

COORDINATED RESOURCE MANAGEMENT PLAN FOR THE EAST BRANCH of the NORTH FORK FEATHER RIVER

INTRODUCTION:

The East Branch of the North Fork Feather River (EBNFFR) Coordinated Resource Management (CRM) Plan comprises the 763,600 acre geographical area upstream from confluence of Spanish and Indian Creeks as shown in Figure 1. This land is divided into the following ownership pattern:

National Forest	644,205 Acres	87%
Bureau of Land Management	170 Acres	.02%
Industrial Timber	52,147 Acres	7%
Non-industrial Timber	29,729 Acres	4%
Agricultural	32,236 Acres	4%
Other Private	4,273 Acres	.5%
Other Public	777 Acres	.1%

GOALS & OBJECTIVES:

The CRM Plan objectives are to maintain, protect, and improve, where possible, water quality and quantity in the EBNFFR.

It will be the goal of this CRM Plan to optimize the beneficial uses of the waters of the EBNFFR. These beneficial uses are: domestic, municipal, agricultural, and industrial supply; power generation; recreation; aesthetic enjoyment; navigation; and preservation and enhancement of fish, wildlife, and other aquatic resources.

The CRM will emphasize education to prevent future water quality degradation of the EBNFFR. The CRM Group will cooperatively design and assist with funding for water quality improvement projects to abate water quality degradation in the EBNFFR.

ISSUES & CONCERNS:

The following issues and concerns were identified during the planning process.

Concerns

1. The public and regulatory agencies may confuse erosion *symptoms* with erosion *causes*. The result could be that the public and regulatory agencies would blame today's landowners for one hundred years of cumulative watershed damage.

2. Private lending institutions and public and private grant financing may not keep pace with the rising expectations of the public and regulatory agencies. Landowners could be faced with satisfying raised expectations with no additional resources.
3. Most of the available time, energy, and money will be spent on studies instead of getting work done "on the ground".
4. Consensus agreements forged by this CRM will be used to set precedents or standards that other landowners will be forced to meet without the benefit of this CRM's site specific, cooperative process.
5. Consensus agreements forged by this CRM will become "set in concrete" and later impair the CRM participants' ability to meet unforeseen changes cooperatively.
6. Without the Consensus Rule, the CRM could be used by agencies to regulate private land.
7. Without the Consensus Rule, the CRM could be used by special interests to stop logging and grazing on public lands.
8. Public or private landowners, upstream or downstream, will undo the CRM water quality improvements with poor resource management practices on their lands.
9. Funding agencies and organizations will require water quality solutions so risk-free that landowners will not be able to afford to implement them.

Issues

1. Excessive sedimentation to downstream reservoirs
2. Desertification of riparian, meadow, and range lands
3. Quality of irrigation return flows
4. Alteration of stream morphology
5. Lack of riparian vegetation and unstable streambeds and banks
6. Economic and community stability
7. Overgrazing
8. Degradation of fish and wildlife habitat
9. Walker Mine pollution
10. Landowner rights
11. Gravel extraction from streams
12. Environmental awareness
13. Implementation funds
14. Sufficient knowledge to implement correction measures
15. Access to private land
16. Improved agricultural production
17. Degradation of water quality
18. Loss of agricultural land
19. Recreation
20. Aesthetics

MEMORANDUM OF AGREEMENT (MOA):

The *Memorandum of Agreement* regarding a regional erosion control plan for the EBNFFR watershed, hereto attached as Appendix A, shall become a party of this CRM Plan. The MOA's purposes, objectives, and responsibilities shall become a part, but not necessarily a whole, of the purposes or objectives of this CRM Plan.

MEMORANDUM OF UNDERSTANDING (MOU):

The following MOU's shall be attached to this CRM Plan as references.

