

RESOLUTION NO. 2025- 9054

A RESOLUTION OF THE PLUMAS COUNTY BOARD OF SUPERVISORS AND SIERRA COUNTY BOARD OF SUPERVISORS AUTHORIZING THE PLUMAS COUNTY AGRICULTURAL COMMISSIONER TO CONTRACT WITH UNITED STATES DEPARTMENT OF AGRICULTURE, ANIMAL AND PLANT HEALTH INSPECTION SERVICE, WILDLIFE SERVICE-WILDLIFE SERVICES (APHIS-WS) TO MAINTAIN AN INTEGRATED WILDLIFE DAMAGE MANAGEMENT PROGRAM (IWDM) AND TO DESIGNATE THE AGRICULTURAL COMMISSIONER AS THE AUTHORIZED REPRESENTATIVE

WHEREAS, Plumas County and Sierra County desire to contract with APHIS-WS for an IWDM pursuant to the APHIS-WS Work and Financial Plan (Attached as Exhibit A); and,

WHEREAS, Plumas County and Sierra County acknowledge that the objective of the program is to provide professional wildlife damage management assistance to reduce or manage damage caused by predatory animals and other nuisance wildlife causing damage to protect property and human health and safety; and,

WHEREAS, Plumas County and Sierra County acknowledge and reference the Resolution adopting certain findings concerning impacts and mitigation measures, in accordance with the California Environmental Quality Act adopted and approved by the Plumas County Board of Supervisors on June 17, 2025, which makes findings that comply with the requirements of the Settlement Agreement signed between Feather River Action! and Project Coyote and the County of Plumas and Plumas -Sierra Department of Agriculture on July 5, 2022 (Attached as Exhibit B); and,

WHEREAS, Plumas County and Sierra County acknowledge and reference that these Services will be provided to both Plumas County and Sierra County, the Counties agree to a division of costs for the operational expenses by payment of 80% for Plumas County and 20% for Sierra County in accordance with the MOU relating to the Office of Agricultural commissioner approved and adopted on July 7, 2025; and,

WHEREAS, Plumas County and Sierra County acknowledge that the Services Agreement requires an authorized representative who will be responsible for executing any documents and collaboratively administering any activities.

NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors of the County of Plumas, State of California:

1. Authorizes the Agricultural Commissioner to accept and bind the County to any and all agreements and amendments relating to the WS Agreement Number 25-7306-0275-RA to a maximum amount of \$97,464.40.00 (Ninety-Seven Thousand, Four Hundred Dollars and zero cents) for the life of the agreement which terminates on June 30, 2026.
2. Designates the Agricultural Commissioner as the authorized representative who shall be collaboratively administering the activities conducted in this agreement pursuant to the

Cooperative Service Agreement (Attached as Exhibit C) and the USDA APHIS Work and Financial Plan (Attached as Exhibit A)

I hereby certify the foregoing resolution was introduced and read at the regular meeting of the County Board of Supervisors of the County of Plumas on the 19th day of August, 2025, and the resolution was duly adopted at said meeting by the following vote:

AYES: Supervisors: Ceresola, Goss, Hall, Engel, McGowan

NOES:

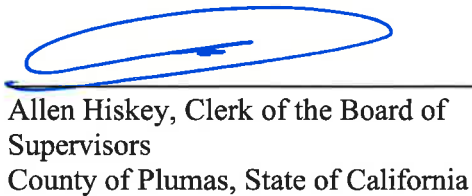
ABSENT:

ABSTAIN:


Kevin Goss, Chair
Plumas County Board of Supervisors

Chair, Sierra County Board of Supervisors

ATTEST:


Allen Hiskey, Clerk of the Board of
Supervisors
County of Plumas, State of California

ATTEST:

Clerk of the Board of Supervisors
County of Sierra, State of California

Approved as to form:


Joshua Breehtel, Attorney
County Counsel's Office

COST ESTIMATE FOR SERVICES:

Salary, including possible overtime, benefits, vehicle, supplies, and material costs are charged at actual cost. The distribution of the budget for this work plan may vary as necessary to accomplish the purpose of this Agreement. See Appendix A for a description of supplies and services.

Cost Element	Cost to Cooperator	Cost Share (Paid by Federal and State)	Full Cost
Personnel Compensation	\$54,708.81	\$30,377.19	\$85,086.00
Travel	\$500	0	\$500
Vehicles	\$14,031.61	\$1,624.45	\$15,656.06
Other Services	\$4,412.67	\$487.33	\$4,900.00
Supplies and Materials	\$1,500	0	\$1,500
Equipment	\$1,500	0	\$1,500

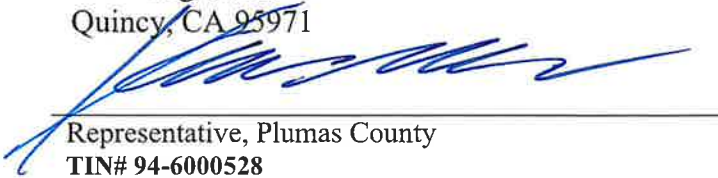
Subtotal (Direct Charges)	\$76,653.09	\$32,488.97	\$109,142.06
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Pooled Job Costs	11.00%	\$8,431.84		\$8,431.84
Indirect Costs	16.15%	\$12,379.47		\$12,379.47
Agreement Total		\$97,464.40	\$32,488.97	\$129,953.37

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement but may not exceed: \$97,464.40.

AUTHORIZATION:

PLUMAS AND SIERRA COUNTY
 208 Fairgrounds Rd
 Quincy, CA 95971


 Representative, Plumas County
 TIN# 94-6000528

August 19, 2025
 Date

UNITED STATES DEPARTMENT OF AGRICULTURE
 ANIMAL AND PLANT HEALTH INSPECTION SERVICE
 WILDLIFE SERVICES

 Jeffrey B. Flores, State Director, California

 Date

 Wendy Anderson, Director, Western Region

 Date

Appendix A: Schedule of Supplies / Services

WS Description of WS Supplies and Services for Plumas and Sierra County – 07/01/25 – 6/30/26.

Salaries:

Salary hours associated with this project include, but are not limited to, providing technical assistance, field work, equipment maintenance, vehicle maintenance, boat maintenance, mandatory training, annual leave, sick leave, awards, travel to and from official duty station, data entry, data analysis, project coordination, administrative support, health and retirement benefits, taxes, etc. These salaries provide the Wildlife Services Specialists that help meet the goals and fulfill the duties outlined in the AWP. Examples of this work include, but are not limited to, smolt protection from avian predators through harassment, providing facility and project protection from pigeons and marmot damage through a lethal removal program.

Vehicles Operating Costs:

The vehicle provides transportation of personnel and equipment assigned to the project. A flat rate is charged per vehicle used, per pay period that cooperatively funds vehicle operating costs. Vehicle operating costs include but are not limited to repair and maintenance, fuel consumption, oil changes, tire replacement, tire changes seasonally, and eventual vehicle replacement and depreciation costs resulting from wear and tear.

Supplies:

The supply charge is based on the quantity of supplies anticipated to be used for an operating project during the work period. Costs include, but are not limited to pyrotechnics, pyrotechnic launchers, traps and trap materials, office supplies, binoculars, ammunition, firearm maintenance cost, uniform allowance, computer accessories for data entry, euthanasia equipment, wildlife capture, restraint and handling devices, spotlights, and similar supplies and equipment.

