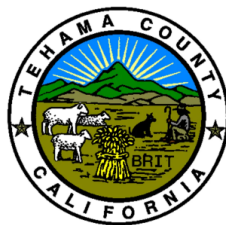


TEHAMA COUNTY BOARD OF SUPERVISORS

Robert Burroughs, District 1
Tom Walker, District 2, Chairman
Steve Zane, District 3
Matt Hansen, District 4
Greg Jones, District 5, Vice Chair



Gabriel Hydrick
Chief Administrator

Margaret Long
County Counsel

Sean Houghtby
Clerk of the Board
(530) 527-3287

Board Chambers
727 Oak Street, Red Bluff, CA 96080
(530) 527-4655
<http://www.tehama.gov>

AGENDA FOR TUESDAY, JANUARY 27, 2026

The Board of Supervisors welcomes you to their meetings which are regularly scheduled for each Tuesday. Your participation and interest are encouraged and appreciated. Members of the public may address the Board from the podium on items on the agenda when the matter is called. The Board reserves the right to limit the time devoted to any item on the agenda and to limit the time of any speaker.

The Board wishes to ensure that business is conducted in an orderly fashion and the public is asked to be courteous and polite when addressing the Board and to be respectful to others attending the Board meeting. The Board has adopted a Code of Conduct for the public attending these meetings. The Code of Conduct is posted in the Chambers and online at <https://www.tehama.gov/wp-content/uploads/2025/09/PUBLIC-CODE-OF-CONDUCT.pdf>. Any disorderly conduct which disrupts, disturbs, or otherwise impedes the orderly conduct of the Board meeting is prohibited.

Members of the public who are unable to attend in person may participate, listen and watch in the following ways:

- 1) To participate in the Board meeting, the public may listen and comment over the phone by calling: (530) 212-8376, conference code 933876. Press 5* to raise your hand to comment.
- 2) Members of the public who are unable to attend in person may watch and listen via the web at: <https://tehamacounty.legistar.com/Calendar.aspx>. To comment on an upcoming agenda item, call (530) 212-8376, conference code 933876. Press 5* to raise your hand to comment at the time the item is called.

The audio and live video streaming is being offered as a convenience. The Board meeting will continue even if there is a disruption. If there is a disruption, the public is encouraged to consider an alternate option listed above. If you have trouble connecting or accessing the meeting, contact the Board office for assistance at (530) 527-4655.

Please refer to the last page of the agenda for information on how to participate in the

meeting, as well as the various options being made available for members of the public to provide comment.

The County of Tehama does not discriminate on the basis of disability in admission to, access to, or operation of its buildings, facilities, programs, services, or activities. Questions, complaints, or requests for additional information regarding the Americans with Disabilities Act (ADA) may be forwarded to the County’s ADA Coordinator: Tom Provine, County of Tehama, 727 Oak St., Red Bluff, CA 96080, Phone: (530) 527-4655. Individuals with disabilities who need auxiliary aids and/or services or other accommodations for effective communication in the County’s programs and services are invited to make their needs and preferences known to the affected department or the ADA Coordinator. For aids or services needed for effective communication during Board of Supervisors meetings, please contact the ADA Coordinator two business days prior to the day of the meeting. This notice is available in accessible alternate formats from the affected department or the ADA Coordinator.

The Agenda is divided into two sections:

CONSENT AGENDA:

These items include routine financial and administrative actions and are usually approved by a single majority vote. Any Board member, staff member or interested person may request that an item be removed from the Consent Agenda for discussion on the Regular Agenda.

REGULAR AGENDA:

These items include significant financial and administrative actions of special interest that are usually approved individually by a majority vote. The Regular Agenda also includes noticed hearings and public hearings. The times on the agenda are approximate.

9:00 AM CALL TO ORDER / PLEDGE OF ALLEGIANCE

PLEASE TURN OFF OR MUTE YOUR CELL PHONE

PUBLIC COMMENT

This is a time set aside for members of the public to directly address the Board of Supervisors on any item of interest to the public that is within the subject matter jurisdiction of this board. No action shall be taken on any item not appearing on the agenda unless the action is otherwise authorized by subdivision (b) of section 54954.2 of the government code. This board has chosen to exercise its discretion and limit each speaker to three (3) minutes. Public Comment may be limited to the first 30 minutes of the meeting and if there are more speakers than this time limit will allow, the Chair may request that remaining speakers wait until the end of the meeting, at which point public comment may be reopened.

Members of the public will be allowed to address the Board of Supervisors regarding items appearing on the agenda at the time the item is called.

ANNOUNCEMENT OF AGENDA CORRECTIONS

PREVIOUS REPORTABLE ACTIONS FROM CLOSED SESSION

BOARD OF SUPERVISORS STANDING AND AD HOC COMMITTEE

Receive reports from the following standing and ad hoc committees, and discussion and possible direction to the committees regarding future meetings and activities within each committee's assigned scope:

Public Safety Tax Initiative Working Group (Burroughs, Jones)

Personnel Procedures & Guidelines Ad Hoc Committee (Burroughs, Walker)

City of Red Bluff/Tehama County Ad Hoc Committee (Walker, Burroughs)

Rent Control Ordinance Ad Hoc (Jones, VACANT)

REPORTS OF MEETINGS ATTENDED INCLUDING AB1234

ANNOUNCEMENTS BY COUNTY DEPARTMENTS

This is an opportunity for a County Department to provide information to the Board and the general public. These announcements are to be as brief and concise as possible and not used to seek direction from the Board.

CONSENT AGENDA

- 1. **GENERAL WARRANT REGISTER 12/28/25-01/10/26** [26-0043](#)

- 2. **AUDITOR’S CLAIMS** [26-0054](#)
 - a) Court Operations, 2026-53221, Stone Lae Office, Lindsay T. Stone, \$4,240.00
 - b) Court Operations, 2021-53160, Ruth Ballard, PH.D., Inc., \$2,000.00
 - c) Court Operations, 2021-53160, Ruth Ballard, PH.D., Inc., \$1,200.00

- 3. **SOCIAL SERVICES** [26-0020](#)
 - a) AGREEMENT - Request approval and authorization for the Director of Social Services to sign Amendment No.1 to Agreement 2025-278 for the omission of the following clause in Exhibit A under Professional Liability: “If Contractor maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by Contractor”

- 4. **HEALTH SERVICES AGENCY / MENTAL HEALTH** [25-1968](#)
 - a) AGREEMENT - Request approval and authorization for the Executive Director to sign Amendment No. 1 to Misc. Agreement 2025-195 with LocumTenens.com, LLC, for the purpose of locating and arranging for locum tenens Psychiatrists, Psychiatric Nurse Practitioners, Physician's Assistants, Psychologists, and Licensed Clinical Workers to provide medical services thereby amending the rates set forth in Exhibit “A”, with maximum compensation not to exceed \$600,000 in any one fiscal year, effective 7/1/25

and shall terminate 6/30/28

5. HEALTH SERVICES AGENCY / MENTAL HEALTH [26-0063](#)

a) AGREEMENT - Request approval and authorization for the Executive Director to sign the Amendment No. 1 to the Misc. Agreement 2025-345 with AB Staffing for the purpose of locating and arranging for locum tenens Psychiatrists, Psychiatric Nurse Practitioners, Physician Assistants, Licensed Clinical Social Workers and Licensed Marriage and Family Therapists to provide medical services, thereby updating the Exhibit B to remove the rates for "Travel/Lodge", with maximum compensation not to exceed \$600,000 in any one fiscal year, effective 12/1/25 and shall terminate 6/30/28

6. TEHAMA COUNTY COMMUNITY ACTION AGENCY [26-0044](#)

a) AGREEMENT - Request approval and authorization for the Executive Director or designee to sign Amendment No. 1 to Misc. Agreement #2025-382 with Partnership HealthPlan of California to replace existing language regarding the Enhanced Care Management Quality Incentive Program, effective from date of approval and will automatically renew at the end of one year and annually thereafter unless terminated sooner

7. PROBATION [26-0073](#)

a) TRANSFER OF FUNDS: PROBATION, B-35- From CalAIM (2036-4505724), to Contingency (2002-59000), \$18,058.75; and From Contingency (2002-59000) to Professional/Special Services (2036-53230), \$18,058.75 **(Requires a 4/5's vote)**

8. PROBATION [26-0034](#)

a) TRANSFER OF FUNDS: PROBATION, B-33 - From CalAIM (2036-4505724) to Contingency (2002-59000), \$19,931.00; and From Contingency (2002-59000) to Professional Services (2036-53230), \$19,931.00 **(Requires a 4/5's vote)**.

9. SHERIFF'S OFFICE [26-0032](#)

a) TRANSFER OF FUNDS: SHERIFF, B-32- From Public Safety (106-301900), to Contingency (2002-59000), \$35,185.00; and From Contingency (2002-59000) to Professional/Special Services (2027-53230), \$35,185.00 **(Requires a 4/5's vote)**

10. SHERIFF'S OFFICE [26-0058](#)

a) TRANSFER OF FUNDS: SHERIFF, B-34 - From CALAIM (2032-4505723), to Contingency (2002-59000), \$9,417.50; and from Contingency (2002-59000) to Professional/Special Services (2032-53230), \$9,417.50 **(Requires a 4/5's vote)**

11. PERSONNEL [26-0019](#)

a) Request approval of compensation in lieu of Vacation/PTO time off during the 2026 calendar year for the employees listed on the attachment, in accordance with applicable MOU and contract provisions

REGULAR AGENDA

12. SHERIFF'S OFFICE / PUBLIC WORKS / ASSESSOR / SOCIAL [26-0040](#)

SERVICES / HEALTH SERVICES AGENCY / ANIMAL SERVICES

a) Request approval of certificates recognizing the following employees for their years of faithful and dedicated service to the County of Tehama:

- 1) SHERIFF’S OFFICE - Christopher Thomas, 20 years
- 2) PUBLIC WORKS - Daniel Hencratt, 25 years
- 3) ASSESSOR - Burley Phillips, 10 years
- 4) SOCIAL SERVICES - Glen Capobianco, 15 years
- 5) HEALTH SERVICES AGENCY - Afton Williams, 10 years
- 6) ANIMAL SERVICES - Shawnee Winterson, 10 years

13. ELECTIONS - Registrar of Voters Sean Houghtby [26-0051](#)

- a) Declare 3 vacancies for the position of Thomes Creek Water District Director
- b) Board discussion and direction to staff regarding the candidate selection process to fill the vacancies

14. VETERAN SERVICES - Veteran Services Officer Shawn Bondon [26-0017](#)

a) INFORMATIONAL PRESENTATION - Regarding the Tehama County Veteran Services January 2026 Report for the Board of Supervisors

15. PROBATION - Chief Probation Officer Pam Gonzalez [26-0047](#)

a) AGREEMENT - Request approval and authorization for Chief Probation Officer to sign the agreement with Northern Valley Catholic Social Services for the purpose of providing Social Emotional Competency workshops to juveniles served by the Tehama County Juvenile Justice Center and Juvenile Detention Facility, with maximum compensation not to exceed \$96,188, effective 1/1/26 and shall terminate 12/31/26

10:00 A.M.

**16. DEPARTMENT OF AGRICULTURE - Agricultural Commissioner [26-0041](#)
Thomas A. Moss**

a) PRESENTATION - Review facts presented in the attached Environmental Checklist for California Counties Wildlife Damage Management Programs for Tehama County and the 2024 California Wildlife Damage Management EIR/EIS report

b) PUBLIC HEARING - Conduct a public hearing to determine whether further CEQA review is necessary

c) Request the Board take the following actions

- 1. Adopt the following findings:

- a. The 2024 California Wildlife Damage Management EIR/EIS was prepared for this project pursuant to the provisions of CEQA
 - b. When reviewing the 2024 California Wildlife Damage Management EIR/EIS, the State adopted a statement of overriding considerations;
 - c. The Tehama County Wildlife Damage Management Program (hereinafter referred to as the project or program) is within the scope of the 2024 California Wildlife Damage Management EIR/EIS
 - d. The 2024 California Wildlife Damage Management EIR/EIS describes the project for the purposes of CEQA
 - e. The project will not have any new or more severe impacts on the environment beyond what was already identified in the 2024 California Wildlife Damage Management EIR/EIS
 - f. Mitigation measures found in the 2024 California Wildlife Damage Management EIR/EIS are a condition of the approval of this project
2. Adopt mitigation report or monitoring plans for the project as described in the 2024 California Wildlife Damage Management EIR/EIS
 3. Authorize the Agricultural Commissioner to execute the Notice of Determination that the activity is covered under the 2024 California Wildlife Damage Management EIR/EIS and take all steps necessary to meet the County's CEQA requirements to proceed with the program

d) AGREEMENT - Request approval and authorization for the Chairman to sign Cooperative Service Agreement (CSA) No. 26-7306-7593-RA with the US Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS) to establish and maintain a USDA-APHIS-WS Integrated Wildlife Damage Management (IWDM) program in Tehama County, effective 1/1/2026 through 6/30/2030 and the attached Work and Financial Plan with USDA-APHIS-WS with a maximum compensation in an amount not to exceed \$24,599.84 to provide wildlife management services for the period of 1/1/2026 through 6/30/2026

17. DEPARTMENT OF AGRICULTURE / DIVISION OF ANIMAL SERVICES [26-0064](#)

a) AGREEMENT - Request approval and authorization for the Director of Animal Services to sign Amendment No. 1 to the Agreement #UCDPO00007561 (Misc. Agree. 2024-019) with The Regents of the University of California on behalf of its UC Davis Campus School of Veterinary Medicine on behalf of its Koret Shelter Medicine Program, thereby extending the expiration date to 6/30/26

b) TRANSFER OF FUNDS: ANIMAL SERVICES, B-36- From Misc. Grants (2078-466081), \$4,743.55; and from Other Government Agencies (2078-450740), \$26,873.45 to Contingency (1109-59000); and from Contingency (1109-59000), \$31,617 to Salary & Wages (2078-51010), \$26,562; PERS Retirement (2078-51020), \$2,582; OASDI (2078-51021), \$2,059; Unemployment Insurance (2078-51031), \$54; and to Deferred Comp (2078-51050), \$360 **(Requires 4/5's vote)**

18. AUDITOR / CONTROLLER - Auditor / Controller Krista Peterson [26-0042](#)

a) Request approval and authorization for the Chair to sign the audit letter requesting information from County Counsel with regards to contingencies related to litigation, claims, and assessments, thereby giving consent for County Counsel to provide the requested information to the audit firm of CliftonLarsonAllen, LLP

RECESS to convene as the Tehama County Air Pollution Control District**19. TEHAMA COUNTY AIR POLLUTION CONTROL DISTRICT - Air Pollution Control Officer Joseph Tona [26-0004](#)**

a) AGREEMENT - Request approval and authorization for the Air Pollution Control Officer to accept and sign the Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities- Implementation and Enforcement Grant Award Agreement from the California Air Resources Board (CARB) in the amount of \$15,000, effective 1/1/26 through 12/31/26

ADJOURN to reconvene as the Tehama County Board of Supervisors**20. SOCIAL SERVICES / PERSONNEL - Social Services Director Bekkie Emery [26-0013](#)**

a) OTHER THAN "A" STEP - Request approval to appoint the applicant as Eligibility Specialist I, Range 17, Step C, effective 01/28/2026 or upon successful completion of all pre-employment requirements

21. SHERIFF'S OFFICE - Sheriff Dave Kain [26-0069](#)

a) AGREEMENT - Request approval and authorization for the Sheriff to sign the Cooperative Law Enforcement Agreement No. 26-LE-11052560-016 with the United States Forest Service (USFS) to accept funding to be used for summer camp ground patrol and location and eradication of illicit cannabis plants, in the amount of \$45,000, effective upon date of approval by the Board and shall terminate 9/30/30

22. SHERIFF / PERSONNEL - Sheriff Dave Kain [26-0014](#)

a) OTHER THAN "A" STEP - Request approval to appoint applicant as Deputy Sheriff, Range 40, Step 5, upon successful completion of all pre-employment requirements

23. SHERIFF / PERSONNEL - Sheriff Dave Kain [26-0062](#)

a) OTHER THAN "A" STEP - Request approval to appoint applicant as Correctional Deputy I, Range 28, Step 3, upon successful completion of all pre-employment requirements

24. HEALTH SERVICES AGENCY / PERSONNEL / ADMINISTRATION - Chief Administrator Gabriel Hydrick [25-2233](#)

a) AGREEMENT - Request approval and authorization for the Chairman to sign an Amendment to the Employment Agreement with Jayme Bottke (Misc. Agree. 2024-352) for the position of Executive Director, Health Services Agency, thereby amending the annual salary from Salary Range 72 to Salary Range 74, effective 11/16/24

b) RESOLUTION - Request adoption of a resolution amending Reso 2025-074, the FY 25/26 Position Allocation List (PAL) and the Master Salary Schedule, by amending the salary range for the Executive Director, Health Services Agency from Salary Range 72 to Salary Range 74, effective 11/16/24

FUTURE AGENDA ITEMS

Future Agenda Items is an opportunity for a Board member to present a topic to the full Board and County Departments and allow the Board to express majority that staff should be directed to address the issue and bring it back to the full Board as an agendized matter. This is not a time for the Board to address the merits or express their opinions on the issue but solely to decide if staff should expend resources in researching and preparing documents for consideration at a public board meeting. More complex issues may result in a future study session.

CLOSED SESSION

Members of the public may address the Closed Session matters at the time the closed session is announced.

25. CLOSED SESSION [26-0049](#)

a) PERSONNEL / PUBLIC APPOINTMENT OR EMPLOYMENT (Government Code Section 54957)

Title: Director of Public Works

26. CLOSED SESSION [26-0087](#)

a) CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Government Code Section 54956.8)

- 1) Property: APN 029-412-016-000
- Agency Negotiator: Gabriel Hydrick
- Negotiating Party: City of Red Bluff
- Under Negotiation: Terms of Payment

REPORTABLE ACTIONS FROM CLOSED SESSION

ADJOURN

Any written materials related to an open session item on this agenda that are submitted to the Board of Supervisors, and that are not exempt from disclosure under the Public Records Act, will be made available for public inspection at the Tehama County Clerk of the Board of Supervisors Office, 633 Washington St., Rm. 12 (P.O. Box 250), Red Bluff, California, 96080, (530) 527-3287 during normal business hours.

The deadline for items to be placed on the Board’s agenda is 5 p.m. on the Wednesday Thirteen days prior to the meeting on Tuesday, unless a holiday intervenes. Items not listed on the Agenda can only be considered by the Board if they qualify under Government Code Section 54954.2(b) (typically this applies to items meeting criteria as an off-agenda

emergency).

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS PURSUANT TO GOVERNMENT CODE SECTION 84308:

Members of the Board of Supervisors are disqualified and not able to participate in any agenda item involving contracts (other than competitively bid, labor, or personal employment contracts), franchises, discretionary land use permits and other entitlements if the Board member received more than \$250 in campaign contributions from the applicant or contractor, an agent of the applicant or contractor, or any financially interested participant who actively supports or opposes the County's decision on the agenda item since January 1, 2023. Members of the Board of Supervisors who have received, and applicants, contractors or their agents who have made, campaign contributions totaling more than \$250 to a Board member since January 1, 2023, are required to disclose that fact for the official record of the subject proceeding. Disclosures must include the amount of the campaign contribution and identify the recipient Board member and may be made either in writing to the Clerk of the Board of Supervisors prior to the subject hearing or by verbal disclosure at the time of the hearing.

WAYS TO PARTICIPATE, WATCH AND LISTEN DURING THE MEETING:

- 1) Attend in person in Board Chambers, Tehama County Administration Building, 727 Oak St., Red Bluff, CA 96080.
- 2) Listen and comment over the phone by calling: (530) 212-8376, conference code 933876. Press 5* to raise your hand to comment.
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PROVIDE PUBLIC COMMENT BEFORE THE MEETING BY:

- 1) Writing a letter to the Board of Supervisors at PO Box 250, Red Bluff, CA 96080.
- 2) Emailing: tcbos@tehama.gov. Written or emailed public comments received by 4:00 p.m. the day prior to the meeting will be provided to the Board members electronically or in written format and will become part of the public record.

PROVIDE PUBLIC COMMENT DURING THE MEETING BY:

- 1) In-Person: Board Chambers, Tehama County Administration Building, 727 Oak St., Red Bluff, CA 96080: Members of the public can provide comment in-person inside the Board of Supervisors' Chambers.
- 2) Over the Phone: Members of the public can call (530) 212-8376, conference code 933876.

Press 5* to raise your hand to comment. The public will be placed in a call-in queue until they are permitted into the meeting for comment.

COMMUNICATIONS received by the Board of Supervisors are on file and available for review in the Office of the Clerk of the Board.

MINUTES, AGENDAS, AGENDA MATERIAL, and ARCHIVED MATERIAL is available on our website at <https://tehamacounty.legistar.com/Calendar.aspx>



Tehama County

Agenda Request Form

File #: 26-0043

Agenda Date: 1/27/2026

Agenda #: 1.

GENERAL WARRANT REGISTER 12/28/25-01/10/26

Requested Action(s)

Financial Impact:

As Listed

Background Information:

[Click here to enter Background Info.](#)

Tehama County
TEBK400 - Check Register
Issue Dates between Dec 28, 2025 and Jan 10, 2026

Report Generated on: **Jan 12, 2026 8:22:46 AM**

Check Number	Check Date	Vendor	Vendor Name	Fund	Fund Description	Budget Unit-Account	Budget Unit Description	Description	Check Amount
00000713	12/29/2025	132340	ANTELOPE AUTO REPAIR LLC	108	SOCIAL SERVICES	5013-53170	SOCIAL SERVICES	MAINTENANCE OF EQUIPMENT	\$457.11
00000714	12/29/2025	100185	BEN'S TRUCK REPAIR INC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	Hose PR/IN	\$171.11
00000715	12/29/2025	123272	DOWN RANGE INDOOR TRAINING CEN	106	PUBLIC SAFETY	2037-53170	PROBATION	Replacement vest	\$886.88
00000716	12/29/2025	105814	MIKE'S HEATING AND AIR INC	101	GENERAL FUND	1074-53180	FACILITIES MAINT	5829	\$162.89
00000717	12/29/2025	101705	TEHAMA TIRE SERVICE	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	Retread Tire Repair	\$18.18
00000717	12/29/2025	101705	TEHAMA TIRE SERVICE	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	Shop Tires - Inv	\$2,429.68
00000718	12/29/2025	101719	THOMES CREEK ROCK	102	ROAD FUND	3011-53280	ROAD DEPARTMENT	Gravel For Pettyjohn Rd	\$183.03
00000719	12/30/2025	108325	STAPLES ADVANTAGE	106	PUBLIC SAFETY	2035-53220	DAY REPORTING CE	LA 1054406 INV.6048662385	\$29.70
00000719	12/30/2025	108325	STAPLES ADVANTAGE	106	PUBLIC SAFETY	2035-53220	DAY REPORTING CE	LA1054406 INV. 6048662381b	\$14.47
00000719	12/30/2025	108325	STAPLES ADVANTAGE	106	PUBLIC SAFETY	2037-53220	PROBATION	LA 1054406 INV# 6048662380	\$25.26
00000719	12/30/2025	108325	STAPLES ADVANTAGE	106	PUBLIC SAFETY	2037-53220	PROBATION	LA 1054406 INV.# 6048662381	\$25.25
00000719	12/30/2025	108325	STAPLES ADVANTAGE	106	PUBLIC SAFETY	2037-53220	PROBATION	LA1054406 INV. 6048662386	\$137.15
00000719	12/30/2025	108325	STAPLES ADVANTAGE	106	PUBLIC SAFETY	2037-53220	PROBATION	LA1054406 INV. 6048662389	\$40.18
00000719	12/30/2025	108325	STAPLES ADVANTAGE	106	PUBLIC SAFETY	2037-53220	PROBATION	LA1054406 INV. 6048662401	\$108.27
00000719	12/30/2025	108325	STAPLES ADVANTAGE	106	PUBLIC SAFETY	2037-53220	PROBATION	LA1054406 INV. 6048662407	\$607.98
00000719	12/30/2025	108325	STAPLES ADVANTAGE	106	PUBLIC SAFETY	2037-53220	PROBATION	LA1054406 INV.6048662400	\$108.62
00000720	12/31/2025	101705	TEHAMA TIRE SERVICE	220	TC SOLID WASTE M	4045-53170	TC/RB LANDFILL M	MAINTENANCE OF EQUIPMENT	\$283.48
00000721	01/06/2026	132340	ANTELOPE AUTO REPAIR LLC	101	GENERAL FUND	1074-53170	FACILITIES MAINT	64144	\$1,612.13
00000721	01/06/2026	132340	ANTELOPE AUTO REPAIR LLC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	Smog Inspection Veh #173	\$80.00

Tehama County
TEBK400 - Check Register
Issue Dates between Dec 28, 2025 and Jan 10, 2026

Report Generated on: **Jan 12, 2026 8:22:46 AM**

Check Number	Check Date	Vendor	Vendor Name	Fund	Fund Description	Budget Unit-Account	Budget Unit Description	Description	Check Amount
00000721	01/06/2026	132340	ANTELOPE AUTO REPAIR LLC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	Smog Inspection Veh #179	\$40.00
00000721	01/06/2026	132340	ANTELOPE AUTO REPAIR LLC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	Smog Inspection Veh #181	\$40.00
00000721	01/06/2026	132340	ANTELOPE AUTO REPAIR LLC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	Smog Inspection Veh #206	\$40.00
00000721	01/06/2026	132340	ANTELOPE AUTO REPAIR LLC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	Smog Inspection Veh #215	\$40.00
00000721	01/06/2026	132340	ANTELOPE AUTO REPAIR LLC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	Smog Inspection Veh #219	\$40.00
00000721	01/06/2026	132340	ANTELOPE AUTO REPAIR LLC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	Smog Inspection Veh #502 TCTC	\$40.00
00000721	01/06/2026	132340	ANTELOPE AUTO REPAIR LLC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	Smog Inspection Veh #60	\$40.00
00000722	01/06/2026	100439	CORNING FORD JEEP CHRYSLER DOD	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	Tube	\$161.19
00000723	01/06/2026	102493	HUE & CRY SECURITY	106	PUBLIC SAFETY	2035-53170	DAY REPORTING CE	DRC 778-780 Antelope Jan 2026	\$29.00
00000723	01/06/2026	102493	HUE & CRY SECURITY	106	PUBLIC SAFETY	2035-53170	DAY REPORTING CE	DRC SML 768 Antelope Jan '26	\$106.95
00000723	01/06/2026	102493	HUE & CRY SECURITY	106	PUBLIC SAFETY	2036-53230	JUVENILE HALL	JDF Ansul Monthly Jan 2026	\$50.00
00000723	01/06/2026	102493	HUE & CRY SECURITY	106	PUBLIC SAFETY	2036-53230	JUVENILE HALL	JDF Fire Alarm Jan 2026	\$325.00
00000723	01/06/2026	102493	HUE & CRY SECURITY	106	PUBLIC SAFETY	2036-53230	JUVENILE HALL	JDF Fire Monitoring Jan 2026	\$75.00
00000723	01/06/2026	102493	HUE & CRY SECURITY	106	PUBLIC SAFETY	2037-53230	PROBATION	1840 Walnut Fire Mon Jan 2026	\$80.00
00000724	01/06/2026	108325	STAPLES ADVANTAGE	101	GENERAL FUND	6021-53220	LIBRARY	LA 1054406	\$238.70
00000725	01/06/2026	101705	TEHAMA TIRE SERVICE	504	TCSLA GRANTS	50410-558013	TCSLA GRANTS	SB1383 LOCAL ASST PMT PGM	\$283.48
00000726	01/07/2026	132340	ANTELOPE AUTO REPAIR LLC	101	GENERAL FUND	5062-53170	COMMUNITY ACTION	CAA Car 35 Repair	\$367.93

Tehama County
TEBK400 - Check Register
Issue Dates between Dec 28, 2025 and Jan 10, 2026

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Check Number	Check Date	Vendor	Vendor Name	Fund	Fund Description	Budget Unit-Account	Budget Unit Description	Description	Check Amount
00000727	01/07/2026	100185	BEN'S TRUCK REPAIR INC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	AD-IP CART	\$313.63
00000727	01/07/2026	100185	BEN'S TRUCK REPAIR INC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	Core Return	(\$53.75)
00000728	01/07/2026	108325	STAPLES ADVANTAGE	101	GENERAL FUND	2061-53220	AGRICULTURE COMM	Toner, copy paper, blue paper	\$258.73
00000728	01/07/2026	108325	STAPLES ADVANTAGE	108	SOCIAL SERVICES	5013-53220	SOCIAL SERVICES	LA 1054406	\$341.72
00000729	01/07/2026	101719	THOMES CREEK ROCK	604	TC FLOOD ZONE #3	60410-53230	TC FLOOD ZONE #3	PROFESSIONAL/SPECIAL SERV	\$22,066.64
00000730	01/08/2026	132340	ANTELOPE AUTO REPAIR LLC	116	SENIOR NUTRITION	5063-53170	SENIOR NUTRITION	Auto Maint	\$309.12
00000731	01/08/2026	100185	BEN'S TRUCK REPAIR INC	102	ROAD FUND	3011-532801	ROAD DEPARTMENT	Car/Truck Foaming Wash	\$72.36
00000732	01/09/2026	108325	STAPLES ADVANTAGE	113	CHILD SUPPORT	5015-53220	CHILD SUPPORT SE	LA1054406	\$282.40
00000733	01/09/2026	101705	TEHAMA TIRE SERVICE	105	FIRE FUND	2042-53170	FIRE SCH C VOL	5287	\$4,293.28
00008236	01/07/2026	103422	KRISTIN LAMKIN	603	TC FLOOD CTRL/WA	60310-53210	TC FLOOD CTRL/WA	MEETING STIPEND 12/10/25	\$25.00
70883714	12/29/2025	112295	APEX TECHNOLOGY MANAGEMENT INC	101	GENERAL FUND	1073-53170	GENERAL SERVICES	TS1366306	\$17,651.40
70883715	12/29/2025	103939	AT&T	101	GENERAL FUND	6021-53120	LIBRARY	9391037345	\$359.89
70883715	12/29/2025	103939	AT&T	108	SOCIAL SERVICES	5013-53120	SOCIAL SERVICES	9391032900	\$62.21
70883715	12/29/2025	103939	AT&T	601	AIR POLLUTION DI	60110-53120	AIR POLLUTION DI	Acct#9391032872	\$44.25
70883716	12/29/2025	113573	AT&T U-VERSE	106	PUBLIC SAFETY	2035-53120	DAY REPORTING CE	AC 152445115-12/13-01/12/25	\$107.80
70883717	12/29/2025	133447	AUTOZONE DEVELOPMENT CORP	106	PUBLIC SAFETY	2028-53170	AUTO SHOP	11715864	\$1,064.81
70883718	12/29/2025	109358	BALDWIN CONTRACTING CO INC	102	ROAD FUND	3011-53280	ROAD DEPARTMENT	Wet Patch - UPM - District B	\$4,131.53
70883718	12/29/2025	109358	BALDWIN CONTRACTING	102	ROAD FUND	3011-53280	ROAD DEPARTMENT	Wwet Patch - UPM - District C	\$2,101.84

