

**SUBSTITUTE AMENDMENT TO THE AMENDMENT IN
THE NATURE OF A SUBSTITUTE TO H. R. 2989
OFFERED BY MR. HUFFMAN OF CALIFORNIA**

Strike all after the enacting clause and insert the following:

1 SECTION 1. SHORT TITLE; TABLE OF CONTENTS.

2 (a) SHORT TITLE.—This Act may be cited as the
3 “Save Our Sequoias Act”.

4 (b) TABLE OF CONTENTS.—The table of contents for
5 this Act is as follows:

- Sec. 1. Short title; table of contents.
- Sec. 2. Definitions.
- Sec. 3. Shared stewardship agreement for giant sequoias.
- Sec. 4. Giant sequoia Lands Coalition.
- Sec. 5. Giant Sequoia Health and Resiliency Assessment.
- Sec. 6. Giant sequoia emergency response.
- Sec. 7. Giant Sequoia Reforestation and Rehabilitation Strategy.
- Sec. 8. Giant Sequoia Strike Teams.
- Sec. 9. Giant sequoia collaborative restoration grants.
- Sec. 10. Good Neighbor Authority for Giant Sequoias.
- Sec. 11. Stewardship contracting for giant sequoias.
- Sec. 12. Giant Sequoia Emergency Protection Program and Fund.
- Sec. 13. Authorization of appropriations.

6 SEC. 2. DEFINITIONS.

7 In this Act:

8 (1) ASSESSMENT.—The term “Assessment”
9 means the Giant Sequoia Health and Resiliency As-
10 sessment required by section 5.

1 (2) COALITION.—The term “Coalition” means
2 the Giant Sequoia Lands Coalition established under
3 section 4.

4 (3) COLLABORATIVE PROCESS.—The term “col-
5 laborative process” means a process relating to the
6 management of covered National Forest System
7 lands or covered public lands by which a project or
8 forest management activity is developed and imple-
9 mented by the Secretary concerned through collabo-
10 ration with multiple interested persons representing
11 diverse interests.

12 (4) COVERED NATIONAL FOREST SYSTEM
13 LANDS.—The term “covered National Forest System
14 lands” means the proclaimed National Forest Sys-
15 tem lands reserved or withdrawn from the public do-
16 main of the United States covering the Sequoia Na-
17 tional Forest and Giant Sequoia National Monu-
18 ment, Sierra National Forest, and Tahoe National
19 Forest.

20 (5) COVERED PUBLIC LANDS.—The term “cov-
21 ered public lands” means—

22 (A) the Case Mountain Extensive Recre-
23 ation Management Area in California managed
24 by the Bureau of Land Management; and

1 (B) Kings Canyon National Park, Sequoia
2 National Park, and Yosemite National Park in
3 California managed by the National Park Serv-
4 ice.

5 (6) GIANT SEQUOIA.—The term “giant se-
6 quoaia” means a tree of the species *Sequoiadendron*
7 *giganteum*.

8 (7) GROVE-SPECIFIC HAZARDOUS FUELS RE-
9 DUCATION PLAN.—The term “grove-specific haz-
10 ardous fuels reduction plan” means a plan developed
11 by the applicable land management agency prior to
12 conducting an analysis under the National Environ-
13 mental Policy Act of 1969 (42 U.S.C. 4321 et seq.)
14 to address hazardous fuels in 1 or more giant se-
15 quoaia groves.

16 (8) PROTECTION PROJECT.—The term “Protec-
17 tion Project” means a project to carry out forest
18 management activities that are intended to benefit
19 giant sequoias, including—

20 (A) activities recommended by the Assess-
21 ment;

22 (B) conducting hazardous fuels manage-
23 ment, including mechanical thinning, mastication,
24 and prescribed burning;

1 (C) removing hazard trees, as determined
2 by the responsible official;

3 (D) removing trees to address overstocking
4 or crowding in a forest stand, consistent with
5 the appropriate basal area of the forest stand
6 as determined by the responsible official;

7 (E) activities included in the applicable
8 grove-specific hazardous fuels reduction plan;

9 (F) using treatments to address insects
10 and disease and control competing vegetation;
11 and

12 (G) any combination of activities described
13 in subparagraphs (A) through (F).

14 (9) REFORESTATION.—The term “reforest-
15 ation” means the act of renewing tree cover, taking
16 into consideration species composition and resilience,
17 by establishing young trees through—

18 (A) natural regeneration;

19 (B) natural regeneration with—

20 (i) site preparation;

21 (ii) vegetation competition control; or

22 (iii) both; or

23 (C) planting or direct seeding.

24 (10) REHABILITATION.—The term “rehabilita-
25 tion” means any action taken during the 5-year pe-

1 riod beginning on the date on which a wildland fire
2 is contained to repair or improve fire-impacted lands
3 which are unlikely to recover to management-ap-
4 proved conditions.