Appendix B. Memorandum of Understanding for Coordinated Resource Management as signed by:

Bureau of Land Management
U.S. Forest Service
Science and Education Administration Extension, as endorsed by the National Association of Conservation Districts

Appendix C. Memorandum of Understanding for Coordinated Resource Management in California as signed by:

Bureau of Land Management
Soil Conservation Service
California Association of Conservation Districts
U.C. Cooperative Extension
Department of Conservation
Department of Forestry and Fire Protection
U.S.D.A. Forest Service, Region V
Department of Fish and Game
State Lands Commission
Agricultural Stabilization and Conservation Service
Department of Food and Agriculture
Department of Water Resources

CRM GROUND RULES FOR COORDINATION:

1. It makes sense to cooperate on accomplishing shared goals.
2. *No ONE of us is as smart as ALL of us.*
Sharing our different experiences is a powerful tool for problem solving. When we disagree, maybe we haven't analyzed the problem and all possible solutions thoroughly - not only from our point of view but from other points of view.
3. *Blaming someone else doesn't solve a problem.*
It is important to understand the past to understand our future possibilities. We are interested in *what happened* rather than *who did it*. Pointing fingers does not

- encourage cooperative win-win solutions to problems.
4. We need to ask the experts, but make our own decisions.
We need expert advice *plus* a lot of common sense to develop the best solutions for our particular situation.
 5. Without consensus by all participants, even win-win solutions may never be implemented.
 6. *Change is inevitable.*
The trust that comes with cooperative problem solving will encourage us to respond positively to future change.

CRM ROLES & MEMBERSHIP:

Executive Committee provides central guidance, planning, and policies for the CRM; establishes financing, budgeting, and project ranking procedures, as well as project implementation oversight.

The Executive Committee will be made up of four members serving staggered two-year terms. Three members are appointed. The Indian-American Valley Resource Conservation District (IARCD), the Plumas County Board of Supervisors, and the Plumas National Forest each will appoint one person to the Executive Committee. These three Executive Committee members will appoint a member-at-large.

The Executive Committee will meet at least **semi-annually**.

Steering Committee - provides continuity to the EBNFFR CRM effort **from** project to project and from year to year; approves the conceptual plan for each project and refers the project to the Finance and Technical Review Subcommittees for design and funding development.

The Steering Committee will be made up of at least one person from each of the signatories of the MOA or their designated representatives, and representatives of interested organizations and community groups. The chairperson of this committee will be chosen annually by the Steering Committee members and take office on January 1.

The Steering Committee will meet at least **semi-annually**.

Finance Subcommittee - identifies possible funding sources for projects as well as aids in the preparation of funding applications where necessary.

The Finance Subcommittee will be made up of one member each from:
 Department of Fish and Game
 Department of Forestry and Fire Protection

Department of Water Resources
Indian-American Valley Resource Conservation District
North Cal-Neva Resource Conservation and Development Area
Pacific Gas and Electric Company
Plumas Corporation
Plumas County
Soil Conservation Service
U.S.D.A. Forest Service

The chairperson of this subcommittee will be chosen annually by the subcommittee members.

The Finance Subcommittee will meet as needed.

Technical Review Subcommittees - interdisciplinary teams which provide specific expertise, field evaluation, and coordination; analyzes the information available; identifies and defines objectives and alternatives; arrives at recommendations which are acceptable to the CRM Executive Committee, the Steering Committee, and the participating landowners; prepares required environmental documentation for specific projects when necessary, including cumulative watershed effects analysis.

The chairpersons of these subcommittees will be appointed by the Steering Committee. Members for each subcommittee will be selected by the chairperson of that subcommittee as needed.

The Technical Review Subcommittees will meet as needed.

Indian-American Valley Resource Conservation District (I-ARCD) Directors and Indian Valley, American Valley, Sierra Valley, and Meadow Valley Landowners - identify projects through local contacts. The I-ARCD refers potential projects to the Steering Committee for technical assistance and funding, and oversees the implementation of projects approved by the Executive Committee in a timely manner, meeting project specifications within budget constraints.

Plumas Corporation - provides overall coordination of CRM Plan and Project Coordinator; provides general guidance during implementation of each project.

