Recreation Opportunity Spectrum (ROS), add: Minor adjustments may be made to the ROS class boundaries based on analysis in various plans and/or projects, such as the Forest Trail Management Plan, Spotted Owl Habitat Area Management Plans, Wild and Scenic River Management Plans, and individual timber sale evaluations.
- h. Add to page 4-20 of the Plan under "non-motorized;" "Cross-country travel may be restricted to prevent resource damage."

- i. Strike the following from page 4-90 of the Plan: "OHV use will be allowed on designated trails if such use does not threaten values within the SIA."

*M. Yield Tables*

1. The U. S. Forest Service is developing new timber yield tables for the Sequoia Forest. Under existing contracts, the necessary data will be available by July 1991. The tables and all data and determinations shall be available pursuant to the Public Information and Records section below.
2. The new yield tables shall be subject to peer review before implementation, which review shall be completed as soon as possible.
3. Following peer review, and at the time of the five-year review of the FLMP (1993), the U. S. Forest Service shall make appropriate changes and determine whether the allowable sale quantity set forth in the Plan should be amended based on the new yield tables. Changes to the yield tables and determinations regarding changes to the allowable sale quantity shall be documented and the documentation made public pursuant to the Public Information and Records section below.

*N. Cumulative Watershed Effect*

1. Background. On June 9-11, 1989, the parties to this Agreement convened a panel of geologists and hydrologists to evaluate the Cumulative Watershed Effects methodology as it has been applied in the Sequoia National Forest for compliance with recently changed Regional direction (R-5 FSH 2509.22, 7/88, Amend. 1). The panel spent two days in the field examining representative sample of watersheds. They then re-assembled with the parties to present their review of the methodology and recommendations for improving the Forest's current approach to watershed evaluation and protection.
  
2. Objectives of the CWE Methodology. The CWE methodology is an index to alert managers when to be concerned about a watershed because of multiple activities in a watershed. It needs to be viewed as a developing approach with the initial model being continually refined, building upon past practices and based upon as much information as one can gather from operations and impacts.
  
3. Implementation of Panel Recommendations. In accordance with a negotiated agreement to incorporate the consensus findings of the panel into a final settlement document, the Sequoia National Forest agrees to

implement the recommendations of the CWE panel as follows:

a. CWE Methodology

(1) Beneficial Uses of Water. The Forest Plan shall be amended to incorporate the following standards:

(a) The beneficial uses that are most sensitive to watershed disturbance are fish habitat and domestic supply. The Forest shall manage any watershed in which it has identified one of these as a beneficial use to protect such use, as per RWQCB Basin Plans, using developed criteria. The Forest shall identify and protect sensitive reach(es) (weakest links) in the watershed. In all cases, the Forest shall protect soil productivity.

(b) The Forest shall determine the proper size of the watershed unit to be subject to CWE analysis based on the identified beneficial use(s). The unit size will generally range from 250 to 2,000 acres.

(c) Each project NEPA document shall identify the

beneficial uses of water and the most sensitive stream reach(es) as part of the CWE analysis.

(2) Identification and Evaluation of Processes Within the

Watershed (CWE Analysis). The Sequoia National Forest staff will determine the controlling processes of concern (as required by FSM 2509.22, 7/88, Amendment 1) in order to assess disturbance coefficients and mitigation opportunities.

- (a) Where, according to established criteria, soil erosion and sediment supply are determined to be controlling processes, CWE shall analyze change in soil erosion and sediment supply as processes independent of change in annual peak flow run-off.
- (b) In assessing sediment impacts, relative changes in erosion and sediment delivery rather than only the amount of compaction shall be assessed.
- (c) CWE analysis shall identify the most crucial elements in the watershed, i.e. the specific processes that are controlling the system (e.g., rain on snow events and

surface erosion).

- (d) The Forest will establish a process for developing and evaluating coefficients relevant to the identified dominant processes which influence CWE on identified Beneficial Use of concern. This will include evaluating results of past activities. Coefficients will be consistent with the level and type of activity and site conditions. The Forest shall consider factors such as position of activity on slope, aspect, sensitive lands, and existing erosion when applying disturbance coefficients.
- (e) When sedimentation is identified as the controlling process, the Sequoia National Forest shall modify its disturbance coefficients to include evaluation of sediment yield and transport. Where sedimentation is identified as a dominant earth-forming process by established criteria, the Forest will identify erosional processes affecting sites as mentioned in items c and d above. The Forest will identify soil condition class and evaluate it together with erodability potential to

give information on site conditions that address sediment yield.

- (f) To facilitate the implementation of these requirements for bringing the Forest's CWE analysis procedures into greater conformity with regional guidelines (a-e above), the Forest, with the assistance of Region 5 Watershed Evaluation staff, will convene a workshop by October 15, 1990 to develop criteria by which to identify Beneficial Uses and controlling processes of concern and to develop a procedure for adapting Region CWE methodology to account for sediment yield, transport, and delivery applicable to conditions on the Sequoia National Forest, an accompanying field guide and a workplan for testing and refining the procedure. Participants in the workshop shall include U.S.F.S. watershed experts (either from the Region 5 office, personnel from other forests and regions, and/or experts from the Pacific Southwest Experiment Station) and independent watershed experts. The workshop work product shall be completed by December 15, 1990

and shall be used in the 1991 sales program.

Representatives of the conservation appellant group, timber industry appellant group and recreation user appellant group will be permitted to observe this workshop.

The Forest will initiate the process for applying and verifying this procedure in a set of paired watersheds on the Forest. The workshop participants will select the watersheds to be utilized after reviewing Sequoia Forest recommendations. This will require taking field measurements during the winter 1990-91 and follow-up measurements during the 1991 runoff season.

- (g) In determining ERAs for any given project, the Forest shall state the assumptions that formed the basis for its calculation, including any modifications of standard ERA values that might have been made because of site-specific observations, and shall distinguish between existing and residual ERAs.