5 (11) RELEVANT CONGRESSIONAL COMMIT-
6 TEES.—The term “relevant congressional commit-
7 tees” means—

8 (A) the Committee on Energy and Natural
9 Resources, the Committee on Agriculture, Nu-
10 trition, and Forestry, and the Committee on
11 Appropriations of the Senate; and

12 (B) the Committee on Natural Resources,
13 the Committee on Agriculture, and the Com-
14 mittee on Appropriations of the House of Rep-
15 resentatives.

16 (12) RESPONSIBLE OFFICIAL.—The term “re-
17 sponsible official” means an employee of the Depart-
18 ment of the Interior or the Forest Service who has
19 the authority to make and implement a decision on
20 a proposed action.

21 (13) SECRETARY.—The term “Secretary”
22 means the Secretary of the Interior.

23 (14) SECRETARY CONCERNED.—The term
24 “Secretary concerned” means—

1 (A) the Secretary of Agriculture, with re-
2 spect to covered National Forest System lands,
3 or their designee; and

4 (B) the Secretary of the Interior, with re-
5 spect to covered public lands, or their designee.

6 (15) STRATEGY.—The term “Strategy” means
7 the Giant Sequoia Reforestation and Rehabilitation
8 Strategy established under section 9.

9 (16) STRIKE TEAM.—The term “Strike Team”
10 means a Giant Sequoia Strike Team established
11 under section 10.

12 (17) TRIBE.—The term “Tribe” means—

13 (A) the Tule River Indian Tribe; and

14 (B) any other Tribal government the juris-
15 dictional boundaries of which encompass at
16 least 1 giant sequoia grove.

17 (18) TULE RIVER INDIAN TRIBE.—The term
18 “Tule River Indian Tribe” means the Tule River In-
19 dian Tribe of the Tule River Reservation, California.

20 **SEC. 3. SHARED STEWARDSHIP AGREEMENT FOR GIANT SE-**
21 **QUOIAS.**

22 (a) IN GENERAL.—Not later than 90 days after re-
23 ceiving a request from the Governor of the State of Cali-
24 fornia or a Tribe, the Secretary shall enter into an agree-
25 ment with the Secretary of Agriculture and the Governor

1 or Tribe, as applicable, that submitted the request, to
2 jointly carry out the following:

3 (1) Not later than 30 days after entering into
4 the agreement, establish the Giant Sequoia Lands
5 Coalition or certify an existing group meeting the re-
6 quirements of section 4(b) as the Giant Sequoia
7 Lands Coalition.

8 (2) Not later than 120 days after the Giant Se-
9 quioia Lands Coalition submits the Assessment under
10 section 5, conduct Protection Projects under section
11 6.

12 (3) Not later than 120 days after entering into
13 the agreement, begin developing and implementing
14 reforestation and rehabilitation of giant sequoias,
15 with priority given to actions described in the Strat-
16 egy.

17 (b) NO REQUEST SUBMITTED.—If the Secretary has
18 not received a request from the Governor of the State of
19 California or a Tribe under subsection (a) before the date
20 that is 90 days after the date of enactment of this Act,
21 the Secretary shall enter into the agreement under sub-
22 section (a) and jointly implement such agreement with the
23 Secretary of Agriculture.

24 (c) FUTURE PARTICIPATION.—If the Secretary re-
25 ceives a request from the Governor of the State of Cali-

1 fornia or a Tribe any time after entering into the agree-
2 ment under subsection (a) or (b), the Secretary shall ac-
3 cept the Governor or Tribe, as applicable, that submitted
4 the request as a party to such agreement.

5 **SEC. 4. GIANT SEQUOIA LANDS COALITION.**

6 (a) ESTABLISHMENT.—

7 (1) IN GENERAL.—The Secretary, in consulta-
8 tion with the parties to such agreement, shall certify
9 the Giant Sequoia Lands Coalition in accordance
10 with the charter titled “Giant Sequoia Lands Coali-
11 tion Charter” (or successor charter) signed during
12 the period beginning June 2, 2022 and ending Au-
13 gust 2, 2022 by each of the following:

14 (A) The National Park Service, rep-
15 resenting Sequoia and Kings Canyon National
16 Parks.

17 (B) The National Park Service, rep-
18 resenting Yosemite National Park.

19 (C) The Forest Service, representing Se-
20 quoya National Forest and Giant Sequoia Na-
21 tional Monument.

22 (D) The Forest Service, representing Si-
23 erra National Forest.

24 (E) The Forest Service, representing
25 Tahoe National Forest.

1 (F) The Bureau of Land Management,
2 representing Case Mountain Extensive Recre-
3 ation Management Area.

4 (G) The Tule River Indian Tribe, rep-
5 resenting the Black Mountain Grove.

6 (H) The State of California, representing
7 Calaveras Big Trees State Park.