The Coordinator:

(1) FUNCTIONS AS A CLEARINGHOUSE for griping, blaming, rumors, concerns about hidden motives or agendas, etc. The coordinator can air these issues anonymously so that they are "on the table" with minimum personal risk and repercussions to participants.

(2) PREVENTS "GROUP THINK" by ensuring that new ideas and perspectives continue to challenge the group. "Birds of a feather" do not necessarily make the best decisions.

(3) PREVENTS "GANG WARFARE" by preventing groups from ganging up on individuals or other groups who don't share their views. Ensures that all views on issues have an equal opportunity to be heard and evaluated.

(4) ENSURES THAT THE GROUP IS PROVIDED WITH AS MANY OPTIONS AS POSSIBLE BEFORE A DECISION IS MADE. The more choices the group has, the more possible a win-win, cooperative solution becomes. The coordinator ensures that the group takes the time it needs to make a well informed decision.

(5) COORDINATES LOGISTICS where the group determines that group efforts are more productive and desirable than individual efforts.

Signatories - The signers of the EBNFFR CRM Plan will be the same as the MOA signatories, except that each organization's signing representative will be an individual who is close to the operational level. At any time during the year, organizations representing local community and special interests may petition the Executive Committee to become signatories to the EBNFFR CRM Plan.

CRM ORGANIZATIONAL STRUCTURE (Figure 2):

In general, as the projects are identified and developed by the I-ARCD, projects are referred to the Steering Committee for review and funding. During this review process, prospective projects are sent to the Technical Review Subcommittee for environmental and technical review and to the Finance Subcommittee for identification of funding sources.

If funding is available, environmental documents are prepared by the Technical Review Committee. Once the project has cleared both the Technical Review and Finance Subcommittees, it is sent back to the Steering Committee for final review. The Steering Committee forwards the project with its recommendations to the Executive Committee for final approval. The Executive Committee will notify the I-ARCD and the Steering Committee that the project has been approved. It will be the I-ARCD's assignment to implement the project as approved, with assistance from the Steering Committee and overall coordination being provided from Plumas Corporation.

On all levels of the project development process, decisions will be made by unanimous agreement or consensus. Projects failing to achieve consensus will be referred to the Steering Committee and the I-ARCD for revision or deferral until unanimous agreement is reached on all issues and concerns associated with the project.

MEMORANDUM OF AGREEMENT

BETWEEN

AGRICULTURAL STABILIZATION AND CONSERVATION SERVICE,

CALIFORNIA DEPARTMENT OF FISH AND GAME,

CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION,

CALIFORNIA DEPARTMENT OF TRANSPORTATION,

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD, CENTRAL VALLEY REGION,

INDIAN-AMERICAN VALLEY RESOURCE CONSERVATION DISTRICT,

PACIFIC GAS AND ELECTRIC COMPANY,

PLUMAS CORPORATION,

PLUMAS COUNTY,

PLUMAS NATIONAL FOREST, UNITED STATES DEPARTMENT OF AGRICULTURE, FOREST SERVICE,

SOIL CONSERVATION SERVICE, UNITED STATES DEPARTMENT OF AGRICULTURE,

U.S. ARMY CORPS OF ENGINEERS, AND

U.S. FISH AND WILDLIFE SERVICE

REGARDING

A REGIONAL EROSION CONTROL PLAN

FOR THE EAST BRANCH NORTH FORK FEATHER RIVER WATERSHED

I. PARTICIPANTS

This is a Memorandum of Agreement, by and between Agricultural Stabilization and Conservation Service, hereinafter referred to as "ASCS"; California Department of Fish and Game, hereinafter referred to as "CDFandG"; California Department of Forestry and Fire Protection, hereinafter referred to as "CDF"; California Department of Transportation, hereinafter referred to as "Caltrans"; California Regional Water Quality Control Board, Central Valley Region, hereinafter referred to as "CRWQCB"; Indian-American Valley Resource Conservation District, hereinafter referred to as "I-A RCD"; Pacific Gas and Electric Company, a California corporation, hereinafter referred to as "PGandE"; Plumas Corporation; Plumas County, hereinafter referred to as "County"; the Plumas National Forest, United States Department of Agriculture, Forest Service, hereinafter referred to as "USFS"; Soil Conservation Service, United States Department of Agriculture, hereinafter referred to as "SCS"; U.S. Army Corps of Engineers, hereinafter referred to as "Corps"; and U.S. Fish and Wildlife Service, hereinafter referred to as "USF&WS."