(h) Any mitigation or affirmative watershed improvement project shall not affect the ERA calculation in that watershed until such time as the mitigation or affirmative project has been successfully completed and shall apply only to the period of that mitigation.

(3) Determination and Evaluation of Recovery Rates. The Forest shall undertake the necessary steps to develop clear and publicly trackable methods for evaluating silvicultural recovery rates, including road construction.

(a) Until such time as there is sufficient data to establish the recovery rate in a given watershed, the Forest shall utilize a linear thirty year recovery rate. However, the Forest may use an exponential recovery rate instead of a linear recovery rate if the Forest determines surface erosion to be the predominant hydrological process impacting the streams and can provide either references or on-site inventories to support these recovery rates.

- (b) If a proposed project would increase ERAs to within 20% of the threshold of concern in a watershed, the Forest will perform an on-site review to determine the actual recovery rates and to evaluate the effects of the proposed project.
- (c) Where field verification is impossible, the Forest may assume a thirty year recovery rate.
- (d) Where field verification is undertaken, the recovery rate should be based on a time trend in the ERA for management units. The ERA at any point in time is determined based on an on-site inspection of site conditions (percent cover, stand development, measure of soil disturbance, and compaction, development of erosion pavements, etc.), and a professional assessment of how these factors influence on-site generation of parameters of concern (peak flows, sediment, etc.).

Factors used to judge the ERA for a site will be explicitly recorded and data sheets of site conditions

(percent cover, etc.) will be maintained by the forest to allow for future changes in assessment relationships.

- (e) If a site requires replanting that includes site preparation, and if the evaluations indicate that the Beneficial Uses are sensitive to site prep, then the recovery calculation will be calculated anew, using an era base that reflects site disturbance conditions following the subsequent site preparation.

b. Data Gathering and Monitoring

(1) Purpose

The purpose of establishing a CWE monitoring program and record center on the Sequoia National Forest is to implement an adaptive management program that measures the effects of alternative management practices on beneficial uses of water in the Forest.

(2) Approach

The Sequoia National Forest will undertake the steps set forth below to establish baseline data and to improve CWE

monitoring of the Forest.

- (a) The priority watershed parameters to be monitored, as well as where to be monitored, will be evaluated at the Forest/District level. The Sequoia National Forest will make these determinations in conjunction with identification of the processes acting in each specific area, the sensitivity of sites and other variables, such as winter access. Within nine months of entry of this agreement, the Sequoia National Forest shall make a determination of its initial watershed monitoring priorities, including a description of circumstances in which particular monitoring techniques are more appropriate than others, reasons for reaching this determination, and sources of funding. This determination shall be set forth as a public document.

The parties to this agreement recognize that, for reasons of funding and workforce limitations, not all agreed upon monitoring actions are possible immediately.

- (b) The Sequoia National Forest will establish representative sampling stations on a set of paired watersheds that will assess watershed conditions for the purpose of measuring watershed response to management activity over time and refine the CWE model. Sampling will include acquiring channel cross-section data, peak flow data, suspended sediment, bedload, water temperature and chemistry, and grain size distribution within the bed. Where sampling is difficult, surrogate reaches that are able to be sampled may be substituted. The Forest may utilize data from existing USGS gauging stations (continuous watershed discharge measuring stations) in the three major basins draining the Forest (Kings, Tule, and Kern) as part of this monitoring effort.
- (c) The Sequoia National Forest will establish photo stations at each of the gauging stations and shall establish several additional stations at extremely sensitive channel sites or at sites near recent management activities.

- (d) The Sequoia National Forest will collect data on fish habitat conditions and fish populations from available sources as part of its watershed sampling stations monitoring effort.
- (e) The Sequoia National Forest will do stream channel surveys for all streams covered by the relevant CWE, including fish habitat information following Regional direction, as set forth in R5 document R-5 FS Handbook 3/89, Chapter 2, Fish Habitat Assessment.
- (f) At the project level, the Sequoia National Forest will measure soil movement through site condition evaluation, through on-site erosion surveys with sediment traps, or other methods.
- (g) The Sequoia National Forest will monitor implemented WINI project effectiveness.
- (h) The Sequoia National Forest shall establish a record center for watershed information in conjunction with

the public information and records section described in section V. The record center is important for the ongoing development of the CWE methodology on the Forest, for passing on information to succeeding forest hydrologists, and for improving public access to information used by managers in their decision-making. The record center shall house the information enumerated in section N.3.b. above, as well as the following additional watershed information:

- i) CWE Calculation Sheets by Watershed for analyses of completed projects.
- ii) Management Archaeology (history of human actions in the watershed).
- iii) WINI Updated Annually.
- iv) Documentation of Recovery Rates for Analysis of completed Projects.

- v) Range Condition and Trend Reports; Actual Use Records; and Utilization Records.
- vi) Data from "barometer watersheds".
- vii) Snow melt hydrology.
- viii) Stream channel analyses measured against distance from the site of disturbance.

The Sequoia National Forest may elect to house the watershed information in District offices on the Forest. The Forest shall designate an individual or individuals who shall have responsibility for ensuring that the files are updated twice a year. Where records are not maintained in the Forest Supervisor's office, an index shall be maintained indicating where information is housed.

c. Field Techniques

- (1) The Sequoia National Forest will continue to evaluate channel stability inventories in conjunction with fish habitat

surveys where fisheries are determined to be the beneficial use. The Forest will use this information to validate or review existing analyses for optimum fish habitat.

- (2) The Sequoia National Forest shall maintain a separate, regular reviewed inventory of the factors that are aggregated to develop their stream channel stability rating.

d. Threshold of Concern, Mitigation, and Cessation of Management

Activities

- (1) The Sequoia National Forest shall keep all Watershed Improvement Needs Inventory projects in working order and shall conduct all inventories during NEPA project planning. The Forest shall ensure that the funding for all watershed improvement projects that are designated in the NEPA document as necessary for reducing unacceptable environmental impacts, or which are included as part of the CWE evaluation as necessary to bring a project under threshold of concern, is available prior to implementation of the project. All other proposed projects shall occur commensurate with funding.