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			CO INC						
70883719	12/29/2025	107169	BAY ALARM	106	PUBLIC SAFETY	2027-53250	SHERIFF	411266	\$186.00
70883719	12/29/2025	107169	BAY ALARM	106	PUBLIC SAFETY	2027-53250	SHERIFF	411366	\$429.00
70883719	12/29/2025	107169	BAY ALARM	106	PUBLIC SAFETY	2028-53250	AUTO SHOP	519466	\$132.00
70883719	12/29/2025	107169	BAY ALARM	106	PUBLIC SAFETY	2032-53250	JAIL	1598066	\$311.00
70883720	12/29/2025	113496	BERNARD FOOD INDUSTRIES INC	106	PUBLIC SAFETY	2032-53130	JAIL	B141674-00001003	\$2,509.54
70883720	12/29/2025	113496	BERNARD FOOD INDUSTRIES INC	106	PUBLIC SAFETY	2032-53130	JAIL	LEMONDADE CAL/VIT POUCH	\$1,476.20
70883720	12/29/2025	113496	BERNARD FOOD INDUSTRIES INC	106	PUBLIC SAFETY	2032-53130	JAIL	ORANGE CAL/VIT POUCH	\$1,476.20
70883721	12/29/2025	102500	BHARAT JESRANI	106	PUBLIC SAFETY	2035-53260	DAY REPORTING CE	SML JAN-MAR 2026	\$40,000.00
70883722	12/29/2025	122025	BIMBO BAKERIES USA	106	PUBLIC SAFETY	2032-53130	JAIL	64-000010291-04	\$198.00
70883723	12/29/2025	129687	CALIFORNIA GRAND JURORS ASSOCI	101	GENERAL FUND	2016-53230	GRAND JURY	11001	\$1,850.00
70883724	12/29/2025	142466	CARREL'S OFFICE MACHINES	106	PUBLIC SAFETY	2037-53230	PROBATION	L7n4605121 thru 11/29/25	\$20.43
70883726	12/29/2025	V000287	CINTAS CORPORATION NO 2	102	ROAD FUND	3011-53110	ROAD DEPARTMENT	3x5 Black Mat	\$99.90
70883726	12/29/2025	V000287	CINTAS CORPORATION NO 2	102	ROAD FUND	3011-53140	ROAD DEPARTMENT	3x5 Black Mat	\$42.39
70883726	12/29/2025	V000287	CINTAS CORPORATION NO 2	102	ROAD FUND	3011-53140	ROAD DEPARTMENT	Shop Towels	\$96.30
70883726	12/29/2025	V000287	CINTAS CORPORATION NO 2	102	ROAD FUND	3011-532801	ROAD DEPARTMENT	Shop Towels	\$101.46
70883727	12/29/2025	100376	CITY OF RED BLUFF	101	GENERAL FUND	1073-5330014	GENERAL SERVICES	007396-000	\$233.38

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70883727	12/29/2025	100376	CITY OF RED BLUFF	101	GENERAL FUND	1073-53301	GENERAL SERVICES	005876-000	\$91.00
70883727	12/29/2025	100376	CITY OF RED BLUFF	101	GENERAL FUND	1076-53300	PROPERTY PLANNIN	006486-000	\$49.51
70883727	12/29/2025	100376	CITY OF RED BLUFF	106	PUBLIC SAFETY	2035-53300	DAY REPORTING CE	AC 007005 thru 12/02/25 DRC	\$29.90
70883728	12/29/2025	133517	CLEARGOV	101	GENERAL FUND	1105-53230	PROFESSIONAL COU	2025-18418	\$47,740.50
70883729	12/29/2025	135638	COMPREHENSIVE PSYCHIATRIC SOLU	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	JULY 2025	\$5,022.00
70883729	12/29/2025	135638	COMPREHENSIVE PSYCHIATRIC SOLU	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	PROFESSIONAL/SPECIAL SERV	\$1,655.00
70883730	12/29/2025	135923	CRUSADER FENCE CO LLC	108	SOCIAL SERVICES	5013-53180	SOCIAL SERVICES	MTCE STRUCT-IMPRV-GROUNDS	\$2,324.00
70883731	12/29/2025	T0014207	DFM ASSOCIATES	101	GENERAL FUND	1052-53170	ELECTIONS	Agmt 2023-136	\$1,966.00
70883732	12/29/2025	105685	DONALD EUGENE WOLFE DBA	101	GENERAL FUND	1014-53180	COUNTY ADMINISTR	47974	\$140.00
70883733	12/29/2025	127756	EMPOWER TEHAMA	106	PUBLIC SAFETY	2035-53230	DAY REPORTING CE	NOV 2025	\$6,062.58
70883734	12/29/2025	108526	EXPRESS PERSONNEL SERVICES INC	106	PUBLIC SAFETY	2027-53230	SHERIFF	33750345	\$1,466.08
70883734	12/29/2025	108526	EXPRESS PERSONNEL SERVICES INC	106	PUBLIC SAFETY	2032-53230	JAIL	33750345	\$1,165.20
70883735	12/29/2025	123262	EXPRESS SERVICES INC	108	SOCIAL SERVICES	5013-53230	SOCIAL SERVICES	PROFESSIONAL/SPECIAL SERV	\$20,122.00
70883736	12/29/2025	100693	GERLINGER'S	106	PUBLIC SAFETY	2032-53170	JAIL	TEHAMA CO SHERIFF'S OFFICE	\$12.56
70883737	12/29/2025	119865	GHD INC	102	ROAD FUND	3015-53230	ROAD CAPITAL PRO	99W & South Main Rehabilitatio	\$7,816.80
70883738	12/29/2025	142511	GRAINGER INC	101	GENERAL FUND	1014-53180	COUNTY ADMINISTR	830621579	\$9.89
70883738	12/29/2025	142511	GRAINGER INC	101	GENERAL FUND	1025-53180	PURCHASING	830621579	\$2.07
70883738	12/29/2025	142511	GRAINGER INC	101	GENERAL FUND	1031-53180	COUNTY COUNSEL	830621579	\$3.68
70883738	12/29/2025	142511	GRAINGER INC	101	GENERAL FUND	1041-53180	PERSONNEL	830621579	\$2.76

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70883738	12/29/2025	142511	GRAINGER INC	101	GENERAL FUND	1076-53180	PROPERTY PLANNIN	830621579	\$2.30
70883738	12/29/2025	142511	GRAINGER INC	107	RISK MANAGEMENT	1101-53180	RISK MANAGEMENT	830621579	\$2.30
70883739	12/29/2025	113113	GREEN WASTE OF TEHAMA	101	GENERAL FUND	1025-53180	PURCHASING	10091	\$102.43
70883740	12/29/2025	112612	INTERIM HEALTHCARE	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	SUPPORT AND CARE - OTHER	\$80.00
70883741	12/29/2025	128487	JBI LTD	106	PUBLIC SAFETY	2037-53230	PROBATION	4th QTR (Apr-June 2025)	\$618.15
70883742	12/29/2025	123038	MENDES SUPPLY COMPANY	106	PUBLIC SAFETY	2032-53140	JAIL	0007377	\$319.28
70883743	12/29/2025	124871	MEYERS POLICE K-9 TRAINING LLC	106	PUBLIC SAFETY	2027-53290	SHERIFF	Tehama Co Sheriff - observer	\$600.00
70883743	12/29/2025	124871	MEYERS POLICE K-9 TRAINING LLC	106	PUBLIC SAFETY	2027-53290	SHERIFF	Tehama Co Sheriff's - Ridgway	\$1,800.00
70883744	12/29/2025	128300	MICHELLE HICKOK	101	GENERAL FUND	1013-53220	CLERK OF THE BOA	T. Walker Signature Stamp	\$27.90
70883744	12/29/2025	128300	MICHELLE HICKOK	101	GENERAL FUND	1014-53220	COUNTY ADMINISTR	5007	\$474.91
70883744	12/29/2025	128300	MICHELLE HICKOK	101	GENERAL FUND	1014-53220	COUNTY ADMINISTR	5036	\$73.10
70883745	12/29/2025	116981	NORCAL PRESORT	101	GENERAL FUND	1026-53220	TAX COLLECTOR	B30434024 453PA25	\$77.21
70883746	12/29/2025	106919	NORTHERN CAL CHILD DEVELOPMENT	108	SOCIAL SERVICES	5013-532300	SOCIAL SERVICES	PROFESSION/SPEC OTHER	\$30,963.09
70883747	12/29/2025	101164	NORTHERN CALIFORNIA GLOVES	106	PUBLIC SAFETY	2036-53140	JUVENILE HALL	01583135A for JDF (gloves)	\$242.96
70883747	12/29/2025	101164	NORTHERN CALIFORNIA GLOVES	106	PUBLIC SAFETY	2037-53140	PROBATION	01583135b Probation (gloves)	\$242.97
70883748	12/29/2025	130684	O'REILLY AUTOMOTIVE INC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	Cabin Filter	\$59.42
70883748	12/29/2025	130684	O'REILLY AUTOMOTIVE INC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	Center Support Bearing	\$192.04

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70883748	12/29/2025	130684	O'REILLY AUTOMOTIVE INC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	Credit Memo - Parts	(\$121.80)
70883748	12/29/2025	130684	O'REILLY AUTOMOTIVE INC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	Oil Filter	\$193.35
70883748	12/29/2025	130684	O'REILLY AUTOMOTIVE INC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	Reflex Shock Absorber	\$142.34
70883748	12/29/2025	130684	O'REILLY AUTOMOTIVE INC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	Spark Plug Wire	\$426.77
70883748	12/29/2025	130684	O'REILLY AUTOMOTIVE INC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	Spark Plug Wire Set	\$80.51
70883748	12/29/2025	130684	O'REILLY AUTOMOTIVE INC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	Tree Car Air Freshener	\$185.35
70883748	12/29/2025	130684	O'REILLY AUTOMOTIVE INC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	Wheel Seal	\$100.20
70883748	12/29/2025	130684	O'REILLY AUTOMOTIVE INC	102	ROAD FUND	3011-53280	ROAD DEPARTMENT	Tree Car Air Freshener	\$36.50
70883749	12/29/2025	123562	OBSIDIAN	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	Network Outage - Before Hours	\$217.88
70883750	12/29/2025	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	1073-53301	GENERAL SERVICES	4908030240-6	\$33,316.94
70883750	12/29/2025	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	1073-53302	GENERAL SERVICES	4908030240-6	\$541.33
70883750	12/29/2025	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	2072-53300	SHERIFF - CORONE	9508521897-2	\$750.00
70883750	12/29/2025	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	7021-53300	PARKS & RECREATI	1009991541-4	\$425.54
70883750	12/29/2025	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	7021-53300	PARKS & RECREATI	1051658205-2	\$258.16
70883750	12/29/2025	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	7021-53300	PARKS & RECREATI	1338174927-7	\$15.98
70883750	12/29/2025	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	7021-53300	PARKS & RECREATI	1426862609	\$54.60
70883750	12/29/2025	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	7021-53300	PARKS & RECREATI	1478060154-9	\$24.64

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70883750	12/29/2025	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	7021-53300	PARKS & RECREATI	2217489076-8	\$18.01
70883750	12/29/2025	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	7021-53300	PARKS & RECREATI	8634990010-9	\$668.26
70883750	12/29/2025	101231	PACIFIC GAS & ELECTRIC	106	PUBLIC SAFETY	2027-53300	SHERIFF	3466590695-3	\$1,476.90
70883750	12/29/2025	101231	PACIFIC GAS & ELECTRIC	106	PUBLIC SAFETY	2027-53300	SHERIFF	9508521897-2	\$2,605.34
70883750	12/29/2025	101231	PACIFIC GAS & ELECTRIC	106	PUBLIC SAFETY	2027-53300	SHERIFF	9550188561-0	\$1,959.81
70883750	12/29/2025	101231	PACIFIC GAS & ELECTRIC	106	PUBLIC SAFETY	2028-53300	AUTO SHOP	0254503023-7	\$643.78
70883750	12/29/2025	101231	PACIFIC GAS & ELECTRIC	106	PUBLIC SAFETY	2031-53300	WORK FARM	7199495590-5	\$343.78
70883750	12/29/2025	101231	PACIFIC GAS & ELECTRIC	106	PUBLIC SAFETY	2035-53300	DAY REPORTING CE	Electric/Gas thru 12/14/25 DRC	\$706.04
70883750	12/29/2025	101231	PACIFIC GAS & ELECTRIC	712	TEHAMA MAJOR CRI	71210-53300	TEHAMA MAJOR CRI	9508521897-2	\$500.00
70883751	12/29/2025	123541	PACIFIC SKY CREATIVE INC	101	GENERAL FUND	1073-53170	GENERAL SERVICES	MAINTENANCE OF EQUIPMENT	\$260.00
70883752	12/29/2025	101241	PAINT MARTS	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	Prep Tack Cloths (18x18)	\$58.01
70883753	12/29/2025	117529	PRO PACIFIC	106	PUBLIC SAFETY	2032-53130	JAIL	61960	\$760.96
70883754	12/29/2025	108185	PRODUCERS DAIRY FOODS INC	106	PUBLIC SAFETY	2032-53130	JAIL	818652	\$560.45
70883755	12/29/2025	V000194	PUBLIC HEALTH ACCREDITATION BO	112	HEALTH SERVICES	40121-53230	PUBLIC HEALTH	PO 9699	\$5,600.00
70883756	12/29/2025	101371	RED BLUFF GLASS COMPANY	101	GENERAL FUND	1074-53170	FACILITIES MAINT	9271	\$403.06
70883757	12/29/2025	133774	SERVICEWALA STORES LLC	108	SOCIAL SERVICES	5013-53170	SOCIAL SERVICES	MAINTENANCE OF EQUIPMENT	\$28.33
70883758	12/29/2025	133774	SERVICEWALA STORES LLC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	Wheel Alignment - Year	\$129.99
70883759	12/29/2025	134907	SHASTA-TEHAMA-TRINITY	106	PUBLIC SAFETY	2036-53230	JUVENILE HALL	July '25 Expenses	\$445.97

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70883759	12/29/2025	134907	SHASTA-TEHAMA-TRINITY JOINT	106	PUBLIC SAFETY	2036-53230	JUVENILE HALL	MA2025-157 AUG EXPENSES	\$7,770.70
70883760	12/29/2025	101509	SHELBY'S PEST CONTROL INC	106	PUBLIC SAFETY	2027-53230	SHERIFF	13726	\$115.00
70883760	12/29/2025	101509	SHELBY'S PEST CONTROL INC	106	PUBLIC SAFETY	2032-53230	JAIL	16130	\$100.00
70883761	12/29/2025	107566	SYSCO	106	PUBLIC SAFETY	2032-53130	JAIL	619919	\$1,302.73
70883761	12/29/2025	107566	SYSCO	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	631155773a FOOD JDF	\$1,227.88
70883761	12/29/2025	107566	SYSCO	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	FOOD INV. 631155772a SNP	\$1,836.16
70883761	12/29/2025	107566	SYSCO	106	PUBLIC SAFETY	2036-53140	JUVENILE HALL	631155772B HSLD SNP	\$236.23
70883761	12/29/2025	107566	SYSCO	106	PUBLIC SAFETY	2036-53140	JUVENILE HALL	JDF HLD 631155773B	\$438.64
70883762	12/29/2025	109469	TERESA CURIEL TRUSTEE	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	SUPPORT AND CARE - OTHER	\$76.71
70883763	12/29/2025	108461	TERI COLLINS	101	GENERAL FUND	2078-53170	DIV OF ANIMAL SE	PO 57209 Clipper Sharpen x9	\$54.00
70883764	12/29/2025	115214	PAPE' TRUCKS INC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	Button Door Sill	\$20.98
70883764	12/29/2025	115214	PAPE' TRUCKS INC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	Grommet - Rubber	\$12.51
70883764	12/29/2025	115214	PAPE' TRUCKS INC	102	ROAD FUND	3011-532801	ROAD DEPARTMENT	CleanBlue Diesel Exhaust Fluid	\$735.10
70883765	12/29/2025	134948	UBEO MIDCO LLC	106	PUBLIC SAFETY	2027-53220	SHERIFF	5297920	\$2,062.16
70883765	12/29/2025	134948	UBEO MIDCO LLC	106	PUBLIC SAFETY	2027-53250	SHERIFF	5297920	\$1,021.75
70883766	12/29/2025	105075	US FOODS INC	106	PUBLIC SAFETY	2032-53130	JAIL	3370715	\$2,657.36
70883766	12/29/2025	105075	US FOODS INC	106	PUBLIC SAFETY	2032-53140	JAIL	3370715	\$105.76
70883767	12/29/2025	136143	VESTIS SERVICES LLC	106	PUBLIC SAFETY	2028-53230	AUTO SHOP	176371000	\$145.28
70883767	12/29/2025	136143	VESTIS SERVICES LLC	106	PUBLIC SAFETY	2032-53110	JAIL	19972552	\$108.27
70883768	12/29/2025	125548	VIRTUAL PROJECT	102	ROAD FUND	3015-53170	ROAD CAPITAL PRO	CAPITAL PROJECT SYSTEM	\$1,250.00

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			MANAGER LLC					MGMT De	
70883769	12/29/2025	113681	WORLD TELECOM INC	106	PUBLIC SAFETY	2036-53230	JUVENILE HALL	INSTALLED UPDATED LICENSE	\$604.15
70883769	12/29/2025	113681	WORLD TELECOM INC	106	PUBLIC SAFETY	2036-53230	JUVENILE HALL	Reset B pod Camera	\$125.00
70883770	12/29/2025	V000834	ZERO9 HOLSTERS	106	PUBLIC SAFETY	2027-532214	SHERIFF	Tehama Co CA SO	\$61.61
70883771	12/29/2025	134242	AMAZON CAPITAL SERVICES INC	101	GENERAL FUND	1025-53210	PURCHASING	Annual Membership	\$837.43
70883771	12/29/2025	134242	AMAZON CAPITAL SERVICES INC	101	GENERAL FUND	1025-53210	PURCHASING	December invoices	\$12,104.60
70883772	12/29/2025	V000838	ASHLEE HENSLEY	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	SUPPORT AND CARE - OTHER	\$25.00
70883773	12/29/2025	117161	AT&T MOBILITY/CINGULAR WIRELES	102	ROAD FUND	3011-53120	ROAD DEPARTMENT	Communications - Hot Spot 1/2	\$80.48
70883774	12/29/2025	V000840	B A LAKE MANAGEMENT LLC	101	GENERAL FUND	5062-55400	COMMUNITY ACTION	CAA HDAP client #91	\$890.00
70883775	12/29/2025	128952	CCBSA	101	GENERAL FUND	1013-53200	CLERK OF THE BOA	Membership Renewal	\$550.00
70883776	12/29/2025	111001	ELLISON HOUSING CORP DBA	101	GENERAL FUND	5062-55400	COMMUNITY ACTION	CAA Dep Case 217	\$630.00
70883777	12/29/2025	136121	HUNT & SONS LLC	101	GENERAL FUND	1011-532982	BOARD OF SUPERVI	fuel for rental car CSAC	\$29.65
70883777	12/29/2025	136121	HUNT & SONS LLC	101	GENERAL FUND	1011-532984	BOARD OF SUPERVI	fuel for rental car CSAC	\$29.66
70883778	12/29/2025	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	5062-55400	COMMUNITY ACTION	5781346843-6	\$1,778.00
70883779	12/29/2025	101232	PACIFIC GAS & ELECTRIC	102	ROAD FUND	3015-55470	ROAD CAPITAL PRO	Electric Distribution Relocati	\$70,078.09
70883780	12/29/2025	113673	POOR AND THE HOMELESS	108	SOCIAL SERVICES	5013-53230	SOCIAL SERVICES	PROFESSIONAL/SPECIAL SERV	\$50,000.00
70883781	12/29/2025	108794	POSTMASTER	108	SOCIAL SERVICES	5013-53220	SOCIAL SERVICES	OFFICE EXPENSE	\$2,120.00
70883782	12/29/2025	109398	TEHAMA CO	112	HEALTH SERVICES	40131-55407	MENTAL HEALTH	SUSAN KURZ	\$300.00

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			CONSERVATOR/PUB GUAR						
70883783	12/29/2025	109398	TEHAMA CO CONSERVATOR/PUB GUAR	112	HEALTH SERVICES	40131-55407	MENTAL HEALTH	JOHN PEREZ	\$150.00
70883784	12/29/2025	109469	TERESA CURIEL TRUSTEE	108	SOCIAL SERVICES	5013-53140	SOCIAL SERVICES	HOUSEHOLD EXPENSE	\$1.52
70883785	12/29/2025	118435	UC DAVIS CONTINUING	108	SOCIAL SERVICES	5013-53290	SOCIAL SERVICES	G001345	\$127.50
70883786	12/29/2025	118435	UC DAVIS CONTINUING	108	SOCIAL SERVICES	5013-53290	SOCIAL SERVICES	G001345	\$1,402.50
70883787	12/29/2025	118435	UC DAVIS CONTINUING	108	SOCIAL SERVICES	5013-53290	SOCIAL SERVICES	G001345	\$255.00
70883788	12/29/2025	T0011128	WASHOE COUNTY RECORDER	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	SUPPORT AND CARE - OTHER	\$15.00
70883789	12/30/2025	113573	AT&T U-VERSE	101	GENERAL FUND	7032-53300	LOS MOLINOS VETE	313162812	\$119.83
70883790	12/30/2025	107169	BAY ALARM	108	SOCIAL SERVICES	5013-53140	SOCIAL SERVICES	890266	\$631.20
70883791	12/30/2025	V000068	BAYLIE COTTON	101	GENERAL FUND	101-102254	NOT APPLICABLE	ADPP PAY 12/1-12/31	\$2,255.00
70883792	12/30/2025	T00854	CHARLENE A HANDEL ETAL	300	C/Y UNSECURED	300-301800	NOT APPLICABLE	027370035000 2022	\$14.07
70883792	12/30/2025	T00854	CHARLENE A HANDEL ETAL	300	C/Y UNSECURED	300-301800	NOT APPLICABLE	027370035000 2023	\$14.37
70883792	12/30/2025	T00854	CHARLENE A HANDEL ETAL	300	C/Y UNSECURED	300-301800	NOT APPLICABLE	027370035000 2024	\$14.18
70883793	12/30/2025	100376	CITY OF RED BLUFF	101	GENERAL FUND	1014-53300	COUNTY ADMINISTR	006389-000	\$11.36
70883793	12/30/2025	100376	CITY OF RED BLUFF	101	GENERAL FUND	1025-53300	PURCHASING	006389-000	\$2.38
70883793	12/30/2025	100376	CITY OF RED BLUFF	101	GENERAL FUND	1031-53300	COUNTY COUNSEL	006389-000	\$4.24
70883793	12/30/2025	100376	CITY OF RED BLUFF	101	GENERAL FUND	1041-53300	PERSONNEL	006389-000	\$3.17
70883793	12/30/2025	100376	CITY OF RED BLUFF	101	GENERAL FUND	1076-53300	PROPERTY PLANNIN	006389-000	\$2.64
70883793	12/30/2025	100376	CITY OF RED BLUFF	101	GENERAL FUND	7033-53300	RED BLUFF VETERA	005638-000	\$150.43

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70883793	12/30/2025	100376	CITY OF RED BLUFF	106	PUBLIC SAFETY	2027-53300	SHERIFF	005683	\$25.84
70883793	12/30/2025	100376	CITY OF RED BLUFF	106	PUBLIC SAFETY	2027-53300	SHERIFF	005916	\$175.57
70883793	12/30/2025	100376	CITY OF RED BLUFF	106	PUBLIC SAFETY	2028-53300	AUTO SHOP	006775	\$32.63
70883793	12/30/2025	100376	CITY OF RED BLUFF	106	PUBLIC SAFETY	2032-53300	JAIL	005686	\$2,266.94
70883793	12/30/2025	100376	CITY OF RED BLUFF	107	RISK MANAGEMENT	1101-53300	RISK MANAGEMENT	006389-000	\$2.64
70883793	12/30/2025	100376	CITY OF RED BLUFF	108	SOCIAL SERVICES	5013-53300	SOCIAL SERVICES	005573-000	\$237.34
70883794	12/30/2025	L207805	COLONIAL LIFE AND ACCIDENT INS	265	COUNTY P/R TRUST	265-207805	NOT APPLICABLE	MCKENZIE 7465	\$114.41
70883795	12/30/2025	100441	CORNING HEALTHCARE DISTRICT	108	SOCIAL SERVICES	5013-53260	SOCIAL SERVICES	JAN 2026 RENT 1714	\$7,437.32
70883795	12/30/2025	100441	CORNING HEALTHCARE DISTRICT	112	HEALTH SERVICES	40121-53260	PUBLIC HEALTH	JAN 2026 RENT 1714	\$2,431.07
70883795	12/30/2025	100441	CORNING HEALTHCARE DISTRICT	112	HEALTH SERVICES	40131-53260	MENTAL HEALTH	JAN 2026 RENT 1714	\$876.21
70883795	12/30/2025	100441	CORNING HEALTHCARE DISTRICT	112	HEALTH SERVICES	40171-53260	DRUG & ALCOHOL	JAN 2026 RENT 1714	\$876.21
70883796	12/30/2025	120435	DANIEL R KENNEDY	101	GENERAL FUND	5062-53260	COMMUNITY ACTION	1007112	\$150.00
70883796	12/30/2025	120435	DANIEL R KENNEDY	108	SOCIAL SERVICES	5013-53260	SOCIAL SERVICES	1007112	\$490.00
70883797	12/30/2025	129818	DEPARTMENT OF INDUSTRIAL RELAT	101	GENERAL FUND	1014-53230	COUNTY ADMINISTR	PROFESSIONAL/SPECIAL SERV	\$96.75
70883797	12/30/2025	129818	DEPARTMENT OF INDUSTRIAL RELAT	101	GENERAL FUND	1025-53230	PURCHASING	PROFESSIONAL/SPECIAL SERV	\$20.25
70883797	12/30/2025	129818	DEPARTMENT OF INDUSTRIAL RELAT	101	GENERAL FUND	1031-53230	COUNTY COUNSEL	PROFESSIONAL/SPECIAL SERV	\$36.00

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70883797	12/30/2025	129818	DEPARTMENT OF INDUSTRIAL RELAT	101	GENERAL FUND	1041-53230	PERSONNEL	PROFESSIONAL/SPECIAL SERV	\$27.00
70883797	12/30/2025	129818	DEPARTMENT OF INDUSTRIAL RELAT	101	GENERAL FUND	1076-53230	PROPERTY PLANNIN	PROFESSIONAL/SPECIAL SERV	\$22.50
70883797	12/30/2025	129818	DEPARTMENT OF INDUSTRIAL RELAT	107	RISK MANAGEMENT	1101-53230	RISK MANAGEMENT	PROFESSIONAL/SPECIAL SERV	\$22.50
70883798	12/30/2025	103045	DEPT OF JUSTICE	101	GENERAL FUND	1105-532312	PROFESSIONAL COU	215074	\$665.00
70883799	12/30/2025	136051	ELIOR INC	116	SENIOR NUTRITION	5063-53130	SENIOR NUTRITION	A7022	\$4,200.00
70883800	12/30/2025	127735	FASTRAK INVOICE PROCESSING DEP	101	GENERAL FUND	2073-53291	PUB GUARDIAN / P	License # CA 1525493	\$8.00
70883800	12/30/2025	127735	FASTRAK INVOICE PROCESSING DEP	101	GENERAL FUND	2073-53291	PUB GUARDIAN / P	Lincese 1525493	\$8.00
70883801	12/30/2025	142511	GRAINGER INC	102	ROAD FUND	3011-53180	ROAD DEPARTMENT	Compressor Pump 1/2 HP	\$281.73
70883801	12/30/2025	142511	GRAINGER INC	102	ROAD FUND	3011-53190	ROAD DEPARTMENT	Gauze Pad	\$18.02
70883802	12/30/2025	134656	HUMBOLDT MOVING & STORAGE CO I	113	CHILD SUPPORT	5015-53230	CHILD SUPPORT SE	32491	\$50.40
70883803	12/30/2025	136121	HUNT & SONS LLC	101	GENERAL FUND	2011-53291	DA VICTIM/WITNES	6242	\$62.14
70883803	12/30/2025	136121	HUNT & SONS LLC	105	FIRE FUND	2042-53291	FIRE SCH C VOL	893786	\$2,240.60
70883803	12/30/2025	136121	HUNT & SONS LLC	105	FIRE FUND	2042-53291	FIRE SCH C VOL	899012	\$1,008.27
70883803	12/30/2025	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2007-53291	DA WELFARE FRAUD	6242	\$283.59
70883803	12/30/2025	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2013-53291	DISTRICT ATTORNE	6242	\$546.47
70883803	12/30/2025	136121	HUNT & SONS LLC	108	SOCIAL SERVICES	5013-53291	SOCIAL SERVICES	6041	\$1,525.49
70883803	12/30/2025	136121	HUNT & SONS LLC	116	SENIOR NUTRITION	5063-53291	SENIOR NUTRITION	6035	\$314.19