II. PURPOSE

The purpose of this Memorandum of Agreement (MOA) is to establish guidelines for coordinated resource management and planning (CRMP) among the participants in an effort to reduce erosion in the East Branch North Fork Feather River (NFFR) watershed.

III. RECITALS

- A. Erosion in the East Branch NFFR watershed is adversely impacting natural resources, land values, agricultural production, and hydroelectric resources.
- B. The Rock Creek and Cresta Reservoirs of PGandE's Rock Creek-Cresta hydroelectric development (FERC Project No. 1962) on the NFFR have accumulated an estimated 6-7 million cubic yards of sediments since their completion in 1950, resulting in operational and environmental concerns.
- C. The accumulation of sediment in the Rock Creek and Cresta Reservoirs is largely a result of both natural and man-induced erosion in the East Branch NFFR watershed.
- D. There is a consensus among land and resource management agencies whose jurisdiction extends to management of erosion within the 1,000 square mile East Branch NFFR watershed that there is a need for a comprehensive erosion control plan in this basin.

IV. OBJECTIVES

The objectives of the parties signing this MOA are:

- A. Identify sources of erosion in the East Branch NFFR watershed that are resulting in the degradation of the watershed.
- B. Develop a cooperative regional erosion control plan for the East Branch NFFR watershed.
- C. Design, fund, and implement erosion control measures where cost-effective.
- D. Accomplish the above in a manner that will protect natural resources, environmental values, agricultural productivity, and land values.
- E. Coordinate the necessary studies and implementation of plans with public agencies and private landowners and organizations, and obtain their cooperation and participation as appropriate.
- F. Assure that planned erosion control projects are cost-effective for the contributors funding the projects.

V. RESPONSIBILITIES

The parties agree to the following responsibilities in order to achieve the above objectives:

A. Agricultural Stabilization and Conservation Service

1. Provide cost-shared funds to private landowners on erosion and sediment control practices and water conservation through Agricultural Conservation Practices, Long-Term Agreements, and the Forestry Incentives Program, if feasible.

B. California Department of Fish and Game

1. Provide results of previous studies on sedimentation in the East Branch NFFR watershed.
2. Conduct or participate in additional sedimentation studies, when feasible.
3. Provide funding sources for stream restoration and erosion control on Federal lands within the watershed through the Sykes Act and the Dingle-Johnson Stream and Lake Improvement Act, if feasible.
4. Participate in analyzing and developing possible stream restoration activities, including the siting, design, and layout of structures.
5. Assist in seeking potential labor sources, including the California Conservation Corps, conservation camp crews administered by

the California Youth Authority and California Department of Corrections, and heavy equipment operation by California National Guard Engineering Battalions.

6. Provide input to the development of a Regional Erosion Control Plan.
7. Participate in evaluating fish populations before and after implementation of erosion control projects.
8. Enforce provisions of the Regional Erosion Control Plan where authorized in the Fish and Game Code, including Section 5650 dealing with pollutants, including sediment under certain circumstances, and Section 1603 dealing with streambed alterations, such as gravel extraction, dam construction, etc.
9. Expedite the issuance of CDFandG permits as necessary for erosion control projects.
10. Participate in follow-up studies to monitor the effects of erosion control projects on aquatic and terrestrial resources.

C. California Department of Forestry

1. Provide cost-sharing funding, if feasible, through the California Forest Improvement Program for practices on private lands, including site preparation and planting of trees on understocked land due to such things as wildfires; and forestland conservation, including erosion control, revegetation, road closure and stabilization of abandoned roadbeds, and improvement of drainage facilities for the purpose of reducing soil erosion and sedimentation.
2. Assist in raising private landowners' interest in applying for funding under the above cost-sharing program.
3. Regulate logging activities resulting in erosion on private lands under the provisions of the Z'berg/Negedly Forest Practices Act of 1973.