- (2) The Forest will implement mitigation measures adopted to balance project impacts during the project implementation phase and will monitor these projects during project monitoring phase.
- (3) The Sequoia National Forest shall conduct Best Management Practice Implementation and Effectiveness Evaluation monitoring to evaluate BMP effectiveness, attainment of project objectives, and maintenance needs. This monitoring program shall be designed so that the range of site conditions and practices on the Forest are included. Stratification according to these conditions and replication are important considerations in designing the monitoring program, but a 100 percent sample is not required. Specific criteria for the design of this effectiveness monitoring program shall be developed by the experts convened by the Sequoia staff (see section N.3.a(2)(f)) in concert with Region 5. If the Forest fails to initiate effectiveness monitoring within one year of completion of any timber sale scheduled for monitoring, then the Forest shall not approve additional timber sales in the watershed of influence until the effectiveness monitoring for that sale has been

completed. Additional effectiveness monitoring shall be conducted at appropriate times to evaluate major events.

- (4) At the end of the three years following adoption of this Agreement, the Forest agrees to obtain an independent review of their Best Management Practice Implementation and Effectiveness Evaluation monitoring for three timber harvesting projects selected by the reviewers from the list of sales monitored during this three year time frame. The experts shall evaluate the efficacy of the monitoring approach utilized as well as the representativeness of the sales selected by the Forest for monitoring.
- (5) During project planning, when the consumed and projected ERAs for any watershed reach 80% of the total available ERAs for that watershed, then the Forest must conduct a site-specific field inspection to verify the pre-project CWE calculation for that area and to verify that the proposed project will generate the projected ERAs that have been identified. The Forest will identify mitigation to ensure that if a project goes forward, the Threshold of Concern shall not be exceeded.

- (6) Any management decisions to exceed the TOC should be justified by long-term watershed or other overriding objectives, e.g. salvage of timber in a burn might be justified even though it exceeds the TOC if it allows installation of WINIs, reduces the potential for an insect infestation, or can remove snags or mobile in-stream debris that represents a hazard to human health.
- (7) During the three years following acceptance of this agreement, there will be no additional management activities in any watershed that has reached the Threshold of Concern, other than mitigation or improvements, until such time as the watershed has recovered to 80% of the Threshold of Concern.
- (8) At the end of the three years, the Forest shall undertake an independent review of its CWE methodology to determine if it has been adequately validated based upon field review and if the Sequoia's CWE methodology is meeting Regional guidelines. If it is determined that the methodology has been validated and is meeting regional guidelines, then the

Forest may undertake projects in watersheds that have reached TOC as long as ERAs do not exceed the TOC subject to the conditions in (5) and (6) above.

- (9) Grazing impacts will continue to be addressed through stream channel surveys. Improvements to documentation will include comments in the remarks section where disturbance to stream banks occur from hoof shear or other factors, whatever the cause.

e. NEPA Documentation

Each project NEPA document shall, as part of the CWE analysis, display the management history of the area and describe how it has impacted the watershed(s).

O. Soil Quality Standards

1. Background

- a. The parties disagree as to the value, efficiency, and effects of broadcast burning.
- b. Organic matter will be maintained at a level necessary to protect the soil from excessive erosion as determined from site

investigations.

- c. Soil and water resources will be protected through the use of Regional Soil Standards currently being developed.
  - d. Protection of forest soils is a primary goal of forest management and, based on that understanding, the standards in the following sections will be implemented.
2. The Plan shall be amended to incorporate the Soil Quality Objectives and Soil Quality Standards set forth in the Draft FSH 2509.18 Soil Management Handbook (FSH 1989, R-5, Supp. 1) dated September 1988 (attached as appendix to Monitoring Plan) as interim direction pending finalization. Any more stringent standard set forth in the Plan or this Agreement shall govern.
  3. The Plan shall also be amended to include the following standards to protect Forest soils:
    - a. Site preparation measures will be devised to retain substantial ground cover and still reduce the risk of catastrophic fires.

- b. Silvicultural prescription shall be designed to maintain soil organic matter and provide for the continual recruitment of coarse woody debris.
- c. After site prep, as much organic material as possible shall be left on the ground for soil protection, consistent with fire protection, wildlife, reforestation and other resource needs as specified in project NEPA document.
- d. Jackpot burning, gross yarding, and/or lop-and-scatter shall be evaluated as alternatives to broadcast burning as a means of reducing slash and for site preparation. These options shall be discussed in each timber sale EA or EIS. Consistent with reduction of clearcutting and other appropriate considerations, the Forest Service shall reduce the amount of broadcast burning on the Forest.
- e. Where broadcast burning is prescribed, the environmental documentation and decision notice shall include documentation of specific justification for the practice. The prescription shall have an objective of leaving ground cover commensurate with the erosion potential of each specific site. Slope will be considered

within the site analysis. Each broadcast burn shall be monitored to determine whether the prescribed ground cover objective has been met, and the monitoring results shall be included in the annual report required by the Monitoring Plan and Five Year Review sections below.

*P. Information in Timber Sale Environmental Assessments (EA's) and Environmental Impact Statements (EISs)*

1. Background. Some appellants believe that past EA's and EIS's for Sequoia Forest timber sales, as well as the Plan and EIS, lacked sufficient information regarding environmental impacts of proposed actions. The following is designed to affirm Sequoia National Forest's responsibilities under NEPA as projects are implemented pursuant to the Plan. The specific provisions below are further elaboration of those responsibilities.
  
2. Procedural Requirements.
  - a. Notice of preparation of an EA or EIS shall be sent to all parties to this Agreement as well as other interested parties.
  