Training / Travel

A flat rate is budgeted per project for costs associated with training for all specialists for that project. Costs include, but may not be limited to, the cost of on-line training, reimbursement of travel costs, per diem, lodging, training facilities rentals, instructor fees and training materials for seasonal and full-time employees related to individual operating projects.

Pooled Job Costs:

Pooled Job Costs (11% of subtotal) covers costs that may not be directly associated with one particular project and are distributed across all identifiable projects to which the costs pertain. Costs may include supervision not directly charged, employee retirement, severance, sick leave, self-insurance, OWCP costs, and vehicle, boat, and camp trailer repair and replacement.

Administrative Costs:

Administrative costs (16.15 % of subtotal) cover administrative infrastructure in the U.S. Department of Agriculture APHIS-WS.

SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF CLAIMS

This Settlement Agreement and Mutual Release of Claims (“Agreement”) is entered into between Petitioners, Feather River Action! and Project Coyote, a project of the Earth Island Institute, a California non-profit organization (collectively, “Petitioners”); and Respondents, County of Plumas and Plumas-Sierra Department of Agriculture (collectively, “Respondents”); and Real Party in Interest County of Sierra (“Real Party”), regarding *Feather River Action! et al. v. Count of Plumas et al.*, Plumas County Superior Court Case CV22-00037 (the “Legal Action”). Collectively, Petitioners, Respondents, and Real Party are “Parties” to this Agreement and each is, individually, a “Party” to this Agreement. This Agreement shall be deemed to have been entered into on the date the last signature is affixed to this document. (“Effective Date”).

RECITALS

A. In April 2018, the Plumas-Sierra Department of Agriculture entered into a Cooperative Services Agreement (“CSA”) with the United States Department of Agriculture, Animal and Plant Health Inspection Services, Wildlife Services (“Wildlife Services”). Under the CSA, Wildlife Services administers the Integrated Wildlife Damage Management (“IWDM”) Program, through which it provides certain services to private property owners within the territories of Plumas and Sierra Counties concerning animal species. Each fiscal year during the five-year term of the CSA, the Respondents must approve a Work Plan prepared by the Wildlife Services, which funds the services provided during the fiscal year (“Work Plan”). The current term of the CSA will expire on June 30, 2023. Respondents did not conduct any review under the California Environmental Quality Act (“CEQA”) prior to approving the CSA in 2018 and have not conducted such review for any Work Plan approved for any fiscal year under the current CSA.

B. The Petitioners commenced the Legal Action on March 3, 2022. In general, the Legal Action alleges the Plumas County Board of Supervisors’ decision at a regular meeting on September 21, 2021, to fund the Work Plan for the current fiscal year violated CEQA. The Petitioners contend the approval of the current fiscal year’s Work Plan was a project under CEQA that would have environmental impacts requiring a proper CEQA analysis.

C. As an administrative record for the Legal Action has not been lodged and certified as of the Effective Date, the Respondents and Real Party have not filed any responsive pleading per Code of Civil Procedure section 1089.5. As such, as of the date of this Agreement, the Respondents and Real Party have not had an opportunity to assert any denials or allege any affirmative defenses.

D. Without making any admissions, the Parties through this Agreement seek to resolve the Legal Action in a manner that allows them to forego the expenses, burdens, and time commitment of a trial and any further proceedings in the Legal Action.

AGREEMENT

1. The Parties incorporate the above-stated Recitals as material terms of this Agreement.

2. In consideration for settlement of the Legal Action, the Respondents agree to take the following actions concerning the IWDN Program:

A. At its next regularly scheduled public meeting following the Effective Date, for which all public notice requirements can be met, the Plumas County Board of Supervisors shall consider and adopt a written resolution suspending the IWDN Program (including without limitation funding, implementation, and/or execution) pursuant to the CSA ("Suspension Resolution"). The date of adoption of this resolution shall be referred to within as the "Suspension Date."

B. Upon approval of the Suspension Resolution, the Respondents shall not take any action to resume, reinstitute, reinstate, or recommence the IWDN Program unless and until they complete a full and proper analysis of the Program, and all its environmental impacts, under CEQA, and comply with all CEQA's procedural and public notice and comment procedures.

C. During the suspension of the IWDN Program, the Respondents shall not authorize or fund operations within the scope of the IWDN Program by Respondents' employees or agents, Wildlife Services, or any other organization, entity or individual within Plumas or Sierra Counties. The Respondents specifically agree that no funds allocated in the current fiscal year Work Plan shall be used for wildlife management activities after the execution of this Agreement and that the Respondents will seek a refund of any funds pre-paid to Wildlife Services under the current Work Plan for work performed after the execution of this Agreement.

D. Nothing in this Agreement shall be deemed to waive any discretionary power the Respondents by law possess. However, should Respondents fail to adopt the Suspension Resolution, as provided in Paragraph A of this Section, then this Agreement shall thereupon be deemed void, and of no further effect, and the Parties shall be restored to the litigation position they were in immediately before the Effective Date, and the Legal Action shall proceed accordingly.

E. Within 30 days of the approval of the Suspension Resolution, and not less than quarterly thereafter until a final CEQA environmental document is presented to the Plumas County Board of Supervisors, the Respondents shall provide written reports to Petitioners providing updates on the status of the Respondents' CEQA process concerning the IWDN Program, including the Respondents' participation in any programmatic environmental review in association with any federal or state agencies or any other counties or local agencies. In addition to any legal notices required by CEQA or applicable law, Respondents shall ensure that the Petitioners are timely provided notice of any issuance of any notice of preparation, publication of any draft environmental document, preparation of any responses

to comments, publication of any final environmental document, and any set of written findings to be adopted by any hearing body or legislative body. Respondents shall also provide an employee or staff member to serve as a point-of-contact to answer any questions Petitioners may have about the foregoing.

3. Nothing in this Agreement, or through the Petitioners' participation in any CEQA process provided in accordance with Section 2, or otherwise, shall affect the Petitioners' rights to ultimately challenge any environmental document the Respondents approve, including Petitioners' right to seek a temporary restraining order or other injunctive relief to prohibit resumption of the IWDM Program in Plumas and Sierra Counties.

4. Within 30 days of the Suspension Date, the Respondents shall pay the sum of \$45,000.00 to the Petitioners for their attorney fees and costs in the Legal Action. The Respondents shall make such payment payable to Greenfire Law, PC IOLTA and shall deliver such payment to Greenfire Law, PC, c/o Jessica Blome, P.O. Box 8055, Berkeley, CA 94707.

5. Within 10 court days of receipt of the payment required by the preceding paragraph, Petitioners shall file a notice of dismissal of the Legal Action and promptly serve the endorsed notice of dismissal on the Respondents and Real Party following receipt from the Court.

6. Upon the dismissal of the Legal Action, and subject to the reservation of the Petitioners' rights stated in Section 3 of this Agreement, each Party and his/her/its heirs, executors, administrators, predecessors, successors in interest, affiliates, partners, assigns, agents, officers and directors hereby forever generally, completely and mutually release and discharge the other Parties, including, but not limited to, their heirs, executors, administrators, trustees, settlors, beneficiaries, issue, directors, officers, shareholders, agents, predecessors, assigns, employees and attorneys, from any and all demands, debts, duties, and obligations related to the portion(s) of the litigation related to any claim that is fully paid.