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70883804	12/30/2025	T00853	JOHN E TRIPLETT JR ETAL	307	CURRENT YEAR SEC	307-301800	NOT APPLICABLE	033120034000 2024	\$133.23
70883805	12/30/2025	101699	JOHN W CORNELISON DBA	105	FIRE FUND	2042-53170	FIRE SCH C VOL	52974	\$6.44
70883805	12/30/2025	101699	JOHN W CORNELISON DBA	106	PUBLIC SAFETY	2013-53220	DISTRICT ATTORNE	52914	\$10.00
70883805	12/30/2025	101699	JOHN W CORNELISON DBA	108	SOCIAL SERVICES	5013-53170	SOCIAL SERVICES	MAINTENANCE OF EQUIPMENT	\$37.61
70883806	12/30/2025	106774	KIMBALL-MIDWEST	105	FIRE FUND	2042-53170	FIRE SCH C VOL	104032752	\$638.94
70883807	12/30/2025	123948	LEXIS NEXIS RISK SOLUTIONS	108	SOCIAL SERVICES	5013-532300	SOCIAL SERVICES	1465107	\$695.60
70883808	12/30/2025	120024	MARILYN J WOOLEY PH D	106	PUBLIC SAFETY	2027-53230	SHERIFF	TCSO - CASANOVA, J	\$500.00
70883808	12/30/2025	120024	MARILYN J WOOLEY PH D	106	PUBLIC SAFETY	2032-53230	JAIL	TCSO - MIKEC, D	\$500.00
70883809	12/30/2025	123687	MCI COMM SERVICE	106	PUBLIC SAFETY	2027-53120	SHERIFF	7DF80477	\$36.35
70883810	12/30/2025	101180	NVCSS	108	SOCIAL SERVICES	5013-53230	SOCIAL SERVICES	PROFESSIONAL/SPECIAL SERV	\$10,094.71
70883811	12/30/2025	130684	O'REILLY AUTOMOTIVE INC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	Ignition Coil Plug	\$595.02
70883812	12/30/2025	104757	OFFICE DEPOT (BUSINESS SVCS DI	101	GENERAL FUND	4011-53220	ENVIRONMENTAL HE	44149	\$62.23
70883813	12/30/2025	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	1014-53300	COUNTY ADMINISTR	UTILITIES	\$1,741.48
70883813	12/30/2025	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	1025-53300	PURCHASING	UTILITIES	\$364.50
70883813	12/30/2025	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	1031-53300	COUNTY COUNSEL	UTILITIES	\$647.98
70883813	12/30/2025	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	1041-53300	PERSONNEL	UTILITIES	\$485.99
70883813	12/30/2025	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	1076-53300	PROPERTY PLANNIN	UTILITIES	\$405.00
70883813	12/30/2025	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	7031-53300	CORNING VETERANS	2814804099-2	\$160.50
70883813	12/30/2025	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	7031-53300	CORNING VETERANS	2856470763-7	\$92.37

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70883813	12/30/2025	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	7032-53300	LOS MOLINOS VETE	9263246164-3	\$487.92
70883813	12/30/2025	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	7032-53300	LOS MOLINOS VETE	9304912828-8	\$12.82
70883813	12/30/2025	101231	PACIFIC GAS & ELECTRIC	105	FIRE FUND	2042-53300	FIRE SCH C VOL	9304912828-8	\$12.82
70883813	12/30/2025	101231	PACIFIC GAS & ELECTRIC	105	FIRE FUND	2042-53300	FIRE SCH C VOL	UTILITIES	\$447.19
70883813	12/30/2025	101231	PACIFIC GAS & ELECTRIC	107	RISK MANAGEMENT	1101-53300	RISK MANAGEMENT	UTILITIES	\$405.00
70883813	12/30/2025	101231	PACIFIC GAS & ELECTRIC	113	CHILD SUPPORT	5015-53300	CHILD SUPPORT SE	UTILITIES	\$1,128.39
70883815	12/30/2025	101267	PEERLESS BUILDING MAINT INC	108	SOCIAL SERVICES	5013-53140	SOCIAL SERVICES	HOUSEHOLD EXPENSE	\$8,055.55
70883816	12/30/2025	102904	PITNEY BOWES	108	SOCIAL SERVICES	5013-53250	SOCIAL SERVICES	RENT/LEASE OF EQUIPMENT	\$409.44
70883817	12/30/2025	117529	PRO PACIFIC	106	PUBLIC SAFETY	2032-53130	JAIL	61960	\$437.91
70883817	12/30/2025	117529	PRO PACIFIC	106	PUBLIC SAFETY	2032-53140	JAIL	61960	\$27.89
70883818	12/30/2025	108185	PRODUCERS DAIRY FOODS INC	106	PUBLIC SAFETY	2032-53130	JAIL	818652	\$468.06
70883819	12/30/2025	113400	R & R QUALITY MEATS	106	PUBLIC SAFETY	2032-53130	JAIL	TEHAMA CO JAIL	\$246.29
70883820	12/30/2025	T00852	RITA M GIROUX ETAL	307	CURRENT YEAR SEC	307-301800	NOT APPLICABLE	039090003000 2022	\$5.12
70883820	12/30/2025	T00852	RITA M GIROUX ETAL	307	CURRENT YEAR SEC	307-301800	NOT APPLICABLE	039090003000 2023	\$5.15
70883820	12/30/2025	T00852	RITA M GIROUX ETAL	307	CURRENT YEAR SEC	307-301800	NOT APPLICABLE	039090003000 2024	\$5.12
70883820	12/30/2025	T00852	RITA M GIROUX ETAL	307	CURRENT YEAR SEC	307-301800	NOT APPLICABLE	039090003000 2025	\$5.13
70883821	12/30/2025	133774	SERVICEWALA STORES LLC	108	SOCIAL SERVICES	5013-53170	SOCIAL SERVICES	MAINTENANCE OF EQUIPMENT	\$181.74

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70883822	12/30/2025	101509	SHELBY'S PEST CONTROL INC	101	GENERAL FUND	7032-53180	LOS MOLINOS VETE	21400	\$60.00
70883822	12/30/2025	101509	SHELBY'S PEST CONTROL INC	101	GENERAL FUND	7032-53180	LOS MOLINOS VETE	MTCE STRUCT-IMPRV-GROUNDS	\$0.00
70883822	12/30/2025	101509	SHELBY'S PEST CONTROL INC	108	SOCIAL SERVICES	5013-53180	SOCIAL SERVICES	MTCE STRUCT-IMPRV-GROUNDS	\$145.00
70883823	12/30/2025	135605	SPECTRUM	101	GENERAL FUND	7033-53120	RED BLUFF VETERA	8413120110065364	\$136.25
70883824	12/30/2025	135434	SSP DATA INC	108	SOCIAL SERVICES	5013-53170	SOCIAL SERVICES	MAINTENANCE OF EQUIPMENT	\$21,944.00
70883825	12/30/2025	V000842	STATE CENTER COMMUNITY COLLEGE	712	TEHAMA MAJOR CRI	71210-53290	TEHAMA MAJOR CRI	ICI Major Drugs Course - BAIN,	\$2,507.00
70883826	12/30/2025	134591	STEPHEN A DYKE	106	PUBLIC SAFETY	2027-532214	SHERIFF	1694	\$60.19
70883827	12/30/2025	107566	SYSCO	106	PUBLIC SAFETY	2035-53130	DAY REPORTING CE	DRC FOOLD AC 346486	\$219.67
70883828	12/30/2025	110815	T-MOBILE USA	106	PUBLIC SAFETY	2027-53280	SHERIFF	2007749	\$115.00
70883828	12/30/2025	110815	T-MOBILE USA	712	TEHAMA MAJOR CRI	71210-53280	TEHAMA MAJOR CRI	2007749	\$50.00
70883829	12/30/2025	111265	TCEAC	106	PUBLIC SAFETY	2013-53200	DISTRICT ATTORNE	MEMBERSHIPS & DUES	\$65.00
70883830	12/30/2025	L208136	TEAMSTERS 137	265	COUNTY P/R TRUST	265-208136	NOT APPLICABLE	UNION DUES	\$1,155.00
70883831	12/30/2025	V000184	TECHNICAL RESOURCE MANAGEMENT	108	SOCIAL SERVICES	5013-532300	SOCIAL SERVICES	PROFESSION/SPEC OTHER	\$753.00
70883832	12/30/2025	108732	TONY'S REFRIGERATION INC	101	GENERAL FUND	7033-53170	RED BLUFF VETERA	VFW-RB	\$452.13
70883833	12/30/2025	109466	TREASURY MANAGEMENT SERVICES	106	PUBLIC SAFETY	2027-53230	SHERIFF	1-534-0179-3416	\$89.61
70883834	12/30/2025	115894	WESTERN BUSINESS PRODUCTS	113	CHILD SUPPORT	5015-53170	CHILD SUPPORT SE	MAINTENANCE OF EQUIPMENT	\$93.38

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70883835	12/30/2025	113681	WORLD TELECOM INC	106	PUBLIC SAFETY	2036-53230	JUVENILE HALL	JDF -Delete International line	\$62.50
70883836	12/30/2025	T00855	ANDREW J & JAMIE WILLIAMS	421	TAX COLLECTOR TR	421-301311	NOT APPLICABLE	102-130-005-000 2025	\$25.00
70883839	12/30/2025	133935	BRIAN LAIR	265	COUNTY P/R TRUST	265-207801	NOT APPLICABLE	PERS REPAY PPE 11/29/25	\$579.14
70883841	12/30/2025	130673	DAVID WILLIAMS	102	ROAD FUND	3011-53110	ROAD DEPARTMENT	SAFETY BOOTS 2025	\$179.82
70883844	12/30/2025	V000844	DUSTIN MCQUILLAN	265	COUNTY P/R TRUST	265-207825	NOT APPLICABLE	UNIFORM ADVANCE 2025	\$360.00
70883845	12/30/2025	106364	EDWARD MCCULLOUGH	106	PUBLIC SAFETY	2027-53290	SHERIFF	CERTIFIED EXAMINERS CIURSE	\$471.00
70883846	12/30/2025	111001	ELLISON HOUSING CORP DBA	101	GENERAL FUND	5062-55400	COMMUNITY ACTION	Security Dep Case 112	\$547.00
70883847	12/30/2025	115951	FRONTIER	605	TC SANITATION DI	60510-53120	TC SANITATION DI	Communications December 2025	\$108.66
70883848	12/30/2025	133658	GRIFFIN GORMLEY	102	ROAD FUND	3011-53110	ROAD DEPARTMENT	SAFETY BOOTS 2025	\$135.14
70883850	12/30/2025	124134	JAMIE CASTRO	265	COUNTY P/R TRUST	265-207801	NOT APPLICABLE	PERS REPAY	\$34.17
70883852	12/30/2025	V000845	JUAN CASANOVA	265	COUNTY P/R TRUST	265-207825	NOT APPLICABLE	UNIFORM ADVANCE	\$360.00
70883853	12/30/2025	133058	JUSTIN NICHOLLS	102	ROAD FUND	3011-53110	ROAD DEPARTMENT	SAFETY BOOTS 2025	\$290.22
70883855	12/30/2025	112431	MATT RODRIGUEZ	102	ROAD FUND	3011-53110	ROAD DEPARTMENT	SAFETY BOOTS 2025	\$300.00
70883856	12/30/2025	V000550	MONICA SCHWEINFURTH	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	SUPPORT AND CARE - OTHER	\$300.00
70883857	12/30/2025	V000221	NATALIE SHEPARD	112	HEALTH SERVICES	40131-53290	MENTAL HEALTH	CBHDA 10/22-10/24/2025	\$247.86
70883858	12/30/2025	117276	NICHOLE BETHUREM	101	GENERAL FUND	1052-53290	ELECTIONS	CACEO NEW LAW TRAVEL 12/2025	\$844.18
70883859	12/30/2025	101232	PACIFIC GAS & ELECTRIC	605	TC SANITATION DI	60510-53300	TC SANITATION DI	6227612264-5	\$298.90
70883861	12/30/2025	V000841	POWERWEST PROPERTIES	101	GENERAL FUND	5062-55400	COMMUNITY	Security Dep Case 218	\$599.00

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			INC				ACTION		
70883862	12/30/2025	119867	PUCKETT RESIDENTIAL SERVICES,	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	SUPPORT AND CARE - OTHER	\$1,254.27
70883863	12/30/2025	V000847	ROBERT HANSON	101	GENERAL FUND	1074-53110	FACILITIES MAINT	SAFETY BOOTS 2025	\$145.45
70883864	12/30/2025	121688	SANDY PHILLIPS	102	ROAD FUND	3011-53110	ROAD DEPARTMENT	SAFETY BOOTS 2025	\$279.45
70883865	12/30/2025	119999	TONYA MOORE	265	COUNTY P/R TRUST	265-207801	NOT APPLICABLE	PERS REPAY 12/2025	\$438.03
70883866	12/30/2025	V000846	VICTOR COLLADO CHACON	265	COUNTY P/R TRUST	265-207825	NOT APPLICABLE	UNIFORM ADVANCE	\$360.00
70883868	12/31/2025	V000728	ALICAT SCIENTIFIC INC	601	AIR POLLUTION DI	60110-57608	AIR POLLUTION DI	PO429069	\$2,310.04
70883869	12/31/2025	122809	AMERICAN JANITORIAL & MAINTENA	220	TC SOLID WASTE M	4045-53230	TC/RB LANDFILL M	19617	\$475.00
70883870	12/31/2025	112295	APEX TECHNOLOGY MANAGEMENT INC	220	TC SOLID WASTE M	4045-53170	TC/RB LANDFILL M	MAINTENANCE OF EQUIPMENT	\$148.28
70883871	12/31/2025	103939	AT&T	101	GENERAL FUND	1023-53120	ASSESSOR	inv24514242	\$31.88
70883872	12/31/2025	107169	BAY ALARM	101	GENERAL FUND	1074-53230	FACILITIES MAINT	808766	\$185.85
70883873	12/31/2025	V000092	BOUCHER LAW PC	107	RISK MANAGEMENT	1101-53315	RISK MANAGEMENT	INVESTIGATIONS	\$2,937.00
70883874	12/31/2025	132756	CALEPA OFFICE OF DEPUTY SECRET	399	DEPARTMENT CLEAR	399-207761	NOT APPLICABLE	CO522166	\$240.74
70883875	12/31/2025	134815	CALIFORNIA ASSESSORS' ASSOCIAT	101	GENERAL FUND	1023-53170	ASSESSOR	inv202510104A BOS 25-2162 appr	\$650.00
70883876	12/31/2025	134815	CALIFORNIA ASSESSORS' ASSOCIAT	101	GENERAL FUND	1023-53170	ASSESSOR	inv202510104B BOS 25-2162 appr	\$500.00
70883877	12/31/2025	111006	CALIFORNIA HIGHWAY PATROL	712	TEHAMA MAJOR CRI	71210-471122	TEHAMA MAJOR CRI	2025-130-008	\$658.95

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70883878	12/31/2025	142466	CARREL'S OFFICE MACHINES	106	PUBLIC SAFETY	2036-53170	JUVENILE HALL	SN# L7N3801370 thru 11/29/25	\$107.13
70883879	12/31/2025	142466	CARREL'S OFFICE MACHINES	101	GENERAL FUND	1023-53220	ASSESSOR	invAR80615 PA-384PA25	\$144.34
70883880	12/31/2025	142466	CARREL'S OFFICE MACHINES	101	GENERAL FUND	1023-53220	ASSESSOR	invAR78840 PA 384PA25	\$38.51
70883881	12/31/2025	142466	CARREL'S OFFICE MACHINES	101	GENERAL FUND	1023-53220	ASSESSOR	invAR76206 PA384PA25	\$24.82
70883882	12/31/2025	100375	CITY OF CORNING	405	PUBLIC SFTY AUGM	40510-55622	PUBLIC SFTY AUGM	PROP 172 COLL 11/16/25-12/15/2	\$2,960.57
70883883	12/31/2025	100376	CITY OF RED BLUFF	405	PUBLIC SFTY AUGM	40510-55623	PUBLIC SFTY AUGM	PROP 172 COLL 11/16/25-12/15/2	\$10,382.22
70883884	12/31/2025	109759	DEPT OF SOCIAL SERVICES	422	D-5011 TRUST	422-301800	NOT APPLICABLE	FUND BALANCE	\$1,122.52
70883885	12/31/2025	104716	DIVERSIFIED SERVICES/COPY CENT	101	GENERAL FUND	1023-53220	ASSESSOR	inv 25885 PA459PA25	\$2,699.07
70883886	12/31/2025	126292	DOCS MEDICAL GROUP	101	GENERAL FUND	4011-53230	ENVIRONMENTAL HE	67141	\$60.00
70883886	12/31/2025	126292	DOCS MEDICAL GROUP	101	GENERAL FUND	4011-53230	ENVIRONMENTAL HE	PROFESSIONAL/SPECIAL SERV	\$110.00
70883887	12/31/2025	132919	ELEVATOR TECHNOLOGY INC	101	GENERAL FUND	1076-53180	PROPERTY PLANNIN	109495	\$3,420.00
70883888	12/31/2025	136121	HUNT & SONS LLC	101	GENERAL FUND	2062-53291	CODE/MARIJUANA E	6176	\$251.88
70883888	12/31/2025	136121	HUNT & SONS LLC	101	GENERAL FUND	4011-53291	ENVIRONMENTAL HE	6012	\$198.31
70883889	12/31/2025	136121	HUNT & SONS LLC	101	GENERAL FUND	1023-53291	ASSESSOR	acc 6097 PO B-428170-25	\$62.50
70883890	12/31/2025	136121	HUNT & SONS LLC	101	GENERAL FUND	1023-53291	ASSESSOR	inv893813 ac6097	\$33.42

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								PAB-428170-25	
70883891	12/31/2025	119531	MID PACIFIC ENGINEERING INC	103	CAPITAL OUTLAY	1081-57586	PLANT ACQUISITIO	JAIL RE-ENTRY	\$1,316.10
70883892	12/31/2025	116981	NORCAL PRESORT	101	GENERAL FUND	1023-53220	ASSESSOR	inv163593 PA 453PA25	\$37.10
70883893	12/31/2025	116981	NORCAL PRESORT	101	GENERAL FUND	1023-53220	ASSESSOR	inv163741 PA453PA25	\$166.00
70883894	12/31/2025	116981	NORCAL PRESORT	101	GENERAL FUND	1023-53220	ASSESSOR	inv163888 PA453PA25	\$82.88
70883895	12/31/2025	130684	O'REILLY AUTOMOTIVE INC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	A/F Minder 24800	\$167.76
70883895	12/31/2025	130684	O'REILLY AUTOMOTIVE INC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	Ignition Coil Set	\$552.17
70883896	12/31/2025	122810	TRANSUNION RISK	101	GENERAL FUND	1026-53220	TAX COLLECTOR	1353487 018PA21	\$100.00
70883897	12/31/2025	117079	VERIZON WIRELESS	101	GENERAL FUND	4011-53120	ENVIRONMENTAL HE	77072090500032	\$35.12
70883897	12/31/2025	117079	VERIZON WIRELESS	601	AIR POLLUTION DI	60110-53120	AIR POLLUTION DI	Acct#770720905-00044	\$139.17
70883898	12/31/2025	134133	4417 CUBESMART	895	CAVALLERO, LINDA	895-301800	NOT APPLICABLE	ACCT5004358477 UNIT 508 JAN-26	\$141.00
70883899	12/31/2025	116033	BILLY LYFORD	102	ROAD FUND	3011-53110	ROAD DEPARTMENT	CLOTHING & PERSONNEL SUPP	\$300.00
70883899	12/31/2025	116033	BILLY LYFORD	102	ROAD FUND	3011-53230	ROAD DEPARTMENT	PROFESSIONAL/SPECIAL SERV	\$80.00
70883900	12/31/2025	T00860	CARTER RAY	421	TAX COLLECTOR TR	421-301311	NOT APPLICABLE	800-005-865-000 2025	\$33.26
70883901	12/31/2025	100376	CITY OF RED BLUFF	101	GENERAL FUND	1014-53300	COUNTY ADMINISTR	ACCT 006390-000	\$42.89
70883901	12/31/2025	100376	CITY OF RED BLUFF	101	GENERAL FUND	1025-53300	PURCHASING	ACCT 006390-000	\$8.98
70883901	12/31/2025	100376	CITY OF RED BLUFF	101	GENERAL FUND	1031-53300	COUNTY COUNSEL	ACCT 006390-000	\$15.96
70883901	12/31/2025	100376	CITY OF RED BLUFF	101	GENERAL FUND	1041-53300	PERSONNEL	ACCT 006390-000	\$11.96
70883901	12/31/2025	100376	CITY OF RED BLUFF	101	GENERAL FUND	1076-53300	PROPERTY PLANNIN	ACCT 006390-000	\$9.98

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70883901	12/31/2025	100376	CITY OF RED BLUFF	107	RISK MANAGEMENT	1101-53300	RISK MANAGEMENT	ACCT 006390-000	\$9.98
70883902	12/31/2025	127475	COUNTY COUNCELS' ASSOCIATION	101	GENERAL FUND	1031-53290	COUNTY COUNSEL	D KLAUSNER	\$380.00
70883903	12/31/2025	128777	DANELLE QUIGLEY	108	SOCIAL SERVICES	5013-53290	SOCIAL SERVICES	SW TRAINING SACRAMENTO	\$149.81
70883904	12/31/2025	123685	DARLA HICKMAN	265	COUNTY P/R TRUST	265-207805	NOT APPLICABLE	D HICKMAN COLONIAL OVERCHARGED	\$150.22
70883906	12/31/2025	T00858	JAMES D WOMACK ETAL	307	CURRENT YEAR SEC	307-301800	NOT APPLICABLE	006420026000 2024	\$1,337.98
70883907	12/31/2025	T00859	JASON ABEL CONSTRUCTION INC	300	C/Y UNSECURED	300-301800	NOT APPLICABLE	800001711001 2025	\$888.25
70883908	12/31/2025	135657	JEFF RITCHIE	115	BUILDING & SAFET	2065-53110	BUILDING & SAFET	CLOTHING & PERSONNEL SUPP	\$179.95
70883909	12/31/2025	T00857	LOUIS H TAYLOR	307	CURRENT YEAR SEC	307-301800	NOT APPLICABLE	013233024000 2025	\$140.60
70883910	12/31/2025	T00856	MANUEL CABRITO TRUST 7/26/13 E	300	C/Y UNSECURED	300-301800	NOT APPLICABLE	061310005000 2025	\$23.76
70883910	12/31/2025	T00856	MANUEL CABRITO TRUST 7/26/13 E	300	C/Y UNSECURED	300-301800	NOT APPLICABLE	061310043000 2025	\$4.75
70883910	12/31/2025	T00856	MANUEL CABRITO TRUST 7/26/13 E	300	C/Y UNSECURED	300-301800	NOT APPLICABLE	061310050000 2025	\$23.76
70883910	12/31/2025	T00856	MANUEL CABRITO TRUST 7/26/13 E	307	CURRENT YEAR SEC	307-301800	NOT APPLICABLE	061310005000 2024	\$243.07
70883910	12/31/2025	T00856	MANUEL CABRITO TRUST 7/26/13 E	307	CURRENT YEAR SEC	307-301800	NOT APPLICABLE	061310043000 2024	\$48.83
70883910	12/31/2025	T00856	MANUEL CABRITO TRUST 7/26/13 E	307	CURRENT YEAR SEC	307-301800	NOT APPLICABLE	061310050000 2024	\$243.07

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70883911	12/31/2025	129788	MIGUEL CARRIEDO	265	COUNTY P/R TRUST	265-301800	NOT APPLICABLE	PAYROLL NET PPE 12/13/25	\$1,939.30
70883912	12/31/2025	V000713	NATHEN ESPINOZA	115	BUILDING & SAFET	2065-53110	BUILDING & SAFET	CLOTHING & PERSONNEL SUPP	\$135.44
70883914	12/31/2025	132917	PARKER HUNT	101	GENERAL FUND	1022-53290	TREASURER	THE BOND BUYER CA PUB FINANCE	\$1,713.28
70883914	12/31/2025	132917	PARKER HUNT	101	GENERAL FUND	1026-53290	TAX COLLECTOR	MEGABYTE MTG PER DIEM	\$419.66
70883916	12/31/2025	114346	SEAN HOUGHTBY	101	GENERAL FUND	2071-53290	CLERK - RECORDER	CACEO NEW LAW TRAVEL	\$1,031.48
70883917	12/31/2025	101620	STATE TREASURER	399	DEPARTMENT CLEAR	399-207761	NOT APPLICABLE	DUE TO OTHER GOVERNMENTS	\$5,777.80
70883918	12/31/2025	V000849	TYSON MORAWSKI	80012	NGUYEN, Q/LI, S	80012-301800	NOT APPLICABLE	TMC 24-02316	\$2,000.00
70883920	01/05/2026	120882	DIGNITY HEALTH REG OFFICE-SAC	101	GENERAL FUND	4024-53230	AMBULANCE SERVIC	JANUARY 2026 153 704000 57800	\$4,500.00
70883921	01/05/2026	134656	HUMBOLDT MOVING & STORAGE CO I	101	GENERAL FUND	1031-53220	COUNTY COUNSEL	S0107 TEHAMACOU	\$57.75
70883922	01/05/2026	132334	KENNETH W BOWLIN	106	PUBLIC SAFETY	2026-53230	PUBLIC DEFENDER	JANUARY 2026	\$4,000.00
70883924	01/05/2026	130500	PETHEALTH SERVICES INC.	101	GENERAL FUND	2078-53280	DIV OF ANIMAL SE	PO# 57207 DM-mini microchips	\$3,574.37
70883925	01/05/2026	130243	PRIME42 LLC	113	CHILD SUPPORT	5015-53230	CHILD SUPPORT SE	PROFESSIONAL/SPECIAL SERV	\$35.00
70883927	01/05/2026	130112	SHANNON BOWLIN	106	PUBLIC SAFETY	2026-53230	PUBLIC DEFENDER	JANUARY 2026	\$4,000.00
70883928	01/05/2026	117079	VERIZON WIRELESS	101	GENERAL FUND	1031-53120	COUNTY COUNSEL	770720905-00045	\$38.01
70883929	01/05/2026	T00271	CIRCLE PIZZA LLC	421	TAX COLLECTOR TR	421-301311	NOT APPLICABLE	800-001-182-000 2025	\$1,293.44
70883931	01/05/2026	T00863	CORELOGIC INC	421	TAX COLLECTOR TR	421-301311	NOT APPLICABLE	990-033-565-000 2025	\$33.02
70883935	01/05/2026	T00867	JOHN R & DEBRA HORN	421	TAX COLLECTOR	421-301311	NOT APPLICABLE	060-070-037-000 2025	\$83.25

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					TR				
70883936	01/05/2026	T00861	KAREN & LEE LEHMAN	421	TAX COLLECTOR TR	421-301311	NOT APPLICABLE	063-080-042-000 2025	\$25.00
70883937	01/05/2026	T00862	MATTHEW R TOZER	421	TAX COLLECTOR TR	421-301311	NOT APPLICABLE	830-007-229-000 2025	\$39.73
70883938	01/05/2026	T00864	MICHAEL & KAREN SHAFFER	421	TAX COLLECTOR TR	421-301311	NOT APPLICABLE	024-060-018-000 2025	\$2,024.58
70883943	01/05/2026	T00865	RICHARD J LOPES	421	TAX COLLECTOR TR	421-301311	NOT APPLICABLE	083-070-012-000 2025	\$72.02
70883944	01/05/2026	T00866	RONALD D BOITANO ETAL	421	TAX COLLECTOR TR	421-301311	NOT APPLICABLE	047-190-021-000 2025	\$452.74
70883945	01/05/2026	126755	SHAWNEE WINTERSON	101	GENERAL FUND	2078-53290	DIV OF ANIMAL SE	DECEMBER 2025 MILEAGE	\$39.34
70883948	01/06/2026	119080	ABC LEGAL SERVICES INC	113	CHILD SUPPORT	5015-53280	CHILD SUPPORT SE	108957	\$620.00
70883949	01/06/2026	107355	AIRGAS USA LLC	102	ROAD FUND	3011-53250	ROAD DEPARTMENT	Cylinder Rental August 2025	\$445.80
70883950	01/06/2026	115432	ALPHA VISTA PROPERTIES LLC	113	CHILD SUPPORT	5015-53260	CHILD SUPPORT SE	RENT/LEASE OF BUILDINGS	\$5,015.27
70883951	01/06/2026	133275	ALSCO-GEYER IRRIGATION INC	106	PUBLIC SAFETY	2032-53170	JAIL	308979	\$10.73
70883952	01/06/2026	109623	ASBURY ENVIRONMENTAL SERVICES	102	ROAD FUND	3011-53280	ROAD DEPARTMENT	Used Oil Disposal	\$153.00
70883953	01/06/2026	103939	AT&T	101	GENERAL FUND	1074-53120	FACILITIES MAINT	9391032918	\$31.88
70883953	01/06/2026	103939	AT&T	101	GENERAL FUND	2075-53120	OFFICE OF EMERG	9391066749	\$248.29
70883953	01/06/2026	103939	AT&T	106	PUBLIC SAFETY	2027-53120	SHERIFF	9391032835	\$155.40
70883953	01/06/2026	103939	AT&T	106	PUBLIC SAFETY	2027-53120	SHERIFF	9391032838	\$128.86
70883953	01/06/2026	103939	AT&T	106	PUBLIC SAFETY	2027-53120	SHERIFF	9391032926	\$92.53

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70883953	01/06/2026	103939	AT&T	220	TC SOLID WASTE M	4045-53120	TC/RB LANDFILL M	9391032915	\$94.10
70883955	01/06/2026	122025	BIMBO BAKERIES USA	106	PUBLIC SAFETY	2032-53130	JAIL	64-000010291-04	\$601.20
70883956	01/06/2026	122767	BLACK CREEK INTEGRATED SYSTEMS	510	PRISONERS WELFAR	51010-53230	PRISONERS WELFAR	447PA25 BLACK CREEK	\$17,582.47
70883956	01/06/2026	122767	BLACK CREEK INTEGRATED SYSTEMS	510	PRISONERS WELFAR	51010-53230	PRISONERS WELFAR	475PA25 BLACK CREEK	\$42,235.00
70883956	01/06/2026	122767	BLACK CREEK INTEGRATED SYSTEMS	510	PRISONERS WELFAR	51010-53230	PRISONERS WELFAR	BLACK CREEK CREDIT	(\$4,340.00)
70883957	01/06/2026	100312	CALIF SURVEYING AND DRAFTING S	102	ROAD FUND	3011-53250	ROAD DEPARTMENT	Plotter Rental 12/8/25 - 1/0	\$268.13
70883958	01/06/2026	142466	CARREL'S OFFICE MACHINES	106	PUBLIC SAFETY	2035-53170	DAY REPORTING CE	SN# NWQ2401284	\$56.03
70883958	01/06/2026	142466	CARREL'S OFFICE MACHINES	106	PUBLIC SAFETY	2036-53170	JUVENILE HALL	SN W38407837 THRU 11/30/25	\$36.29
70883959	01/06/2026	109928	CDW GOVERNMENT INC	101	GENERAL FUND	1073-53170	GENERAL SERVICES	11431177	\$2,345.22
70883959	01/06/2026	109928	CDW GOVERNMENT INC	106	PUBLIC SAFETY	2013-53800	DISTRICT ATTORNE	11431177	\$4,697.43
70883960	01/06/2026	133740	CHARTER COMMUNICATIONS HOLDING	101	GENERAL FUND	1073-53120	GENERAL SERVICES	127091101	\$1,527.53
70883961	01/06/2026	134846	CPOC	106	PUBLIC SAFETY	2037-53290	PROBATION	CPOC Winter 2025 Statewide Upd	\$575.00
70883962	01/06/2026	100376	CITY OF RED BLUFF	101	GENERAL FUND	1073-53302	GENERAL SERVICES	006274-000	\$104.00
70883962	01/06/2026	100376	CITY OF RED BLUFF	101	GENERAL FUND	2061-53300	AGRICULTURE COMM	007056-000 water	\$48.15
70883962	01/06/2026	100376	CITY OF RED BLUFF	101	GENERAL FUND	2061-53300	AGRICULTURE COMM	007057-000 sewer/water	\$83.46