  - b. Where possible, the U. S. Forest Service shall consult with interested parties, including representatives of citizens' groups, when laying out cutting units. The parties agree that such

consultation may help avoid time-consuming appeals of timber sales.

- c. Anyone who so requests during the scoping process will be notified when cutting units for the various alternatives have been tentatively located and provided appropriate maps. In appropriate cases, for example, if significant public interest is expressed, the Forest will conduct a field trip at this stage of project development. The Forest Service will provide reasonable notice of a field trip. The Forest Service will use its best efforts to assure that between the time the tentative maps are available and the time the Decision Notice is issued, the project site will be accessible for field review.

3. Substantive Requirements. In addition to requirements specified in 40 CFR 1500 et seq. the EA or EIS shall include as applicable, but not be limited to, a discussion of the following:

- a. Related projects within the timber compartment, including, but not limited to, past timber sales, years of previous cuts, reforestation history (including backlogs), probable future timber sales in the area, and a map of proposed cutting units and existing plantations.

- b. Statement of ERA's in the watershed, including but not limited to, the number currently available, the threshold of concern, the number of ERA's to be used by the proposed project, and the number of ERA's estimated to be used for reasonably foreseeable projects in the watershed.
- c. Documentation of CWE analysis as described in Section N.
- d. Identification of each stream and stream reach, whether perennial or intermittent, that is important for fisheries, and designation of applicable streamside management zone. These streams and stream reaches shall also be documented on stand record cards as these cards are prepared.
- e. Statement of estimated cost of sale, including but not limited to, estimated cost of reforestation (including multiple plantings, if reasonably foreseeable), project-related mitigation, and roads. The expected source of funding for each such cost shall be stated.
- f. Statement of estimated revenues from the sale.
- g. Refinement of order 3 soil map data as necessary to analyze soil

**stability and erosion hazard.**

- h. Stand information, including but not limited to, proposed silvicultural treatment, existing pest problems if applicable, estimated volumes, forest type in the cutting unit, the location and estimated acres of old growth habitat to be cut and to be retained, species of trees to be cut, and the species of trees to be replanted. Detailed prescriptions will be completed for each stand after a Decision is issued. Detailed prescriptions include a detailed description of the stand.**
- i. Protection strategy, as appropriate, for streamside management zones, wetlands, and meadows, with respect to such management activities as road crossings, cable corridors and harvest units. Maps included as appropriate.**
- j. Identification of Class 1, 2 and 3 streams and statement of specific riparian standards and guidelines applied to each riparian zone affected by proposed project. Class 4 streams will be identified during project layout and protected according to the Riparian Standards and Guidelines.**

- k. Statement of mitigation, including but not limited to, a description of planned actions, expected funding, proposed time frame, and a map reflecting mitigation projects.
- l. Identification of any land within the sale area that is unsuitable for timber harvesting and a statement of the reasons for unsuitability.
- m. Discussion of productive condition of soil; how standards for soil cover, soil porosity, and organic matter will be met.
- n. Discussion of methods to reduce slash, including for example, jackpot burning, gross yarding, lop-and-scatter, and broadcast burning (see Section O.3).
- o. Statement of site specific effects of proposed project on changes in water quality, changes in water yield, channel degradation, sedimentation, and effects on downstream sedimentation, and effects on downstream fish habitat.
- p. See also, as relevant, the following sections of this Agreement:
  - E.2.b (spotted owl surveys)
  - E.5 (goshawk surveys)

F.2 (ongoing suitability review)

F.6 (reforestation history--interim requirement)

I.7.a. and c.(2) (site-specific determination of cutting method)

I.7.c.(3) (justification for exceeding clearcut size limits)

J.1.(a) (snag inventory)

N.3.a.(1)(c) (beneficial uses of water and most sensitive stream reaches)

N.3.e (management history as part of CWE analysis)

O.3.d and e. (alternatives to broadcast burning)

Q.3 (improvement of data base--inventories and surveys)

T.2.a (project mitigation and restoration work).

*Q. Improvement of Data Base*

1. Background. The Sequoia National Forest recognizes the need to gather additional information regarding the resources of the Forest.
2. Policy. The Sequoia National Forest shall give priority to fulfilling these information needs in a timely manner. The Sequoia National Forest shall give priority to inventories and surveys of areas where land-disturbing projects are proposed.
3. With the exception of sales specified in Section D.5, the Forest shall not

approve an EA or EIS until the information specified below, if relevant to the decision, is developed for the area of effect for each resource:

- a. Watershed Improvement Needs.
- b. Riparian and Meadow Inventory.
- c. Stream channel surveys for all streams covered by the relevant CWE, including fish habitat information following Regional direction, as set forth in R5 document R-5 FS Handbook 3/89, Chapter 2, Fish Habitat Assessment.
- d. Rare and sensitive plant surveys.
- e. Wildlife habitat surveys on sensitive, threatened, and endangered species, as well as indicator species.
- f. Snag survey.
- g. Archeological surveys.
- h. Information on range condition, trends, livestock grazing capacity, and forage and habitat allowances for wildlife.

4. Specific Information Requirements

- a. Background. In order to assess the status of forest resources and to properly predict the probable effects of future management, the Sequoia National Forest must improve its data base.
- b. Funding Priority. The Sequoia National Forest agrees to seek

budgets annually that are sufficient to develop the information listed in Section c below:

c. Required Information

- (1) *Watershed Improvement Needs Inventory.*
  - (a) Will be updated and computerized on a compartment basis commensurate with timber sale project planning.
  - (b) Will be updated annually thereafter.
  - (c) Will identify needed actions by project name, number, or other appropriate identifier.
- (2) The Forest Riparian and Meadow Inventory will be constructed from project planning analyses and as appropriated funds are available.
- (3) Stream channel surveys, including fish habitat condition, will be completed as proposed timber sales and other projects are being evaluated and, for other areas, as appropriated funds are available.