8 (I) The State of California, representing
9 Mountain Home Demonstration State Forest.

10 (J) An academic institution with dem-
11 onstrated experience managing and owning a
12 giant sequoia grove, representing Whitaker's
13 Research Forest.

14 (K) The County of Tulare, California, rep-
15 resenting Balch Park.

16 (2) AFFILIATE PARTNERS.—The Coalition may
17 designate organizations or agencies with dem-
18 onstrated experience and knowledge on giant sequoia
19 management and resiliency as affiliate partners of
20 the Coalition to enhance the work of the Coalition
21 under subsection (b).

22 (3) LOCAL GOVERNMENT PARTICIPATION.—
23 Upon the written request of a local government in
24 California whose jurisdictional boundaries encompass
25 at least 1 giant sequoia grove, or the governing body

1 of a Tribe other than the Tule River Indian Tribe,
2 the Secretary shall appoint 1 member from such
3 government or governing body to serve as a member
4 of the Coalition, subject to the same requirements
5 outlined in this section.

6 (b) DUTIES.—The duties of the Coalition are to—

7 (1) prepare the Assessment under section 5;

8 (2) observe implementation, and provide policy
9 recommendations to the Secretary concerned, with
10 respect to—

11 (A) Protection Projects carried out under
12 section 6; and

13 (B) the Strategy established under section
14 9;

15 (3) facilitate collaboration and coordination on
16 Protection Projects, particularly projects that cross
17 jurisdictional boundaries;

18 (4) facilitate information sharing, including best
19 available science as described in section 5(d) and
20 mapping resources; and

21 (5) support the development and dissemination
22 of educational materials and programs that inform
23 the public about the threats to the health and resil-
24 iency of giant sequoia groves and actions being

1 taken to reduce the risk to such groves from high-
2 severity wildfire, insects, and drought.

3 (c) PAY AND EXPENSES.—

4 (1) COMPENSATION.—

5 (A) FEDERAL EMPLOYEE MEMBERS.—All
6 members of the Coalition who are officers or
7 employees of the United States shall serve with-
8 out compensation in addition to that received
9 for their services as officers or employees of the
10 United States.

11 (B) NON-FEDERAL EMPLOYEE MEM-
12 BERS.—All members of the Coalition not de-
13 scribed in subparagraph (A) shall serve without
14 compensation.

15 (2) REIMBURSEMENT.—A member of the Coali-
16 tion may be reimbursed for travel and lodging ex-
17 penses incurred while attending a meeting of the Co-
18 alition or any other meeting of members approved
19 for reimbursement by the Coalition in the same
20 amounts and under the same conditions as Federal
21 employees under section 5703 of title 5, United
22 States Code.

23 (3) EXPENSES.—The Secretary concerned may
24 pay the expenses of the Coalition that such Sec-

1 retary concerned determines to be reasonable and
2 appropriate.

3 (4) ADMINISTRATIVE SUPPORT, TECHNICAL
4 SERVICES, AND STAFF SUPPORT.—The Secretary
5 concerned shall make personnel of the Department
6 of the Interior or the Department of Agriculture, as
7 applicable, available to the Coalition for administra-
8 tive support, technical services, development and dis-
9 semination of educational materials, and staff sup-
10 port that such Secretary concerned determines nec-
11 essary to carry out this section.

12 (d) FEDERAL ADVISORY COMMITTEE ACT.—

13 (1) IN GENERAL.—The Federal Advisory Com-
14 mittee Act (5 U.S.C. App.) shall apply to the Coali-
15 tion, except that the Coalition shall terminate on the
16 date that is 10 years after the date of enactment of
17 this Act.

18 (2) RENEWAL.—Prior to the termination of the
19 Coalition under paragraph (1), the Coalition may be
20 renewed in accordance with subsections (b) and (c)
21 of section 14 of the Federal Advisory Committee Act
22 (5 U.S.C. App.).

1 **SEC. 5. GIANT SEQUOIA HEALTH AND RESILIENCY ASSESS-**
2 **MENT.**

3 (a) IN GENERAL.—Not later than 180 days after the
4 first meeting of the Coalition, the Coalition shall submit
5 to the relevant congressional committees a Giant Sequoia
6 Health and Resiliency Assessment that, based on the best
7 available science—

8 (1) identifies—

9 (A) each giant sequoia grove that has ex-
10 perienceed a—

11 (i) stand-replacing disturbance; or

12 (ii) disturbance but continues to have
13 living giant sequoias within the grove, in-
14 cluding identifying the tree mortality and
15 regeneration of giant sequoias within such
16 grove;

17 (B) each giant sequoia grove that is at
18 high risk of experiencing a stand-replacing dis-
19 turbance;

20 (C) lands located within 1 mile of giant se-
21 quonia groves that are at risk of experiencing
22 high-severity wildfires that could adversely im-
23 pact such giant sequoia groves; and