D. California Department of Transportation

1. Provide input to the development of a Regional Erosion Control Plan.
2. Ensure that state road construction and maintenance practices will consider, where reasonable and practical, the provisions of the Regional Erosion Control Plan.

E. California Water Quality Control Board

1. Provide results of studies on erosion and sedimentation in the East Branch NFFR watershed.
2. Provide input to the development of a Regional Erosion Control Plan.

3. Provide for regulation of point and non-point source discharges as appropriate.

F. Indian-American Valley Resource Conservation District

1. Prioritize SCS time and resources toward watershed study and implementation.
2. Provide input to the development of a Regional Erosion Control Plan.

G. Pacific Gas and Electric Company

1. Develop a study plan to gather information needed to develop a long term Regional Erosion Control Plan, including:

Identification of the sources of sediments in the Rock Creek Reservoir.

Surveys to determine the volume of sediments in the Rock Creek and other downstream reservoirs.

Sampling and analysis of the physical and chemical characteristics of the sediments.

Development of a computer model of the sediment transport for the East Branch NFFR watershed to identify sources of sediments and to forecast the sediment volumes to be expected in the future.

Implement a sampling and monitoring program for the East Branch NFFR watershed to provide streamflow and sediment transport data in order to verify the computer model and measure the effectiveness of erosion control efforts.

2. Participate with the parties of the MOA in the planning, design, cost evaluation, and funding of erosion control projects where cost effective benefits in reduction of the volume of sediments impacting PGandE's hydroelectric facilities downstream can be demonstrated, and where such participation is not inconsistent with PGandE's federal hydroelectric licenses.

H. Plumas Corporation

1. Formulate proposals for erosion control projects.
2. Seek funding for erosion control projects.
3. Coordinate the design and implementation of erosion control projects.
4. Award and administer contracts for erosion control projects, including construction, bonding, insurance, and documentation.

Enlist support from local landowners for erosion control projects, including acquisition of rights-of-entry.

6. Acquire all necessary permits for erosion control projects.

I. Plumas County

1. Provide funding through the Plumas County Flood Control and Water Conservation District, if feasible.
2. Participate in the development, implementation, and enforcement of the Regional Erosion Control Plan.
3. Enlist participation by private landowners in the development and implementation of erosion control projects.
4. Enlist support from "Plumas Corporation" to provide resources for erosion control project development, management, and implementation in Plumas County.
5. Seek resources for erosion control projects through the Community Development Commission, including California Conservation Corps crew.

The Forest Service

1. Provide results of previous studies on sedimentation in the East Branch NFFR watershed.
2. Conduct or participate in additional sedimentation studies, when feasible.
3. Provide funding for erosion control projects on National Forest land, when available.
4. Provide input to the development and monitoring of demonstration erosion control projects.
5. Provide technical advice on sediment sampling/analysis.
6. Conduct condition surveys, as feasible, and in cooperation with other agency surveys, for the watersheds of the East Branch NFFR, and integrate the survey information into erosion control programs.
7. Assist on erosion control projects on private lands within the East Branch NFFR watershed.
8. Provide technical assistance on design and placement of structures, use of materials, and sources of riprap or other materials.
9. Provide input to the development of a Regional Erosion Control Plan.

10. Enforce provisions of the Regional Erosion Control Plan on National Forest lands.
11. Expedite the issuance of USFS permits as necessary for erosion control projects on National Forest lands.
12. Participate in follow-up studies to evaluate the effectiveness of erosion control projects.

K. Soil Conservation Service

1. Provide results of previous studies on erosion and sedimentation in the East Branch NFFR watershed.
2. Conduct or participate in additional erosion and sedimentation studies, when feasible.
3. Participate in the identification of sources of sediments in the watershed.
4. Provide technical assistance to private landowners on erosion and sediment control practices.
5. Provide assistance in obtaining cost-shared funds for private landowners through Public Law 566 and/or the Resource Conservation and Development Program.
6. Provide qualified technical personnel from the state, area, and field offices to assist with the development and implementation of erosion control projects and a Regional Erosion Control Plan.
7. Participate in follow-up studies to evaluate the effectiveness of erosion control projects on private lands.
8. Participate in this MOA to the extent annually approved by the I-A RCD.