- (4) Fish habitat inventory following Region 5 direction set forth in R5 document R-5 FS Handbook 3/89, Chapter 2, Fish Habitat Assessment: Survey fisheries and aquatic-riparian habitat to assess the condition and trend where active land management is planned to predict and monitor environmental impacts and make informed management decisions. Surveys will be done in accordance with Region 5 direction which includes aquatic vertebrate survey of specific species, age class and numbers by seine, snorkel, visually and/or electroshocking.
- (5) Habitat needs of sensitive species: spotted owl, goshawk, willow flycatcher, great grey owls, furbearers (sierra red fox, pine marten, fisher, and wolverine) as per recovery plans or other applicable regional guidelines.
- (6) Information necessary for the monitoring of MIS and sensitive species.
- (7) Population census and habitat needs for threatened and endangered species per recovery plans: peregrine falcon, bald eagle, condors, Little Kern Golden Trout.

- (8) Botanical Investigations for sensitive plant species as per Forest Service Manual 2609.25.
- (9) Current ecological status of the land for each grazing allotment.

**R. Monitoring**

1. The Plan shall be amended to include the Monitoring Plan as set forth in Exhibit O. The Sequoia National Forest shall conduct a monitoring program as set forth in that Exhibit. The Forest agrees to seek budgets annually that are sufficient to fully implement the monitoring program.
2. The following additional requirements apply:
  - a. A monitoring report shall be prepared for each timber sale (1) at the time timber sale contract work is completed and (2) after site preparation.
  - b. A monitoring report for a timber sale shall report on at least the following: compliance with each Plan standard for soil productivity (soil cover, soil porosity, and organic matter); compliance with

BMP's; compliance with standards for snags and for dead-and-down material; compliance with riparian standards and guidelines; and achievement of other mitigation measures identified in the project document. A selected sampling of timber sales shall be subject to additional monitoring pursuant to section N.3.d(3) and (4).

3. Program Monitoring shall include monitoring of wildlife habitat trends in accordance with the Tri-Forest Plan; provided, however, that the Forest shall commence its monitoring efforts under the Tri-Forest Plan immediately rather than waiting for the Sierra and Stanislaus Forests to adopt their final Forest Management Plans.
4. The Sequoia National Forest Management Team's annual report on the Forest's monitoring effort as detailed in the Monitoring Plan shall be included in the Annual Report (see Section W).

*S. Implementation of Agreement*

1. The Sequoia National Forest shall give priority to initiating the Plan amendment process. In the interim, the actions, standards and guidelines specified in this Agreement shall be implemented.
2. The Tule River Indian Tribe has a strong interest in employment

opportunities, both public and private, that might be generated by Sequoia Forest management. All parties hereto recognize this interest. Sierra Forest Products and Sequoia Forest Industries agree to give preference to Tule River and other Indians with respect to training and employment opportunities to the maximum extent allowed by law. The Sequoia National Forest agrees to assist the Indians by providing them maximum possible employment opportunities in the full range of forest management activities.

3. Within two weeks of the effective date of this Agreement, the Forest Supervisor will issue a directive to inform all personnel about this Agreement and to emphasize the importance of full compliance with the Agreement and proposed amendments to the Plan starting immediately. Included in such directive, or in one or more separate directives from the Forest Supervisor, shall be the following, within 45 days of finalization of the Agreement:
  - a. Explanation to all persons involved in preparation of timber sale environmental documents of the minimum analysis and documentation requirements set forth or cross-referenced in section P.

- b. Explanation to all persons who enter or use information on stand record cards of the requirements in sections J.2.a.2 and P.3.d that wildlife clumps and stream reaches important for fisheries shall henceforth be identified on stand record cards.
  
- c. Explanation to all persons involved in timber management of the amended Plan standards and guidelines concerning riparian areas, actions near giant sequoia trees or groves, hardwood retention, wildlife species, timber management, snags and dead material, and soil quality (set forth in portions of sections A, B, C, E, I, J, and O).

Copies of these directives shall be provided in draft form to counsel for the appellants for ten days so that they may make suggestions. Copies of the final directives shall be sent to all appellants.

**T. Budget**

- 1. Background. Some parties are concerned that the budget assumptions in the Plan are unrealistically high, and that the Plan will never be fully funded. There is a concern that implementation of mitigation measures, monitoring programs, and restoration and habitat improvement work, among others, will not receive sufficient funding, particularly in light of

the timber management practices anticipated and planned for many areas of the Forest. Therefore, the parties agree that the budget and project funding level shall be monitored and Forest activities adjusted in accordance with the following:

2. Process

- a. Each EA or EIS on a timber sale, road construction project, or other proposed projects shall include a separate list of proposed project mitigation measures and restoration and/or improvement work based on the text of that document. The list shall state which are mitigation measures relied upon to support a decision and thereby covered by the timber sale contract and which need to be done but are not necessary to support the decision. It shall also include the information shown on the sample form (Exhibit Q, "Mitigation Form"). For timber sales this list shall be updated at least (1) after timber sale contracts are sold (to indicate which mitigation measures will be covered by K-V funds); (2) the year for which appropriated dollars are requested; and (3) as project-related mitigation actions are completed.
- b. As soon as the decision to approve the project is made, all listed restoration or enhancement measures not to be performed as an

integral part of the project (i.e., measures not covered by the timber sale contract) shall be assigned to the appropriate resource function and entered on the WINI or other appropriate inventory of action needs (habitat improvement needs, trail improvement needs, etc.). For each resource function such action needs shall be identified on the inventory by project name, number, or other appropriate identifier.