24 (D) each giant sequoia grove that has ex-
25 perienceed a disturbance and is unlikely to natu-
26 rally regenerate and is in need of reforestation;

1 (2) analyzes the resiliency of each giant sequoia
2 grove to threats, such as—

3 (A) high-severity wildfire;

4 (B) insects, including beetle kill; and

5 (C) drought;

6 (3) with respect to Protection Projects, pro-
7 poses a list of highest priority Protection Projects,
8 giving priority to projects located on lands identified
9 under subparagraphs (B) and (C) of paragraph (1);

10 (4) examines how historical, Tribal, and current
11 approaches to wildland fire suppression and forest
12 management activities across various jurisdictions
13 have impacted the health and resiliency of giant se-
14 quoa groves with respect to—

15 (A) high-severity wildfires;

16 (B) insects, including beetle kill; and

17 (C) drought; and

18 (5) includes program and policy recommenda-
19 tions that address—

20 (A) Federal and State policies that impede
21 activities to improve the health and resiliency of
22 giant sequoias and proposed policy changes to
23 address such impediments;

24 (B) new Federal and State policies nec-
25 essary to increase the pace and scale of treat-

1 ments that improve the health and resiliency of
2 giant sequoias;

3 (C) options to enhance communication, co-
4 ordination, and collaboration, particularly for
5 cross-boundary projects, to improve the health
6 and resiliency of giant sequoias;

7 (D) research gaps that should be ad-
8 dressed to improve the best available science on
9 the giant sequoias; and

10 (E) options and best practices for con-
11 ducting Protection Projects without causing the
12 incidental taking of threatened or endangered
13 species.

14 (b) ANNUAL UPDATES.—Not later than 1 year after
15 the submission of the Assessment under subsection (a),
16 and annually thereafter, the Coalition shall submit an up-
17 dated Assessment to the relevant congressional commit-
18 tees that—

19 (1) includes any new data, information, or best
20 available science that has changed or become avail-
21 able since the previous Assessment was submitted;

22 (2) with respect to Protection Projects—

23 (A) includes information on the number of
24 Protection Projects initiated the previous year

1 and the estimated timeline for completing those
2 projects;

3 (B) includes information on the number of
4 Protection Projects planned in the upcoming
5 year and the estimated timeline for completing
6 those projects;

7 (C) provides status updates and long-term
8 monitoring reports on giant sequoia groves
9 after the completion of Protection Projects, in-
10 cluding comparing the efficacy of those Protec-
11 tion Projects;

12 (D) if either Secretary concerned failed to
13 initiate at least 1 Protection Project in the pre-
14 vious year, a written explanation that in-
15 cludes—

16 (i) a detailed explanation of what im-
17 pediments resulted in failing to initiate at
18 least 1 Protection Project;

19 (ii) a detailed explanation of what ac-
20 tions the Secretary concerned is taking to
21 ensure that at least 1 Protection Project is
22 initiated the following year; and

23 (iii) recommendations to Congress on
24 any policies that need to be changed to as-

1 sist the Secretary concerned in initiating
2 Protection Projects; and

3 (3) with respect to reforestation and rehabilita-
4 tion of giant sequoias—

5 (A) contains updates on the implementa-
6 tion of the Strategy under section 9, including
7 grove-level data on reforestation and rehabilita-
8 tion activities; and

9 (B) provides status updates and moni-
10 toring reports on giant sequoia groves that have
11 experienced natural or artificial regeneration as
12 part of the Strategy under section 9.

13 (c) DASHBOARD.—

14 (1) REQUIREMENT TO MAINTAIN.—The Coali-
15 tion shall create and maintain a website that—

16 (A) publishes the Assessment, annual up-
17 dates to the Assessment, and other educational
18 materials developed by the Coalition;

19 (B) contains searchable information about
20 individual giant sequoia groves, including the—

21 (i) resiliency of such groves to threats
22 described in paragraphs (1) and (2) of
23 subsection (a);

1 (ii) Protection Projects that have been
2 proposed, initiated, or completed in such
3 groves; and

4 (iii) reforestation and rehabilitation
5 activities that have been proposed, initi-
6 ated, or completed in such groves; and

7 (C) maintains a searchable database to
8 track—

9 (i) the status of Federal environ-
10 mental reviews and authorizations for spe-
11 cific Protection Projects and reforestation
12 and rehabilitation activities; and

13 (ii) the projected cost of Protection
14 Projects and reforestation and rehabilita-
15 tion activities.