L. U.S. Army Corps of Engineers

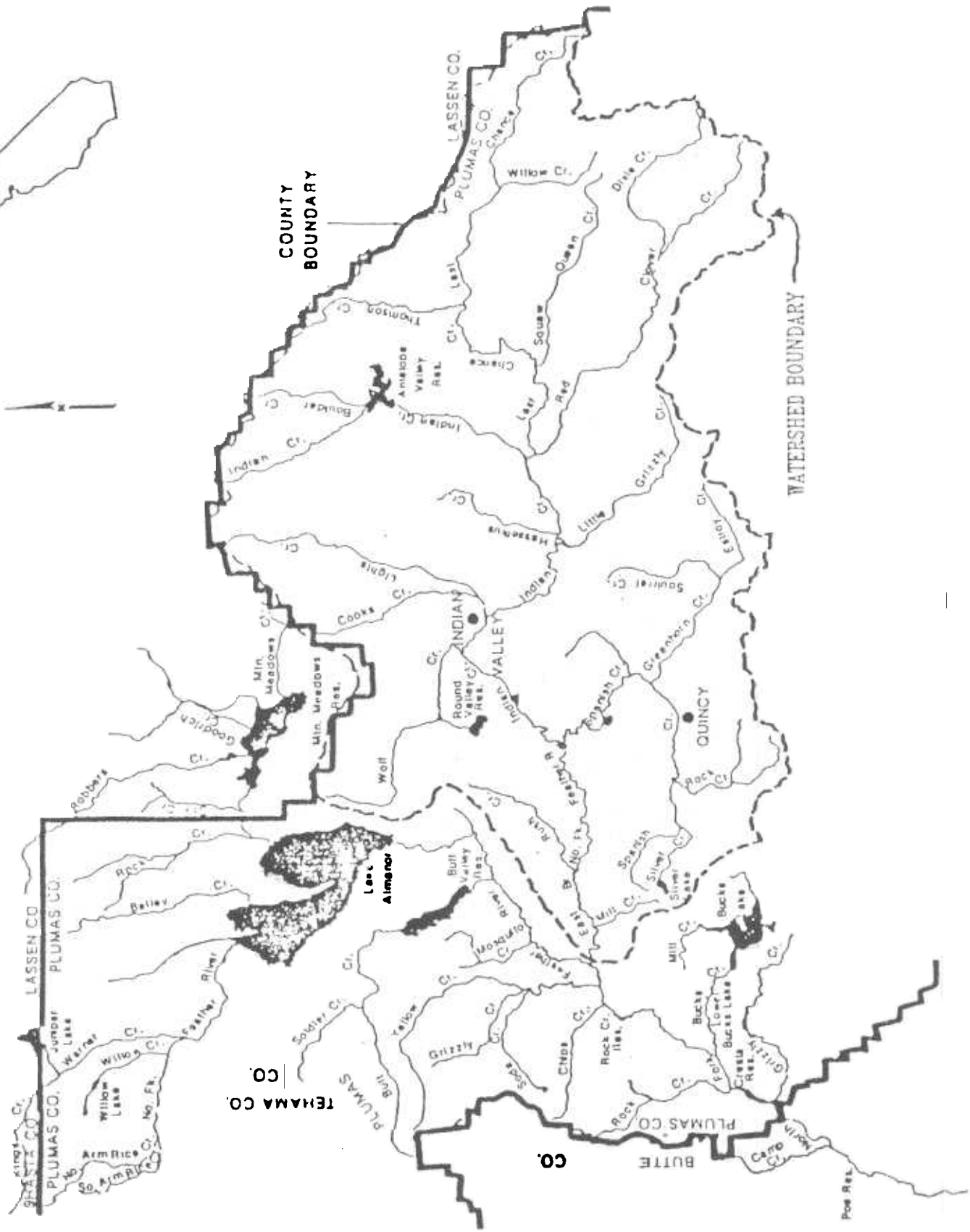
1. Provide input to the development of a Regional Erosion Control Plan.
2. Expedite the processing of Corps permits as necessary for the construction of erosion control facilities in waters of the United States under Section 404 of the Clean Water Act.