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70883962	01/06/2026	100376	CITY OF RED BLUFF	101	GENERAL FUND	6021-53300	LIBRARY	007440-000	\$64.33
70883962	01/06/2026	100376	CITY OF RED BLUFF	101	GENERAL FUND	6021-53300	LIBRARY	007457-000	\$99.09
70883963	01/06/2026	134016	CIVICPLUS LLC	101	GENERAL FUND	1105-532346	PROFESSIONAL COU	352144	\$2,791.53
70883964	01/06/2026	134817	CONSOR NORTH AMERICA INC	102	ROAD FUND	3015-53230	ROAD CAPITAL PRO	Engineering Consulting Service	\$18,989.97
70883965	01/06/2026	T0042793	COUNTY RECORDERS' ASSN OF CALI	101	GENERAL FUND	2071-53200	CLERK - RECORDER	2026 CRAC Membership	\$500.00
70883966	01/06/2026	112120	DAVIS COURIER SERVICE	101	GENERAL FUND	1023-53220	ASSESSOR	inv8320 PO429098	\$60.26
70883967	01/06/2026	T0027247	DAY MANAGEMENT CORP. INC.	106	PUBLIC SAFETY	2027-53170	SHERIFF	11125699	\$2,737.28
70883968	01/06/2026	115376	EL DORADO COUNTY DCSS	113	CHILD SUPPORT	5015-53230	CHILD SUPPORT SE	TEHAMA DCSS	\$6,250.00
70883969	01/06/2026	123262	EXPRESS SERVICES INC	108	SOCIAL SERVICES	5013-53230	SOCIAL SERVICES	PROFESSIONAL/SPECIAL SERV	\$15,243.94
70883970	01/06/2026	116059	FARM BUREAU NEWS	504	TCSLA GRANTS	50410-558005	TCSLA GRANTS	UOBG (USED OIL)	\$55.00
70883971	01/06/2026	134605	FASTENERS INC	106	PUBLIC SAFETY	2027-53170	SHERIFF	34812	\$56.68
70883971	01/06/2026	134605	FASTENERS INC	106	PUBLIC SAFETY	2028-53170	AUTO SHOP	34812	\$1.08
70883972	01/06/2026	V000233	GENUINE PARTS COMPANY INC	101	GENERAL FUND	1074-53170	FACILITIES MAINT	56355	\$74.64
70883972	01/06/2026	V000233	GENUINE PARTS COMPANY INC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	Ball Joint	\$185.63
70883972	01/06/2026	V000233	GENUINE PARTS COMPANY INC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	Distributor Rotor	\$48.55
70883972	01/06/2026	V000233	GENUINE PARTS COMPANY INC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	Fuel Injection Hose	\$199.68
70883972	01/06/2026	V000233	GENUINE PARTS COMPANY INC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	Fuse	\$8.71

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70883972	01/06/2026	V000233	GENUINE PARTS COMPANY INC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	Fuse Holder	\$256.26
70883972	01/06/2026	V000233	GENUINE PARTS COMPANY INC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	Hose Stop	\$44.25
70883972	01/06/2026	V000233	GENUINE PARTS COMPANY INC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	Miniatures	\$92.24
70883972	01/06/2026	V000233	GENUINE PARTS COMPANY INC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	Taggle Switch	\$178.13
70883972	01/06/2026	V000233	GENUINE PARTS COMPANY INC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	Transfer Tank Cap	\$276.58
70883972	01/06/2026	V000233	GENUINE PARTS COMPANY INC	102	ROAD FUND	3011-532801	ROAD DEPARTMENT	1 Cart Synththetic Grease	\$32.21
70883972	01/06/2026	V000233	GENUINE PARTS COMPANY INC	102	ROAD FUND	3011-532801	ROAD DEPARTMENT	B-12 Carburetor Cleaner 16 oz	\$80.11
70883972	01/06/2026	V000233	GENUINE PARTS COMPANY INC	102	ROAD FUND	3011-532801	ROAD DEPARTMENT	Brake Part Cleaner	\$126.55
70883972	01/06/2026	V000233	GENUINE PARTS COMPANY INC	102	ROAD FUND	3011-532801	ROAD DEPARTMENT	Oil Absorbent	\$106.21
70883972	01/06/2026	V000233	GENUINE PARTS COMPANY INC	102	ROAD FUND	3011-532801	ROAD DEPARTMENT	Synthetic Gear Oil 1 QT	\$215.43
70883973	01/06/2026	100693	GERLINGER'S	101	GENERAL FUND	7021-53604	PARKS & RECREATI	1236	\$251.37
70883973	01/06/2026	100693	GERLINGER'S	106	PUBLIC SAFETY	2032-53170	JAIL	505081	\$71.43
70883974	01/06/2026	142511	GRAINGER INC	101	GENERAL FUND	1074-53180	FACILITIES MAINT	830621579	\$247.62
70883974	01/06/2026	142511	GRAINGER INC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	Bumper Stop 1/2 In Plastic	\$80.02
70883975	01/06/2026	113113	GREEN WASTE OF TEHAMA	101	GENERAL FUND	1074-53180	FACILITIES MAINT	01-01660867	\$50.62
70883975	01/06/2026	113113	GREEN WASTE OF TEHAMA	108	SOCIAL SERVICES	5013-53140	SOCIAL SERVICES	4019-10248	\$43.55

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70883975	01/06/2026	113113	GREEN WASTE OF TEHAMA	712	TEHAMA MAJOR CRI	71210-53230	TEHAMA MAJOR CRI	10097	\$357.95
70883976	01/06/2026	113244	GREEN WASTE OF TEHAMA	113	CHILD SUPPORT	5015-53140	CHILD SUPPORT SE	4018-953069	\$749.89
70883977	01/06/2026	123561	HAMED REZAISHIRAZ MD	112	HEALTH SERVICES	40131-55400	MENTAL HEALTH	PO 9705	\$280.00
70883978	01/06/2026	106744	HINDERLITER, DE LLAMAS & ASSOC	101	GENERAL FUND	1021-53230	AUDITOR CONTROLL	Q2/2025 AG#2025-262	\$240.28
70883979	01/06/2026	112395	HOME DEPOT CREDIT SERVICES	106	PUBLIC SAFETY	2035-53140	DAY REPORTING CE	6035322540196312#8122641	\$67.73
70883979	01/06/2026	112395	HOME DEPOT CREDIT SERVICES	106	PUBLIC SAFETY	2035-53140	DAY REPORTING CE	AC 6035322540196312#8121647	\$368.86
70883979	01/06/2026	112395	HOME DEPOT CREDIT SERVICES	106	PUBLIC SAFETY	2035-53170	DAY REPORTING CE	6035322540196312#21314122	\$139.61
70883979	01/06/2026	112395	HOME DEPOT CREDIT SERVICES	106	PUBLIC SAFETY	2035-53170	DAY REPORTING CE	6035322540196312#5122261C	\$64.47
70883979	01/06/2026	112395	HOME DEPOT CREDIT SERVICES	106	PUBLIC SAFETY	2035-53170	DAY REPORTING CE	6035322540196312#6013143	\$105.04
70883979	01/06/2026	112395	HOME DEPOT CREDIT SERVICES	106	PUBLIC SAFETY	2035-53170	DAY REPORTING CE	6035322540196312#7020456	\$252.49
70883979	01/06/2026	112395	HOME DEPOT CREDIT SERVICES	106	PUBLIC SAFETY	2036-53170	JUVENILE HALL	6035322540196312#3131508	\$260.87
70883979	01/06/2026	112395	HOME DEPOT CREDIT SERVICES	106	PUBLIC SAFETY	2036-53170	JUVENILE HALL	6035322540196312#5122261A	\$35.44
70883979	01/06/2026	112395	HOME DEPOT CREDIT SERVICES	106	PUBLIC SAFETY	2036-53170	JUVENILE HALL	6035322540196312#7013107	\$149.90
70883979	01/06/2026	112395	HOME DEPOT CREDIT SERVICES	106	PUBLIC SAFETY	2036-53180	JUVENILE HALL	6035322540196312#9110667	\$128.80
70883979	01/06/2026	112395	HOME DEPOT CREDIT	106	PUBLIC SAFETY	2037-53170	PROBATION	6035322540196312#5122261B	\$26.85

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			SERVICES						
70883980	01/06/2026	135145	HUNT & SONS	101	GENERAL FUND	1074-53291	FACILITIES MAINT	6013	\$381.49
70883981	01/06/2026	136121	HUNT & SONS LLC	101	GENERAL FUND	2072-53291	SHERIFF - CORONE	6038	\$250.96
70883981	01/06/2026	136121	HUNT & SONS LLC	101	GENERAL FUND	2075-53291	OFFICE OF EMERG	6038	\$188.31
70883981	01/06/2026	136121	HUNT & SONS LLC	101	GENERAL FUND	5062-53291	COMMUNITY ACTION	CAA 6238	\$60.46
70883981	01/06/2026	136121	HUNT & SONS LLC	101	GENERAL FUND	6021-53291	LIBRARY	6022	\$95.89
70883981	01/06/2026	136121	HUNT & SONS LLC	102	ROAD FUND	3011-53291	ROAD DEPARTMENT	Bulk Diesel Fuel 1,800 Gal	\$7,255.86
70883981	01/06/2026	136121	HUNT & SONS LLC	102	ROAD FUND	3011-53291	ROAD DEPARTMENT	Bulk Unleaded Fuel 1,102 Gal	\$3,707.55
70883981	01/06/2026	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2023-53291	BAILIFF	6038	\$75.58
70883981	01/06/2026	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2024-53291	BOATING GRANTS	6038	\$224.91
70883981	01/06/2026	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2027-53291	SHERIFF	6038	\$7,851.54
70883981	01/06/2026	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2028-53291	AUTO SHOP	6038	\$105.39
70883981	01/06/2026	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2029-53291	SHERIFF ANIMAL R	6038	\$1,231.50
70883981	01/06/2026	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2031-53291	WORK FARM	6038	\$63.08
70883981	01/06/2026	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2032-53291	JAIL	6038	\$592.93
70883981	01/06/2026	136121	HUNT & SONS LLC	116	SENIOR NUTRITION	5063-53291	SENIOR NUTRITION	MOW 6238	\$12.67
70883982	01/06/2026	131709	INDEPENDENCE ROCK MEDIA GROUP	113	CHILD SUPPORT	5015-53230	CHILD SUPPORT SE	0992	\$250.00
70883983	01/06/2026	112612	INTERIM HEALTHCARE	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	SUPPORT AND CARE - OTHER	\$90.00
70883984	01/06/2026	132637	INTERNATIONAL CHEMTEX CORP	101	GENERAL FUND	1074-53230	FACILITIES MAINT	276511	\$730.00
70883985	01/06/2026	101699	JOHN W CORNELISON DBA	101	GENERAL FUND	6021-53180	LIBRARY	MTCE STRUCT-IMPRV-GROUNDS	\$79.00

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70883985	01/06/2026	101699	JOHN W CORNELISON DBA	101	GENERAL FUND	7021-53608	PARKS & RECREATI	52964	\$155.32
70883985	01/06/2026	101699	JOHN W CORNELISON DBA	101	GENERAL FUND	7033-53180	RED BLUFF VETERA	52993	\$15.00
70883986	01/06/2026	125241	JUMP TECHNOLOGY SERVICES	108	SOCIAL SERVICES	5013-532300	SOCIAL SERVICES	PROFESSION/SPEC OTHER	\$5,932.80
70883987	01/06/2026	108299	KEEFE COMMISSARY NETWORK	510	PRISONERS WELFAR	51010-53130	PRISONERS WELFAR	KEEFE INVOICE 0105206	\$1,418.49
70883987	01/06/2026	108299	KEEFE COMMISSARY NETWORK	510	PRISONERS WELFAR	51010-53130	PRISONERS WELFAR	KEEFE INVOICE 12252025	\$2,091.74
70883987	01/06/2026	108299	KEEFE COMMISSARY NETWORK	510	PRISONERS WELFAR	51010-53130	PRISONERS WELFAR	KEEFE REFUND INVOICE 12242025	(\$33.97)
70883988	01/06/2026	106774	KIMBALL-MIDWEST	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	16-14 NY 1/4 Ring Term	\$442.43
70883989	01/06/2026	108877	LEXIS NEXIS RISK DATA MGMT INC	113	CHILD SUPPORT	5015-53200	CHILD SUPPORT SE	4252ZDMTK	\$167.00
70883991	01/06/2026	103809	LOS MOLINOS COMMUNITY SERVICES	102	ROAD FUND	3011-53300	ROAD DEPARTMENT	Water - 8099 Hwy 99E	\$77.35
70883991	01/06/2026	103809	LOS MOLINOS COMMUNITY SERVICES	102	ROAD FUND	3011-53300	ROAD DEPARTMENT	Water - Hwy 99E	\$64.00
70883991	01/06/2026	103809	LOS MOLINOS COMMUNITY SERVICES	102	ROAD FUND	3011-53300	ROAD DEPARTMENT	Water - Hwy 99E OPS	\$42.44
70883992	01/06/2026	100957	LOS MOLINOS HARDWARE	101	GENERAL FUND	1074-53270	FACILITIES MAINT	05314330	\$21.43
70883995	01/06/2026	120101	MANDI SELVESTER	101	GENERAL FUND	1052-53230	ELECTIONS	Agmt 412PA24	\$300.00
70883996	01/06/2026	123038	MENDES SUPPLY COMPANY	101	GENERAL FUND	1074-53140	FACILITIES MAINT	0007366	\$761.96
70883996	01/06/2026	123038	MENDES SUPPLY COMPANY	106	PUBLIC SAFETY	2032-53140	JAIL	0007377	\$1,885.63
70883997	01/06/2026	V000784	MNG PARTNERSHIP	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	3804675	\$276.95

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			HOLDINGS LLC						
70883998	01/06/2026	125711	MOORE & BOGENER	220	TC SOLID WASTE M	4045-53230	TC/RB LANDFILL M	6318	\$462.30
70883999	01/06/2026	102531	MWI VETERINARY SUPPLY CO	101	GENERAL FUND	2078-53190	DIV OF ANIMAL SE	Ndle Disp	\$26.67
70883999	01/06/2026	102531	MWI VETERINARY SUPPLY CO	101	GENERAL FUND	2078-53190	DIV OF ANIMAL SE	Syr 01cc, 12cc, 03cc Pyrantel	\$336.10
70883999	01/06/2026	102531	MWI VETERINARY SUPPLY CO	101	GENERAL FUND	2078-53190	DIV OF ANIMAL SE	Tobramycin oph sol	\$87.33
70883999	01/06/2026	102531	MWI VETERINARY SUPPLY CO	101	GENERAL FUND	2078-532807	DIV OF ANIMAL SE	Panacur susp,clindamycin hcl	\$644.99
70884000	01/06/2026	116981	NORCAL PRESORT	101	GENERAL FUND	1026-53220	TAX COLLECTOR	B30434024 453PA25	\$213.15
70884001	01/06/2026	101183	NORTH VALLEY DISTRIBUTING	102	ROAD FUND	3011-53180	ROAD DEPARTMENT	Building Maintenance - Alarm	\$97.23
70884001	01/06/2026	101183	NORTH VALLEY DISTRIBUTING	102	ROAD FUND	3011-53280	ROAD DEPARTMENT	99W Electrical Box Los Molinos	\$28.41
70884002	01/06/2026	101164	NORTHERN CALIFORNIA GLOVES	102	ROAD FUND	3011-53110	ROAD DEPARTMENT	Latex Gloves	\$133.58
70884002	01/06/2026	101164	NORTHERN CALIFORNIA GLOVES	102	ROAD FUND	3011-53190	ROAD DEPARTMENT	HandWarmer	\$24.54
70884002	01/06/2026	101164	NORTHERN CALIFORNIA GLOVES	102	ROAD FUND	3011-532801	ROAD DEPARTMENT	Chilly Grip Foam Latex Gloves	\$78.70
70884003	01/06/2026	113380	OFFICE DEPOT	101	GENERAL FUND	1013-53220	CLERK OF THE BOA	Office supplies	\$31.02
70884003	01/06/2026	113380	OFFICE DEPOT	101	GENERAL FUND	2071-53220	CLERK - RECORDER	Office supplies	\$354.26
70884004	01/06/2026	104757	OFFICE DEPOT (BUSINESS SVCS DI	101	GENERAL FUND	1022-53220	TREASURER	89517192	\$4.23

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70884004	01/06/2026	104757	OFFICE DEPOT (BUSINESS SVCS DI	101	GENERAL FUND	1026-53220	TAX COLLECTOR	89517192	\$207.88
70884005	01/06/2026	133323	OFFICE THREE SIXTY INC	101	GENERAL FUND	2078-53220	DIV OF ANIMAL SE	folder,pencil,clips popup note	\$108.31
70884006	01/06/2026	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	7021-53300	PARKS & RECREATI	4930908544-0	\$739.86
70884007	01/06/2026	101231	PACIFIC GAS & ELECTRIC	220	TC SOLID WASTE M	4045-53300	TC/RB LANDFILL M	1357775899-1	\$411.86
70884009	01/06/2026	123541	PACIFIC SKY CREATIVE INC	101	GENERAL FUND	1073-53170	GENERAL SERVICES	8945	\$260.00
70884010	01/06/2026	101241	PAINT MARTS	101	GENERAL FUND	7033-53180	RED BLUFF VETERA	40229049	\$20.74
70884011	01/06/2026	T0019780	PASKENTA COMMUNITY SERVICES DI	101	GENERAL FUND	7021-53300	PARKS & RECREATI	48962183	\$289.38
70884012	01/06/2026	101267	PEERLESS BUILDING MAINT INC	113	CHILD SUPPORT	5015-53140	CHILD SUPPORT SE	HOUSEHOLD EXPENSE	\$1,155.30
70884013	01/06/2026	101276	PETERSON TRACTOR	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	Bolt	\$4.91
70884013	01/06/2026	101276	PETERSON TRACTOR	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	Lube Filter	\$292.47
70884014	01/06/2026	130243	PRIME42 LLC	113	CHILD SUPPORT	5015-53230	CHILD SUPPORT SE	PROFESSIONAL/SPECIAL SERV	\$925.00
70884015	01/06/2026	108185	PRODUCERS DAIRY FOODS INC	106	PUBLIC SAFETY	2032-53130	JAIL	818652	\$561.88
70884016	01/06/2026	101371	RED BLUFF GLASS COMPANY	108	SOCIAL SERVICES	5013-53170	SOCIAL SERVICES	MAINTENANCE OF EQUIPMENT	\$791.33
70884017	01/06/2026	134907	SHASTA-TEHAMA-TRINITY JOINT	106	PUBLIC SAFETY	2036-53230	JUVENILE HALL	Sept 2025 Expenses	\$4,610.24
70884018	01/06/2026	108325	STAPLES ADVANTAGE	106	PUBLIC SAFETY	2027-53220	SHERIFF	LA1054406	\$568.21
70884019	01/06/2026	107566	SYSCO	106	PUBLIC SAFETY	2032-53130	JAIL	619919	\$2,519.30
70884019	01/06/2026	107566	SYSCO	106	PUBLIC SAFETY	2032-53140	JAIL	619919	\$124.89

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70884020	01/06/2026	110815	T-MOBILE USA	106	PUBLIC SAFETY	2027-53280	SHERIFF	2004898	\$100.00
70884021	01/06/2026	115214	PAPE' TRUCKS INC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	Temperature Control Actuator	\$147.34
70884022	01/06/2026	122965	THE PLUMBING SHOP	101	GENERAL FUND	1074-53270	FACILITIES MAINT	1670	\$6.32
70884023	01/06/2026	134948	UBEO MIDCO LLC	102	ROAD FUND	3011-53250	ROAD DEPARTMENT	Contract Base Rate Charge Dece	\$614.97
70884023	01/06/2026	134948	UBEO MIDCO LLC	106	PUBLIC SAFETY	2027-53220	SHERIFF	5271551	\$0.00
70884023	01/06/2026	134948	UBEO MIDCO LLC	106	PUBLIC SAFETY	2027-53250	SHERIFF	5271551	\$12.22
70884024	01/06/2026	120407	VERIZON BUSINESS	101	GENERAL FUND	1014-53120	COUNTY ADMINISTR	242826914-00001	\$20.69
70884024	01/06/2026	120407	VERIZON BUSINESS	101	GENERAL FUND	1074-53120	FACILITIES MAINT	372493042-00002	\$144.48
70884024	01/06/2026	120407	VERIZON BUSINESS	107	RISK MANAGEMENT	1101-53120	RISK MANAGEMENT	242826914-00001	\$20.70
70884025	01/06/2026	117079	VERIZON WIRELESS	106	PUBLIC SAFETY	2027-53120	SHERIFF	772102544-00002	\$223.37
70884025	01/06/2026	117079	VERIZON WIRELESS	106	PUBLIC SAFETY	2028-53120	AUTO SHOP	772102544-00002	\$41.39
70884025	01/06/2026	117079	VERIZON WIRELESS	106	PUBLIC SAFETY	2031-53120	WORK FARM	772102544-00002	\$41.39
70884025	01/06/2026	117079	VERIZON WIRELESS	106	PUBLIC SAFETY	2032-53120	JAIL	772102544-00002	\$90.66
70884025	01/06/2026	117079	VERIZON WIRELESS	113	CHILD SUPPORT	5015-53120	CHILD SUPPORT SE	770720905-00038	\$114.03
70884026	01/06/2026	129754	VICTOR COMMUNITY SUPPORT SERVI	108	SOCIAL SERVICES	5013-532300	SOCIAL SERVICES	PROFESSION/SPEC OTHER	\$7,949.76
70884027	01/06/2026	101821	WALKER PRINTING	101	GENERAL FUND	6021-53220	LIBRARY	OFFICE EXPENSE	\$78.29
70884028	01/06/2026	102610	WASTE MANAGEMENT CORPORATE SER	220	TC SOLID WASTE M	4045-53280	TC/RB LANDFILL M	33 16191 23002	\$136.96
70884029	01/06/2026	115894	WESTERN BUSINESS PRODUCTS	113	CHILD SUPPORT	5015-53170	CHILD SUPPORT SE	5273110	\$17.12
70884030	01/06/2026	108913	WESTGATE ROAD ASSOCIATION, INC	220	TC SOLID WASTE M	4045-53280	TC/RB LANDFILL M	SPECIAL DEPARTMENTAL EXP	\$1,701.48

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70884031	01/06/2026	111106	ZOETIS	101	GENERAL FUND	2078-53190	DIV OF ANIMAL SE	Vanguard DAPP	\$230.05
70884031	01/06/2026	111106	ZOETIS	101	GENERAL FUND	2078-532807	DIV OF ANIMAL SE	Diroban-I FDC	\$730.79
70884032	01/06/2026	V000304	ASHELY GEORGE	106	PUBLIC SAFETY	2027-53290	SHERIFF	JANUARY 12-23 2026	\$190.00
70884034	01/06/2026	113815	CA STATE SHERIFFS ASSOCIATON	106	PUBLIC SAFETY	2027-53200	SHERIFF	TEHAMA CO SHERIFF'S OFFICE	\$7,153.00
70884035	01/06/2026	113474	CALIFORNIA DEPT OF TRANSPORTAT	102	ROAD FUND	3011-53300	ROAD DEPARTMENT	Lighting July - September 2025	\$2,493.87
70884036	01/06/2026	106142	CASSIDY'S AUTO LUBE	101	GENERAL FUND	1025-53210	PURCHASING	December Invoices	\$424.86
70884038	01/06/2026	V000364	DEVELOPMENT COMPLIANCE SOLUTIO	115	BUILDING & SAFET	2065-53230	BUILDING & SAFET	151PA25	\$1,250.00
70884039	01/06/2026	T0041614	ENTERPRISE RENT A CAR	101	GENERAL FUND	1011-532982	BOARD OF SUPERVI	Rental car CSAC	\$101.87
70884039	01/06/2026	T0041614	ENTERPRISE RENT A CAR	101	GENERAL FUND	1011-532984	BOARD OF SUPERVI	Rental CSAC Conf	\$101.86
70884040	01/06/2026	112988	FOOD MAXX	108	SOCIAL SERVICES	108-105584	NOT APPLICABLE	PREPAID GIFT CARDS	\$931.20
70884041	01/06/2026	142511	GRAINGER INC	102	ROAD FUND	3011-532801	ROAD DEPARTMENT	Pump Pistons	\$5.11
70884042	01/06/2026	112395	HOME DEPOT CREDIT SERVICES	102	ROAD FUND	3011-53180	ROAD DEPARTMENT	30/50 Low Pressure Switch For	\$37.60
70884043	01/06/2026	136121	HUNT & SONS LLC	115	BUILDING & SAFET	2065-53291	BUILDING & SAFET	BPO 428170 Acct#6098	\$356.38
70884045	01/06/2026	T00869	JACKSON, CANTRELL, OSULLIVAN	307	CURRENT YEAR SEC	307-301800	NOT APPLICABLE	011-300-006-000 2025	\$11.47
70884045	01/06/2026	T00869	JACKSON, CANTRELL, OSULLIVAN	307	CURRENT YEAR SEC	307-301800	NOT APPLICABLE	011-340-002-001 2025	\$32.62
70884047	01/06/2026	128534	KEVIN C HOGLUND	106	PUBLIC SAFETY	2027-53290	SHERIFF	JANUARY 12-23 2026	\$190.00
70884048	01/06/2026	T00870	MICHAEL ROBERT JONES	307	CURRENT YEAR SEC	307-301800	NOT APPLICABLE	009-280-035-000 2025	\$57.58

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70884051	01/06/2026	101226	PACE ENGINEERING INC	605	TC SANITATION DI	60510-53230	TC SANITATION DI	On-Call Wastewater Operation	\$7,571.67
70884053	01/06/2026	110618	PITNEY BOWES INC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	Shipping Label Subscription	\$25.00
70884056	01/06/2026	T00868	SINGH LIVING TRUST 9/12/25	307	CURRENT YEAR SEC	307-301800	NOT APPLICABLE	024-190-056-000 2022	\$73.49
70884056	01/06/2026	T00868	SINGH LIVING TRUST 9/12/25	307	CURRENT YEAR SEC	307-301800	NOT APPLICABLE	024-190-056-000 2023	\$72.52
70884056	01/06/2026	T00868	SINGH LIVING TRUST 9/12/25	307	CURRENT YEAR SEC	307-301800	NOT APPLICABLE	024-190-056-000 2024	\$72.33
70884058	01/06/2026	113268	STATE WATER RESOURCES CONTROL	102	ROAD FUND	3011-53230	ROAD DEPARTMENT	Annual Permit Fee - 7/1/25-6/3	\$3,245.00
70884059	01/06/2026	113268	STATE WATER RESOURCES CONTROL	102	ROAD FUND	3015-53230	ROAD CAPITAL PRO	Annual Permit Fee - 7/1/25-6/3	\$3,540.00
70884060	01/06/2026	113268	STATE WATER RESOURCES CONTROL	102	ROAD FUND	3015-53230	ROAD CAPITAL PRO	Annual Permit Fee - 7/1/25-6/3	\$3,540.00
70884061	01/06/2026	104508	THERESIA SWEENEY	106	PUBLIC SAFETY	2013-53220	DISTRICT ATTORNE	PAPERTOWELS FOR OFFICE	\$21.98
70884062	01/06/2026	117079	VERIZON WIRELESS	115	BUILDING & SAFET	2065-53120	BUILDING & SAFET	Acct770720905-00031	\$378.06
70884063	01/06/2026	117079	VERIZON WIRELESS	101	GENERAL FUND	2078-53120	DIV OF ANIMAL SE	742624470-00001 October	\$76.02
70884064	01/06/2026	L207805	COLONIAL LIFE AND ACCIDENT INS	265	COUNTY P/R TRUST	265-207805	NOT APPLICABLE	Payroll Interface	\$5,359.03
70884065	01/06/2026	134576	D KAIN-SHERIFF GARN	265	COUNTY P/R TRUST	265-207812	NOT APPLICABLE	Payroll Interface	\$866.60
70884066	01/06/2026	L207819	DEPUTY SHERIFF'S ASSOC	265	COUNTY P/R TRUST	265-207819	NOT APPLICABLE	Payroll Interface	\$3,953.04
70884067	01/06/2026	L207831	EBS	265	COUNTY P/R TRUST	265-207831	NOT APPLICABLE	Payroll Interface	\$2,404.34

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70884068	01/06/2026	L207832	EBS	265	COUNTY P/R TRUST	265-207832	NOT APPLICABLE	Payroll Interface	\$320.84
70884069	01/06/2026	V000058	EMPLOYMENT DEVELOPMENT DEPT	265	COUNTY P/R TRUST	265-207812	NOT APPLICABLE	Payroll Interface	\$100.00
70884070	01/06/2026	100655	FRANCHISE TAX BOARD	265	COUNTY P/R TRUST	265-207812	NOT APPLICABLE	Payroll Interface	\$855.38
70884071	01/06/2026	L208130	I U O E LOCAL 39	265	COUNTY P/R TRUST	265-208130	NOT APPLICABLE	Payroll Interface	\$492.95
70884072	01/06/2026	L207818	LAW ENFORCEMENT MGMT ASSOC	265	COUNTY P/R TRUST	265-207818	NOT APPLICABLE	Payroll Interface	\$380.00
70884073	01/06/2026	117211	STATE DISBURSEMENT UNIT	265	COUNTY P/R TRUST	265-207812	NOT APPLICABLE	Payroll Interface	\$3,816.50
70884074	01/06/2026	L207830	STATIONARY ENGINEERS, LOCAL 39	265	COUNTY P/R TRUST	265-207830	NOT APPLICABLE	Payroll Interface	\$5,338.40
70884075	01/06/2026	L208134	TC DEP PROB OFFICER DUES	265	COUNTY P/R TRUST	265-208134	NOT APPLICABLE	Payroll Interface	\$1,616.02
70884076	01/06/2026	L207827	TCDAIA	265	COUNTY P/R TRUST	265-207827	NOT APPLICABLE	Payroll Interface	\$135.00
70884077	01/06/2026	L207834	TCPOA DUES	265	COUNTY P/R TRUST	265-207834	NOT APPLICABLE	Payroll Interface	\$78.00
70884078	01/06/2026	L207807	UNITED WAY OF NORTHERN CALIFOR	265	COUNTY P/R TRUST	265-207807	NOT APPLICABLE	Payroll Interface	\$35.00
70884079	01/07/2026	134185	AGILE OCCUPATIONAL MEDICINE PC	101	GENERAL FUND	2078-53230	DIV OF ANIMAL SE	#2023-70 E Lee - Physical	\$280.00
70884080	01/07/2026	107355	AIRGAS USA LLC	102	ROAD FUND	3011-53270	ROAD DEPARTMENT	Gas Cylinder Oxygen 250-540 Ta	\$1,784.30
70884080	01/07/2026	107355	AIRGAS USA LLC	102	ROAD FUND	3011-532801	ROAD DEPARTMENT	Cylinders Acetylene	\$644.23
70884081	01/07/2026	122809	AMERICAN JANITORIAL &	101	GENERAL FUND	2073-53230	PUB GUARDIAN / P	AG# MA 2024-329 December	\$750.00