- c. Each resource function will be responsible for funding these enhancement and restoration needs out of current budget dollars as available and/or for requesting appropriated funds. An annual account of the status of these needs shall be kept by each resource function and shall be available for public review.
- d. All mitigation required to support a FONSI shall be funded out of the timber sale contract and project dollars, including appropriated funds. If full funding is not available, the project shall be modified or postponed until such funding is sufficient. Restoration and enhancement activities, which by definition are not required to support a FONSI, shall be accomplished as funding is available.
- e. Starting in FY 1991, the Forest Service shall include in the annual

report on Plan implementation (see Section W) information on:

- (1) Projects which have been completed, including all associated mitigation and restoration actions and their estimated costs.
  - (2) Projects completed except for associated restoration and enhancement work, and the estimated cost of completing such work.
3. As a general matter, the Sequoia National Forest agrees to seek balanced resource budgets sufficient to meet all its obligations under the Plan and this Agreement. The Regional Forester agrees that disaggregation of Regional budgets will not be done strictly on a prorata basis of line item appropriations tied to commodity outputs, such as timber harvest levels, but will take into appropriate account the cost of funding the multiplicity of obligations required by the FLMP and this Agreement.

*U. Multiple Use Liaison Committee and Fact-Finding*

1. The Appellants shall convene a meeting of the parties to this Agreement, including the Forest, to discuss management of the Forest pursuant to the implementation of this Agreement and the Plan. The parties assembled for this purpose shall be referred to as the Multiple Use Liaison

Committee (hereafter the Liaison Committee). The Appellants will schedule two meetings at six month intervals during the first year following entry of this Agreement and annually thereafter until the issuance of a new Sequoia National Forest Land Management Plan.

2. Each Party shall be represented by a person or persons empowered to represent that party fully, but in no case shall the number of persons representing each party exceed the number which served on the Negotiating Committee. Each party shall designate a contact person who shall serve for a minimum of one year to provide ongoing communication between that party, the Forest, and other members of the Liaison Committee.
3. The general purpose of the meetings of the Liaison Committee is to continue the cooperation among the parties begun in the mediation process, to assess new information and to review the effectiveness of the Agreement and Plan. Its purpose will not be to renegotiate the harvest levels, land base or level of effort to be expended by Forest personnel in managing each of the multiple uses protected by the Plan.
4. The Appellants shall attempt to schedule meetings to accommodate as many parties as possible both with respect to location and time. Any

party may choose not to attend.

5. The agenda for the Liaison Committee shall include consideration of the following work outputs as they are prepared pursuant to this Agreement.

- a. The Annual Report, including a minimum of two Demonstration/Research Projects.
- b. The Giant Sequoia Grove boundaries and management plan proposals.
- c. Proposal for the realignment of SOHAs.
- d. Relevant studies and management guidelines for furbearers (as they evolve).
- e. Study on the reproduction and age class of Blue Oaks.
- f. Proposed management regimes for Siretta Peak and Dry Meadow Long Valley OHV trails.
- g. Results of the independent reviews of CWE model verification and

mitigation effectiveness monitoring.

- h. Status of employment in private sector timber harvesting and public sector forest management activities of the Tule River Indian Tribe.
- i. Proposed volunteer projects to address reforestation failures, habitat damage or erosion problems (see 7 below).
- j. The Five Year LMP Review.

6. In addition, each party may submit items for discussion at the meeting. The meeting agenda shall include an opportunity to discuss as many items as practical. The Forest shall prepare a draft agenda in consultation with the contact persons and shall distribute the agenda in advance of the meeting. The first agenda item at each meeting will be to finalize the order of items for discussion.

7. As part of an ongoing cooperative effort to address the on-the-ground needs of the Forest, the parties agree to a partnership to jointly identify restoration projects that cannot be undertaken by the Forest because either financial or budget constraints that would be in the best interest of

the forest to implement in an earlier time frame. The timber industry agree to contribute to the fund on an annual basis based upon their level of use of the forest. See Section D.5.f. The grazing industry agrees to match this contribution on an in-kind basis. The other parties may match this contribution either in dollars or in-kind on these restoration projects. The Multiple Use Liaison Committee shall identify projects that might be undertaken through the combined resources of the parties and propose a schedule that accommodates as many parties as possible for working on these projects under the supervision of Forest personnel.

8. The parties recognize that there are likely to be differences of opinion regarding implementation of this Agreement because of the complexities of forest management. To ensure a timely response to concerns about impending potential violations of the Agreement that are not subject to a NEPA and administrative appeal process, and to prevent perceived violations from escalating to litigation, a party shall present an allegation of such a potential or perceived violation of the Agreement, in writing, to the Forest Supervisor who shall respond within 5 working days to this report, unless unforeseen circumstances preclude a response within 5 working days. In such a circumstance, the response shall be provided as soon as reasonably possible. If this response does not satisfy the claimant, then the Forest shall convene a conference call of the contact

persons to discuss the issues with respect to adherence to the agreement and/or possible remedies. If the party is still dissatisfied, then it may initiate whatever remedies are available under current law. In the event that the alleged violation requires immediate injunctive relief, the party need not await the Forest Service's response before seeking such relief.

9. Fact-Finding.

- a. If the parties are unable to reach a negotiated agreement as a result of the conference call discussed in paragraph II.U.9 above, the parties may agree that the matter be submitted for fact-finding to the full extent permitted by law. The fact-finder shall be chosen by the parties.
  
- b. The fact-finding procedure shall be conducted in an expeditious and cost-effective manner according to rules and a timetable which shall be set out by the fact-finder after consultation with the parties to the fact-finding. Except for good cause shown by a party to the fact-finding, or if the fact-finder requests an extension and the participating parties agree to the fact-finders's request, the timetable shall result in a decision within 30 days of the appointment of the fact-finder.

c. Because of the financial constraints on many of the participating parties, the parties to this Agreement shall attempt to identify potential fact-finders in advance of any dispute from a list of professionals to be supplied by the Administrative Conference of the United States, which maintains a list of fact-finders in each Region of the U.S. who are willing to provide their services pro-bono. (Travel/per diem must be defrayed by the participating parties). Unless the participating parties agree otherwise, the parties participating in the fact-finding agree to share equally the cost of the fact-finder to the full extent permitted by law. Each participating party will pay its own costs, expenses and attorney fees.