16 (2) SEARCHABLE DATABASE.—The Coalition
17 shall include information on the status of Protection
18 Projects in the searchable database created under
19 paragraph (1)(C), including—

20 (A) a comprehensive permitting timetable;

21 (B) the status of the compliance of each
22 lead agency, cooperating agency, and partici-
23 pating agency with the permitting timetable;

24 (C) any modifications of the permitting
25 timetable required under subparagraph (A), in-

1 including an explanation as to why the permitting
2 timetable was modified; and

3 (D) information about project-related pub-
4 lic meetings, public hearings, and public com-
5 ment periods, which shall be presented in
6 English and the predominant language of the
7 community or communities most affected by the
8 project, as that information becomes available.

9 (d) BEST AVAILABLE SCIENCE.—In utilizing the best
10 available science for the Assessment, the Coalition shall
11 include—

12 (1) data and peer-reviewed research from aca-
13 demic institutions with a demonstrated history of
14 studying giant sequoias and with experience ana-
15 lyzing distinct management strategies to improve
16 giant sequoia resiliency;

17 (2) traditional ecological knowledge from each
18 Tribe related to improving the health and resiliency
19 of giant sequoia groves; and

20 (3) data from Federal, State, and Tribal gov-
21 ernments or agencies.

22 (e) TECHNOLOGY IMPROVEMENTS.—In carrying out
23 this section, the Secretary concerned may enter into mem-
24 orandums of understanding or agreements with other Fed-
25 eral agencies or departments, State or local governments,

1 Tribal governments, private entities, or academic institu-
2 tions to improve, with respect to the Assessment, the use
3 and integration of—

4 (1) advanced remote sensing and geospatial
5 technologies;

6 (2) statistical modeling and analysis; or

7 (3) any other technology the Secretary con-
8 cerned determines will benefit the quality of infor-
9 mation used in the Assessment.

10 (f) **PLANNING.**—The Coalition shall make informa-
11 tion from this Assessment available to the Secretary con-
12 cerned and the State of California to integrate into—

13 (1) the State of California’s Wildfire and For-
14 est Resilience Action Plan; and

15 (2) the Forest Service’s 10-year Wildfire Crisis
16 Strategy (or successor plan).

17 **SEC. 6. GIANT SEQUOIA EMERGENCY RESPONSE.**

18 (a) **IN GENERAL.**—

19 (1) **EMERGENCY DETERMINATION.**—Congress
20 determines that—

21 (A) an emergency exists on covered public
22 lands and covered National Forest System
23 lands that makes it necessary to carry out Pro-
24 tection Projects that take needed actions to re-

1 spond to the threat of wildfires, insects, and
2 drought to giant sequoias; and

3 (B) Protection Projects are necessary to
4 control the immediate impacts of the emergency
5 described in subparagraph (A) and to mitigate
6 harm to life, property, or important natural or
7 cultural resources on covered public lands and
8 covered National Forest System lands.

9 (2) APPLICATION.—The emergency determina-
10 tion established under paragraph (1)(A) shall apply
11 to all covered public lands and covered National For-
12 est System lands.

13 (3) EFFECT.—The emergency determination es-
14 tablished under paragraph (1)(A) shall go into effect
15 on the date the Coalition submits the Assessment.

16 (4) EXPIRATION.—The emergency determina-
17 tion established under paragraph (1)(A) shall expire
18 on the earlier of—

19 (A) the date that is 10 years after the ef-
20 fective date of that emergency determination;
21 and

22 (B) the date on which the Secretary and
23 the Secretary of Agriculture jointly—

24 (i) determine that such an emergency
25 no longer exists;

1 (ii) certify that at least 90 percent of
2 giant sequoia groves are not under the
3 threat of stand-replacing wildfire; and

4 (iii) submit the determination and cer-
5 tification described in clauses (i) and (ii),
6 respectively, to the relevant congressional
7 committees.

8 (b) IMPLEMENTATION.—While the emergency deter-
9 mination established under subsection (a) is in effect—

10 (1) as applicable, a responsible official may
11 carry out a Protection Project described in sub-
12 section (c) in accordance with—

13 (A) section 220.4(b) of title 36, Code of
14 Federal Regulations (or a successor regulation);

15 (B) section 800.12 of title 36, Code of
16 Federal Regulations (or a successor regulation);

17 (C) section 1506.12 of title 40, Code of
18 Federal Regulations (or a successor regulation);

19 and

20 (D) section 46.150 of title 43, Code of
21 Federal Regulations (or a successor regulation);

22 and

23 (c) REQUIREMENTS.—A Protection Project referred
24 to in subsection (b)(1) is a Protection Project or reforest-
25 ation or rehabilitation activity that—

1 (1) covers an area of not more than—

2 (A) 2,000 acres within giant sequoia
3 groves where a grove-specific hazardous fuels
4 reduction plan has been developed by the rel-
5 evant land management agency or on lands
6 identified under section 5(a)(1)(B); and

7 (B) 3,000 acres on lands identified under
8 section 5(a)(1)(C);

9 (2) was—

10 (A) proposed by the Assessment under sec-
11 tion 5(a)(3);

12 (B) developed through a collaborative proc-
13 ess; or

14 (C) proposed by a resource advisory com-
15 mittee (as defined in section 201 of the Secure
16 Rural Schools and Community Self-Determina-
17 tion Act of 2000 (16 U.S.C. 7121));

18 (3) as practicable, incorporates prescribed fire
19 as a component of the grove-specific hazardous fuels
20 reduction plan; and

21 (4) occurs on Federal land or non-Federal land
22 with the consent of the non-Federal landowner.