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			MAINTENA					2025	
70884082	01/07/2026	103939	AT&T	106	PUBLIC SAFETY	2035-53120	DAY REPORTING CE	BAN 9391055756 DRC	\$64.17
70884083	01/07/2026	113573	AT&T U-VERSE	106	PUBLIC SAFETY	2037-53120	PROBATION	AC 138860118 11/18-12/17/2025	\$106.29
70884084	01/07/2026	107169	BAY ALARM	106	PUBLIC SAFETY	2032-53250	JAIL	76866	\$585.00
70884085	01/07/2026	127749	BENNET OMALU PATHOLOGY INC	101	GENERAL FUND	2072-53230	SHERIFF - CORONE	TEHAMA CO 25-01749	\$224.00
70884085	01/07/2026	127749	BENNET OMALU PATHOLOGY INC	101	GENERAL FUND	2072-53230	SHERIFF - CORONE	TEHAMA CO 25-01750	\$252.00
70884085	01/07/2026	127749	BENNET OMALU PATHOLOGY INC	101	GENERAL FUND	2072-53230	SHERIFF - CORONE	TEHAMA CO 25-01807	\$182.00
70884085	01/07/2026	127749	BENNET OMALU PATHOLOGY INC	101	GENERAL FUND	2072-53230	SHERIFF - CORONE	TEHAMA CO 25-01924	\$126.00
70884085	01/07/2026	127749	BENNET OMALU PATHOLOGY INC	101	GENERAL FUND	2072-53230	SHERIFF - CORONE	TEHAMA CO 25-02054	\$294.00
70884085	01/07/2026	127749	BENNET OMALU PATHOLOGY INC	101	GENERAL FUND	2072-53230	SHERIFF - CORONE	TEHAMA CO 25-02073	\$126.00
70884085	01/07/2026	127749	BENNET OMALU PATHOLOGY INC	101	GENERAL FUND	2072-53230	SHERIFF - CORONE	TEHAMA CO 25-02246	\$2,970.00
70884085	01/07/2026	127749	BENNET OMALU PATHOLOGY INC	101	GENERAL FUND	2072-53230	SHERIFF - CORONE	TEHAMA CO 25-02286	\$2,970.00
70884085	01/07/2026	127749	BENNET OMALU PATHOLOGY INC	101	GENERAL FUND	2072-53230	SHERIFF - CORONE	TEHAMA CO 25-02293	\$6,427.00
70884086	01/07/2026	100155	BOB BARKER COMPANY	106	PUBLIC SAFETY	2036-531101	JUVENILE HALL	TEHCA9-TEHCA5 CLTHNG JDF	\$627.63
70884086	01/07/2026	100155	BOB BARKER COMPANY	106	PUBLIC SAFETY	2036-53140	JUVENILE HALL	TEHCA9:TEHCA5 HHLD	\$108.39
70884087	01/07/2026	111264	CALIF STATE ASSOC OF	101	GENERAL FUND	2073-53200	PUB GUARDIAN / P	Associate Reg App Fee PA PG PC	\$150.00

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			PA/PG/PC						
70884088	01/07/2026	142466	CARREL'S OFFICE MACHINES	101	GENERAL FUND	1021-53170	AUDITOR CONTROLL	AG#236PA25 MAIN COPIER	\$255.68
70884088	01/07/2026	142466	CARREL'S OFFICE MACHINES	101	GENERAL FUND	1021-53170	AUDITOR CONTROLL	AG#415PA25 PAYROLL COPIER	\$49.91
70884089	01/07/2026	103435	CENTER FOR EVALUATION AND RESE	106	PUBLIC SAFETY	2027-53230	SHERIFF	TEHAMA CO SHERIFF'S OFFICE	\$160.00
70884090	01/07/2026	124489	CEP AMERICA CALIFORNIA	106	PUBLIC SAFETY	20321-532392	JAIL - HEALTH SE	21388182-26	\$1,293.00
70884091	01/07/2026	123035	CHICO STATE ENTERPRISES	116	SENIOR NUTRITION	5063-53230	SENIOR NUTRITION	007807	\$2,400.00
70884092	01/07/2026	102768	CHILDREN FIRST	108	SOCIAL SERVICES	5013-532300	SOCIAL SERVICES	PROFESSION/SPEC OTHER	\$900.00
70884093	01/07/2026	100375	CITY OF CORNING	105	FIRE FUND	2042-53300	FIRE SCH C VOL	403-0890-01	\$95.99
70884093	01/07/2026	100375	CITY OF CORNING	105	FIRE FUND	2042-53300	FIRE SCH C VOL	403-0900-003	\$49.34
70884094	01/07/2026	100376	CITY OF RED BLUFF	116	SENIOR NUTRITION	5063-53260	SENIOR NUTRITION	000062	\$150.00
70884095	01/07/2026	106268	COPWARE, INC.	106	PUBLIC SAFETY	2027-53170	SHERIFF	MSF 11453	\$965.00
70884096	01/07/2026	106218	DM TECH	105	FIRE FUND	2042-53120	FIRE SCH C VOL	4103	\$92.85
70884097	01/07/2026	126292	DOCS MEDICAL GROUP	101	GENERAL FUND	2078-53230	DIV OF ANIMAL SE	#2023-365 Logan, Madera Type B	\$420.00
70884097	01/07/2026	126292	DOCS MEDICAL GROUP	105	FIRE FUND	2042-53230	FIRE SCH C VOL	PROFESSIONAL/SPECIAL SERV	\$720.00
70884097	01/07/2026	126292	DOCS MEDICAL GROUP	106	PUBLIC SAFETY	2027-53230	SHERIFF	TCSO - MCQUILLAN	\$360.00
70884097	01/07/2026	126292	DOCS MEDICAL GROUP	106	PUBLIC SAFETY	2032-53230	JAIL	TCSO - MCKENZIE	\$360.00
70884097	01/07/2026	126292	DOCS MEDICAL GROUP	106	PUBLIC SAFETY	2032-53230	JAIL	TEHAMA CO SHERIFF - J.DONALDSO	\$360.00

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70884097	01/07/2026	126292	DOCS MEDICAL GROUP	106	PUBLIC SAFETY	2032-53230	JAIL	TEHAMA CO SHERIFF - S.EASTER	\$360.00
70884098	01/07/2026	V000395	DUCOR TELEPHONE COMPANY	105	FIRE FUND	2042-53120	FIRE SCH C VOL	510	\$153.57
70884099	01/07/2026	133368	ECO MEDICAL INC	101	GENERAL FUND	2072-53230	SHERIFF - CORONE	9233530	\$135.00
70884099	01/07/2026	133368	ECO MEDICAL INC	106	PUBLIC SAFETY	2032-53230	JAIL	9233301	\$135.00
70884100	01/07/2026	112293	EQUIFAX CREDIT INFORMATION SER	106	PUBLIC SAFETY	2027-53230	SHERIFF	0004/736VC00020	\$53.00
70884101	01/07/2026	128241	EXCELLESOFT PARTNERS LLC	257	TC IHSS PUBLIC A	5101-53230	TC IHSS PUBLIC A	PROFESSIONAL/SPECIAL SERV	\$120.40
70884102	01/07/2026	108526	EXPRESS PERSONNEL SERVICES INC	106	PUBLIC SAFETY	2027-53230	SHERIFF	33750345	\$2,741.76
70884102	01/07/2026	108526	EXPRESS PERSONNEL SERVICES INC	106	PUBLIC SAFETY	2032-53230	JAIL	33750345	\$2,039.10
70884103	01/07/2026	134605	FASTENERS INC	102	ROAD FUND	3011-53270	ROAD DEPARTMENT	20V Atomic Drill Impact Kit	\$320.35
70884103	01/07/2026	134605	FASTENERS INC	105	FIRE FUND	2042-53170	FIRE SCH C VOL	3281	\$81.64
70884104	01/07/2026	V000233	GENUINE PARTS COMPANY INC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	Distributor Rotor	\$9.72
70884104	01/07/2026	V000233	GENUINE PARTS COMPANY INC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	WD-40 12oz	\$8.28
70884104	01/07/2026	V000233	GENUINE PARTS COMPANY INC	102	ROAD FUND	3011-53270	ROAD DEPARTMENT	WD-40 12oz	\$83.68
70884104	01/07/2026	V000233	GENUINE PARTS COMPANY INC	102	ROAD FUND	3011-532801	ROAD DEPARTMENT	WD-40 12oz	\$59.21
70884105	01/07/2026	113244	GREEN WASTE OF TEHAMA	105	FIRE FUND	2042-53140	FIRE SCH C VOL	4018-189908	\$128.21
70884105	01/07/2026	113244	GREEN WASTE OF TEHAMA	105	FIRE FUND	2042-53140	FIRE SCH C VOL	4018-917140	\$154.63
70884106	01/07/2026	V000088	HEALTH MANAGEMENT	106	PUBLIC SAFETY	2032-53230	JAIL	TEHAMA CO SHERIFF	\$29,512.05

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			ASSOCIATES I						
70884107	01/07/2026	115028	HILL'S PET NUTRITION SALES INC	101	GENERAL FUND	2078-53280	DIV OF ANIMAL SE	Cat & Dog food	\$460.34
70884107	01/07/2026	115028	HILL'S PET NUTRITION SALES INC	101	GENERAL FUND	2078-53280	DIV OF ANIMAL SE	Cat Food	\$397.77
70884108	01/07/2026	136121	HUNT & SONS LLC	101	GENERAL FUND	2061-53291	AGRICULTURE COMM	B428170-25 fuel	\$192.22
70884108	01/07/2026	136121	HUNT & SONS LLC	101	GENERAL FUND	2073-53291	PUB GUARDIAN / P	ACC#6136 B-PO428170	\$341.31
70884108	01/07/2026	136121	HUNT & SONS LLC	101	GENERAL FUND	2078-53291	DIV OF ANIMAL SE	B428170-25 fuel	\$38.61
70884108	01/07/2026	136121	HUNT & SONS LLC	105	FIRE FUND	2042-53291	FIRE SCH C VOL	6014	\$2,813.68
70884109	01/07/2026	102091	KELLER SUPPLY COMPANY	106	PUBLIC SAFETY	2027-53170	SHERIFF	651106	\$66.96
70884109	01/07/2026	102091	KELLER SUPPLY COMPANY	106	PUBLIC SAFETY	2032-53170	JAIL	651106	\$285.12
70884110	01/07/2026	106774	KIMBALL-MIDWEST	105	FIRE FUND	2042-53170	FIRE SCH C VOL	056363	\$1,158.06
70884110	01/07/2026	106774	KIMBALL-MIDWEST	105	FIRE FUND	2042-53270	FIRE SCH C VOL	056363	\$797.86
70884111	01/07/2026	116077	KITT MURRISON PHD	106	PUBLIC SAFETY	2032-53230	JAIL	TEHAMA CO SHERIFF'S OFFICE	\$525.00
70884112	01/07/2026	103809	LOS MOLINOS COMMUNITY SERVICES	101	GENERAL FUND	7032-53300	LOS MOLINOS VETE	DEC 2025 VET500	\$155.36
70884113	01/07/2026	100957	LOS MOLINOS HARDWARE	105	FIRE FUND	2042-53140	FIRE SCH C VOL	HOUSEHOLD EXPENSE	\$13.93
70884113	01/07/2026	100957	LOS MOLINOS HARDWARE	105	FIRE FUND	2042-53170	FIRE SCH C VOL	MAINTENANCE OF EQUIPMENT	\$128.64
70884113	01/07/2026	100957	LOS MOLINOS HARDWARE	105	FIRE FUND	2042-53180	FIRE SCH C VOL	MTCE STRUCT-IMPRV-GROUNDS	\$26.81
70884114	01/07/2026	100958	LOS MOLINOS MUTUAL WATER	101	GENERAL FUND	7021-53230	PARKS & RECREATI	Certificate NO: 1918	\$413.85
70884115	01/07/2026	120024	MARILYN J WOOLEY PH D	106	PUBLIC SAFETY	2032-53230	JAIL	TEHAMA CO SHERIFF'S OFFICE	\$1,000.00
70884116	01/07/2026	132183	MAVERICK DATA SYSTEMS	712	TEHAMA MAJOR CRI	71210-53170	TEHAMA MAJOR CRI	TEHAMA CO SHERIFF'S OFFICE	\$1,950.00

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70884117	01/07/2026	105814	MIKE'S HEATING AND AIR INC	106	PUBLIC SAFETY	2032-53170	JAIL	TEHAMA CO JAIL	\$550.16
70884118	01/07/2026	120078	MITCHELL 1	106	PUBLIC SAFETY	2028-53280	AUTO SHOP	1006694	\$3,191.68
70884119	01/07/2026	118348	MORGAN TELECOM INC	101	GENERAL FUND	2078-53120	DIV OF ANIMAL SE	#317PA25 Phone Dec & Jan	\$225.62
70884120	01/07/2026	102211	NITV FEDERAL SERVICES	106	PUBLIC SAFETY	2027-53290	SHERIFF	TEHAMA CO SHERIFF'S OFFICE	\$1,495.00
70884121	01/07/2026	101164	NORTHERN CALIFORNIA GLOVES	106	PUBLIC SAFETY	2035-53140	DAY REPORTING CE	CUSTOMER 0004285 GLOVES	\$499.92
70884122	01/07/2026	130684	O'REILLY AUTOMOTIVE INC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	Credit Memo - Parts	(\$39.66)
70884122	01/07/2026	130684	O'REILLY AUTOMOTIVE INC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	Inventory	\$533.31
70884122	01/07/2026	130684	O'REILLY AUTOMOTIVE INC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	Primary Wire	\$76.15
70884122	01/07/2026	130684	O'REILLY AUTOMOTIVE INC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	U-Joint	\$89.55
70884122	01/07/2026	130684	O'REILLY AUTOMOTIVE INC	102	ROAD FUND	3011-53270	ROAD DEPARTMENT	Refractometer	\$93.30
70884123	01/07/2026	123562	OBSIDIAN	106	PUBLIC SAFETY	2027-53170	SHERIFF	TEHAMA CO SHERIFF'S OFFICE	\$15,610.81
70884124	01/07/2026	133323	OFFICE THREE SIXTY INC	101	GENERAL FUND	2078-53140	DIV OF ANIMAL SE	Odordestroyer cleaning	\$254.65
70884125	01/07/2026	T0043223	ORLAND AUTO PARTS	105	FIRE FUND	2042-53140	FIRE SCH C VOL	15583	\$20.32
70884126	01/07/2026	132967	PACE ANALYTICAL SERVICES LLC	605	TC SANITATION DI	60510-53230	TC SANITATION DI	Annual MWWT Plant Testing	\$1,222.60
70884126	01/07/2026	132967	PACE ANALYTICAL SERVICES LLC	605	TC SANITATION DI	60510-53230	TC SANITATION DI	Water-Solids	\$264.20
70884127	01/07/2026	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	2073-53300	PUB GUARDIAN / P	2049445779-7 DEC 2025	\$725.78
70884127	01/07/2026	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	6021-53300	LIBRARY	3830640327-0	\$3,668.97

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70884127	01/07/2026	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	6021-53300	LIBRARY	5187236272-1	\$288.37
70884127	01/07/2026	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	7021-53300	PARKS & RECREATI	5376610062-1 Simpson Finnell	\$91.97
70884127	01/07/2026	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	7031-53300	CORNING VETERANS	2814804099-2 Dec 2025	\$705.66
70884127	01/07/2026	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	7031-53300	CORNING VETERANS	2856470763-7 Dec 2025	\$463.11
70884127	01/07/2026	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	7031-53300	CORNING VETERANS	4198882024-4 Dec 2025	\$33.38
70884127	01/07/2026	101231	PACIFIC GAS & ELECTRIC	105	FIRE FUND	2042-53300	FIRE SCH C VOL	0548465545-0	\$440.87
70884127	01/07/2026	101231	PACIFIC GAS & ELECTRIC	105	FIRE FUND	2042-53300	FIRE SCH C VOL	3385246924-7	\$60.75
70884127	01/07/2026	101231	PACIFIC GAS & ELECTRIC	105	FIRE FUND	2042-53300	FIRE SCH C VOL	5554481127-0	\$860.90
70884127	01/07/2026	101231	PACIFIC GAS & ELECTRIC	105	FIRE FUND	2042-53300	FIRE SCH C VOL	9221579500-3	\$988.68
70884128	01/07/2026	101267	PEERLESS BUILDING MAINT INC	102	ROAD FUND	3011-53140	ROAD DEPARTMENT	Janitorial Service - December	\$2,590.00
70884129	01/07/2026	101276	PETERSON TRACTOR	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	Cutting Edge (7D-1158)	\$4,717.96
70884130	01/07/2026	V000196	PLAN B PROFESSIONAL ANSWERING	108	SOCIAL SERVICES	5013-53120	SOCIAL SERVICES	2469	\$274.00
70884131	01/07/2026	127583	PRESTIGE RADIOLOGY INC	106	PUBLIC SAFETY	20321-532394	JAIL - HEALTH SE	TEHAMA CO JAIL	\$8,652.00
70884132	01/07/2026	117529	PRO PACIFIC	106	PUBLIC SAFETY	2032-53130	JAIL	61960	\$1,025.26
70884132	01/07/2026	117529	PRO PACIFIC	106	PUBLIC SAFETY	2032-53140	JAIL	61960	\$28.01
70884133	01/07/2026	108185	PRODUCERS DAIRY FOODS INC	106	PUBLIC SAFETY	2032-53130	JAIL	818652	\$420.34
70884134	01/07/2026	113400	R & R QUALITY MEATS	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	SNP MEAT ORDER 01/02/26	\$674.85
70884135	01/07/2026	110235	REDWOOD TOXICOLOGY	106	PUBLIC SAFETY	2037-53190	PROBATION	ACCT 000629 OCT 2025	\$10.00
70884135	01/07/2026	110235	REDWOOD TOXICOLOGY	106	PUBLIC SAFETY	2037-53190	PROBATION	ACCT 000629 SEPT 2025	\$658.65

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70884136	01/07/2026	115055	REEVES	106	PUBLIC SAFETY	2032-53110	JAIL	TE5RE	\$23.45
70884137	01/07/2026	101415	RIO ALTO WATER DISTRICT	105	FIRE FUND	2042-53300	FIRE SCH C VOL	UTILITIES	\$159.72
70884138	01/07/2026	113581	SATELLITE TRACKING OF PEOPLE L	106	PUBLIC SAFETY	2032-53230	JAIL	0016-000048	\$4,453.05
70884138	01/07/2026	113581	SATELLITE TRACKING OF PEOPLE L	106	PUBLIC SAFETY	2032-53230	JAIL	0016-000049	\$1,934.55
70884139	01/07/2026	133774	SERVICEWALA STORES LLC	101	GENERAL FUND	5062-53170	COMMUNITY ACTION	Teh. County CAA Car 35	\$57.16
70884139	01/07/2026	133774	SERVICEWALA STORES LLC	108	SOCIAL SERVICES	5013-53170	SOCIAL SERVICES	MAINTENANCE OF EQUIPMENT	\$169.40
70884140	01/07/2026	101509	SHELBY'S PEST CONTROL INC	106	PUBLIC SAFETY	2027-53230	SHERIFF	16129	\$55.00
70884141	01/07/2026	134616	SOUTH AVENUE INC	105	FIRE FUND	2042-53140	FIRE SCH C VOL	100781	\$91.14
70884141	01/07/2026	134616	SOUTH AVENUE INC	105	FIRE FUND	2042-53170	FIRE SCH C VOL	100781	\$7.74
70884141	01/07/2026	134616	SOUTH AVENUE INC	105	FIRE FUND	2042-53180	FIRE SCH C VOL	100781	\$20.46
70884142	01/07/2026	125408	STATE OF CALIFORNIA	105	FIRE FUND	2042-53171	FIRE SCH C VOL	RADIO MAINTENANCE	\$4,114.50
70884142	01/07/2026	125408	STATE OF CALIFORNIA	105	FIRE FUND	2042-53230	FIRE SCH C VOL	PROFESSIONAL/SPECIAL SERV	\$465.08
70884143	01/07/2026	134591	STEPHEN A DYKE	106	PUBLIC SAFETY	2037-53800	PROBATION	ACCT #1693	\$2,434.84
70884144	01/07/2026	135244	STEVE M SHUDOMA	101	GENERAL FUND	2073-53260	PUB GUARDIAN / P	AG# 292PA25 JAN 2026	\$540.00
70884145	01/07/2026	107566	SYSCO	106	PUBLIC SAFETY	2032-53130	JAIL	619919	\$2,300.28
70884145	01/07/2026	107566	SYSCO	106	PUBLIC SAFETY	2032-53140	JAIL	619919	\$82.32
70884145	01/07/2026	107566	SYSCO	106	PUBLIC SAFETY	2035-53130	DAY REPORTING CE	AC 346486 DRC FOOD	\$120.33
70884145	01/07/2026	107566	SYSCO	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	AC 346486	\$618.10
70884145	01/07/2026	107566	SYSCO	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	AC 346486 JDF	\$408.84

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70884145	01/07/2026	107566	SYSCO	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	SNP FOOD AC 346486	\$898.49
70884145	01/07/2026	107566	SYSCO	106	PUBLIC SAFETY	2036-53140	JUVENILE HALL	SNP HOUSEHOLD SUPPLIES	\$75.52
70884146	01/07/2026	V000184	TECHNICAL RESOURCE MANAGEMENT	108	SOCIAL SERVICES	5013-532300	SOCIAL SERVICES	FS-14078	\$36.00
70884147	01/07/2026	120624	TEHAMA PHARMACY & TRADING COMP	106	PUBLIC SAFETY	2036-53190	JUVENILE HALL	AC 99900437-NOV 25- JDF	\$672.76
70884148	01/07/2026	122965	THE PLUMBING SHOP	106	PUBLIC SAFETY	2036-53170	JUVENILE HALL	Supplies & work by TC Fac Main	\$203.78
70884149	01/07/2026	131312	TONY W ELSEA	106	PUBLIC SAFETY	2036-53170	JUVENILE HALL	Clean JDF Kitchen Hood	\$525.00
70884149	01/07/2026	131312	TONY W ELSEA	106	PUBLIC SAFETY	2036-53170	JUVENILE HALL	MAINTENANCE OF EQUIPMENT	\$0.00
70884150	01/07/2026	122810	TRANSUNION RISK	106	PUBLIC SAFETY	2027-53230	SHERIFF	859113	\$160.00
70884151	01/07/2026	118444	TULLIS INC	102	ROAD FUND	3011-53280	ROAD DEPARTMENT	Rip Rap - Class I 20lb	\$8,767.38
70884152	01/07/2026	105075	US FOODS INC	106	PUBLIC SAFETY	2032-53130	JAIL	3370715	\$6,505.66
70884152	01/07/2026	105075	US FOODS INC	106	PUBLIC SAFETY	2032-53140	JAIL	3370715	\$295.67
70884153	01/07/2026	101798	VALLEY VETERINARY CLINIC	106	PUBLIC SAFETY	2027-5323016	SHERIFF	208362	\$118.19
70884153	01/07/2026	101798	VALLEY VETERINARY CLINIC	106	PUBLIC SAFETY	2029-53230	SHERIFF ANIMAL R	220569	\$2,110.67
70884154	01/07/2026	117079	VERIZON WIRELESS	101	GENERAL FUND	2073-53120	PUB GUARDIAN / P	Acc# 770720905-00036	\$268.13
70884154	01/07/2026	117079	VERIZON WIRELESS	105	FIRE FUND	2042-53120	FIRE SCH C VOL	8706925054-00002	\$122.41
70884154	01/07/2026	117079	VERIZON WIRELESS	106	PUBLIC SAFETY	2035-53120	DAY REPORTING CE	770720905-00041 THRU 12/18/25	\$248.34
70884154	01/07/2026	117079	VERIZON WIRELESS	106	PUBLIC SAFETY	2036-53120	JUVENILE HALL	770720905-00041 THRU 12/18/25	\$158.80
70884154	01/07/2026	117079	VERIZON WIRELESS	106	PUBLIC SAFETY	2037-53120	PROBATION	770720905-00023 THRU 12/18/25	\$294.03

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70884154	01/07/2026	117079	VERIZON WIRELESS	106	PUBLIC SAFETY	2037-53120	PROBATION	770720905-00041 THRU 12/18/25	\$1,138.64
70884155	01/07/2026	117079	VERIZON WIRELESS	101	GENERAL FUND	2078-53120	DIV OF ANIMAL SE	742624470-00001 11/24-12/23	\$38.01
70884156	01/07/2026	136143	VESTIS SERVICES LLC	106	PUBLIC SAFETY	2028-53230	AUTO SHOP	176371000	\$245.57
70884157	01/07/2026	101821	WALKER PRINTING	106	PUBLIC SAFETY	2027-53220	SHERIFF	TEHAMA CO SHERIFFS	\$268.13
70884158	01/07/2026	109428	WEST PAYMENT CENTER	106	PUBLIC SAFETY	2027-53220	SHERIFF	1003067076	\$707.85
70884158	01/07/2026	109428	WEST PAYMENT CENTER	106	PUBLIC SAFETY	2027-53220	SHERIFF	CA PENAL CODE VOL 1 2026	\$278.85
70884158	01/07/2026	109428	WEST PAYMENT CENTER	106	PUBLIC SAFETY	2027-53220	SHERIFF	CA PENAL CODE VOL 2 2026	\$278.85
70884159	01/07/2026	V000441	WISE REFRIGERATION	106	PUBLIC SAFETY	2032-53170	JAIL	TCSO	\$1,876.50
70884160	01/07/2026	101904	Z A P MANUFACTURING INC	102	ROAD FUND	3011-53280	ROAD DEPARTMENT	Refurbished Labor Clean 12x36	\$232.00
70884162	01/07/2026	107169	BAY ALARM	102	ROAD FUND	3011-53250	ROAD DEPARTMENT	Alarm Monitoring Service Shop	\$147.00
70884163	01/07/2026	107169	BAY ALARM	102	ROAD FUND	3011-53250	ROAD DEPARTMENT	Alarm Monitoring Service Engi	\$195.30
70884164	01/07/2026	107169	BAY ALARM	102	ROAD FUND	3011-53250	ROAD DEPARTMENT	Alarm Monitoring Service Admin	\$148.50
70884165	01/07/2026	107169	BAY ALARM	102	ROAD FUND	3011-53250	ROAD DEPARTMENT	Alarm Monitoring Service OPS	\$138.93
70884167	01/07/2026	133289	BENEFIT COORDINATORS CORP-BCC	211	DENTAL INSURANCE	1112-53150	DENTAL	DEC 25 CLAIM	\$55,182.45
70884167	01/07/2026	133289	BENEFIT COORDINATORS CORP-BCC	211	DENTAL INSURANCE	1112-53230	DENTAL	DEC 25 ADMIN	\$3,697.23
70884167	01/07/2026	133289	BENEFIT COORDINATORS CORP-BCC	213	VISION	1113-53150	VISION	DEC 25 CLAIM	\$5,679.06
70884167	01/07/2026	133289	BENEFIT COORDINATORS CORP-BCC	213	VISION	1113-53230	VISION	DEC ADMIN	\$482.72
70884168	01/07/2026	103031	CALACT	527	TC TRANS COMM AD	3033-53200	TCTC PLANNING	MEMBERSHIPS & DUES	\$1,025.00

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70884169	01/07/2026	108035	CALIFORNIA BUILDING STANDARDS	115	BUILDING & SAFET	115-207761	NOT APPLICABLE	Fees for Tehama County	\$1,762.20
70884171	01/07/2026	142466	CARREL'S OFFICE MACHINES	115	BUILDING & SAFET	2065-53170	BUILDING & SAFET	065PA21	\$15.19
70884172	01/07/2026	T00512	CHICAGO TITLE COMPANY	421	TAX COLLECTOR TR	421-301311	NOT APPLICABLE	006070046 ESC#FWPS3022250218	\$1,032.95
70884172	01/07/2026	T00512	CHICAGO TITLE COMPANY	421	TAX COLLECTOR TR	421-301311	NOT APPLICABLE	COLLECTIONS	\$65.14
70884173	01/07/2026	T0026074	CITY OF RED BLUFF	117	TRANSPORTATION O	3037-53300	TRAX	UTILITIES	\$114.55
70884174	01/07/2026	125335	DAVID LESTER	603	TC FLOOD CTRL/WA	60310-53210	TC FLOOD CTRL/WA	MEETING STIPEND 12/10/25	\$25.00
70884175	01/07/2026	100526	DEPT OF CONSERVATION	115	BUILDING & SAFET	115-207799	NOT APPLICABLE	SMIP fees for Tehama County	\$1,523.93
70884176	01/07/2026	109997	DEPT OF JUSTICE	418	SHERIFF DOJ SERV	418-301800	NOT APPLICABLE	TEHAMA COUNTY	\$2,860.00
70884177	01/07/2026	126388	FIRST AMERICAN TITLE	421	TAX COLLECTOR TR	421-301311	NOT APPLICABLE	031-091-007-000 2025	\$153.29
70884180	01/07/2026	133497	GREG JONES	603	TC FLOOD CTRL/WA	60310-53210	TC FLOOD CTRL/WA	MEETING STIPEND 12/15/25	\$25.00
70884181	01/07/2026	125516	HAROLD MORRIS CRAIN	603	TC FLOOD CTRL/WA	60310-53210	TC FLOOD CTRL/WA	MEETING STIPEND 12/10/25	\$25.00
70884182	01/07/2026	112395	HOME DEPOT CREDIT SERVICES	102	ROAD FUND	3011-53270	ROAD DEPARTMENT	24 In Smooth Surface Push Broo	\$70.89
70884183	01/07/2026	112395	HOME DEPOT CREDIT SERVICES	102	ROAD FUND	3011-53180	ROAD DEPARTMENT	Acct :6035 3225 3253 9834	\$78.85
70884187	01/07/2026	124962	MARTHA SLACK	603	TC FLOOD	60310-53210	TC FLOOD CTRL/WA	MEETING STIPEND 12/10/25	\$25.00