7. This Agreement pertains to the Legal Action and is the result of compromise. No Party admits any fault or liability with respect to the claims alleged in the Legal Action, and this Agreement does not constitute, and will not in any circumstance be deemed to constitute, an admission of fault or liability by any Party.

8. It is the intention of the Parties that this Agreement shall be effective as a full and final accord and satisfaction, and as a bar to all actions, causes of action, and obligations, costs, expenses, attorneys' fees, damages, losses, claims, liabilities, and demands of whatsoever nature, character, or kind, known or unknown, suspected or unsuspected, which could have been brought as part of the Legal Actions, with the exception of the Parties' rights and obligations under this Agreement. All of the Parties hereto acknowledge that they are familiar with Section 1542 of the California Civil Code and expressly waive the benefits thereof. Section 1542 reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

9. The Parties acknowledge they have received the advice of counsel regarding the advisability of all releases provided for within, including the waiver of California Civil Code section 1542. The Parties are aware that, following execution of this Agreement, they may discover claims or facts in addition to or different from those they now know or believe to be true in relation to the Legal Actions. Nonetheless, it is their intention to fully and finally settle and release all claims they have or may have against each other, except as reserved herein.

10. The Parties acknowledge they have read this Agreement, have had the opportunity to have the Agreement explained to them by counsel of their choice, are aware of its content and legal effect, and are signing this Agreement freely and voluntarily.

11. This Agreement shall be effective upon its full execution. Each of the undersigned represents that he/she has the authority to bind the Party on whose behalf he/she has executed this Agreement. The Agreement may be executed in counterparts and in duplicate originals. If so executed, then upon proof of execution of at least one copy, the Agreement shall be effective from the date of the last signature. If executed in duplicate, each duplicate copy shall be valid as an original copy.

12. The Parties intend this Agreement to be enforceable pursuant to California Code of Civil Procedure section 664.6.

13. Should any action, motion, or other legal proceeding be brought to enforce or interpret the terms of this Agreement, the prevailing party in any such proceeding shall be entitled to recover reasonable attorneys' fees and costs incurred in prosecuting such efforts.

14. This Agreement has been jointly negotiated and drafted. The language of this Agreement shall be construed as a whole according to its fair meaning, and not strictly for or against any Party.

15. This Agreement constitutes the entire agreement between the Parties. No modification of this Agreement shall be valid unless in writing and signed by the Parties. The Parties shall not be bound by any representation, warranty, promise, or statement unless it is specifically set forth in this Agreement.

16. This Agreement shall be deemed to have been entered into and shall be construed and enforced in accordance with the laws of the State of California. Should any term of this Agreement be deemed unlawful, that provision shall be severed, or construed in accordance with applicable law as nearly as possible to reflect the Parties' mutual original intent, and all remaining terms shall continue to be valid and fully enforceable. Furthermore, the place of performance shall be the County of Plumas of California, in the event of litigation.

17. This Agreement shall bind the heirs, personal representatives, successors, and assigns of the Parties, and inure to the benefit of each Party, its successors and assigns.

18. The Parties agree to execute and deliver any other instrument or document convenient or necessary to carry out the terms of this Agreement.

19. Failure of any of the Parties to insist upon the strict observance of, or compliance with, all of the terms of this Agreement in one or more instances, shall not be deemed to be a waiver of any of the Parties' right to insist upon such observance or compliance with the other terms of this Agreement.

SO AGREED.

FEATHER RIVER ACTION!

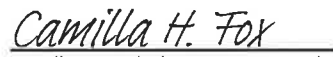

Josh Hart (Jul 5, 2022 16:45 PDT)

By: Josh Hart

Jul 5, 2022

Dated

PROJECT COYOTE, a project of the EARTH ISLAND INSTITUTE, a California non-profit organization


Camilla H. Fox (Jul 5, 2022 14:14 PDT)

By: Camilla Fox

Jul 5, 2022

Dated

EARTH ISLAND INSTITUTE, a California non-profit organization



By: David Phillips

Jul 5, 2022

Dated

COUNTY OF PLUMAS

By: Kevin Goss
Its: Chair, Board of Supervisors

Dated

COUNTY OF SIERRA


Paul Roen (Jul 6, 2022 18:07 PDT)

By: Paul Roen
Its: Chair, Board of Supervisors

Jul 6, 2022

Dated

Approved as to Form.

Jessica Blome

By: Jessica L. Blome
Attorney for Petitioners
Feather River Action!, Project Coyote,
and Earth Island Institute

July 5, 2022

Dated

Donald L. Lipmanson

By: Donald L Lipmanson
Attorney for Petitioners,
Project Coyote and Earth Island
Institute

July 5, 2022

Dated

By: Derek P. Cole
Attorney for Respondents and Real Party
in Interest

Dated

2022-07-05 FINAL Settlement Agreement (Feather River Action, et al. v. Plumas County, JB, DL

Final Audit Report

2022-07-05

Created:	2022-07-05
By:	Sumona Majumdar (sumona@earthisland.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAkk7W_BW4qgN4hd-1kdPeUBQalf5uM0Rq

"2022-07-05 FINAL Settlement Agreement (Feather River Action , et al. v. Plumas County, JB, DL" History

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-  Document emailed to cfox@projectcoyote.org for signature
2022-07-05 - 9:11:11 PM GMT
-  Email viewed by cfox@projectcoyote.org
2022-07-05 - 9:13:37 PM GMT- IP address: 98.37.17.235
-  Document e-signed by Camilla H. Fox (cfox@projectcoyote.org)
Signature Date: 2022-07-05 - 9:14:11 PM GMT - Time Source: server- IP address: 98.37.17.235
-  Document emailed to David Phillips (davep@earthisland.org) for signature
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 Document e-signed by Josh Hart (joshuahart@baymoon.com)

Signature Date: 2022-07-05 - 11:40:24 PM GMT - Time Source: server- IP address: 104.232.82.77

 Agreement completed.

2022-07-05 - 11:40:24 PM GMT



Adobe Acrobat Sign






Plumas Sierra Settlement Agreement as of 060622 (00086625)

Final Audit Report

2022-07-06

Created:	2022-07-06
By:	Heather Foster (hfoster@sierracounty.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAABK4AJtZhHtOjRg94VMYzQenQHpkdX_bT

"Plumas Sierra Settlement Agreement as of 060622 (00086625)" History

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-  Document e-signed by Paul Roen (supervisor3@sierracounty.ca.gov)
Signature Date: 2022-07-06 - 11:07:04 PM GMT - Time Source: server- IP address: 174.208.108.95
-  Agreement completed.
2022-07-06 - 11:07:04 PM GMT



COOPERATIVE SERVICE AGREEMENT
between
PLUMAS AND SIERRA COUNTY (COOPERATOR)
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1 – PURPOSE

The purpose of this agreement is to maintain an USDA-APHIS-WS Integrated Wildlife Damage Management (IWDM) program in Plumas and Sierra County. USDA-APHIS-WS will assist business/property owners, private citizens, and governmental agencies in protecting human resources, which include, but are not limited to, residents, property, livestock, crops, and natural resources from damage caused by predators, wild and feral animals, and other nuisance wildlife.

