

**A RESOLUTION OF THE PLUMAS COUNTY BOARD OF SUPERVISORS
SUSPENDING THE PARTICIPATION OF THE PLUMAS-SIERRA DEPARTMENT OF
AGRICULTURE IN THE INTEGRATED WILDLIFE DAMAGE MANAGEMENT
PROGRAM PENDING THE COMPLETION OF ENVIRONMENTAL REVIEW UNDER
THE CALIFORNIA ENVIRONMENTAL QUALITY ACT**

WHEREAS, in April 2018, the Plumas-Sierra Department of Agriculture (“Department”) entered into a five-year Cooperative Services Agreement (“CSA”) with the United States Department of Agriculture, Animal and Plant Health Inspection Services, Wildlife Services (“Wildlife Services”);

WHEREAS, 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;

WHEREAS, each fiscal year during the five-year term of the CSA, the Department must approve a Work Plan prepared by the Wildlife Services, which funds the services provided during the fiscal year (“Work Plan”);

WHEREAS, the current term of the CSA will expire on June 30, 2023;

WHEREAS, the County of Plumas did not conduct any review under the California Environmental Quality Act (“CEQA”) prior to approving the CSA in 2018 and it has not conducted such review for any Work Plan approved for any fiscal year under the current CSA;

WHEREAS, on March 3, 2022, Feather River Action! and Project Coyote, a project of the Earth Island Institute, commenced a legal action in Plumas Superior Court alleging the Plumas County Board of Supervisors’ decision at its regular meeting on September 21, 2021, to fund the Work Plan for the current fiscal year was a CEQA project requiring environmental review;

WHEREAS, following settlement discussions by the parties in this legal action, the Boards of Supervisors of Plumas and Sierra Counties agreed that the IWDM Program would be suspended pending the completion of proper review under CEQA prior to resumption of the program;

WHEREAS, the terms and conditions of the parties’ settlement are reflected in Settlement Agreement, executed in June 2022, which is attached as Exhibit A (“Settlement Agreement”); and

WHEREAS, the Settlement Agreement requires the Plumas County Board of Supervisors to adopt a written resolution suspending the IWDM Program (including without limitation funding, implementation, and/or execution) pursuant to the CSA.

NOW, THEREFORE, BE IT RESOLVED by the Plumas County Board of Supervisors that the Department's participation in the IWDM Program is hereby suspended.

BE IT FURTHER RESOLVED, the Department shall not take any action to resume reinstitute, reinstate, or recommence the IWDM Program unless and until it completes 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.

BE IT FURTHER RESOLVED, that during the suspension of the IWDM Program, the Department, the County of Plumas, and the County of Sierra shall not authorize or fund operations within the scope of the IWDM Program by their employees or agents, Wildlife Services, or any other organization, entity, or individual within Plumas or Sierra Counties.

BE IT FURTHER RESOLVED, that the Director of the Department, or designee, shall provide a copy of this Resolution to the appropriate officer, employee, or staff of Wildlife Services confirming the suspension of the Department's participation in the IWDM Program.


The foregoing resolution was adopted on August 16, 2022, at a regular meeting of the Plumas County Board of Supervisors, by the following vote:

AYES: Supervisor(s) Ceresola, Thrall, Hagwood, Engel, Goss
NOES: None
ABSENT: None



KEVIN GOSS,
Chair of the Board of Supervisors

ATTEST:



Heidi White, Clerk of the Board

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 IWD 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 16:40 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

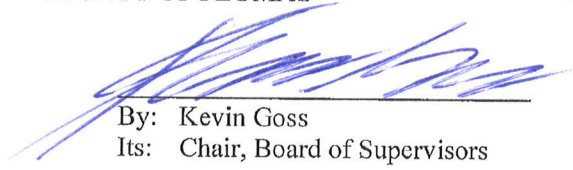

David Phillips

By: David Phillips

Jul 5, 2022

Dated

COUNTY OF PLUMAS


By: Kevin Goss

Its: Chair, Board of Supervisors

8/2/22

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

Derek P. Cole

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

July 7, 2022

Dated