23 (d) USE OF OTHER AUTHORITIES.—To the max-
24 imum extent practicable, the Secretary concerned shall use
25 the authorities outlined under this section in combination

1 with other authorities to carry out Protection Projects, in-
2 cluding—

3 (1) good neighbor agreements entered into
4 under section 8206 of the Agricultural Act of 2014
5 (16 U.S.C. 2113a); and

6 (2) stewardship contracting projects entered
7 into under section 604 of the Healthy Forests Res-
8 toration Act of 2003 (16 U.S.C. 6591e).

9 (e) SAVINGS CLAUSE.—With respect to joint Protec-
10 tion Projects and reforestation and rehabilitation activities
11 involving a Tribe, nothing in this section shall be con-
12 strued to add any additional regulatory requirements onto
13 the Tribe.

14 **SEC. 7. GIANT SEQUOIA REFORESTATION AND REHABILITA-**
15 **TION STRATEGY.**

16 (a) REFORESTATION AND REHABILITATION STRAT-
17 EGY.—

18 (1) IN GENERAL.—In accordance with the
19 timeline and agreement established in section
20 3(a)(3), the Secretary and the Secretary of Agri-
21 culture, in consultation with the other parties to
22 such agreement, shall jointly develop and implement
23 a strategy, to be known as the “Giant Sequoia Re-
24 forestation and Rehabilitation Strategy”, to enhance

1 the reforestation and rehabilitation of giant sequoia
2 groves that—

3 (A) identifies giant sequoia groves in need
4 of natural or artificial regeneration, giving
5 highest priority to groves identified under sec-
6 tion 5(a)(1)(A)(i);

7 (B) creates a priority list of reforestation
8 and rehabilitation activities;

9 (C) identifies and addresses—

10 (i) barriers to reforestation or reha-
11 bilitation including—

12 (I) regulatory barriers;

13 (II) seedling shortages or related
14 nursery infrastructure capacity con-
15 straints;

16 (III) labor and workforce short-
17 ages;

18 (IV) technology and science gaps;

19 and

20 (V) site preparation challenges;

21 (ii) potential public-private partner-
22 ship opportunities to complete high-priority
23 reforestation or rehabilitation projects;

24 (iii) a timeline for addressing the
25 backlog of reforestation for giant sequoias

1 in the 10-year period after the agreement
2 is entered into under section 3; and

3 (iv) strategies to ensure genetic diver-
4 sity across giant sequoia groves; and

5 (D) includes program and policy rec-
6 ommendations needed to improve the efficiency
7 or effectiveness of the Strategy.

8 (2) ASSESSMENT.—The Secretary may incor-
9 porate the Strategy into the Assessment under sec-
10 tion 5.

11 (b) PRIORITY REFORESTATION PROJECTS AMEND-
12 MENT.—Section 3(e)(4)(C)(ii)(I) of the Forest and
13 Rangeland Renewable Resources Planning Act of 1974
14 (16 U.S.C. 1601(e)(4)(C)(ii)(I)) is amended—

15 (1) in item (bb), by striking “and”;

16 (2) in item (cc), by striking the period and in-
17 serting “; and”; and

18 (3) by adding at the end the following:

19 “(dd) shall include reforest-
20 ation and rehabilitation activities
21 conducted under section 9 of the
22 Save Our Sequoias Act.”.

1 **SEC. 8. GIANT SEQUOIA STRIKE TEAMS.**

2 (a) ESTABLISHMENT.—Each Secretary concerned
3 shall establish a Giant Sequoia Strike Team to assist the
4 Secretary concerned with the implementation of—

5 (1) primarily, section 6; and

6 (2) secondarily, section 9.

7 (b) DUTIES.—Each Strike Team shall—

8 (1) assist the Secretary concerned with any re-
9 views, including analysis under the National Envi-
10 ronmental Policy Act of 1969 (42 U.S.C. 4321 et
11 seq.), consultations under division A of subtitle III
12 of title 54, United States Code, and consultations
13 under the Endangered Species Act of 1973 (16
14 U.S.C. 1531 et seq.);

15 (2) implement any necessary site preparation
16 work in advance of or as part of a Protection
17 Project or reforestation or rehabilitation activity;

18 (3) implement Protection Projects under section
19 6; and

20 (4) implement reforestation or rehabilitation ac-
21 tivities under section 9.