ARTICLE 2 – AUTHORITY

APHIS-WS has statutory authority under the Acts of March 2, 1931, 46 Stat. 1468-69, 7 U.S.C. §§ 8351-8352, as amended, and December 22, 1987, Public Law No. 100-202, § 101(k), 101 Stat. 1329-331, 7 U.S.C. § 8353, to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3 - MUTUAL RESPONSIBILITIES

The cooperating parties mutually understand and agree to/that:

1. APHIS-WS shall perform services set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this agreement, to amend, modify, add or delete services from the Work Plan.
2. The Cooperator certifies that APHIS-WS has advised the Cooperator there may be private sector service providers available to provide wildlife damage management (WDM) services that the Cooperator is seeking from APHIS-WS.
3. All equipment with a purchase price of \$5,000 or more per unit, purchased directly with funds from the cooperator for use on this project shall be subject to disposal according to APHIS policy, and shall be specifically listed in the attached work plan and financial plan. Property title/disposal shall be determined when this project (including all continuations

and revisions of this agreement) terminates, or when the equipment is otherwise directed to other projects, whichever comes first. If the equipment is sold prior to the project end, the proceeds should be allocated according to APHIS policy. Continuations and revisions to this agreement shall list any equipment with a purchase price of \$5,000 or more per unit, carried over from a purchase directly with funds from the cooperator for use on this project. All other equipment purchased for the program is and will remain the property of APHIS-WS.

4. The cooperating parties agree to coordinate with each other before responding to media requests on work associated with this project.

ARTICLE 4 - COOPERATOR RESPONSIBILITIES

Cooperator agrees:

1. To designate the following as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement;

Willo Vieira
208 Fairgrounds Rd
Quincy, CA 95971
(530) 283-6365
willovieira@countyofplumas.com

2. To authorize APHIS-WS to conduct direct control activities as defined in the Work Plan. APHIS-WS will be considered an invitee on the lands controlled by the Cooperator. Cooperator will be required to exercise reasonable care to warn APHIS-WS as to dangerous conditions or activities in the project areas.
3. To reimburse APHIS-WS for costs, not to exceed the annually approved amount specified in the Financial Plan. If costs are projected to exceed the amount reflected in the Financial Plan, the agreement with amended Work Plan and Financial Plan shall be formally revised and signed by both parties before services resulting in additional costs are performed. The Cooperator agrees to pay all costs of services submitted via an invoice from APHIS-WS within 30 days of the date of the submitted invoice(s). Late payments are subject to interest, penalties, and administrative charges and costs as set forth under the Debt Collection Improvement Act of 1996.
4. To provide a Tax Identification Number or Social Security Number in compliance with the Debt Collection Improvement Act of 1996.
5. As a condition of this agreement, the Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.

6. To notify APHIS-WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.
7. The Cooperator acknowledges that APHIS-WS shall be responsible for administration of APHIS-WS activities and supervision of APHIS-WS personnel.
8. The Cooperator will not be connected to the USDA APHIS computer network(s).

ARTICLE 5 – APHIS-WS RESPONSIBILITIES

APHIS-WS Agrees:

1. To designate the following as the APHIS-WS authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement.

Jeffrey Flores
10365 Old Placerville Rd
Sacramento, CA 95827
(916) 979-2675
Jeffrey.b.flores@usda.gov

2. To conduct activities at sites designated by Cooperator as described in the Work and Financial Plans. APHIS-WS will provide qualified personnel and other resources necessary to implement the approved WDM activities delineated in the Work Plan and Financial Plan of this agreement.
3. That the performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.
4. To invoice Cooperator quarterly for actual costs incurred by APHIS-WS during the performance of services agreed upon and specified in the Work Plan. Authorized auditing representatives of the Cooperator shall be accorded reasonable opportunity to inspect the accounts and records of APHIS-WS pertaining to such claims for reimbursement to the extent permitted by Federal law and regulations.

ARTICLE 6 – CONTINGENCY STATEMENT

This agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS-WS upon failure of Congress to so appropriate. This agreement may also be reduced or terminated if Congress only provides APHIS-WS funds for a finite period under a Continuing Resolution.

ARTICLE 7 – NON-EXCLUSIVE SERVICE CLAUSE

Nothing in this agreement shall prevent APHIS-WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.

ARTICLE 8 – CONGRESSIONAL RESTRICTIONS

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this agreement or to any benefit to arise therefrom.

ARTICLE 9 – LAWS AND REGULATIONS

This agreement is not a procurement contract (31 U.S.C. 6303), nor is it considered a grant (31 U.S.C. 6304). In this agreement, APHIS-WS provides goods or services on a cost recovery basis to nonfederal recipients, in accordance with all applicable laws, regulations and policies.

ARTICLE 10 – LIABILITY

APHIS-WS assumes no liability for any actions or activities conducted under this agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 11 – NON-DISCRIMINATION CLAUSE

The United States Department of Agriculture prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. Not all prohibited bases apply to all programs.

ARTICLE 12 - DURATION, REVISIONS, EXTENSIONS, AND TERMINATIONS

This agreement shall become effective on 1 July 2025 and shall continue through 30 June 2030, not to exceed five years. This Cooperative Service Agreement may be amended by mutual agreement of the parties in writing. The Cooperator must submit a written request to extend the end date at least 10 days prior to expiration of the agreement. Also, this agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 60 days prior to effecting such action. Further, in the event the Cooperator does not provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a Taxpayer Identification Number for individuals or businesses conducting business with the agency.

Cooperator's Tax ID No.: 94-6000528

APHIS-WS's Tax ID: 41-0696271

Cooperator:



Plumas County Representative / Title

Date

August 19, 2025

Sierra County Representative / Title

Date

**Plumas and Sierra County
208 Fairgrounds Rd
Quincy, CA 95971**

**UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES**

Jeffrey Flores, State Director
USDA, APHIS, WS
10365 Old Placerville Rd
Sacramento, CA 95827

Date

Wendy Anderson, Western Regional Director
USDA, APHIS, WS
2150 Centre Ave Building B Mailstop 3W9
Fort Collins, CO 80526

Date

**USDA APHIS WILDLIFE SERVICES
WORK AND FINANCIAL PLAN**

COOPERATOR:	PLUMAS & SIERRA COUNTY (Cooperator)
COOPERATIVE AGREEMENT NO.:	25-7306-0275-RA
ACCOUNT WBS:	AP.RA.RX06.73.0191
AGREEMENT DATES:	July 1, 2025 – June 30, 2026
AGREEMENT AMOUNT:	\$97,464.40

Pursuant to Cooperative Service Agreement No. 25-7306-0275-RA between Cooperator and the United States Department of Agriculture, Animal and Plant Health Inspection Service, Wildlife Services (APHIS-WS), this Work and Financial Plan defines the objectives, plan of action, resources, and budget for cooperative wildlife services program.

OBJECTIVES/GOALS

APHIS-WS objective is to provide professional wildlife damage management assistance to reduce or manage damage caused by predatory animals and other nuisance wildlife causing damage to protect property and human health and safety.

Specific goals are:

1. To administer an Integrated Wildlife Damage Management (IWDM) program in Plumas and Sierra County.
2. To assist business/property owners, private citizens, and governmental agencies in protecting human resources, which include, but are not limited to, residents, property, livestock, crops, and natural resources from damage caused by predators, wild and feral animals, and other nuisance wildlife.
3. To provide assistance in the form of educational information.