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					CTRL/WA				
70884188	01/07/2026	134376	MATT HANSEN	603	TC FLOOD CTRL/WA	60310-53210	TC FLOOD CTRL/WA	MEETING STIPEND 12/15/25	\$25.00
70884189	01/07/2026	134851	MCENTIRE LANDSCAPING INC	117	TRANSPORTATION O	3037-53180	TRAX	MTCE STRUCT-IMPRV-GROUNDS	\$780.00
70884190	01/07/2026	132269	NITYAM LLC	108	SOCIAL SERVICES	108-105584	NOT APPLICABLE	PREPAID GIFT CARDS	\$1,600.00
70884191	01/07/2026	123562	OBSIDIAN	527	TC TRANS COMM AD	3033-53230	TCTC PLANNING	PROFESSIONAL/SPECIAL SERV	\$1,842.37
70884193	01/07/2026	130642	OPTIMIZE WORLDWIDE INC	527	TC TRANS COMM AD	3034-53230	TCTC ADMINISTRAT	PROFESSIONAL/SPECIAL SERV	\$25.00
70884196	01/07/2026	101232	PACIFIC GAS & ELECTRIC	102	ROAD FUND	3011-53300	ROAD DEPARTMENT	Acct : 1894334487-1	\$7.43
70884197	01/07/2026	101232	PACIFIC GAS & ELECTRIC	117	TRANSPORTATION O	3037-53300	TRAX	4985704735-8	\$2,999.02
70884198	01/07/2026	T00871	PLACER TITLE CO	421	TAX COLLECTOR TR	421-301311	NOT APPLICABLE	910-001-346-000	\$900.45
70884199	01/07/2026	V000509	PRIMO BRANDS	603	TC FLOOD CTRL/WA	60310-53220	TC FLOOD CTRL/WA	8730223266	\$79.93
70884200	01/07/2026	V000086	ROBERT BURROUGHS	603	TC FLOOD CTRL/WA	60310-53210	TC FLOOD CTRL/WA	MEETING STIPEND 12/15/25	\$25.00
70884202	01/07/2026	T0043683	SANTA CLARA COUNTY CLERK-RECOR	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	SUPPORT AND CARE - OTHER	\$26.00
70884205	01/07/2026	101509	SHELBY'S PEST CONTROL INC	102	ROAD FUND	3011-53140	ROAD DEPARTMENT	Pest Control Dist. C December	\$70.00
70884206	01/07/2026	101509	SHELBY'S PEST CONTROL INC	102	ROAD FUND	3011-53140	ROAD DEPARTMENT	Pest Control Dist. B December2	\$70.00
70884207	01/07/2026	101509	SHELBY'S PEST CONTROL INC	102	ROAD FUND	3011-53140	ROAD DEPARTMENT	Pest Control Gerber Yard Decem	\$220.00

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70884209	01/07/2026	113268	STATE WATER RESOURCES CONTROL	102	ROAD FUND	3015-53230	ROAD CAPITAL PRO	WQC fill & excavation annual f	\$3,540.00
70884211	01/07/2026	T00872	TERI GABRIELSEN	421	TAX COLLECTOR TR	421-301311	NOT APPLICABLE	003-040-005-000 2025	\$25.00
70884212	01/07/2026	124961	TODD HAMER	603	TC FLOOD CTRL/WA	60310-53210	TC FLOOD CTRL/WA	MEETING STIPEND 12/10/25	\$25.00
70884213	01/07/2026	V000085	TOM WALKER	603	TC FLOOD CTRL/WA	60310-53210	TC FLOOD CTRL/WA	MEETING STIPEND 12/15/25	\$25.00
70884214	01/07/2026	134948	UBEO MIDCO LLC	527	TC TRANS COMM AD	3033-53220	TCTC PLANNING	OFFICE EXPENSE	\$269.91
70884215	01/07/2026	117079	VERIZON WIRELESS	527	TC TRANS COMM AD	3033-53120	TCTC PLANNING	442340919-00002	\$641.68
70884216	01/07/2026	117079	VERIZON WIRELESS	117	TRANSPORTATION O	3037-53230	TRAX	442340919-00002	\$798.21
70884218	01/08/2026	V000851	ANIMAL CONTROL & CARE ACADEMY	106	PUBLIC SAFETY	2029-53290	SHERIFF ANIMAL R	TEHAMA CO SHERIFFS	\$1,190.00
70884219	01/08/2026	112295	APEX TECHNOLOGY MANAGEMENT INC	101	GENERAL FUND	1073-53230	GENERAL SERVICES	APZQ32416	\$5,850.69
70884220	01/08/2026	101233	AT&T	108	SOCIAL SERVICES	5013-53120	SOCIAL SERVICES	248 134-7711 774 9	\$4.43
70884221	01/08/2026	103939	AT&T	106	PUBLIC SAFETY	2027-53120	SHERIFF	9391032841	\$36.53
70884221	01/08/2026	103939	AT&T	108	SOCIAL SERVICES	5013-53120	SOCIAL SERVICES	9391037769	\$9.14
70884222	01/08/2026	117161	AT&T MOBILITY/CINGULAR WIRELES	712	TEHAMA MAJOR CRI	71210-53120	TEHAMA MAJOR CRI	834696643	\$405.10
70884223	01/08/2026	109358	BALDWIN CONTRACTING CO INC	102	ROAD FUND	3011-53280	ROAD DEPARTMENT	Wwet Patch - UPM - District C	\$3,604.68
70884224	01/08/2026	127749	BENNET OMALU	101	GENERAL FUND	2072-53230	SHERIFF - CORONE	TEHAMA CO SHERIFFS	\$2,970.00

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			PATHOLOGY INC						
70884224	01/08/2026	127749	BENNET OMALU PATHOLOGY INC	101	GENERAL FUND	2072-53230	SHERIFF - CORONE	TOXICOLOGY FEES 25-01924	\$397.00
70884224	01/08/2026	127749	BENNET OMALU PATHOLOGY INC	101	GENERAL FUND	2072-53230	SHERIFF - CORONE	TOXICOLOGY FEES 25-0273	\$266.00
70884225	01/08/2026	122025	BIMBO BAKERIES USA	106	PUBLIC SAFETY	2035-53130	DAY REPORTING CE	AC 363203-1	\$75.90
70884225	01/08/2026	122025	BIMBO BAKERIES USA	106	PUBLIC SAFETY	2035-53130	DAY REPORTING CE	AC 363203-1 DRC	\$50.60
70884226	01/08/2026	V000530	BLUE TRITON BRANDS INC	101	GENERAL FUND	4011-53210	ENVIRONMENTAL HE	Acct# 8730224249	\$119.94
70884226	01/08/2026	V000530	BLUE TRITON BRANDS INC	712	TEHAMA MAJOR CRI	71210-53230	TEHAMA MAJOR CRI	8730225486	\$68.94
70884226	01/08/2026	V000530	BLUE TRITON BRANDS INC	712	TEHAMA MAJOR CRI	71210-53230	TEHAMA MAJOR CRI	COOLER RENTAL	\$12.86
70884226	01/08/2026	V000530	BLUE TRITON BRANDS INC	712	TEHAMA MAJOR CRI	71210-53230	TEHAMA MAJOR CRI	DELIVERY FEE	\$29.98
70884227	01/08/2026	142466	CARREL'S OFFICE MACHINES	101	GENERAL FUND	1013-53170	CLERK OF THE BOA	Agmt 79PA25	\$16.02
70884227	01/08/2026	142466	CARREL'S OFFICE MACHINES	101	GENERAL FUND	2011-53170	DA VICTIM/WITNES	MAINTENANCE OF EQUIPMENT	\$12.17
70884227	01/08/2026	142466	CARREL'S OFFICE MACHINES	101	GENERAL FUND	2071-53170	CLERK - RECORDER	Agmt 78PA25	\$77.20
70884227	01/08/2026	142466	CARREL'S OFFICE MACHINES	106	PUBLIC SAFETY	2007-53170	DA WELFARE FRAUD	MAINTENANCE OF EQUIPMENT	\$45.94
70884227	01/08/2026	142466	CARREL'S OFFICE MACHINES	106	PUBLIC SAFETY	2013-53170	DISTRICT ATTORNE	MAINTENANCE OF EQUIPMENT	\$135.30
70884228	01/08/2026	V000287	CINTAS CORPORATION NO 2	102	ROAD FUND	3011-53110	ROAD DEPARTMENT	Coveralls	\$33.30

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70884228	01/08/2026	V000287	CINTAS CORPORATION NO 2	102	ROAD FUND	3011-53140	ROAD DEPARTMENT	3x5 Black Mat	\$14.13
70884228	01/08/2026	V000287	CINTAS CORPORATION NO 2	102	ROAD FUND	3011-53140	ROAD DEPARTMENT	Household	\$32.10
70884228	01/08/2026	V000287	CINTAS CORPORATION NO 2	102	ROAD FUND	3011-532801	ROAD DEPARTMENT	Shop Towels	\$33.82
70884229	01/08/2026	100376	CITY OF RED BLUFF	106	PUBLIC SAFETY	2036-53300	JUVENILE HALL	11/05/25-12/02/25 WATERSEWER	\$314.72
70884230	01/08/2026	130737	DANA HOLLMER	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	\$211.10
70884231	01/08/2026	103045	DEPT OF JUSTICE	106	PUBLIC SAFETY	2036-53230	JUVENILE HALL	AC 141852Nov 25 Fingerprints	\$256.00
70884232	01/08/2026	104716	DIVERSIFIED SERVICES/COPY CENT	101	GENERAL FUND	4011-53230	ENVIRONMENTAL HE	Permit To Operate	\$67.19
70884233	01/08/2026	126292	DOCS MEDICAL GROUP	108	SOCIAL SERVICES	5013-532300	SOCIAL SERVICES	PROFESSION/SPEC OTHER	\$195.00
70884234	01/08/2026	126292	DOCS MEDICAL GROUP	101	GENERAL FUND	1013-53230	CLERK OF THE BOA	A. Miller Phys Agmt 2023-365	\$65.00
70884234	01/08/2026	126292	DOCS MEDICAL GROUP	101	GENERAL FUND	1052-53230	ELECTIONS	H. Gilmore Phys Agmt 2023-365	\$65.00
70884235	01/08/2026	118866	EARTHGRAINS BAKING COMPANIES I	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	AC 1942083-1 FOR SNP	\$15.96
70884235	01/08/2026	118866	EARTHGRAINS BAKING COMPANIES I	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	AC 194283-1 SNP	\$263.94
70884235	01/08/2026	118866	EARTHGRAINS BAKING COMPANIES I	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	AC 214109-1 JDF	\$282.41
70884235	01/08/2026	118866	EARTHGRAINS BAKING COMPANIES I	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	AC# 214109-1 JDF	\$55.33
70884236	01/08/2026	106105	ECOLAB	106	PUBLIC SAFETY	2036-53140	JUVENILE HALL	AC 504377800 SUPPLIES	\$240.66
70884237	01/08/2026	133220	NAPA AUTO PARTS	106	PUBLIC SAFETY	2036-53170	JUVENILE HALL	AC 56355 FACILITY Maintenance	\$2.82
70884238	01/08/2026	134605	FASTENERS INC	106	PUBLIC SAFETY	2027-53170	SHERIFF	34812	\$271.95

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70884238	01/08/2026	134605	FASTENERS INC	106	PUBLIC SAFETY	2035-53170	DAY REPORTING CE	DRC supplies A/C 539	\$8.73
70884239	01/08/2026	113113	GREEN WASTE OF TEHAMA	101	GENERAL FUND	2062-55543	CODE/MARIJUANA E	Acct#4019-10243	\$850.75
70884239	01/08/2026	113113	GREEN WASTE OF TEHAMA	106	PUBLIC SAFETY	2037-53140	PROBATION	Dec 2025 Services/ Dump	\$266.12
70884240	01/08/2026	136121	HUNT & SONS LLC	101	GENERAL FUND	2072-53291	SHERIFF - CORONE	6038	\$242.74
70884240	01/08/2026	136121	HUNT & SONS LLC	101	GENERAL FUND	2075-53291	OFFICE OF EMERG	6038	\$58.54
70884240	01/08/2026	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2023-53291	BAILIFF	6038	\$63.55
70884240	01/08/2026	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2024-53291	BOATING GRANTS	6038	\$339.20
70884240	01/08/2026	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2027-53291	SHERIFF	6038	\$8,871.46
70884240	01/08/2026	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2029-53291	SHERIFF ANIMAL R	6038	\$1,485.21
70884240	01/08/2026	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2032-53291	JAIL	6038	\$570.02
70884241	01/08/2026	130113	IC SOLUTIONS	510	PRISONERS WELFAR	51010-53120	PRISONERS WELFAR	IC SOULTIONS INVOICE 01062025	\$1,497.40
70884242	01/08/2026	101699	JOHN W CORNELISON DBA	101	GENERAL FUND	2073-53180	PUB GUARDIAN / P	PG Re-keying	\$70.74
70884242	01/08/2026	101699	JOHN W CORNELISON DBA	106	PUBLIC SAFETY	2035-53170	DAY REPORTING CE	KEYS	\$11.15
70884243	01/08/2026	108299	KEEFE COMMISSARY NETWORK	510	PRISONERS WELFAR	51010-53130	PRISONERS WELFAR	KEEFE INVOICE 01072026	\$1,577.95
70884243	01/08/2026	108299	KEEFE COMMISSARY NETWORK	510	PRISONERS WELFAR	51010-53130	PRISONERS WELFAR	KEEFE REFUND INOICE 2 01072026	(\$1.42)
70884243	01/08/2026	108299	KEEFE COMMISSARY NETWORK	510	PRISONERS WELFAR	51010-53130	PRISONERS WELFAR	KEEFE REFUND INVOICE 01072026	(\$4.78)
70884244	01/08/2026	V000743	LEHR	106	PUBLIC SAFETY	2027-57605	SHERIFF	66090	\$8,630.31
70884245	01/08/2026	102528	LES SCHWAB TIRE CENTER	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	Flat Tire Repair - 641	\$42.62
70884246	01/08/2026	108877	LEXIS NEXIS RISK DATA MGMT INC	106	PUBLIC SAFETY	2013-53230	DISTRICT ATTORNE	PROFESSIONAL/SPECIAL SERV	\$1,065.75

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70884247	01/08/2026	123948	LEXIS NEXIS RISK SOLUTIONS	101	GENERAL FUND	2062-53230	CODE/MARIJUANA E	Acct# 1583916	\$283.46
70884247	01/08/2026	123948	LEXIS NEXIS RISK SOLUTIONS	106	PUBLIC SAFETY	2013-53120	DISTRICT ATTORNE	COMMUNICATIONS	\$165.50
70884248	01/08/2026	120101	MANDI SELVESTER	106	PUBLIC SAFETY	2013-53230	DISTRICT ATTORNE	PROFESSIONAL/SPECIAL SERV	\$275.00
70884249	01/08/2026	121834	MEALS ON WHEELS OF AMERICA	116	SENIOR NUTRITION	5063-53200	SENIOR NUTRITION	Meals on Wheels Membership	\$250.00
70884250	01/08/2026	123562	OBSIDIAN	106	PUBLIC SAFETY	2036-53230	JUVENILE HALL	27113b JDF January 2026	\$5,250.32
70884250	01/08/2026	123562	OBSIDIAN	106	PUBLIC SAFETY	2037-53230	PROBATION	January 2026 Probation 27113A	\$5,250.31
70884251	01/08/2026	104757	OFFICE DEPOT (BUSINESS SVCS DI	101	GENERAL FUND	4011-53220	ENVIRONMENTAL HE	Acct# 89517192	\$86.35
70884251	01/08/2026	104757	OFFICE DEPOT (BUSINESS SVCS DI	106	PUBLIC SAFETY	2037-53220	PROBATION	AC 89517192 CLIP BINDERS	\$114.20
70884251	01/08/2026	104757	OFFICE DEPOT (BUSINESS SVCS DI	106	PUBLIC SAFETY	2037-53220	PROBATION	AC 89517192 TONER	\$423.54
70884252	01/08/2026	132967	PACE ANALYTICAL SERVICES LLC	605	TC SANITATION DI	60510-53230	TC SANITATION DI	Mineral Quarterly Waste Water	\$4,698.80
70884253	01/08/2026	108185	PRODUCERS DAIRY FOODS INC	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	AC 692071	\$379.85
70884253	01/08/2026	108185	PRODUCERS DAIRY FOODS INC	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	AC 717115	\$186.82
70884253	01/08/2026	108185	PRODUCERS DAIRY FOODS INC	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	AC 717115 SNP	\$511.82
70884254	01/08/2026	113400	R & R QUALITY MEATS	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	257860 JDF	\$391.64
70884255	01/08/2026	106620	RALEYS IN STORE CHARGE	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	STORE 233 CARD XXX8045	\$17.97
70884256	01/08/2026	134904	S&R ENTERPRISES INC	113	CHILD SUPPORT	5015-53280	CHILD SUPPORT SE	SPECIAL DEPARTMENTAL EXP	\$830.00

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70884257	01/08/2026	130663	SAFARILAND, LLC	106	PUBLIC SAFETY	2007-53170	DA WELFARE FRAUD	MAINTENANCE OF EQUIPMENT	\$290.35
70884257	01/08/2026	130663	SAFARILAND, LLC	106	PUBLIC SAFETY	2013-53170	DISTRICT ATTORNE	MAINTENANCE OF EQUIPMENT	\$616.95
70884258	01/08/2026	102334	SATCOM GLOBAL INC	106	PUBLIC SAFETY	2027-53120	SHERIFF	5028WCC	\$187.35
70884259	01/08/2026	135342	SOLUTIONS WEST	108	SOCIAL SERVICES	5013-53230	SOCIAL SERVICES	PROFESSIONAL/SPECIAL SERV	\$38,147.50
70884260	01/08/2026	134591	STEPHEN A DYKE	106	PUBLIC SAFETY	2027-532214	SHERIFF	1694	\$60.19
70884261	01/08/2026	131147	STEVE WESTABY	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	ORANGES 12/15/26 SNP	\$156.00
70884261	01/08/2026	131147	STEVE WESTABY	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	ORGANGES 12/15/2025	\$152.00
70884262	01/08/2026	107566	SYSCO	106	PUBLIC SAFETY	2035-53130	DAY REPORTING CE	AC 346486 631167967A	\$111.38
70884262	01/08/2026	107566	SYSCO	106	PUBLIC SAFETY	2035-53140	DAY REPORTING CE	DRC 631167967B #346486	\$645.59
70884262	01/08/2026	107566	SYSCO	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	AC 346486 631167965A SNP	\$1,651.07
70884262	01/08/2026	107566	SYSCO	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	AC 346486 631167966a	\$1,554.22
70884262	01/08/2026	107566	SYSCO	106	PUBLIC SAFETY	2036-53140	JUVENILE HALL	346486 631167965B SNP	\$56.92
70884262	01/08/2026	107566	SYSCO	106	PUBLIC SAFETY	2036-53140	JUVENILE HALL	346486 631167966b	\$47.89
70884263	01/08/2026	109099	TEHAMA ASPHALT	102	ROAD FUND	3011-53280	ROAD DEPARTMENT	1/2"AC - Baker Rd	\$114,246.94
70884264	01/08/2026	135756	TRUSTED TECH TEAM LLC	101	GENERAL FUND	1073-53170	GENERAL SERVICES	CB-231384	\$1,908.74
70884264	01/08/2026	135756	TRUSTED TECH TEAM LLC	101	GENERAL FUND	1073-53170	GENERAL SERVICES	CB-238568	\$1,942.82
70884265	01/08/2026	105075	US FOODS INC	106	PUBLIC SAFETY	2032-53130	JAIL	3370715	\$1,758.39
70884266	01/08/2026	136596	WBCP INC	102	ROAD FUND	3011-53230	ROAD DEPARTMENT	Reimbursement of expenses : Ov	\$76.00
70884267	01/08/2026	V000855	WESLEY ROHR	101	GENERAL FUND	101-206111	NOT APPLICABLE	GROUNDWATER WELL PERMIT DEPOSIT	\$300.00
70884268	01/08/2026	113681	WORLD TELECOM INC	101	GENERAL FUND	1074-53230	FACILITIES MAINT	28592	\$554.73
70884269	01/08/2026	112949	ADAMS ASHBY GROUP INC	103	CAPITAL OUTLAY	1081-57515	PLANT ACQUISITIO	CORNING VET HVAC/MISC	\$10,200.00
70884269	01/08/2026	112949	ADAMS ASHBY GROUP INC	103	CAPITAL OUTLAY	1081-57597	PLANT ACQUISITIO	WALNUT ST SLURRY SEAL	\$6,000.00

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70884271	01/08/2026	100375	CITY OF CORNING	328	S/T SHARING DIST	328-301800	NOT APPLICABLE	10% SHARE 3RD QTR 2025	\$43,612.65
70884272	01/08/2026	100376	CITY OF RED BLUFF	328	S/T SHARING DIST	328-301800	NOT APPLICABLE	10% SHARE 3RD QTR 2025	\$57,450.31
70884273	01/08/2026	L207805	COLONIAL LIFE AND ACCIDENT INS	265	COUNTY P/R TRUST	265-207805	NOT APPLICABLE	COLONIAL OVERCHARGED	\$5,208.81
70884274	01/08/2026	V000854	CONNER MCKENZIE	265	COUNTY P/R TRUST	265-207825	NOT APPLICABLE	UNIFORM ADVANCE	\$360.00
70884276	01/08/2026	123685	DARLA HICKMAN	265	COUNTY P/R TRUST	265-207805	NOT APPLICABLE	COLONIAL OVERCHARGED	\$300.44
70884279	01/08/2026	T0042817	JEFF ELDRED	101	GENERAL FUND	2011-53290	DA VICTIM/WITNES	MASTERCLASS SUMMIT ONDOMESTIC	\$537.50
70884279	01/08/2026	T0042817	JEFF ELDRED	101	GENERAL FUND	20114-53290	HUMAN TRAFFICKNG	MASTERCLASS ON DOMESTIC	\$537.50
70884281	01/08/2026	V000852	MANUEL CRUZ	108	SOCIAL SERVICES	5013-55400	SOCIAL SERVICES	TOP Refund RA 808884099	\$304.65
70884281	01/08/2026	V000852	MANUEL CRUZ	422	D-5011 TRUST	422-301800	NOT APPLICABLE	TOP processing Fee	\$23.72
70884282	01/08/2026	120195	MEGHAN SWAIN	101	GENERAL FUND	2011-53290	DA VICTIM/WITNES	PROSECUTING CRIMES AGAINST WOM	\$1,196.20
70884283	01/08/2026	V000813	NATHAN DANIEL POLK	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	\$63.21
70884284	01/08/2026	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	5062-55400	COMMUNITY ACTION	Acct #6400884615-2 Client155	\$577.46
70884286	01/08/2026	101627	STATE CONTROLLER'S OFFICE	408	SB2 HOUSING FEES	408-207761	NOT APPLICABLE	SB2 HOUSING FEES	\$114,105.30
70884287	01/08/2026	113268	STATE WATER RESOURCES CONTROL	102	ROAD FUND	3015-53230	ROAD CAPITAL PRO	WQC fill & excavation Annual P	\$3,540.00
70884288	01/08/2026	134089	TIA BRANTON TRUSTEE	101	GENERAL FUND	2062-53220	CODE/MARIJUANA E	OFFICE EXPENSE	\$80.00
70884290	01/09/2026	122859	ACCESS INFORMATION HOLDINGS LL	108	SOCIAL SERVICES	5013-53140	SOCIAL SERVICES	CH001032	\$3,479.70

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70884291	01/09/2026	134185	AGILE OCCUPATIONAL MEDICINE PC	105	FIRE FUND	2042-53230	FIRE SCH C VOL	PROFESSIONAL/SPECIAL SERV	\$920.00
70884292	01/09/2026	V000678	ALONDRA TEJEDA	535	TC CHILD & FAMIL	53510-555221	TC CHILD & FAMIL	LITERACY	\$445.00
70884293	01/09/2026	132399	AMAZON CAPITAL SERVICES	105	FIRE FUND	2042-53170	FIRE SCH C VOL	208365	\$133.27
70884293	01/09/2026	132399	AMAZON CAPITAL SERVICES	535	TC CHILD & FAMIL	53510-555220	TC CHILD & FAMIL	A3S7MY8K7CJBZO	\$96.67
70884294	01/09/2026	V000853	AMERICAN SPORTSMAN HOLDINGS CO	102	ROAD FUND	3011-53110	ROAD DEPARTMENT	Supermag Stout Chest Waders -	\$272.35
70884295	01/09/2026	100088	AMERIGAS PROPANE LP	105	FIRE FUND	2042-53250	FIRE SCH C VOL	200787534	\$156.07
70884296	01/09/2026	103939	AT&T	105	FIRE FUND	2042-53120	FIRE SCH C VOL	9391032842	\$39.45
70884296	01/09/2026	103939	AT&T	105	FIRE FUND	2042-53120	FIRE SCH C VOL	9391032960	\$95.49
70884297	01/09/2026	133996	ATHENA ANN DYER	535	TC CHILD & FAMIL	53510-555206	TC CHILD & FAMIL	COMM STRENGTH/BUILDING	\$400.00
70884298	01/09/2026	126991	AXON ENTERPRISES INC	106	PUBLIC SAFETY	2037-53280	PROBATION	Taser equip. cartridge/HLoop	\$2,359.63
70884299	01/09/2026	122025	BIMBO BAKERIES USA	106	PUBLIC SAFETY	2035-53130	DAY REPORTING CE	AC 363203-1	\$25.30
70884300	01/09/2026	100375	CITY OF CORNING	101	GENERAL FUND	7031-53300	CORNING VETERANS	ACC#100-0595-001 DEC 2025	\$221.90
70884301	01/09/2026	126292	DOCS MEDICAL GROUP	101	GENERAL FUND	5062-53230	COMMUNITY ACTION	PROFESSIONAL/SPECIAL SERV	\$120.00
70884301	01/09/2026	126292	DOCS MEDICAL GROUP	108	SOCIAL SERVICES	5013-532300	SOCIAL SERVICES	PROFESSION/SPEC OTHER	\$65.00
70884302	01/09/2026	131138	ECLIPSE MEDIA SOLUTIONS	535	TC CHILD & FAMIL	53510-53230	TC CHILD & FAMIL	PROFESSIONAL/SPECIAL SERV	\$311.25
70884303	01/09/2026	V000857	EQUIFAX INC	113	CHILD SUPPORT	5015-53230	CHILD SUPPORT SE	0210 OBA 0165119429	\$349.30
70884304	01/09/2026	V000233	GENUINE PARTS COMPANY INC	101	GENERAL FUND	1014-53180	COUNTY ADMINISTR	56355	\$28.01

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70884304	01/09/2026	V000233	GENUINE PARTS COMPANY INC	101	GENERAL FUND	1025-53180	PURCHASING	56355	\$5.86
70884304	01/09/2026	V000233	GENUINE PARTS COMPANY INC	101	GENERAL FUND	1031-53180	COUNTY COUNSEL	56355	\$10.42
70884304	01/09/2026	V000233	GENUINE PARTS COMPANY INC	101	GENERAL FUND	1041-53180	PERSONNEL	56355	\$7.81
70884304	01/09/2026	V000233	GENUINE PARTS COMPANY INC	101	GENERAL FUND	1076-53180	PROPERTY PLANNIN	56355	\$6.52
70884304	01/09/2026	V000233	GENUINE PARTS COMPANY INC	105	FIRE FUND	2042-53170	FIRE SCH C VOL	33156422	\$1,078.01
70884304	01/09/2026	V000233	GENUINE PARTS COMPANY INC	107	RISK MANAGEMENT	1101-53180	RISK MANAGEMENT	56355	\$6.52
70884305	01/09/2026	113244	GREEN WASTE OF TEHAMA	535	TC CHILD & FAMIL	53510-53300	TC CHILD & FAMIL	4018 2781765	\$47.81
70884306	01/09/2026	113429	GREEN WASTE OF TEHAMA	108	SOCIAL SERVICES	5013-53140	SOCIAL SERVICES	4018-2756737-001	\$72.01
70884307	01/09/2026	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2007-53291	DA WELFARE FRAUD	6242	\$173.66
70884307	01/09/2026	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2013-53291	DISTRICT ATTORNE	6242	\$505.55
70884308	01/09/2026	135844	LENDERS CONSTRUCTION SERVICES	103	CAPITAL OUTLAY	1081-57586	PLANT ACQUISITIO	JAIL RE-ENTRY	\$331,362.50
70884309	01/09/2026	115402	LIONAKIS	103	CAPITAL OUTLAY	1081-57586	PLANT ACQUISITIO	015032	\$15,900.00
70884310	01/09/2026	132992	LOOKING GLASS MEDIA LLC	113	CHILD SUPPORT	5015-53230	CHILD SUPPORT SE	PROFESSIONAL/SPECIAL SERV	\$976.00
70884311	01/09/2026	106919	NORTHERN CAL CHILD DEVELOPMENT	535	TC CHILD & FAMIL	53510-555220	TC CHILD & FAMIL	EARLY MENTAL HEALTH	\$7,200.00
70884312	01/09/2026	101231	PACIFIC GAS & ELECTRIC	105	FIRE FUND	2042-53300	FIRE SCH C VOL	3356470731-4	\$390.56
70884312	01/09/2026	101231	PACIFIC GAS & ELECTRIC	105	FIRE FUND	2042-53300	FIRE SCH C VOL	7638641704-2	\$65.29
70884313	01/09/2026	102904	PITNEY BOWES	108	SOCIAL SERVICES	5013-53170	SOCIAL SERVICES	0015692373	\$2,294.40

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70884314	01/09/2026	130243	PRIME42 LLC	113	CHILD SUPPORT	5015-53230	CHILD SUPPORT SE	PROFESSIONAL/SPECIAL SERV	\$150.00
70884315	01/09/2026	106620	RALEYS IN STORE CHARGE	535	TC CHILD & FAMIL	53510-555219	TC CHILD & FAMIL	5002101	\$69.70
70884316	01/09/2026	110235	REDWOOD TOXICOLOGY	106	PUBLIC SAFETY	2037-53190	PROBATION	ACCT#000629 JUNE 25	\$136.75
70884317	01/09/2026	133280	RILEY HENDERSON	535	TC CHILD & FAMIL	53510-555220	TC CHILD & FAMIL	EARLY MENTAL HEALTH	\$896.21
70884318	01/09/2026	135605	SPECTRUM	535	TC CHILD & FAMIL	53510-53120	TC CHILD & FAMIL	8413 12011 0296548	\$141.25
70884319	01/09/2026	101757	TRIPLE R GAS	105	FIRE FUND	2042-53300	FIRE SCH C VOL	5442	\$176.96
70884319	01/09/2026	101757	TRIPLE R GAS	105	FIRE FUND	2042-53300	FIRE SCH C VOL	8839M	\$545.75
70884320	01/09/2026	118765	UNIVERSITY OF CALIFORNIA SAN F	535	TC CHILD & FAMIL	53510-555220	TC CHILD & FAMIL	EARLY MENTAL HEALTH	\$40,065.50
70884321	01/09/2026	117977	US BANK CORP PAYMENT SYSTEM	326	CALCARD	326-301800	NOT APPLICABLE	4246 0445 5565 1011	\$50,425.09
70884322	01/09/2026	120407	VERIZON BUSINESS	101	GENERAL FUND	1023-53120	ASSESSOR	inv6131355643 ac770720905-0034	\$153.72
70884323	01/09/2026	117079	VERIZON WIRELESS	105	FIRE FUND	2042-53120	FIRE SCH C VOL	870692054-00001	\$272.02
70884324	01/09/2026	130904	CHARLES MARCOTT	102	ROAD FUND	3011-53280	ROAD DEPARTMENT	CLASS A RENEWAL	\$58.00
70884325	01/09/2026	T00873	DAVID ZEICHICK	421	TAX COLLECTOR TR	421-301311	NOT APPLICABLE	100-210-028-200	\$1,819.38
70884326	01/09/2026	V000410	FAMILY CONNECTIONS CHRISTIAN A	108	SOCIAL SERVICES	5013-532300	SOCIAL SERVICES	PAARP Cost- 2048424	\$4,000.00
70884327	01/09/2026	112395	HOME DEPOT CREDIT SERVICES	101	GENERAL FUND	1074-53140	FACILITIES MAINT	HOUSEHOLD EXPENSE	\$88.53
70884327	01/09/2026	112395	HOME DEPOT CREDIT SERVICES	101	GENERAL FUND	1074-53180	FACILITIES MAINT	MTCE STRUCT-IMPRV-GROUNDS	\$1,679.83
70884327	01/09/2026	112395	HOME DEPOT CREDIT SERVICES	101	GENERAL FUND	1074-53210	FACILITIES MAINT	MISCELLANEOUS EXPENSE	\$683.76

Tehama County
TEBK400 - Check Register
Issue Dates between Dec 28, 2025 and Jan 10, 2026

Report Generated on: Jan 12, 2026 8:22:46 AM

Check Number	Check Date	Vendor	Vendor Name	Fund	Fund Description	Budget Unit-Account	Budget Unit Description	Description	Check Amount
70884327	01/09/2026	112395	HOME DEPOT CREDIT SERVICES	101	GENERAL FUND	1074-53220	FACILITIES MAINT	OFFICE EXPENSE	\$18.65
70884327	01/09/2026	112395	HOME DEPOT CREDIT SERVICES	101	GENERAL FUND	1074-53270	FACILITIES MAINT	SMALL TOOLS & INSTRUMENTS	\$461.69
70884327	01/09/2026	112395	HOME DEPOT CREDIT SERVICES	101	GENERAL FUND	7021-53606	PARKS & RECREATI	RIDGEWAY PARK	\$68.42
70884328	01/09/2026	101620	STATE TREASURER	378	STATE FUND REDEM	378-301800	NOT APPLICABLE	FUND BALANCE	\$5,325.00
70884329	01/09/2026	109469	TERESA CURIEL TRUSTEE	108	SOCIAL SERVICES	5013-53140	SOCIAL SERVICES	HOUSEHOLD EXPENSE	\$14.56
70884329	01/09/2026	109469	TERESA CURIEL TRUSTEE	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	SUPPORT AND CARE - OTHER	\$108.14



Tehama County

Agenda Request Form

File #: 26-0054

Agenda Date: 1/27/2026

Agenda #: 2.