22 (c) MEMBERS.—The Secretary concerned may ap-
23 point not more than 10 individuals each to serve on a
24 Strike Team comprised of—

25 (1) employees of the Department of the Inte-
26 rior;

1 (2) employees of the Forest Service;

2 (3) private contractors from any nonprofit orga-
3 nization, State government, Tribal government, local
4 government, academic institution, or private organi-
5 zation; and

6 (4) volunteers from any nonprofit organization,
7 State government, Tribal government, local govern-
8 ment, academic institution, or private organization.

9 **SEC. 9. GIANT SEQUOIA COLLABORATIVE RESTORATION**
10 **GRANTS.**

11 (a) **IN GENERAL.**—The Secretary, in consultation
12 with the other parties to the agreement under section 3,
13 shall establish a program to award grants to eligible enti-
14 ties to advance, facilitate, or improve giant sequoia health
15 and resiliency.

16 (b) **ELIGIBLE ENTITY.**—The Secretary may award
17 grants under this section to any nonprofit organization,
18 Tribal government, local government, academic institu-
19 tion, or private organization to help advance, facilitate, or
20 improve giant sequoia health and resiliency.

21 (c) **PRIORITY.**—In awarding grants under this sec-
22 tion, the Secretary shall give priority to eligible entities
23 that—

24 (1) primarily, are likely to have the greatest im-
25 pact on giant sequoia health and resiliency; and

1 (2) secondarily—

2 (A) are small businesses or Tribal entities,
3 particularly in rural areas; and

4 (B) create or support jobs, particularly in
5 rural areas.

6 (d) USE OF GRANT FUNDS.—Funds from grants
7 awarded under this section shall be used to—

8 (1) create, expand, or develop markets for haz-
9 ardous fuels removed under section 6;

10 (2) facilitate hazardous fuel removal under sec-
11 tion 6, including by reducing the cost of trans-
12 porting hazardous fuels removed as part of a Protec-
13 tion Project;

14 (3) expand, enhance, develop, or create perma-
15 nent or temporary facilities or land that can store or
16 process hazardous fuels removed under section 6;
17 and

18 (4) establish, develop, expand, enhance, or im-
19 prove nursery capacity or infrastructure necessary to
20 facilitate the Strategy established under section 9.

21 **SEC. 10. GOOD NEIGHBOR AUTHORITY FOR GIANT SE-**
22 **QUOIAS.**

23 Section 8206 of the Agricultural Act of 2014 (16
24 U.S.C. 2113a) is amended—

25 (1) in subsection (a)—

- 1 (A) in paragraph (4)(A)—
- 2 (i) in clause (ii), by striking “and” at
- 3 the end;
- 4 (ii) by redesignating clause (iii) as
- 5 clause (iv);
- 6 (iii) by inserting after clause (ii) the
- 7 following:
- 8 “(iii) activities conducted under sec-
- 9 tion 6 of the Save Our Sequoias Act;”;
- 10 (iv) in clause (iv), as so redesignated,
- 11 by striking the period at the end and in-
- 12 serting “; or”; and
- 13 (v) by adding at the end the following:
- 14 “(v) any combination of activities
- 15 specified in clauses (i) through (iv).”; and
- 16 (B) in paragraph (10)(B) by striking
- 17 “land.” and inserting “land, Kings Canyon Na-
- 18 tional Park, Sequoia National Park, and Yo-
- 19 semite National Park.”; and
- 20 (2) in subsection (b)(2), by striking subpara-
- 21 graph (C) and inserting the following:
- 22 “(C) TREATMENT OF REVENUE.—Funds
- 23 received from the sale of timber by a Governor
- 24 or county under a good neighbor agreement

1 shall be retained and used by the Governor or
2 county—

3 “(i) to carry out authorized restora-
4 tion services under such good neighbor
5 agreement; and

6 “(ii) if there are funds remaining
7 after carrying out the services under clause
8 (i), to carry out authorized restoration
9 services under other good neighbor agree-
10 ments.”.

11 **SEC. 11. STEWARDSHIP CONTRACTING FOR GIANT SE-**
12 **QUOIAS.**

13 (a) NATIONAL PARK SERVICE.—Section 604(a) of
14 the Healthy Forests Restoration Act of 2003 (16 U.S.C.
15 6591c(a)) is amended—

16 (1) by striking paragraph (2) and inserting the
17 following:

18 “(2) DIRECTOR.—The term ‘Director’ means
19 the Director of the Bureau of Land Management
20 with respect to Bureau of Land Management land
21 and the Director of the National Park Service with
22 respect to land within Kings Canyon National Park,
23 Sequoia National Park, and Yosemite National
24 Park.”; and

25 (2) by adding at the end the following:

1 “(3) PUBLIC LANDS.—The term ‘public lands’
2 means—

3 “(A) Bureau of Land Management land;
4 and

5 “(B) land within Kings Canyon National
6 Park, Sequoia National Park, and Yosemite
7 National Park.”.