PLAN OF ACTION

The objectives of the wildlife damage management program will be accomplished in the following manner.

1. APHIS-WS will provide technical assistance and or direct management at times and locations for where it is determined there is a need to resolve problems caused by wildlife. Management efforts will be directed towards specific offending individuals or local groups of animals. Method selection will be based on an evaluation of selectivity, humaneness, human safety, effectiveness, legality, and practicality.

Technical Assistance: APHIS-WS' personnel may provide verbal or written advice, recommendations, information, demonstrations, or training to use in managing wildlife damage problems. Generally, implementation of technical assistance recommendations is the responsibility of the resource/property owner.

Direct Management: Direct management is usually provided when the resource/property owner's efforts have proven ineffective and or technical assistance alone is inadequate. Direct management methods/techniques may include trap equipment, shooting, and other methods as mutually agreed upon.

2. APHIS-WS District Supervisor, Derek Milsaps, California District 2, will supervise this project, (530) 708-0369. This project will be monitored by Jeffrey B. Flores, WS-California State Director, in Sacramento, California, (916) 979-2675.
3. APHIS-WS will invoice Cooperator quarterly for actual costs incurred in providing service, provided there are billable expenses posted at the time of billing for the quarter of service. The combined quarter billings for the performance period in this Work and Financial Plan will not exceed **\$97,464.40 for the period of performance (7/1/2025 – 6/30/2026)**. In some cases, the work is done during the period of performance, but expenses post outside of the agreement end date, resulting in a final invoice one quarter after the period of performance has ended.
4. In accordance with the Debt Collection Improvement Act (DCIA) of 1996, bills issued by APHIS-WS are due and payable within 30 days of the invoice date. The DCIA requires that all debts older than 120 days be forwarded to debt collection centers or commercial collection agencies for more aggressive action. Debtors have the option to verify, challenge and compromise claims, and have access to administrative appeals procedures which are both reasonable and protect the interests of the United States.

PROCUREMENT

Cooperator understands that additional supplies and equipment may need to be purchased under this agreement to replace consumed, damaged, or lost supplies/equipment. Any items remaining at the end of the agreement will remain in the possession of APHIS-WS.

STIPULATIONS AND RESTRICTIONS:

1. All operations shall have the joint concurrence of APHIS-WS and Cooperator and shall be under the direct supervision of APHIS-WS. APHIS-WS will conduct the program in accordance with its established operating policies and all applicable state and federal laws and regulations.
2. APHIS-WS will cooperate with the California Department of Fish and Wildlife, the U.S. Fish and Wildlife Service, California Department of Transportation, California Fire marshal's Office, county and local city governments, and other entities to ensure compliance with Federal, State, and local laws and regulations.
3. Wildlife Damage Management: A Work Initiation Document for Wildlife Damage Management (WS Form 12A), a Work Initiation Document for Wildlife Damage Management – Multiple Resource Owners (WS Form 12B) or a Work Initiation Document for Management of Wildlife Damage on Urban Properties (WS Form 12C) will be executed between APHIS-WS and the landowner, lessee, or administrator before any APHIS-WS work is conducted.
4. APHIS-WS SHALL PERFORM THE SERVICES UNDER THIS AGREEMENT IN ACCORDANCE WITH ITS FEDERAL AUTHORITY. APHIS-WS SHALL BE RESPONSIBLE TO THE EXTENT PERMITTED BY THE FEDERAL TORT CLAIMS ACT (28 U.S.C. 1346 (b), 2401 (b), 2671-2680), ONLY FOR THE ACTS, OMISSIONS, OR NEGLIGENCE OF ITS OWN OFFICERS, EMPLOYEES OR AGENTS.

THE COUNTY OF PLUMAS AND SIERRA SHALL BE RESPONSIBLE TO THE EXTENT PERMITTED BY THE CALIFORNIA TORT CLAIMS ACT (Government Code §§ 810-996.6), ONLY FOR THE ACTS, OMISSIONS, OR NEGLIGENCE OF ITS OWN OFFICERS, EMPLOYEES, OR AGENTS. APHIS-WS AND ITS EMPLOYEES OR VOLUNTEERS ARE NOT CONSIDERED "OFFICERS, EMPLOYEES, OR AGENTS" OF THE STATE OF CALIFORNIA.

NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS

COST ESTIMATE FOR SERVICES:

Salary, including possible overtime, benefits, vehicle, supplies, and material costs are charged at actual cost. The distribution of the budget for this work plan may vary as necessary to accomplish the purpose of this Agreement. See Appendix A for a description of supplies and services.

Cost Element	Cost to Cooperator	Cost Share (Paid by Federal and State)	Full Cost
Personnel Compensation	\$54,708.81	\$30,377.19	\$85,086.00
Travel	\$500	0	\$500
Vehicles	\$14,031.61	\$1,624.45	\$15,656.06
Other Services	\$4,412.67	\$487.33	\$4,900.00
Supplies and Materials	\$1,500	0	\$1,500
Equipment	\$1,500	0	\$1,500

Subtotal (Direct Charges)	\$76,653.09	\$32,488.97	\$109,142.06
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Pooled Job Costs	11.00%	\$8,431.84		\$8,431.84
Indirect Costs	16.15%	\$12,379.47		\$12,379.47
Agreement Total		\$97,464.40	\$32,488.97	\$129,953.37

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement but may not exceed: \$97,464.40.

AUTHORIZATION:

PLUMAS AND SIERRA COUNTY
 208 Fairgrounds Rd
 Quincy, CA 95971

 Representative, Plumas County
 TIN# 94-6000528

 Date

UNITED STATES DEPARTMENT OF AGRICULTURE
 ANIMAL AND PLANT HEALTH INSPECTION SERVICE
 WILDLIFE SERVICES

 Jeffrey B. Flores, State Director, California

 Date

 Wendy Anderson, Director, Western Region

 Date

Appendix A: Schedule of Supplies / Services

WS Description of WS Supplies and Services for Plumas and Sierra County – 07/01/25 – 6/30/26.

Salaries:

Salary hours associated with this project include, but are not limited to, providing technical assistance, field work, equipment maintenance, vehicle maintenance, boat maintenance, mandatory training, annual leave, sick leave, awards, travel to and from official duty station, data entry, data analysis, project coordination, administrative support, health and retirement benefits, taxes, etc. These salaries provide the Wildlife Services Specialists that help meet the goals and fulfill the duties outlined in the AWP. Examples of this work include, but are not limited to, smolt protection from avian predators through harassment, providing facility and project protection from pigeons and marmot damage through a lethal removal program.

Vehicles Operating Costs:

The vehicle provides transportation of personnel and equipment assigned to the project. A flat rate is charged per vehicle used, per pay period that cooperatively funds vehicle operating costs. Vehicle operating costs include but are not limited to repair and maintenance, fuel consumption, oil changes, tire replacement, tire changes seasonally, and eventual vehicle replacement and depreciation costs resulting from wear and tear.

Supplies:

The supply charge is based on the quantity of supplies anticipated to be used for an operating project during the work period. Costs include, but are not limited to pyrotechnics, pyrotechnic launchers, traps and trap materials, office supplies, binoculars, ammunition, firearm maintenance cost, uniform allowance, computer accessories for data entry, euthanasia equipment, wildlife capture, restraint and handling devices, spotlights, and similar supplies and equipment.