AUDITOR'S CLAIMS

Requested Action(s)

- a) Court Operations, 2026-53221, Stone Lae Office, Lindsay T. Stone, \$4,240.00
- b) Court Operations, 2021-53160, Ruth Ballard, PH.D., Inc., \$2,000.00
- c) Court Operations, 2021-53160, Ruth Ballard, PH.D., Inc., \$1,200.00

Financial Impact:

As Listed.

Background Information:

[Click here to enter Background Info.](#)

COUNTY OF TEHAMA
STATE OF CALIFORNIA

CLAIM/AUTHORIZATION FOR RELEASE OF FUNDS

CLAIMANT'S NAME: Stone Law Office
ADDRESS: Lindsay T. Stone
1558 West Street, Suite 2
Redding, CA 96001

26-0054

AUDITORS USE ONLY	
COUNTY CLAIM NO:	
VENDOR NO: <u>136435</u>	KP & VERIFIED:

(Do not address if transaction is between county departments)

DEPARTMENT: Defense Counsel	DEPARTMENT USE:
	PURCHASE ORDER/AGREEMENT NO:

FUND DEPT	AVT. BR.	AVT. LINE	AVT. ITEM	DESCRIPTION (25 positions)	AMOUNT
2065	52320			People vs	\$ 4,240.00
2026	53221			Case Number 25CR123 and 22CR1062	
				10/02/25	

DATE	DESCRIPTION - CLAIMS MUST BE ITEMIZED AND INVOICES ATTACHED.	TOTAL ▶	\$ 4,240.00
------	--	---------	-------------

Conflict Counsel Appointment

Purchase Order Required:

- Supplies over allowed maximum
- Supplies + labor or installation charges
- One-time Services (Ins. must be on file)
- Write P.O. Number above & attach to claim

Agreement Required:

- All services except one-time
- Insurance must be on file
- Write Agreement number above

Under penalty of perjury, I certify: that the above claim, and the items and statements as herein set forth, are true and correct; that no part has been paid, and that the amount therein is justly due, and that the same is presented within one year after the last item thereof has accrued.

AUDITOR USE ONLY	
I hereby certify that the above claim was examined and approved by this office.	
By <u>AZ 118126</u>	LEROY ANDERSON Auditor/Controller
Deputy County Auditor	
BOARD OF SUPERVISORS	
Approved: Date _____	
Chairman	

CLAIMANT [Signature]

I hereby certify, under penalty of perjury, that I have not violated any of the provisions of Article Four, Chapter One, Division Four, Title One of the Calif. Gov. Code. Furthermore, that the articles or services specified in the above claim were necessary and were ordered by me for use by the department and for the purpose indicated above that the articles or services have been delivered or performed as stated hereon except as otherwise indicated by me.

SIGNER [Signature]

Department Head or Authorized Signature/Date

RECEIVED
DEC 19 2025

26-0054

COUNTY OF TEHAMA
STATE OF CALIFORNIA
CLAIM / AUTHORIZATION FOR RELEASE OF FUNDS

AUDITORS USE ONLY
COUNTY CLAIM No
VENDOR No 112687
KP & VERIFIED

VENDOR Ruth Ballard, Ph.D., Inc.
ADDRESS 142 SE Back Bay Dr.
Newport, OR 97365

PURCHASE ORDER / AGREEMENT No.:

DEPARTMENT:

FUND / DEPT.	ACCT #	PROJECT No.	ACCT. No.	WARRANT DESCRIPTION (25 positions)	
2021	53160			Inv 10292025-1 People vs. 24CR1368 10/29/25	2,000.00
TOTAL					\$2,000.00
DATE June to Oct 2025	DESCRIPTION - CLAIMS MUST BE ITEMIZED AND INVOICES ATTACHED DNA analysis Ex Parte Appointment of Expert (Supplemental)				

Original: Auditor
Copy 1: Claims File
Copy 2:
Copy 3:

Purchase Order Required:
 o Supplies over allowed maximum
 o Supplies + labor or installation charges
 o One-time services (insurance must be on file)
 o Write P O Number above & attach to claim

Agreement Required:
 o All services except one-time
 o Certificate of Insurance must be on file
 o Write Agreement Number above

Under penalty of perjury, I certify that the above claim, and the items and statements as herein set forth, are true and correct, that no part has been paid, that the amount therein is justly due, and that the same is presented within one year after the last item thereof has accrued

AUDITORS USE ONLY

I hereby certify that the above claim was examined and approved by this office

LEROY M ANDERSON
Auditor-Controller

By AZ 118126
Deputy County Auditor

BOARD OF SUPERVISORS

Approved
Date
Chairman

CLAIMANT Alessio Carabae, Contract Public Defender, for Claimant *Alexis Carabae* 12-19-25

I hereby certify under penalty of perjury, that I have not violated any of the provisions of Article Four, Chapter One, Division Four, Title One of the Calif. Gov Code
Furthermore, that the articles of services specified in the above claim were necessary and were ordered by me for use by the department and for the purpose indicated above or services have been delivered or performed as stated hereon except as otherwise indicated by me

SIGNED *LS* 12/29/2025
Department Head or Authorized Signature / Date

RECEIVED
DEC 19 2025

26-0054

COUNTY OF TEHAMA
STATE OF CALIFORNIA
CLAIM / AUTHORIZATION FOR RELEASE OF FUNDS

AUDITORS USE ONLY
COUNTY CLAIM No
VENDOR No 112687
KP & VERIFIED

VENDOR Ruth Ballard, Ph.D., Inc.
ADDRESS 142 SE Back Bay Dr.
Newport, OR 97365

PURCHASE ORDER / AGREEMENT No.:

DEPARTMENT:

FUND / DEPT.	ACCT #	PROJECT No.	ACCT. No.	WARRANT DESCRIPTION (25 positions)	
2021	53160			INV 11152025-1 People vs 24CR1368 11/15/25	1,200.00

DATE	DESCRIPTION - CLAIMS MUST BE ITEMIZED AND INVOICES ATTACHED	TOTAL
Oct to Nov 2025	DNA analysis Ex Parte Appointment of Expert	\$1,200.00

Original: Auditor
Copy 1: Claims File
Copy 2:
Copy 3:

Purchase Order Required:
 o Supplies over allowed maximum
 o Supplies + labor or installation charges
 o One-time services (insurance must be on file)
 o Write P.O. Number above & attach to claim

Agreement Required:
 o All services except one-time
 o Certificate of Insurance must be on file
 o Write Agreement Number above

Under penalty of perjury, I certify that the above claim, and the items and statements as herein set forth, are true and correct, that no part has been paid, that the amount therein is justly due, and that the same is presented within one year after the last item thereof has accrued

AUDITORS USE ONLY

I hereby certify that the above claim was examined and approved by this office

By AZ 118126
Deputy County Auditor

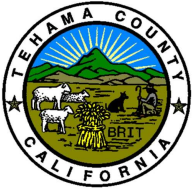
BOARD OF SUPERVISORS

Approved.
Date
Chairman

CLAIMANT A. Larabee 12-19-25
Alessio Larabee, Contract Public Defender, for Claimant

I hereby certify under penalty of perjury, that I have not violated any of the provisions of Article Four, Chapter One, Division Four, Title One of the Calif Gov Code Furthermore, that the articles of service specified in the above claim were necessary and were ordered by me for use by the department and for the purpose indicated above or services have been delivered or performed as stated hereon except as otherwise indicated by me

SIGNED [Signature] / Date 12/29/2025
Department Head or Authorized Signature / Date



Tehama County

Agenda Request Form

File #: 26-0020

Agenda Date: 1/27/2026

Agenda #: 3.

SOCIAL SERVICES

Requested Action(s)

a) AGREEMENT - Request approval and authorization for the Director of Social Services to sign Amendment No.1 to Agreement 2025-278 for the omission of the following clause in Exhibit A under Professional Liability: "If Contractor maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by Contractor"

Financial Impact:

Funding for this program is anticipated in the FY 25/26 budget, account 5013-53230, Professional and Special Services. These activities are funded with federal and state CalWORKs Single Allocation which is funded with Federal Temporary Assistance to Needy Families (TANF), State General Fund, and the Family Support Subaccount (AB 85). There is no impact to the County General Fund.

Background Information:

This is an amendment to Agreement 2025-278. Participants are referred to the Tehama County Department of Education (TCDOE) when Adult Basic Education, General Education Development (GED) preparation/High School Diploma, or Vocational English as a Second Language programs will help them obtain and retain employment in order to become self-sufficient. TCDOE works closely with Social Services to provide weekly attendance reports and monthly progress reports concerning each participant.

AMENDMENT #1

**TO THE AGREEMENT BETWEEN THE COUNTY OF TEHAMA
AND TEHAMA COUNTY DEPARTMENT OF EDUCATION**

This Amendment to Agreement Number 2025-278, dated 7/08/2025, by and between the County of Tehama, through its Tehama County Department of Social Services (County) and Tehama County Department of Education (Contractor) for the provision of providing Adult Basic Education for CalWORKs participants who lack a High School Diploma or General Educational Development (GED), shall be amended as follows:

In Exhibit "A" under **Professional Liability**, omit the following clause,

"If Contractor maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by Contractor."

It is mutually agreed that all other terms and conditions of Agreement Number 2025-278 shall remain in full force and effect.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.


Date: 12/22/25

COUNTY OF TEHAMA


Bekkie E. Emery, Director

Date: Dec 18, 2025

**TEHAMA COUNTY DEPARTMENT OF
EDUCATION**


Jared Caylor | Dec 18, 2025 | 15:41:02 PST
Jared Caylor, County Superintendent

105424
Vendor Number

5013-53230
Budget Account Number

93.558
Federal Funding CFDA#

E-Contract Review
Approval as to Form

Department Name: Social Services

Vendor Name: Department of Education

Contract Description: For the purpose of providing Adult Basic Education for
CalWORKs participants

APPROVED AS TO FORM:



Date: 12/29/2025

Office of the Tehama County Counsel
Margaret Long, County Counsel

**AGREEMENT BETWEEN
THE COUNTY OF TEHAMA AND
TEHAMA COUNTY DEPARTMENT OF EDUCATION**

This agreement is entered into between the County of Tehama, through its Department of Social Services, (“County”) and Tehama County Department of Education (“Contractor”) for the purpose of providing Adult Basic Education for CalWORKs participants who lack a High School Diploma or General Educational Development (GED).

1. **RESPONSIBILITIES OF CONTRACTOR**

During the term of this agreement, Contractor shall provide services and submit monthly activity reports as listed and defined in the Scope of Work, Exhibit C, attached hereto and made part of this agreement.

2. **RESPONSIBILITIES OF THE COUNTY**

County shall compensate Contractor for said services pursuant to Section 3 and 4 of this agreement, provide direction regarding County needs, and refer participants to Contractor at County’s sole discretion.

3. **COMPENSATION**

Contractor shall be paid an all-inclusive flat fee for all services rendered under this agreement, with a maximum compensation of \$43,000, for July 1, 2025 to December 31, 2025. Total Maximum Compensation payable under Agreement shall not exceed \$43,000. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall not be paid any compensation or reimbursement beyond the flat fee amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the flat fee amount set forth above. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this agreement.

4. **BILLING AND PAYMENT**

Contractor shall submit quarterly itemized invoices (Exhibit E) to County for the prorated portion of the flat fee earned during the preceding quarter based on a percentage of services completed to the reasonable satisfaction of County up to the date of billing. County shall make payment of all undisputed amounts within 30 days of receipt of Contractor's invoice. All invoices for the month of December during the term of this agreement must be submitted no later than the 15th of December; and Contractor shall submit an amended December invoice within the month of January, if needed to reconcile December expenses.

5. **TIMELY SUBMISSION**

Notwithstanding section #4, Contractor shall submit a final undisputed invoice for payment no more than thirty (30) calendar days following the expiration or termination date of this Agreement. Said invoice should be clearly marked "Final Invoice", thus indicating that all payment obligations of the County under this Agreement have ceased and that no further payments are due or outstanding. County will not honor any delinquent invoice. Contractor will be deemed to have forfeited its right to payment and shall have no claim against County for payment, of any kind whatsoever, for any delinquent invoice.

6. **TERM OF AGREEMENT**

This agreement shall commence on July 1, 2025 and shall terminate December 31, 2025, unless terminated in accordance with section 7 below.

7. **TERMINATION OF AGREEMENT**

If Contractor fails to perform his/her duties to the satisfaction of the County, or if Contractor fails to fulfill in a timely and professional manner his/her obligations under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then the County shall have the right to terminate this agreement effective immediately upon the County giving written notice thereof to the Contractor. Either party may terminate this agreement on 30 days' written notice. County shall pay contractor for all work satisfactorily completed as of the date of notice. County may terminate this agreement

immediately upon oral notice should funding cease or be materially decreased, or should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year.

The County's right to terminate this agreement may be exercised by the Director, the Chairperson of the Tehama County Board of Supervisors or the Purchasing Agent, as indicated on the signatory page.

8. **ENTIRE AGREEMENT; MODIFICATION**

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto.

Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments, or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no other oral or written representation.

9. **NONASSIGNMENT OF AGREEMENT**

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of the County.

10. **EMPLOYMENT STATUS**

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this agreement; provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of the County is to ensure that the services shall be rendered and performed in a competent, efficient, and satisfactory manner. Contractor shall be fully responsible for payment of all

taxes due to the State of California or the Federal government, which would be withheld from compensation of Contractor, if Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Contractor shall not be eligible for coverage under County's Workers Compensation Insurance Plan nor shall Contractor be eligible for any other County benefit.

11. **INDEMNIFICATION**

Contractor shall defend, hold harmless, and indemnify Tehama County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of County) being damaged, arising out of contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, whether by negligence or otherwise. Contractor shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. Contractor shall also defend and indemnify County against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the County with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

12. **INSURANCE**

Contractor shall procure and maintain insurance pursuant to Exhibit A, "Insurance Requirements for Contractor," attached hereto and incorporated by reference.

13. **PREVAILING WAGE**

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. If the Services hereunder are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to the extent that such laws apply. If applicable, County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office, and will make this information available to any interested party upon request. Contractor shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Contractor or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Contractor specifically acknowledges that County has not affirmatively represented to contractor in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a “public work.” To the fullest extent permitted by law, Contractor hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

Contractor acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no contractor or subcontractor may be listed on a bid proposal or be awarded a contract for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, with exceptions from this requirement specified under Labor Code sections 1725.5(f), 1771.1(a) and 1771.1(n).

If the services are being performed as part of the applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, Contractor acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

14. **NON-DISCRIMINATION**

Contractor shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

15. **GREEN PROCUREMENT POLICY**

Through Tehama County Resolution No. 2021-140, the County adopted the Recovered Organic Waste Product Procurement Policy (available upon request) to (1) protect and conserve natural resources, water and energy; (2) minimize the jurisdiction's contribution to pollution and solid waste disposal; (3) comply with state requirements as contained in 14 CCR Division 7, Chapter 12, Article 12 (SB 1383); (4) support recycling and waste reduction; and (5) promote the purchase of products made with recycled materials, in compliance with the California Integrated Waste Management Act of 1989 (AB 939) and SB1382 when product fitness and quality are equal and they are available at the same or lesser cost of non-recycled products. Contractor shall adhere to this policy as required therein and is otherwise encouraged to conform to this policy.

16. **COMPLIANCE WITH LAWS AND REGULATIONS**

All services to be performed by Contractor under this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the County immediately.

17. **LAW AND VENUE**

This agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

18. **AUTHORITY**

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

19. **NOTICES**

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first class mail to the following addresses:

NOTICES TO COUNTY:	NOTICES TO CONTRACTOR:
Bekkie F Emery, Director Tehama County Department of Social Services P.O. Box 1515 Red Bluff, CA 96080 Fax: 530-527-5410	Rich DuVarney, County Superintendent Tehama County Department of Education 1135 Lincoln Street Red Bluff, CA 96080
ANALYST RESPONSIBLE TO RECEIVE REPORTS:	PERSON RESPONSIBLE FOR REPORTING:
Dahisy Ramirez, Supervising Staff Services Analyst, Tehama County Department of Social Services P.O. Box 1515 Red Bluff, CA 96080 OR emailed to ProgramAnalyst@tcdss.org OR delivered in person to 310 S. Main Street. Phone: 530-528-4166 Fax: 530-527-5410	Michelle Barnard 979 Douglass St, Red Bluff, CA 96080 Phone: 530-527-0188
INVOICES SUBMITTED TO COUNTY:	PERSON RESPONSIBLE FOR INVOICING:
Tehama County Department of Social Services P.O. Box 1515 Red Bluff, CA 96080 OR delivered in person to: 310 S. Main Street., Red Bluff, CA 96080 Fax: 530-527-5410 OR sent by email to: AccountsPayable@tcdss.org	Lourie Larcade Tehama County Department of Education 1135 Lincoln Street Red Bluff, CA 96080 Phone: 530-528-7335 llarcade@tehamaschools.org

Notice shall be deemed to be effective two days after mailing.

20. **NON-EXCLUSIVE AGREEMENT**

Contractor understands that this is not an exclusive agreement, and that County shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by Contractor, or to perform such services with County's own forces, as County desires.

21. **STANDARDS OF THE PROFESSION**

Contractor agrees to perform its duties and responsibilities pursuant to the terms and conditions of this agreement in accordance with the standards of the profession for which Contractor has been properly licensed to practice.

22. **LICENSING OR ACCREDITATION**

Where applicable the Contractor shall maintain the appropriate license or accreditation through the life of this contract.

23. **RESOLUTION OF AMBIGUITIES**

If an ambiguity exists in this Agreement, or in a specific provision hereof, neither the Agreement nor such provision shall be construed against the party who drafted the Agreement or such provision.

24. **NO THIRD PARTY BENEFICIARIES**

Neither party intends that any person shall have a cause of action against either of them as a third party beneficiary under this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement. The parties agree that this Agreement does not create, by implication or otherwise, any specific, direct or indirect obligation, duty, promise, benefit and/or special right to any person, other than the parties hereto, their successors and permitted assigns, and legal or equitable rights, remedy, or claim under or in respect to this Agreement or provisions herein.

25. **HAZARDOUS MATERIALS**

Contractor shall provide to County all Safety Data Sheets covering all Hazardous Materials to be furnished, used, applied, or stored by Contractor, or any of its Subcontractors, in connection with the services on County property. Contractor shall provide County with copies of any such Safety Data Sheets prior to entry to County property or with a document certifying that no Hazardous Materials will be brought onto County property by Contractor, or any of its Subcontractors, during the performance of the services. County shall provide Safety Data Sheets for any Hazardous Materials that Contractor may be exposed to while on County property.

26. **HARASSMENT**

Contractor agrees to make itself aware of and comply with the County's Harassment Policy, TCPR §8102: Harassment, which is available upon request. The County will not tolerate or condone harassment, discrimination, retaliation, or any other abusive behavior. Violations of this policy may cause termination of this agreement.

27. **COUNTERPARTS, ELECTRONIC SIGNATURES – BINDING**

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civil Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of “electronic signature” as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile

signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

28. **EXHIBITS**

Contractor shall comply with all provisions of Exhibits A through E, attached hereto, and incorporated by reference. In the event of a conflict between the provisions of the main body of this Agreement and any attached Exhibit(s), the main body of the Agreement shall take precedence.

29. **OWNERSHIP OF DOCUMENTS**

All documents, notes, reports, electronic storage media, plans, or any other materials produced by Contractor, with the exception of materials that are made confidential by applicable state and federal law, during the term of this agreement for any purpose related to the agreement shall become the property of the County. Contractor shall deliver, upon full payment by the County for services rendered hereunder, all such materials to County.

30. **DOCUMENTS AND RETENTION**

1. Contractor and County agree to retain all documents relevant to this agreement for five years from the termination of the agreement or until all audits, Federal and/or State, are complete, whichever is later. Upon request, Contractor shall make available these records to the County, State, or Federal government representatives.
2. Contractor shall provide County all finished and unfinished reports, data, studies, photographs, charts and other documents prepared by Contractor pursuant to this agreement, should this agreement be terminated.
3. Contractor shall develop and maintain records concerning the services provided pursuant to this agreement. Contractor shall also provide all information necessary for quarterly reports or other reports required by County, State or the Federal government. Contractor shall fully cooperate with the County in providing any information needed by any governmental entity concerning this agreement.

31. **SEXUAL HARASSMENT**

Contractor shall not employ sexual harassment or discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Contractor shall provide services in accordance with Exhibit B, Nondiscrimination Clause, attached hereto, and the Tehama County Sexual Harassment Policy, available upon request; both made part of this agreement.

32. **CONFLICT OF INTEREST**

Contractor and Contractor's employees shall have no interest and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this agreement.

33. **CONFIDENTIALITY**

The intent of this agreement is for the Contractor to provide CalWORKs Adult Basic Education. However, should specific information regarding the County's clients become known to Contractor, the following confidentiality rules shall apply:

- a. Contractor shall require all employees, volunteers, agents, and officers to comply with the provisions of Section 10850 of the Welfare and Institutions Code and Manual of Policies and Procedures (MPP) Division 19, which provide that:
 - 1.) All applications and records concerning any individual made or kept by Contractor shall be confidential and shall not be open to examination for any purpose not directly connected to the administration of this program.
 - 2.) No person shall publish, disclose, use, permit or cause to be published or disclosed any list of persons receiving public social services, except as provided by law.
 - 3.) No person shall publish, disclose, use, permit or cause to be published, disclosed or used any confidential information pertaining to an applicant or recipient, except as provided by law.
- b. Contractor shall ensure all employees, volunteers, agents, and officers comply with the above provisions, and shall inform all employees, agents, and officers that any

person knowingly and intentionally violating such provisions is guilty of a misdemeanor.

- c. During the term of this agreement, both parties may have access to information that is confidential or proprietary in nature. Both parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other party or as required by law. This provision shall survive the termination, expiration, or cancellation of the agreement.
- d. Notwithstanding any other provision of this Agreement, the Contractor agrees to protect the confidentiality of any and all patient, client, or resident medical information, which may be viewed in the process of doing his/her/its contracted services. The Contractor understands that he/she/it is subject to all of the confidentiality requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA); Title 42, Section 2.1 through 2.67-1, Code of Federal Regulations; and Confidentiality of Medical Information Act [Part 2.6 (commencing with Section 56)] of Division 1 of the Civil Code. Violation of the confidentiality of patient, client, or resident medical information may result in federally imposed fines and penalties and the cancellation of this agreement.

34. **AVAILABILITY OF FUNDS**

All funding under this agreement is subject to the availability of Federal, State, and County funds. If at any time during the period covered by this agreement the funding from any source is discontinued or decreased, this agreement shall no longer be binding upon the County or the Contractor, effective with the date funding is discontinued or decreased.

In the event of an audit exception or exceptions, the party responsible for not meeting the program requirement or requirements shall be responsible for the deficiency.

35. **MONITORING, VIOLATIONS, BREACHES OF AGREEMENT**

The County may monitor the Contractor's performance to assure compliance with the terms, conditions, and specifications of this agreement.

Contractor shall develop and make known to recipients the procedure for presenting grievances or complaints regarding services and shall be able to present the procedure to

County at any time. This shall include informing recipients of their right to a State hearing.

The County may take appropriate remedies, such as fiscal penalties or withhold payment in instances whereas the Contractor or any person employed by Contractor, in any capacity during the progress of the work, whether by negligence or otherwise breach or violate any provision of this agreement.

36. **MISCELLANEOUS PROVISIONS**

Contractor will recognize the mandatory standards and policies relating to energy efficiency in the state energy conservation plan. {Title 24, California Administrative Code}.

If the amount of this agreement is in excess of \$10,000.00, Contractor is required to comply with Executive Order 11246, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR Part 60).

If the amount of this agreement is in excess of \$100,000.00, Contractor is required to comply with Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

37. **DUPLICATION OF SERVICES AND REFERRALS**

Contractor, Contractors’ employees and partners, and any Sub-Contractors agree to refer clients to other existing services as appropriate. New and Existing services shall be coordinated to prevent duplication of services.

Contractor certifies, by signing this agreement, that the services being provided would not otherwise be available to registrants free of charge in the absence of County funding.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.

**TEHAMA COUNTY DEPARTMENT
OF SOCIAL SERVICES**

Date: 07/08/2025

Bekkie F Emery

Bekkie F Emery, Director

**TEHAMA COUNTY DEPARTMENT
OF EDUCATION**

Date: 07/08/2025

Richard DuVarney

[Richard DuVarney \(Jul 8, 2025 16:18 PDT\)](#)

Rich DuVarney, County Superintendent

105424
Vendor Number

5013-53230
Budget Account Number

93.558
Federal Funding CFDA #

Exhibit A

INSURANCE REQUIREMENTS FOR CONTRACTOR

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by Contractor, his/her agents, representatives, employees or subcontractors. At a minimum, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations) \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

Automobile Liability

Automobile liability insurance is required with minimum limits of \$1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.

Workers' Compensation

If Contractor has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover Contractor and Contractor's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of \$1,000,000 per accident for bodily injury or disease.

Professional Liability (Contractor/Professional services standard agreement only)

If Contractor is a state-licensed architect, engineer, contractor, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, Contractor shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less than \$1,000,000 per claim and \$2,000,000 aggregate on a claims made basis. However, if

coverage is written on a claims made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

If Contractor maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by Contractor.

All such insurance coverage, except professional liability insurance, shall be provided on an “occurrence” basis, rather than a “claims made” basis.

Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include “Tehama County, its elected officials, officers, employees and volunteers” as an additional insured.

The certificate holder shall be “County of Tehama.”

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions of \$25,000 or more must be declared to, and approved by, the County. The deductible and/or self-insured retentions will not limit or apply to Contractor’s liability to County and will be the sole responsibility of Contractor.

Primary Insurance Coverage

For any claims related to this project, Contractor’s insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Contractor’s insurance and shall not contribute with it.

Coverage Cancellation

Each insurance policy required herein shall be endorsed to state that “coverage shall not be reduced or canceled without 30 days’ prior written notice certain to the County.”

Acceptability of Insurers

Contractor’s insurance shall be placed with an insurance carrier holding a current A.M. Best & Company’s rating of not less than A:VII unless otherwise acceptable to the County. The County

reserves the right to require rating verification. Contractor shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein.

Material Breach

If for any reason, Contractor fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. County, in its sole option, may terminate the contract and obtain damages from Contractor resulting from breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Verification of Coverage

Contractor shall furnish County with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the County prior to County signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

EXHIBIT B

NONDISCRIMINATION CLAUSE

The Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975; as amended; the Food Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code Section 11135-11139.5, as amended; California Government Code Section 12940 (c), (h) (1), (I), and (j); California Government Code, Section 4450; Title 22, California Code of Regulations Section 98000-98413; the Dymally-Alatorre Bilingual Services Act; Section 1808 Removal of Barriers to Inter Ethnic Adoption Act of 1996 and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91; 7 CFR Part 15; and 28 CFR Part 35], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of age, sex, color disability, national origin, race, marital status, religion or political affiliation be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement. THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited. By ACCEPTING THE ASSURANCE, the Contractor agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of the aforementioned laws, rules, and regulations, and permit authorized CDSS and /or federal government personnel, during normal working hours, to review such records, books, and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance. This ASSURANCE is binding on the Contractor directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Exhibit C
Scope of Work
Adult Basic Education Services

SERVICES

This contract with Tehama County Department of Education (“Contractor”) is for the provision of Adult Basic Education (ABE), including Vocational English as a Second Language (VESL), and General Education Development (GED)/high school diploma services for appropriate CalWORKs participants. County will refer CalWORKs participants who have not obtained a high school diploma or GED, or when VESL is needed for the CalWORKs participants to obtain and retain employment in order to become self-sufficient.