8 (b) GIANT SEQUOIA STEWARDSHIP CONTRACTS.—
9 Section 604(c) of the Healthy Forests Restoration Act of
10 2003 (16 U.S.C. 6591c(c)) is amended by adding at the
11 end the following:

12 “(8) Promoting the health and resiliency of
13 giant sequoias.”.

14 **SEC. 12. GIANT SEQUOIA EMERGENCY PROTECTION PRO-**
15 **GRAM AND FUND.**

16 (a) IN GENERAL.—Subchapter II of chapter 1011 of
17 title 54, United States Code, is amended by adding at the
18 end the following:

19 **“§ 101123. Giant Sequoia Emergency Protection Pro-**
20 **gram and Fund**

21 “(a) GIANT SEQUOIA EMERGENCY PROTECTION
22 PROGRAM.—The National Park Foundation, in coordina-
23 tion with the National Forest Foundation, shall design
24 and implement a comprehensive program to assist and
25 promote philanthropic programs of support that benefit—

1 “(1) primarily, the management and conserva-
2 tion of giant sequoias on Service land and covered
3 National Forest System lands to promote resiliency
4 to wildfires, insects, and drought; and

5 “(2) secondarily, the reforestation of giant se-
6 quoias on Service land and covered National Forest
7 System lands impacted by wildfire.

8 “(b) GIANT SEQUOIA EMERGENCY PROTECTION
9 FUND.—The National Park Foundation, in coordination
10 with the National Forest Foundation, shall establish a
11 joint special account, to be known as the ‘Giant Sequoia
12 Emergency Protection Fund’ (referred to as ‘the Fund’
13 in this section), to be administered in support of the pro-
14 gram established under subsection (a).

15 “(c) FUNDS FOR GIANT SEQUOIA EMERGENCY PRO-
16 TECTION.—The following shall apply to the Fund:

17 “(1) The Fund shall consist of any gifts, de-
18 vises, or bequests that are provided to the National
19 Park Foundation or National Forest Foundation for
20 such purpose.

21 “(2) The National Park Foundation and Na-
22 tional Forest Foundation shall deposit any funds re-
23 ceived for the Fund in a federally insured interest-
24 bearing account or may invest funds in appropriate
25 security obligations, as mutually agreed upon.

1 “(3) Any accrued interest or dividends earned
2 on funds received for the Fund shall be added to the
3 principal and form a part of the Fund.

4 “(d) USE OF FUNDS.—Funds shall be available to
5 the National Park Foundation and National Forest Foun-
6 dation without further appropriation for projects and ac-
7 tivities approved by the Chief of the Forest Service or the
8 Director, as appropriate, or their designees, to—

9 “(1) primarily, support the management and
10 conservation of giant sequoias on Service land and
11 covered National Forest System lands to promote re-
12 siliency to wildfires, insects, and drought; and

13 “(2) secondarily, support the reforestation of
14 giant sequoias on Service land and covered National
15 Forest System lands impacted by wildfire.

16 “(e) SUMMARY.—Beginning 1 year after the date of
17 enactment of this section, the National Park Foundation
18 and National Forest Foundation shall include with their
19 annual reports a summary of the status of the program
20 and Fund created under this section that includes—

21 “(1) a statement of the amounts deposited in
22 the Fund during the fiscal year;

23 “(2) the amount of the balance remaining in
24 the Fund at the end of the fiscal year; and

1 “(3) a description of the program and projects
2 funded during the fiscal year.

3 “(f) COVERED NATIONAL FOREST SYSTEM LANDS
4 DEFINED.—In this section, the term ‘covered National
5 Forest System lands’ has the meaning given such term
6 in section 2 of the Save our Sequoias Act”..”.

7 (b) CONFORMING AMENDMENT.—The table of sec-
8 tions for subchapter II of chapter 1011 of title 54, United
9 States Code, is amended by adding at the end the fol-
10 lowing:

“101123. Giant Sequoia Emergency Protection Program and Fund.”.

11 **SEC. 13. AUTHORIZATION OF APPROPRIATIONS.**

12 (a) IN GENERAL.—There are authorized to be appro-
13 priated to carry out this Act and the amendments made
14 by this Act—

15 (1) for fiscal year 2024, \$10,000,000;

16 (2) for fiscal year 2025, \$25,000,000;

17 (3) for each of fiscal years 2026 through 2028,
18 \$30,000,000; and

19 (4) for each of fiscal years 2029 through 2033,
20 \$40,000,000.

21 (b) LIMITATION.—Of the amounts authorized under
22 subsection (a), not less than 90 percent of funds shall be
23 used to carry out sections 6 and 9 and the amendments
24 made by those sections.