Training / Travel

A flat rate is budgeted per project for costs associated with training for all specialists for that project. Costs include, but may not be limited to, the cost of on-line training, reimbursement of travel costs, per diem, lodging, training facilities rentals, instructor fees and training materials for seasonal and full-time employees related to individual operating projects.

Pooled Job Costs:

Pooled Job Costs (11% of subtotal) covers costs that may not be directly associated with one particular project and are distributed across all identifiable projects to which the costs pertain. Costs may include supervision not directly charged, employee retirement, severance, sick leave, self-insurance, OWCP costs, and vehicle, boat, and camp trailer repair and replacement.

Administrative Costs:

Administrative costs (16.15 % of subtotal) cover administrative infrastructure in the U.S. Department of Agriculture APHIS-WS.

SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF CLAIMS

This Settlement Agreement and Mutual Release of Claims (“Agreement”) is entered into between Petitioners, Feather River Action! and Project Coyote, a project of the Earth Island Institute, a California non-profit organization (collectively, “Petitioners”); and Respondents, County of Plumas and Plumas-Sierra Department of Agriculture (collectively, “Respondents”); and Real Party in Interest County of Sierra (“Real Party”), regarding *Feather River Action! et al. v. Count of Plumas et al.*, Plumas County Superior Court Case CV22-00037 (the “Legal Action”). Collectively, Petitioners, Respondents, and Real Party are “Parties” to this Agreement and each is, individually, a “Party” to this Agreement. This Agreement shall be deemed to have been entered into on the date the last signature is affixed to this document. (“Effective Date”).

RECITALS

A. In April 2018, the Plumas-Sierra Department of Agriculture entered into a Cooperative Services Agreement (“CSA”) with the United States Department of Agriculture, Animal and Plant Health Inspection Services, Wildlife Services (“Wildlife Services”). Under the CSA, Wildlife Services administers the Integrated Wildlife Damage Management (“IWDM”) Program, through which it provides certain services to private property owners within the territories of Plumas and Sierra Counties concerning animal species. Each fiscal year during the five-year term of the CSA, the Respondents must approve a Work Plan prepared by the Wildlife Services, which funds the services provided during the fiscal year (“Work Plan”). The current term of the CSA will expire on June 30, 2023. Respondents did not conduct any review under the California Environmental Quality Act (“CEQA”) prior to approving the CSA in 2018 and have not conducted such review for any Work Plan approved for any fiscal year under the current CSA.

B. The Petitioners commenced the Legal Action on March 3, 2022. In general, the Legal Action alleges the Plumas County Board of Supervisors’ decision at a regular meeting on September 21, 2021, to fund the Work Plan for the current fiscal year violated CEQA. The Petitioners contend the approval of the current fiscal year’s Work Plan was a project under CEQA that would have environmental impacts requiring a proper CEQA analysis.

C. As an administrative record for the Legal Action has not been lodged and certified as of the Effective Date, the Respondents and Real Party have not filed any responsive pleading per Code of Civil Procedure section 1089.5. As such, as of the date of this Agreement, the Respondents and Real Party have not had an opportunity to assert any denials or allege any affirmative defenses.

D. Without making any admissions, the Parties through this Agreement seek to resolve the Legal Action in a manner that allows them to forego the expenses, burdens, and time commitment of a trial and any further proceedings in the Legal Action.

AGREEMENT

1. The Parties incorporate the above-stated Recitals as material terms of this Agreement.
2. In consideration for settlement of the Legal Action, the Respondents agree to take the following actions concerning the IWDM Program:
 - A. At its next regularly scheduled public meeting following the Effective Date, for which all public notice requirements can be met, the Plumas County Board of Supervisors shall consider and adopt a written resolution suspending the IWDM Program (including without limitation funding, implementation, and/or execution) pursuant to the CSA ("Suspension Resolution"). The date of adoption of this resolution shall be referred to within as the "Suspension Date."
 - B. Upon approval of the Suspension Resolution, the Respondents shall not take any action to resume, reinstitute, reinstate, or recommence the IWDM Program unless and until they complete a full and proper analysis of the Program, and all its environmental impacts, under CEQA, and comply with all CEQA's procedural and public notice and comment procedures.
 - C. During the suspension of the IWDM Program, the Respondents shall not authorize or fund operations within the scope of the IWDM Program by Respondents' employees or agents, Wildlife Services, or any other organization, entity or individual within Plumas or Sierra Counties. The Respondents specifically agree that no funds allocated in the current fiscal year Work Plan shall be used for wildlife management activities after the execution of this Agreement and that the Respondents will seek a refund of any funds pre-paid to Wildlife Services under the current Work Plan for work performed after the execution of this Agreement.
 - D. Nothing in this Agreement shall be deemed to waive any discretionary power the Respondents by law possess. However, should Respondents fail to adopt the Suspension Resolution, as provided in Paragraph A of this Section, then this Agreement shall thereupon be deemed void, and of no further effect, and the Parties shall be restored to the litigation position they were in immediately before the Effective Date, and the Legal Action shall proceed accordingly.
 - E. Within 30 days of the approval of the Suspension Resolution, and not less than quarterly thereafter until a final CEQA environmental document is presented to the Plumas County Board of Supervisors, the Respondents shall provide written reports to Petitioners providing updates on the status of the Respondents' CEQA process concerning the IWDM Program, including the Respondents' participation in any programmatic environmental review in association with any federal or state agencies or any other counties or local agencies. In addition to any legal notices required by CEQA or applicable law, Respondents shall ensure that the Petitioners are timely provided notice of any issuance of any notice of preparation, publication of any draft environmental document, preparation of any responses

to comments, publication of any final environmental document, and any set of written findings to be adopted by any hearing body or legislative body. Respondents shall also provide an employee or staff member to serve as a point-of-contact to answer any questions Petitioners may have about the foregoing.

3. Nothing in this Agreement, or through the Petitioners' participation in any CEQA process provided in accordance with Section 2, or otherwise, shall affect the Petitioners' rights to ultimately challenge any environmental document the Respondents approve, including Petitioners' right to seek a temporary restraining order or other injunctive relief to prohibit resumption of the IWDM Program in Plumas and Sierra Counties.

4. Within 30 days of the Suspension Date, the Respondents shall pay the sum of \$45,000.00 to the Petitioners for their attorney fees and costs in the Legal Action. The Respondents shall make such payment payable to Greenfire Law, PC IOLTA and shall deliver such payment to Greenfire Law, PC, c/o Jessica Blome, P.O. Box 8055, Berkeley, CA 94707.

5. Within 10 court days of receipt of the payment required by the preceding paragraph, Petitioners shall file a notice of dismissal of the Legal Action and promptly serve the endorsed notice of dismissal on the Respondents and Real Party following receipt from the Court.

6. Upon the dismissal of the Legal Action, and subject to the reservation of the Petitioners' rights stated in Section 3 of this Agreement, each Party and his/her/its heirs, executors, administrators, predecessors, successors in interest, affiliates, partners, assigns, agents, officers and directors hereby forever generally, completely and mutually release and discharge the other Parties, including, but not limited to, their heirs, executors, administrators, trustees, settlors, beneficiaries, issue, directors, officers, shareholders, agents, predecessors, assigns, employees and attorneys, from any and all demands, debts, duties, and obligations related to the portion(s) of the litigation related to any claim that is fully paid.