**V. *Public Information and Records***

1. Completed NEPA documents (including all referenced specialist reports), monitoring reports, Annual Reports, completed allotment plans, annual update of WINI, quarterly EA planning schedule, and other final reports such as the Reforestation Report (see Section V) shall be available for public review, in a designated room, during normal working hours, at the Sequoia National Forest headquarters in Porterville, California. The intent is to increase the availability of information including completed District NEPA documents, specialist and monitoring reports, etc., for

quick access by the general public.

2. The records and information shall be maintained in a manner conducive to easy access.
3. Any party may recommend improvements to the availability of the records specified in "1" above to the Forest Supervisor.

***W. Annual Report and Five Year Review***

1. The U. S. Forest Service shall prepare an Annual Report describing implementation of the Plan generally, its progress and problems in implementing the Plan, and reporting specifically the following:
  - a. The Annual Report shall include a description of information gathering and monitoring work required by the Plan that could not be accomplished, its estimated cost and why; a status report on accuracy of and refinements to CWE analysis based on that year's planning and monitoring; a status report on BMP effectiveness.
2. Additionally, the Sequoia National Forest shall describe how the Plan is expected to be implemented in the coming year, including expected projects and budgets.

3. The Annual Report shall be made public and shall be sent to the parties at least three weeks before the date of the yearly meeting of the parties.
4. The Sequoia National Forest shall also make public its written 5 year review of the Plan, which shall address, inter alia, whether the Plan should be amended based on information obtained over the previous 5 years. Such topics as budget deficiencies that have affected Plan implementation, relation of yield table assumptions to field observations, changes in FORPLAN assumptions, review of timber management techniques, monitoring results, or effectiveness of BMP's and Standards and Guidelines shall be discussed as they apply.

**X. Enforcement**

1. Any party may pursue its legal or administrative remedies at any time. The right to enforce this Agreement is vested only in the parties to this Agreement.
2. In the event that any party brings a civil action to enforce any portion of this Agreement, venue shall be proper in the Federal District Court for either the Northern or Eastern District of California, and no party shall challenge for improper venue any action brought in either court.

3. The parties involved in an administrative appeal may agree to mediate or otherwise negotiate the resolution of the appeal. Each party involved in the dispute resolution process agrees to pay an equal share of the cost of such resolution. Costs will be limited to cost of a mediator and the mediator's associated expenses (if used), supplies and meeting facilities, unless otherwise agreed to in advance of expenditure. The negotiation period shall be no more than four weeks unless all parties to the negotiation agree to extend the period.

**Y. NEPA Compliance**

1. The Plan shall be amended to reflect this Agreement as soon as possible. It is recognized this could take as long as two years.
2. The Plan amendment shall require a Supplement to the LMP EIS. It is understood that since this new round of NEPA process is open and public, the decision may not conform to this Agreement verbatim.
3. If the Plan is not amended substantially in conformity with this Agreement, the Agreement is voidable at the option of any party. As to any party that chooses to void the Agreement, the present appeal is reinstated.

### III. ADDITIONAL MATTERS

#### A. Matters Resolved.

1. The appeal of the Forest Plan, EIS, and Record of Decision filed by each of the undersigned appellants is hereby withdrawn. Each appellant agrees to notify the Chief of the Forest Service of the withdrawal of his/its appeal.
  
2. Each appellant agrees to support implementation of this Agreement through the adoption of Plan amendments examined in a supplemental EIS and through appropriate public involvement in other Forest Service actions described in this Agreement. Each appellant agrees not to appeal the Plan amendments required by this Agreement provided such amendments implement this Agreement without material change. This agreement not to appeal such Plan amendments does not apply to any amendments for which this Agreement does not specify the content of the amendment, even though the Agreement refers to a process that might result in a Plan amendment (e.g., eventual determination of specific giant sequoia boundaries, or adoption of a specific furbearer habitat network).

3. If the interim direction is not implemented or the Plan is not amended substantially in conformity with the Agreement, the Agreement is voidable as to that party at the option of any party other than the Forest Service. As to such party that chooses to void the Agreement, that party's present appeal is reinstated. The USFS may void the Agreement if any party fails to acts substantially in conformity with the requirements of this Agreement. If the USFS voids the Agreement, all appeals are reinstated.
  
4. Each party agrees to review the Proposed Draft Amendment to the Plan during the public review period and to identify to the Sequoia National Forest in writing any provisions that are not in substantial conformity with the Agreement.
  
5. Except as provided in paragraphs 1, 2, and 3 above, and in any other paragraph in which specific timber sales for 1990 are settled, the appellants reserve their rights to initiate and pursue appeal or judicial review of any Forest Service actions, including, but not limited to, any future amendment or revisions of the Plan.

B. Amendment of Plan. The provisions of law governing Plan Amendments

continue to apply to the Sequoia National Forest Land Management Plan, and the Forest shall consider amendments to the Land Management Plan in the event of circumstances not contemplated by this Agreement or in the Land Management Plan.

- C. Modification of Agreement. This Agreement may be modified upon written approval of all the parties hereto. The parties agree to discuss proposed changes to this Agreement in good faith, including those changes proposed by the Forest Service based on changed conditions or new information.
- D. Authority to Enter Agreement. Each signatory to this Agreement certifies that he or she is fully authorized by the party he or she represents to enter into this Agreement, to execute it on behalf of the party represented and legally to bind that party.
- E. Integration. This Agreement constitutes the entire agreement among the parties and may not be amended or supplemented except as provided for in the Agreement.