M. U.S. Fish and Wildlife Service

1. Provide input to the development of a Regional Erosion Control Plan.
2. Assist in the development and implementation, as USF&WS funding and manpower allows, of monitoring studies to evaluate the effects of erosion control projects on aquatic and terrestrial resources.

VI. GENERAL PROVISIONS

- A. Each and every provision of this Memorandum of Agreement is subject to all applicable Federal and State laws and regulations.
- B. Nothing in this Memorandum of Agreement shall be construed as obligating any party to the expenditure of funds in excess of available appropriations.
- C. Parties shall not be required to provide any information that they consider to be proprietary.
- D. Any amendment hereto or to the plans agreed to hereunder, shall be in writing, may be proposed by any party, and shall become effective upon approval by all parties to the specific plan.
- E. Any party may propose the termination of this agreement by providing 60 days written notice to the other parties. Such termination shall become effective upon mutual agreement by all parties.
- F. Any party may withdraw from this agreement by providing written notice to all the other parties of the intent to withdraw 60 days in advance of the effective withdrawal date. The withdrawal of one or more parties does not alter the effectiveness of this agreement for the remaining parties.
- G. Parties may be added to this agreement by their signature hereunder indicating their commitment to the objectives of the Memorandum of Agreement and agreement with the General Provisions.



DEPARTMENT OF WATER RESOURCES

NORTHERN DISTRICT
2440 MAIN STREET
P. O. BOX 607
RED BLUFF 96080
(916) 527-6530



August 26, 1987

Mr. Laurence H. Carver
Land Department
Pacific Gas and Electric Company
77 Beale Street, Room H-2025
San Francisco, CA 94106

Dear Mr. Carver:

The Northern District of the Department of Water Resources (DWR) will participate with other State, Federal, and local agencies, as well as people from the private sector, in identifying erosion problems and developing cooperative erosion control programs in the East Branch North Fork Feather River. As District Chief, I will be signing the Memorandum of Agreement. The following DWR responsibilities should be incorporated:

- a. Provide input to the development of a Regional Erosion Control Plan.
- b. Assist with obtaining funds for erosion control projects.
- c. Provide results from studies of fishery and recreation resources of Indian Creek and the East Branch North Fork Feather River.

If you have any questions, please phone Dick Lallatin at (916) 527-6530, Extension 357.

Sincerely,


A handwritten signature in cursive script that reads "Wayne S. Gentry".

Wayne S. Gentry, Chief
Northern District


Agricultural Stabilization and Conservation Service

By 
District Director

California Department of Fish and Game

By 
Acting Director

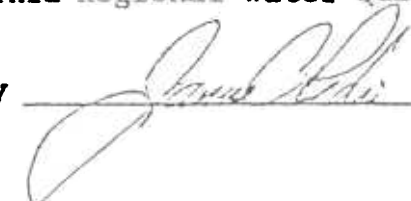
California Department of Forestry and Fire Protection

By 
Ranger-In-Charge, Lassen/Modoc Ranger Unit

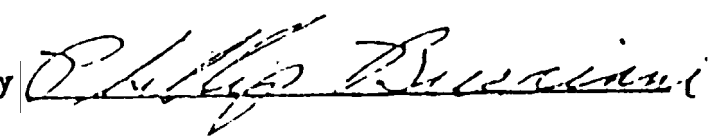
California Department of Transportation

By 
District Director 8-5-87

California Regional Water Quality Control Board, Central Valley Region

By 

Indian-American Valley Resource Conservation District

By 

Pacific Gas and Electric Company

By 
Vice President, Power Generation