7. This Agreement pertains to the Legal Action and is the result of compromise. No Party admits any fault or liability with respect to the claims alleged in the Legal Action, and this Agreement does not constitute, and will not in any circumstance be deemed to constitute, an admission of fault or liability by any Party.

8. It is the intention of the Parties that this Agreement shall be effective as a full and final accord and satisfaction, and as a bar to all actions, causes of action, and obligations, costs, expenses, attorneys' fees, damages, losses, claims, liabilities, and demands of whatsoever nature, character, or kind, known or unknown, suspected or unsuspected, which could have been brought as part of the Legal Actions, with the exception of the Parties' rights and obligations under this Agreement. All of the Parties hereto acknowledge that they are familiar with Section 1542 of the California Civil Code and expressly waive the benefits thereof. Section 1542 reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

9. The Parties acknowledge they have received the advice of counsel regarding the advisability of all releases provided for within, including the waiver of California Civil Code section 1542. The Parties are aware that, following execution of this Agreement, they may discover claims or facts in addition to or different from those they now know or believe to be true in relation to the Legal Actions. Nonetheless, it is their intention to fully and finally settle and release all claims they have or may have against each other, except as reserved herein.

10. The Parties acknowledge they have read this Agreement, have had the opportunity to have the Agreement explained to them by counsel of their choice, are aware of its content and legal effect, and are signing this Agreement freely and voluntarily.

11. This Agreement shall be effective upon its full execution. Each of the undersigned represents that he/she has the authority to bind the Party on whose behalf he/she has executed this Agreement. The Agreement may be executed in counterparts and in duplicate originals. If so executed, then upon proof of execution of at least one copy, the Agreement shall be effective from the date of the last signature. If executed in duplicate, each duplicate copy shall be valid as an original copy.

12. The Parties intend this Agreement to be enforceable pursuant to California Code of Civil Procedure section 664.6.

13. Should any action, motion, or other legal proceeding be brought to enforce or interpret the terms of this Agreement, the prevailing party in any such proceeding shall be entitled to recover reasonable attorneys' fees and costs incurred in prosecuting such efforts.

14. This Agreement has been jointly negotiated and drafted. The language of this Agreement shall be construed as a whole according to its fair meaning, and not strictly for or against any Party.

15. This Agreement constitutes the entire agreement between the Parties. No modification of this Agreement shall be valid unless in writing and signed by the Parties. The Parties shall not be bound by any representation, warranty, promise, or statement unless it is specifically set forth in this Agreement.

16. This Agreement shall be deemed to have been entered into and shall be construed and enforced in accordance with the laws of the State of California. Should any term of this Agreement be deemed unlawful, that provision shall be severed, or construed in accordance with applicable law as nearly as possible to reflect the Parties' mutual original intent, and all remaining terms shall continue to be valid and fully enforceable. Furthermore, the place of performance shall be the County of Plumas of California, in the event of litigation.

17. This Agreement shall bind the heirs, personal representatives, successors, and assigns of the Parties, and inure to the benefit of each Party, its successors and assigns.

18. The Parties agree to execute and deliver any other instrument or document convenient or necessary to carry out the terms of this Agreement.

19. Failure of any of the Parties to insist upon the strict observance of, or compliance with, all of the terms of this Agreement in one or more instances, shall not be deemed to be a waiver of any of the Parties' right to insist upon such observance or compliance with the other terms of this Agreement.

SO AGREED.

FEATHER RIVER ACTION!


Josh Hart (Jul 5, 2022 16:49 PDT)

By: Josh Hart

Jul 5, 2022

Dated

PROJECT COYOTE, a project of the EARTH ISLAND
INSTITUTE, a California non-profit organization


Camilla H. Fox (Jul 5, 2022 14:14 PDT)

By: Camilla Fox

Jul 5, 2022

Dated

EARTH ISLAND INSTITUTE, a California
non-profit organization



By: David Phillips

Jul 5, 2022

Dated

COUNTY OF PLUMAS

By: Kevin Goss
Its: Chair, Board of Supervisors

Dated

COUNTY OF SIERRA


Paul Roen (Jul 6, 2022 16:07 PDT)

By: Paul Roen
Its: Chair, Board of Supervisors

Jul 6, 2022

Dated

Approved as to Form.

Jessica Blome
By: Jessica L. Blome
Attorney for Petitioners
Feather River Action!, Project Coyote,
and Earth Island Institute

July 5, 2022

Dated

Donald L. Lipmanson
By: Donald L Lipmanson
Attorney for Petitioners,
Project Coyote and Earth Island
Institute

July 5, 2022

Dated

By: Derek P. Cole
Attorney for Respondents and Real Party
in Interest

Dated

2022-07-05 FINAL Settlement Agreement (Feather River Action, et al. v. Plumas County, JB, DL

Final Audit Report

2022-07-05

Created:	2022-07-05
By:	Sumona Majumdar (sumona@earthisland.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAkk7W_BW4qgN4hd-1kdPeUBQalf5uM0Rq

"2022-07-05 FINAL Settlement Agreement (Feather River Action , et al. v. Plumas County, JB, DL" History

 Document created by Sumona Majumdar (sumona@earthisland.org)

2022-07-05 - 9:09:21 PM GMT- IP address: 99.113.188.15

 Document emailed to cfox@projectcoyote.org for signature

2022-07-05 - 9:11:11 PM GMT

 Email viewed by cfox@projectcoyote.org

2022-07-05 - 9:13:37 PM GMT- IP address: 98.37.17.235

 Document e-signed by Camilla H. Fox (cfox@projectcoyote.org)

Signature Date: 2022-07-05 - 9:14:11 PM GMT - Time Source: server- IP address: 98.37.17.235

 Document emailed to David Phillips (davep@earthisland.org) for signature

2022-07-05 - 9:14:13 PM GMT

 Email viewed by David Phillips (davep@earthisland.org)

2022-07-05 - 9:28:18 PM GMT- IP address: 66.249.84.85

 Document e-signed by David Phillips (davep@earthisland.org)

Signature Date: 2022-07-05 - 9:42:49 PM GMT - Time Source: server- IP address: 69.181.39.28

 Document emailed to Josh Hart (joshuahart@baymoon.com) for signature

2022-07-05 - 9:42:51 PM GMT

 Email viewed by Josh Hart (joshuahart@baymoon.com)

2022-07-05 - 11:18:52 PM GMT- IP address: 104.232.82.77



Adobe Acrobat Sign

 Document e-signed by Josh Hart (joshuahart@baymoon.com)

Signature Date: 2022-07-05 - 11:40:24 PM GMT - Time Source: server- IP address: 104.232.82.77

 Agreement completed.