**IT IS SO STIPULATED**

  
**JULIE E. MCDONALD**  
**SIERRA CLUB LEGAL DEFENSE FUND**  
**ATTORNEYS FOR**

  
**Dated** July 9, 1990

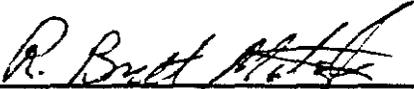
**SIERRA CLUB**

**SOUTHWEST COUNCIL, FEDERATION OF FLYFISHERS**

**THE WILDERNESS SOCIETY**

**NATURAL RESOURCES DEFENSE COUNCIL**

**IT IS SO STIPULATED**

  
\_\_\_\_\_  
**BRETT MATZKE**  
**GOVERNOR, REGION 4 CALIFORNIA TROUT, INC.**  
**CONSERVATION CHAIR, KAWEAH FLYFISHERS**

7/9/90  
Dated

**ON BEHALF OF**

**CALIFORNIA TROUT, INC.**

**KAWEAH FLYFISHERS**



**IT IS SO STIPULATED**

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**JAMES A. CRATES**  
**FOREST SUPERVISOR**  
**SEQUOIA NATIONAL FOREST**  
**(advisory signature)**

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**Dated**



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**PAUL F. BARKER**  
**REGIONAL FORESTER**  
**PACIFIC SOUTHWEST REGION**



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**Dated**

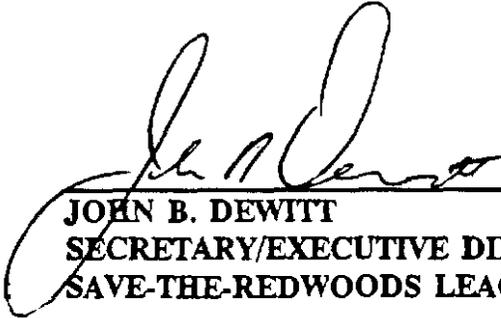
**ON BEHALF OF**

**UNITED STATES DEPARTMENT OF AGRICULTURE, FOREST SERVICE**

IT IS SO STIPULATED

  
\_\_\_\_\_  
BRADLEE S. WELTON  
ATTORNEY AT LAW

7/7/90  
Dated

  
\_\_\_\_\_  
JOHN B. DEWITT  
SECRETARY/EXECUTIVE DIRECTOR  
SAVE-THE-REDWOODS LEAGUE

July 9, 1990  
Dated

ON BEHALF OF

SAVE-THE-REDWOODS LEAGUE

IT IS SO STIPULATED



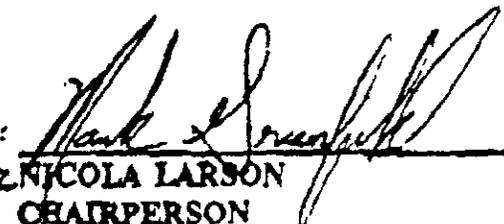
\_\_\_\_\_  
LEE J. CHAUVET  
DEPUTY DIRECTOR  
OFF-HIGHWAY MOTOR VEHICLE RECREATION DIVISION

19 July 90  
Dated

ON BEHALF OF

CALIFORNIA DEPARTMENT OF PARKS AND RECREATION

**IT IS SO STIPULATED**

*for*   
NICOLA LARSON  
CHAIRPERSON

10 July 90  
Dated

**ON BEHALF OF**

**TULE RIVER INDIAN TRIBE**

IT IS SO STIPULATED

*Tim Ryan*

TIM RYAN  
PRESIDENT

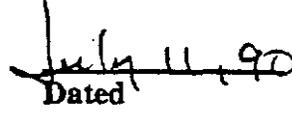
July 19, 1990  
Dated

ON BEHALF OF

PHANTOM DUCK CLUB

**IT IS SO STIPULATED**

  
**BRUCE HAFENFELD**

  
**Dated**

**ON BEHALF OF**

**HAFENFELD RANCH**

**CALIFORNIA CATTLEMEN'S ASSOCIATION**

**IT IS SO STIPULATED**

  
\_\_\_\_\_  
**RONALD SCHILLER**

7-18-90  
**Dated**

**ON BEHALF OF**

**HIGH DESERT MULTIPLE-USE COALITION**

**IT IS SO STIPULATED**

*Patrice Davison*  
**PATRICE DAVISON**

*7-19-90*  
**Dated**

**ON BEHALF OF**

**CALIFORNIA ASSOCIATION OF FOUR WHEEL DRIVE CLUBS**

**IT IS SO STIPULATED**

**SUZANNE SCHESSLER**

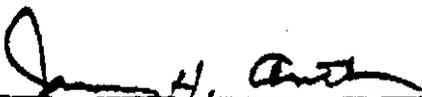
**Dated**

**ON BEHALF OF**

**CALIFORNIA NATIVE PLANT SOCIETY**

**IT IS SO STIPULATED**

**SEQUOIA FOREST INDUSTRIES**

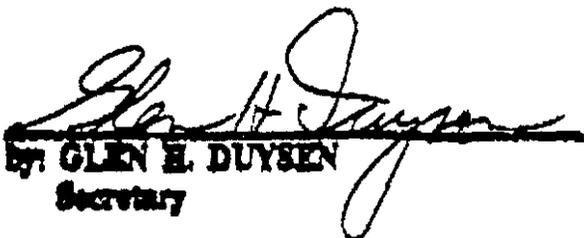


**By: JAMES E. ANTONY**  
**Executive Vice President/**  
**General Manager**

July 10, 1990

**Dated**

**SIERRA FOREST PRODUCTS**

  
**By: GLEN H. DUYSEN**  
**Secretary**

July 10, 1990

**Dated**

**HAGLUND & KIRTLEY**

  
**MICHAEL E. HAGLUND**

July 10, 1990

**Dated**

**Attorneys for**

**SIERRA FOREST PRODUCTS and**  
**SEQUOIA FOREST INDUSTRIES**

**IT IS SO STIPULATED**

*Jerry Counts*  
**JERRY COUNTS**

7/18/90  
**Dated**

**ON BEHALF OF**

**AMERICAN MOTORCYCLE ASSOCIATION DISTRICT #37**