2022-07-05 - 11:40:24 PM GMT



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Plumas Sierra Settlement Agreement as of 060622 (00086625)

Final Audit Report

2022-07-06

Created:	2022-07-06
By:	Heather Foster (hfoster@sierracounty.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAABK4AJtZhHtOjRg94VMYzQenQHpKdX_bT

"Plumas Sierra Settlement Agreement as of 060622 (00086625)" History

-  Document created by Heather Foster (hfoster@sierracounty.ca.gov)
2022-07-06 - 9:50:25 PM GMT- IP address: 67.113.45.86
-  Document emailed to supervisor3@sierracounty.ca.gov for signature
2022-07-06 - 9:51:50 PM GMT
-  Email viewed by supervisor3@sierracounty.ca.gov
2022-07-06 - 11:05:35 PM GMT- IP address: 54.219.183.184
-  Document e-signed by Paul Roen (supervisor3@sierracounty.ca.gov)
Signature Date: 2022-07-06 - 11:07:04 PM GMT - Time Source: server- IP address: 174.208.108.95
-  Agreement completed.
2022-07-06 - 11:07:04 PM GMT



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COOPERATIVE SERVICE AGREEMENT
between
PLUMAS AND SIERRA COUNTY (COOPERATOR)
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1 – PURPOSE

The purpose of this agreement is to maintain an USDA-APHIS-WS Integrated Wildlife Damage Management (IWDM) program in Plumas and Sierra County. USDA-APHIS-WS will assist business/property owners, private citizens, and governmental agencies in protecting human resources, which include, but are not limited to, residents, property, livestock, crops, and natural resources from damage caused by predators, wild and feral animals, and other nuisance wildlife.

ARTICLE 2 – AUTHORITY

APHIS-WS has statutory authority under the Acts of March 2, 1931, 46 Stat. 1468-69, 7 U.S.C. §§ 8351-8352, as amended, and December 22, 1987, Public Law No. 100-202, § 101(k), 101 Stat. 1329-331, 7 U.S.C. § 8353, to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3 - MUTUAL RESPONSIBILITIES

The cooperating parties mutually understand and agree to/that:

1. APHIS-WS shall perform services set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this agreement, to amend, modify, add or delete services from the Work Plan.
2. The Cooperator certifies that APHIS-WS has advised the Cooperator there may be private sector service providers available to provide wildlife damage management (WDM) services that the Cooperator is seeking from APHIS-WS.
3. All equipment with a purchase price of \$5,000 or more per unit, purchased directly with funds from the cooperator for use on this project shall be subject to disposal according to APHIS policy, and shall be specifically listed in the attached work plan and financial plan. Property title/disposal shall be determined when this project (including all continuations

and revisions of this agreement) terminates, or when the equipment is otherwise directed to other projects, whichever comes first. If the equipment is sold prior to the project end, the proceeds should be allocated according to APHIS policy. Continuations and revisions to this agreement shall list any equipment with a purchase price of \$5,000 or more per unit, carried over from a purchase directly with funds from the cooperator for use on this project. All other equipment purchased for the program is and will remain the property of APHIS-WS.

4. The cooperating parties agree to coordinate with each other before responding to media requests on work associated with this project.

ARTICLE 4 - COOPERATOR RESPONSIBILITIES

Cooperator agrees:

1. To designate the following as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement;

Willo Vieira
208 Fairgrounds Rd
Quincy, CA 95971
(530) 283-6365
willovieira@countyofplumas.com

2. To authorize APHIS-WS to conduct direct control activities as defined in the Work Plan. APHIS-WS will be considered an invitee on the lands controlled by the Cooperator. Cooperator will be required to exercise reasonable care to warn APHIS-WS as to dangerous conditions or activities in the project areas.
3. To reimburse APHIS-WS for costs, not to exceed the annually approved amount specified in the Financial Plan. If costs are projected to exceed the amount reflected in the Financial Plan, the agreement with amended Work Plan and Financial Plan shall be formally revised and signed by both parties before services resulting in additional costs are performed. The Cooperator agrees to pay all costs of services submitted via an invoice from APHIS-WS within 30 days of the date of the submitted invoice(s). Late payments are subject to interest, penalties, and administrative charges and costs as set forth under the Debt Collection Improvement Act of 1996.
4. To provide a Tax Identification Number or Social Security Number in compliance with the Debt Collection Improvement Act of 1996.
5. As a condition of this agreement, the Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.

6. To notify APHIS-WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.
7. The Cooperator acknowledges that APHIS-WS shall be responsible for administration of APHIS-WS activities and supervision of APHIS-WS personnel.
8. The Cooperator will not be connected to the USDA APHIS computer network(s).

ARTICLE 5 – APHIS-WS RESPONSIBILITIES

APHIS-WS Agrees:

1. To designate the following as the APHIS-WS authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement.

Jeffrey Flores
10365 Old Placerville Rd
Sacramento, CA 95827
(916) 979-2675
Jeffrey.b.flores@usda.gov

2. To conduct activities at sites designated by Cooperator as described in the Work and Financial Plans. APHIS-WS will provide qualified personnel and other resources necessary to implement the approved WDM activities delineated in the Work Plan and Financial Plan of this agreement.
3. That the performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.
4. To invoice Cooperator quarterly for actual costs incurred by APHIS-WS during the performance of services agreed upon and specified in the Work Plan. Authorized auditing representatives of the Cooperator shall be accorded reasonable opportunity to inspect the accounts and records of APHIS-WS pertaining to such claims for reimbursement to the extent permitted by Federal law and regulations.

ARTICLE 6 – CONTINGENCY STATEMENT

This agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS-WS upon failure of Congress to so appropriate. This agreement may also be reduced or terminated if Congress only provides APHIS-WS funds for a finite period under a Continuing Resolution.

ARTICLE 7 – NON-EXCLUSIVE SERVICE CLAUSE

Nothing in this agreement shall prevent APHIS-WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.

ARTICLE 8 – CONGRESSIONAL RESTRICTIONS

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this agreement or to any benefit to arise therefrom.

ARTICLE 9 – LAWS AND REGULATIONS

This agreement is not a procurement contract (31 U.S.C. 6303), nor is it considered a grant (31 U.S.C. 6304). In this agreement, APHIS-WS provides goods or services on a cost recovery basis to nonfederal recipients, in accordance with all applicable laws, regulations and policies.

ARTICLE 10 – LIABILITY

APHIS-WS assumes no liability for any actions or activities conducted under this agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 11 – NON-DISCRIMINATION CLAUSE

The United States Department of Agriculture prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. Not all prohibited bases apply to all programs.

ARTICLE 12 - DURATION, REVISIONS, EXTENSIONS, AND TERMINATIONS

This agreement shall become effective on 1 July 2025 and shall continue through 30 June 2030, not to exceed five years. This Cooperative Service Agreement may be amended by mutual agreement of the parties in writing. The Cooperator must submit a written request to extend the end date at least 10 days prior to expiration of the agreement. Also, this agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 60 days prior to effecting such action. Further, in the event the Cooperator does not provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

WS Agreement Number: 25-7306-0275-RA

WBS: AP.RA.RX06.73.0191

[optional] Cooperator PO: _____

In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a Taxpayer Identification Number for individuals or businesses conducting business with the agency.

Cooperator's Tax ID No.: 94-6000528

APHIS-WS's Tax ID: 41-0696271

Cooperator:

Plumas County Representative / Title

Date

Sierra County Representative / Title

Date

**Plumas and Sierra County
208 Fairgrounds Rd
Quincy, CA 95971**

**UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES**

Jeffrey Flores, State Director
USDA, APHIS, WS
10365 Old Placerville Rd
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Date

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2150 Centre Ave Building B Mailstop 3W9
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Date