“Adult Basic Education” is defined as a Welfare-to-Work activity which includes instruction in reading, writing, arithmetic, high school proficiency, or general education development certificate instruction, and English-as-a-second language. As appropriate, the Employment Training Worker (ETW) will refer the participant to the Contractor for Adult Basic Education services. For GED testing, the County will be responsible for paying the test voucher. The Contractor will be responsible for administering the GED test.

ABE services will be made available by the Contractor in Red Bluff at Tehama eLearning Academy, Adult School Office at 525 Pine Street, their main campus in Red Bluff. Services will be available Monday through Thursday from 8:00am to 3:00pm, and Friday 8:00am to 12:00pm during the regular school year. The summer schedule in Red Bluff will be Monday through Thursday 8:00am-12:00pm.

ABE services will be provided by the Contractor in Corning at Corning Adult Education, 250 E. Fig Lane. Hours include Monday through Friday from 9:00am to 2:00pm during the regular school year. The summer schedule in Corning will be Monday through Thursday 9:00am to 2:00pm. There is generally four (4) weeks of closure in the summer, which will be communicated to TCDSS on an annual basis.

ABE sites are required to provide services for at least the number of hours required for each CalWORKs participant in order to meet their Welfare to Work participation requirements. At the Tehama eLearning Academy site, the Contractor will provide an online curriculum that the

student will have access to at all times. Students have access to staff support during office hours listed above. Tutoring sessions and lab access is scheduled as needed.

ABE classes are provided in an open-entry and open-exit format that may include classroom instruction, computer lab time, individual tutoring, online coursework, and job coaching. VESL services are provided by the Contractor only at the Corning site. For VESL, the Contractor is to provide an immersion program that incorporates classroom instruction (including project-based learning), computer lab time, and individual tutoring.

REPORTING REQUIREMENTS

It is the responsibility of the Contractor to work with all CalWORKs participants referred to the program and schedule education services within five (5) working days from the date of receiving the referral. The Contractor is to notify the ETW at once if the participant refuses to cooperate or has other barriers to successful completion of the program (i.e. transportation, health, or child care problems). This includes providing the County with written notification if the Contractor will not or cannot provide services to a specific CalWORKs participant. Such notification will include documentation of the specific reason(s) for the refusal of services.

The Contractor is required to provide signed and verified weekly attendance reports for each CalWORKs participant. These reports must include the dates attended each week and the number of hours attended each week. Contractor is also required to provide signed and verified monthly progress reports on each CalWORKs participant. These reports are to provide the status and advancements that are being made by the CalWORKs participant. The monthly progress report is a narrative format and includes information such as attendance, progress toward educational goals, and other comments. The weekly progress reports are to be submitted to the Employment Services Social Service Aide. The monthly progress reports are to be submitted to the Employment Services Analyst by the 15th of the month, following the report month.

Reports required within this agreement shall be transmitted via:

1. Fax to (530) 527-5410
2. Encrypted email: prior to emailing reports, Contractor must contact County in order to establish the encrypted email process
3. Hardcopy mailed to: Tehama County Department of Social Services, PO Box 1515, Red Bluff CA 96080
4. Hardcopy delivered in person to: Tehama County Department of Social Services, 310 South Main Street, Red Bluff CA 96080

EXHIBIT D-1				
BUDGET	If needed for more space, insert or delete rows, or attach another page(s).		Budget Start Date:	July 1, 2025
			Budget End Date:	December 31, 2025
CONTRACTOR NAME AND ADDRESS		PURPOSE/TITLE OF CONTRACT:		Adult Education
Tehama County Department of Education		PROGRAM CONTACT		FISCAL CONTACT
1135 Lincoln St		Name: Richard DuVarney		Name: Lourie Larcade
Red Bluff, CA 96080		Telephone: 530 528 7323		Telephone: 530 528 7335
		Email: rduvarney@tehamaschools.org		Email: llarcade@tehamaschools.org
BUDGET LINE ITEM: For salary & benefit items, provide the job title or function of the position. For direct & indirect costs, provide specific detail to identify the item or purpose, or attach a budget narrative.				TOTAL CONTRACT BUDGET
DIRECT SALARIES		Annual Salary	FTE (% of time)	
Teacher - TeLA	\$	89,554.00	12%	\$ 10,746.48
Teacher -Coming	\$	30,000.00	10%	\$ 3,000.00
Secretary/Registrar -TeLA	\$	47,230.00	10%	\$ 4,723.00
				\$ -
DIRECT BENEFITS/FRINGE				
TeLA-Teacher	\$	22,001.00	12%	\$ 2,640.12
TeLA-Admin Asst	\$	29,228.00	10%	\$ 2,922.80
Coming-Teacher	\$	6,000.00	10%	\$ 600.00
				\$ -
DIRECT SALARIES & BENEFITS TOTAL				\$ 24,632.40
DIRECT COSTS		Quantity	Cost	
Supplies/Communications		1	\$ 500.00	\$ 500.00
Travel Conference		0	\$ -	\$ -
Copier Lease		1	\$ 1,800.00	\$ 1,800.00
Online Curriculum Software		1	\$ 4,052.60	\$ 4,052.60
Rent/Utilities		0	\$ -	\$ -
DIRECT COSTS TOTAL				\$ 6,352.60
INDIRECT SALARIES		Annual Salary	FTE (% of time)	
				\$ -
				\$ -
				\$ -
INDIRECT BENEFITS/FRINGE				
				\$ -
				\$ -
				\$ -
INDIRECT SALARIES & BENEFITS TOTAL				\$ -
INDIRECT COSTS		Quantity	Cost	
Administration Supertendent, Principal, Fiscal Services		1	\$ 12,015.00	\$ 12,015.00
Per CDE Indirect cost rates for 21-22 50% of cost				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
INDIRECT COSTS TOTAL				\$ 12,015.00
TOTAL BUDGET				\$ 43,000.00
Is contractor for-profit?	NO	Yes, enter amount of profit:	\$ -	

EXHIBIT D-2

INVOICE

Attach back-up documentation to this page. If needed for more space, insert or delete rows, or attach another page(s).

CONTRACTOR NAME AND ADDRESS		INVOICE #:	FOR MONTH(S)/YEAR:	
Tehama County Department of Education			2025-2026	
1135 Lincoln St		CONTRACT #:	PURPOSE/TITLE OF CONTRACT	
Red Bluff, CA 96080			Adult Education	
BUDGET LINE ITEM	A. CONTRACT BUDGET	B. CURRENT INVOICE COSTS	C. TOTAL COSTS YEAR-TO-DATE INCLUDING THIS INVOICE	D. BALANCE REMAINING PAYABLE (A-C)
DIRECT SALARIES				
Teacher - TeLA	\$ 10,746.48		\$ 10,746.48	\$ -
Teacher -Corning	\$ 3,000.00		\$ 3,000.00	\$ 3,000.00
Secretary/Registar -TeLA	\$ 4,723.00		\$ 4,723.00	\$ -
0	\$ -			\$ -
DIRECT BENEFITS/FRINGE				
TeLA-Teacher	\$ 2,640.12		\$ 2,640.12	\$ 2,640.12
TeLA-Admin Asst	\$ 2,922.80		\$ 2,922.80	\$ -
Corning-Teacher	\$ 600.00		\$ 600.00	\$ 600.00
0	\$ -			\$ -
DIRECT SALARIES & BENEFITS TOTAL	\$ 24,632.40	\$ -	\$ 24,632.40	\$ 6,240.12
DIRECT COSTS				
Supplies/Communications	\$ 500.00		\$ 500.00	\$ 500.00
Travel Conference	\$ -			\$ -
Copier Lease	\$ 1,800.00		\$ 1,800.00	\$ 1,800.00
Online Curriculum Software	\$ 4,052.60		\$ 4,052.60	\$ 4,052.60
Rent/Utilities	\$ -			\$ -
DIRECT COSTS TOTAL	\$ 6,352.60	\$ -	\$ 6,352.60	\$ 6,352.60
INDIRECT SALARIES				
0	\$ -			\$ -
0	\$ -			\$ -
0	\$ -			\$ -
INDIRECT BENEFITS/FRINGE				
0	\$ -			\$ -
0	\$ -			\$ -
0	\$ -			\$ -
INDIRECT SALARIES & BENEFITS TOTAL	\$ -	\$ -	\$ -	\$ -
INDIRECT COSTS				
Administration Supertendent, Principal, Fiscal Services	\$ 12,015.00			\$ 12,015.00
Per CDE Indirect cost rates for 21-22 50% of cost	\$ -			\$ -
0	\$ -			\$ -
0	\$ -			\$ -
0	\$ -			\$ -
0	\$ -			\$ -
0	\$ -			\$ -
INDIRECT COSTS TOTAL	\$ 12,015.00	\$ -	\$ -	\$ 12,015.00
TOTAL INVOICE		\$ -		
TOTAL CONTRACT	\$ 43,000.00		\$ 30,985.00	\$ 24,607.72

**EXHIBIT E
SAMPLE INVOICE**

INVOICE		Attach back-up documentation to this page. If needed for more space, insert or delete rows, or attach another page(s).		
CONTRACTOR NAME AND ADDRESS		INVOICE #:	FOR MONTH(S)/YEAR:	
0				
CONTRACT #:		PURPOSE/TITLE OF CONTRACT		
0		0		
BUDGET LINE ITEM	A. CONTRACT BUDGET	B. CURRENT INVOICE COSTS	C. TOTAL COSTS YEAR-TO-DATE INCLUDING THIS INVOICE	D. BALANCE REMAINING PAYABLE (A-C)
DIRECT SALARIES				
0	\$ -			\$ -
0	\$ -			\$ -
0	\$ -			\$ -
0	\$ -			\$ -
DIRECT BENEFITS/FRINGE				
0	\$ -			\$ -
0	\$ -			\$ -
0	\$ -			\$ -
0	\$ -			\$ -
DIRECT SALARIES & BENEFITS TOTAL	\$ -	\$ -	\$ -	\$ -
DIRECT COSTS				
0	\$ -			\$ -
0	\$ -			\$ -
0	\$ -			\$ -
0	\$ -			\$ -
0	\$ -			\$ -
DIRECT COSTS TOTAL	\$ -	\$ -	\$ -	\$ -
INDIRECT SALARIES				
0	\$ -			\$ -
0	\$ -			\$ -
0	\$ -			\$ -
INDIRECT BENEFITS/FRINGE				
0	\$ -			\$ -
0	\$ -			\$ -
0	\$ -			\$ -
INDIRECT SALARIES & BENEFITS TOTAL	\$ -	\$ -	\$ -	\$ -
INDIRECT COSTS				
0	\$ -			\$ -
0	\$ -			\$ -
0	\$ -			\$ -
0	\$ -			\$ -
0	\$ -			\$ -
0	\$ -			\$ -
0	\$ -			\$ -
INDIRECT COSTS TOTAL	\$ -	\$ -	\$ -	\$ -
TOTAL INVOICE		\$ -		
TOTAL CONTRACT	\$ -		\$ -	\$ -









TCDE Adult Ed Agreement 25-26 (Unsigned) 002

Final Audit Report

2025-07-09

Created:	2025-07-08
By:	Abbi Tirri (atirri@tehamaschools.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAFXGYDnz22FKwysvhBZAJMoyTxbkKACH2

"TCDE Adult Ed Agreement 25-26 (Unsigned) 002" History

-  Document created by Abbi Tirri (atirri@tehamaschools.org)
2025-07-08 - 11:16:24 PM GMT
-  Document emailed to Richard DuVarney (rduvarney@tehamaschools.org) for signature
2025-07-08 - 11:17:44 PM GMT
-  Email viewed by Richard DuVarney (rduvarney@tehamaschools.org)
2025-07-08 - 11:17:54 PM GMT
-  Document e-signed by Richard DuVarney (rduvarney@tehamaschools.org)
Signature Date: 2025-07-08 - 11:18:24 PM GMT - Time Source: server
-  Document emailed to Bekkie Emery (bemery@tcdss.org) for signature
2025-07-08 - 11:18:28 PM GMT
-  Email viewed by Bekkie Emery (bemery@tcdss.org)
2025-07-09 - 0:10:25 AM GMT
-  Document e-signed by Bekkie Emery (bemery@tcdss.org)
Signature Date: 2025-07-09 - 0:11:21 AM GMT - Time Source: server
-  Agreement completed.
2025-07-09 - 0:11:21 AM GMT



E-Contract Review
Approval as to Form

Department Name: Social Services

Vendor Name: Department of Education

Contract Description: For the purpose of providing adult basic education to
CalWORKs clients

APPROVED AS TO FORM:



Date: 07/30/2025

Office of the Tehama County Counsel
Margaret Long, County Counsel



Tehama County

Minutes Certification

File Number: 25-1448

Enactment Number: MISC. AGR 2025-278

8. SOCIAL SERVICES

25-1448

a) AGREEMENT - Request approval and authorization for the Director of Social Services to sign the Interagency Memorandum of Understanding with Tehama County Department of Education to provide Adult Basic Education to CalWORKs clients in an amount not to exceed \$43,000, effective 7/1/25 through 12/31/25 (*Subject to receipt of required insurance documentation*)

Enactment No: MISC. AGR 2025-278

RESULT: APPROVED THE CONSENT AGENDA

MOVER: Tom Walker

SECONDER: Greg Jones

AYES: Supervisor Jones, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

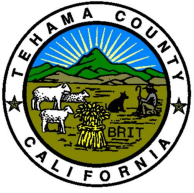
ABSENT: Supervisor Burroughs

RESULT: APPROVE

I, SEAN HOUGHTBY, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of an order adopted by said Board of Supervisors on 8/26/2025.

Attest: 

August 29, 2025
Date Certified



Tehama County

Agenda Request Form

File #: 25-1968

Agenda Date: 1/27/2026

Agenda #: 4.

HEALTH SERVICES AGENCY / MENTAL HEALTH

Requested Action(s)

a) AGREEMENT - Request approval and authorization for the Executive Director to sign Amendment No. 1 to Misc. Agreement 2025-195 with LocumTenens.com, LLC, for the purpose of locating and arranging for locum tenens Psychiatrists, Psychiatric Nurse Practitioners, Physician's Assistants, Psychologists, and Licensed Clinical Workers to provide medical services thereby amending the rates set forth in Exhibit "A", with maximum compensation not to exceed \$600,000 in any one fiscal year, effective 7/1/25 and shall terminate 6/30/28

Financial Impact:

Services are paid for using Mental Health Realignment funds. Budget unit is 40131 for Mental Health. There is no change to the maximum compensation amount. There is no impact to the General Fund.

Background Information:

This Board of Supervisors approved the renewed agreement with this vendor on 7/1/25 (Misc. Agree 2025-195). The agreement's purpose is to locate and arrange for Psychiatrist(s), Psychiatric Nurse Practitioners, Physician's Assistants, Psychologists, and Licensed Clinical Workers to provide medical services for the Department during periods of staffing shortages or vacation coverage either on-site or through telehealth. This Amendment No.1 revises Exhibit A to include overtime rates (hourly rate for hours worked over eight hours per day). The regular rates remained unchanged.

This is one of several locum tenens contracts the Department can utilize to provide temporary staffing arrangements for Psychiatrists, Psychologists and mid-level providers. Maintaining contracts for provider services is necessary to meet state requirements for network adequacy.

AMENDMENT #1

TO THE AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND LOCUMTENENS.COM LLC

This Amendment #1 to Agreement Number 2025-195, dated June 18, 2025, by and between the County of Tehama, through its Health Services Agency (County) and LOCUMTENENS.COM, LLC (Contractor) for the provision of locating and arranging locum tenens, shall be amended as follows:

Exhibit A shall be replaced in its entirety.

It is mutually agreed that all other terms and conditions of Agreement Number 2025-195 shall remain in full force and effect.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.

Date: 11-7-25

COUNTY OF TEHAMA

Jayne S. Bottke, Executive Director

Date: 11/6/25

LOCUMTENENS.COM LLC

Zack Richardson, AVP Behavioral Health

106086 Vendor Number

Exhibit A

PSYCHIATRY

County agrees to pay Contractor per psychiatrist:

Fiscal Year 2025/2026 (July 1, 2025 – June 30, 2026)

\$2,080- \$2,560 per day at the rate of \$260 - \$320 per hour for an eight-hour day. The rates will be approved by the County prior to the Psychiatrist providing coverage.

If psychiatrist works less than 8 hours during any day, then at the rate of \$260 - \$320 per hour for hours worked on site.

\$400 per hour for work over eight hours per day.

\$750 for each weeknight that psychiatrist is scheduled by County to remain on call.

(Weeknight shall mean from 5:00PM Monday to 8:00AM Tuesday, 5:00PM Tuesday to 8:00AM Wednesday, 5:00PM Wednesday to 8:00AM Thursday, and 5:00PM Thursday to 8:00AM Friday)

\$1,000 for each weekend that psychiatrist is scheduled by County to remain on call.

(Weekend mean 5:00PM Friday to 8:00AM Monday)

Fiscal Year 2026/2027 (July 1, 2026 – June 30, 2027)

\$2,240- \$2,720 per day at the rate of \$280 - \$340 per hour for an eight-hour day. The rates will be approved by the County prior to the Psychiatrist providing coverage.

If psychiatrist works less than 8 hours during any day, then at the rate of \$280 - \$340 per hour for hours worked on site.

\$465 per hour for work over eight hours per day.

\$850 for each weeknight that psychiatrist is scheduled by County to remain on call.

(Weeknight shall mean from 5:00PM Monday to 8:00AM Tuesday, 5:00PM Tuesday to 8:00AM Wednesday, 5:00PM Wednesday to 8:00AM Thursday, and 5:00PM Thursday to 8:00AM Friday)

\$1,100 for each weekend that psychiatrist is scheduled by County to remain on call.

(Weekend mean 5:00PM Friday to 8:00AM Monday)

Fiscal Year 2027/2028 (July 1, 2027 – June 30, 2028)

\$2,400 - \$2,880 per day at the rate of \$300 - \$360 per hour for an eight-hour day. The rates will be approved by the County prior to the Psychiatrist providing coverage.

If psychiatrist works less than 8 hours during any day, then at the rate of \$300 - \$360 per hour for hours worked on site.

\$495 per hour for work over eight hours per day.

\$950 for each weeknight that psychiatrist is scheduled by County to remain on call.

(Weeknight shall mean from 5:00PM Monday to 8:00AM Tuesday, 5:00PM Tuesday to 8:00AM Wednesday, 5:00PM Wednesday to 8:00AM Thursday, and 5:00PM Thursday to 8:00AM Friday)

\$1,200 for each weekend that psychiatrist is scheduled by County to remain on call.

(Weekend mean 5:00PM Friday to 8:00AM Monday)

An “eight-hour day” consists of a total of eight hours during which the psychiatrist may be scheduled for direct patient contact, consultation, review of records or quality assurance duties. All breaks or lunch periods during which psychiatrist is not available for scheduling as described above shall not count toward completion of the “eight-hour day” described here.

“On call” shall mean continuous telephone availability during the call period, as scheduled by County. No additional compensation shall be paid for telephone coverage, unless psychiatrist is required by County to physically report to their work site.

The above rates are inclusive of acceptable lodging during the placement, and transportation expense.

All invoices are due and payable upon receipt. Billing periods are the 1st through the 15th and the 16th through the end of the month. Invoices for adjustments to each billing period (such as overtime hours) are sent one week after each billing period.

When scheduling of locum tenens psychiatrist requires them to physically (excluding telephone coverage) remain in the placement community on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, or Christmas Day, a premium of One Thousand (\$1,200.00) dollars will be charged.

TELEPSYCHIATRY

County agrees to pay Contractor per psychiatrist:

Fiscal Year 2025/2026 (July 1, 2025 – June 30, 2026)

\$2,080 - \$2,560 per day at the rate of \$260 - \$320 per hour for an eight-hour day. The rates will be approved by the County prior to the Psychiatrist providing coverage.

If psychiatrist works less than 8 hours during any day, then at the rate of \$260 - \$320 per hour for hours worked on Telemedicine.

\$400 per hour for work over eight hours per day.

\$750 for each weeknight that psychiatrist is scheduled by County to remain on call.

(Weeknight shall mean from 5:00PM Monday to 8:00AM Tuesday, 5:00PM Tuesday to 8:00AM Wednesday, 5:00PM Wednesday to 8:00AM Thursday, and 5:00PM Thursday to 8:00AM Friday)

\$1,000 for each weekend that psychiatrist is scheduled by County to remain on call.

(Weekend mean 5:00PM Friday to 8:00AM Monday)

Fiscal Year 2026/2027 (July 1, 2026 – June 30, 2027)

\$2,240- \$2,720 per day at the rate of \$280 - \$340 per hour for an eight-hour day. The rates will be approved by the County prior to the Psychiatrist providing coverage.

If psychiatrist works less than 8 hours during any day, then at the rate of \$280 - \$340 per hour for hours worked on Telemedicine.

\$465 per hour for work over eight hours per day.

\$850 for each weeknight that psychiatrist is scheduled by County to remain on call.

(Weeknight shall mean from 5:00PM Monday to 8:00AM Tuesday, 5:00PM Tuesday to 8:00AM Wednesday, 5:00PM Wednesday to 8:00AM Thursday, and 5:00PM Thursday to 8:00AM Friday)

\$1,100 for each weekend that psychiatrist is scheduled by County to remain on call.

(Weekend mean 5:00PM Friday to 8:00AM Monday)

Fiscal Year 2027/2028 (July 1, 2027 – June 30, 2028)

\$2,400 - \$2,880 per day at the rate of \$300 - \$360 per hour for an eight-hour day. The rates will be approved by the County prior to the Psychiatrist providing coverage.

If psychiatrist works less than 8 hours during any day, then at the rate of \$300 - \$360 per hour for hours worked on Telemedicine.

\$495 per hour for work over eight hours per day.

\$950 for each weeknight that psychiatrist is scheduled by County to remain on call.

(Weeknight shall mean from 5:00PM Monday to 8:00AM Tuesday, 5:00PM Tuesday to 8:00AM Wednesday, 5:00PM Wednesday to 8:00AM Thursday, and 5:00PM Thursday to 8:00AM Friday)

\$1,200 for each weekend that psychiatrist is scheduled by County to remain on call.
(Weekend mean 5:00PM Friday to 8:00AM Monday)

An “eight-hour day” consists of a total of eight hours during which the psychiatrist may be scheduled for direct patient contact, consultation, review of records or quality assurance duties. All breaks or lunch periods during which psychiatrist is not available for scheduling as described above shall not count toward completion of the “eight-hour day” described here.

All invoices are due and payable upon receipt. Billing periods are the 1st through the 15th and the 16th through the end of the month. Invoices for adjustments to each billing period (such as overtime hours) are sent one week after each billing period.

PSYCHIATRIC NURSE PRACTITIONER (PNP) / PHYSICIAN'S ASSISTANT (PA)

County agrees to pay Contractor per Psychiatric Nurse Practitioner or Physician's Assistant:

Fiscal Year 2025/2026 (July 1, 2025 – June 30, 2026)

\$1,600 - \$1,760 per day at the rate of \$200 - \$220 per hour for an eight-hour day.

If PNP/PA works less than 8 hours during any day, then at the rate of \$200 - \$220 per hour for hours worked on site.

\$300 per hour for work over eight hours per day.

\$550 for each weeknight that PNP/PA is scheduled by County to remain on call.

(Weeknight shall mean from 5:00PM Monday to 8:00AM Tuesday, 5:00PM Tuesday to 8:00AM Wednesday, 5:00PM Wednesday to 8:00AM Thursday, and 5:00PM Thursday to 8:00AM Friday)

\$750 for each weekend that PNP/PA is scheduled by County to remain on call. (Weekend mean 5:00PM Friday to 8:00AM Monday)

Fiscal Year 2026/2027 (July 1, 2026 – June 30, 2027)

\$1,680 - \$1,840 per day at the rate of \$210 - \$230 per hour for an eight-hour day.

If PNP/PA works less than 8 hours during any day, then at the rate of \$210 - \$230 per hour for hours worked on site.

\$330 per hour for work over eight hours per day.

\$650 for each weeknight that PNP/PA is scheduled by County to remain on call.

(Weeknight shall mean from 5:00PM Monday to 8:00AM Tuesday, 5:00PM Tuesday to 8:00AM Wednesday, 5:00PM Wednesday to 8:00AM Thursday, and 5:00PM Thursday to 8:00AM Friday)

\$850 for each weekend that PNP/PA is scheduled by County to remain on call. (Weekend mean 5:00PM Friday to 8:00AM Monday)

Fiscal Year 2027/2028 (July 1, 2027 – June 30, 2028)

\$1,760 - \$1,920 per day at the rate of \$220 - \$240 per hour for an eight-hour day.

If PNP/PA works less than 8 hours during any day, then at the rate of \$220 - \$240 per hour for hours worked on site.

\$345 per hour for work over eight hours per day.

\$750 for each weeknight that PNP/PA is scheduled by County to remain on call.

(Weeknight shall mean from 5:00PM Monday to 8:00AM Tuesday, 5:00PM Tuesday to 8:00AM

Wednesday, 5:00PM Wednesday to 8:00AM Thursday, and 5:00PM Thursday to 8:00AM Friday)

\$950 for each weekend that PNP/PA is scheduled by County to remain on call. (Weekend mean 5:00PM Friday to 8:00AM Monday)

An “eight-hour day” consists of a total of eight hours during which the PNP/PA may be scheduled for direct patient contact, consultation, review of records or quality assurance duties. All breaks or lunch periods during which PNP/PA is not available for scheduling as described above shall not count toward completion of the “eight-hour day” described here.

“On call” shall mean continuous telephone availability during the call period, as scheduled by County. No additional compensation shall be paid for telephone coverage, unless PNP/PA is required by County to physically report to their work site.

The above rates are inclusive of acceptable lodging during the placement, and transportation expense.

All invoices are due and payable upon receipt. Billing periods are the 1st through the 15th and the 16th through the end of the month. Invoices for adjustments to each billing period (such as overtime hours) are sent one week after each billing period.

When scheduling of PNP/PA requires them to physically (excluding telephone coverage) remain in the placement community on New Year’s Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, or Christmas Day, a premium of seven hundred fifty (\$750.00) dollars will be charged.

**TELEMEDICINE PSYCHIATRIC NURSE PRACTITIONER (PNP) /
TELEMEDICINE PHYSICIAN'S ASSISTANT**

County agrees to pay Contractor per Telemedicine Psychiatric Nurse Practitioner or Physician's Assistant:

Fiscal Year 2025/2026 (July 1, 2025 – June 30, 2026)

\$1,600 - \$1,760 per day at the rate of \$200 - \$220 per hour for an eight-hour day

If PNP/PA works less than 8 hours during any day, then at the rate of \$200 - \$220 per hour for hours worked on telemedicine.

\$300 per hour for work over eight hours per day.

\$550 for each weeknight that PNP/PA is scheduled by County to remain on call.

(Weeknight shall mean from 5:00PM Monday to 8:00AM Tuesday, 5:00PM Tuesday to 8:00AM Wednesday, 5:00PM Wednesday to 8:00AM Thursday, and 5:00PM Thursday to 8:00AM Friday)

\$750 for each weekend that PNP/PA is scheduled by County to remain on call. (Weekend mean 5:00PM Friday to 8:00AM Monday)

Fiscal Year 2026/2027 (July 1, 2026 – June 30, 2027)

\$1,680 - \$1,840 per day at the rate of \$210 - \$230 per hour for an eight-hour day

If PNP/PA works less than 8 hours during any day, then at the rate of \$210 - \$230 per hour for hours worked on telemedicine.

\$330 per hour for work over eight hours per day.

\$650 for each weeknight that PNP/PA is scheduled by County to remain on call.

(Weeknight shall mean from 5:00PM Monday to 8:00AM Tuesday, 5:00PM Tuesday to 8:00AM Wednesday, 5:00PM Wednesday to 8:00AM Thursday, and 5:00PM Thursday to 8:00AM Friday)

\$850 for each weekend that PNP/PA is scheduled by County to remain on call. (Weekend mean 5:00PM Friday to 8:00AM Monday)

Fiscal Year 2027/2028 (July 1, 2027 – June 30, 2028)

\$1,760 - \$1,920 per day at the rate of \$220 - \$240 per hour for an eight-hour day

If PNP/PA works less than 8 hours during any day, then at the rate of \$220 - \$240 per hour for hours worked on telemedicine.

\$345 per hour for work over eight hours per day.

\$750 for each weeknight that PNP/PA is scheduled by County to remain on call.

(Weeknight shall mean from 5:00PM Monday to 8:00AM Tuesday, 5:00PM Tuesday to 8:00AM Wednesday, 5:00PM Wednesday to 8:00AM Thursday, and 5:00PM Thursday to 8:00AM Friday)

\$950 for each weekend that PNP/PA is scheduled by County to remain on call. (Weekend mean 5:00PM Friday to 8:00AM Monday)

An “eight-hour day” consists of a total of eight hours during which the PNP/PA may be scheduled for direct patient contact, consultation, review of records or quality assurance duties. All breaks or lunch periods during which PNP/PA is not available for scheduling as described above shall not count toward completion of the “eight hour day” described here.

All invoices are due and payable upon receipt. Billing periods are the 1st through the 15th and the 16th through the end of the month. Invoices for adjustments to each billing period (such as overtime hours) are sent one week after each billing period.

PSYCHOLOGIST

County agrees to pay Contractor per Psychologist:

Fiscal Year 2025/2026 (July 1, 2025 – June 30, 2026)

\$1,200 - \$1,600 per day at the rate of \$150 - \$200 per hour for an eight-hour day. The rates will be approved by the County prior to the Psychologist providing coverage.

If psychologist works less than 8 hours during any day, then at the rate of \$150 - \$200 per hour for hours worked on site.

\$255 per hour for work over eight hours per day.

\$350 for each weeknight that Psychologist is scheduled by County to remain on call.

(Weeknight shall mean from 5:00PM Monday to 8:00AM Tuesday, 5:00PM Tuesday to 8:00AM Wednesday, 5:00PM Wednesday to 8:00AM Thursday, and 5:00PM Thursday to 8:00AM Friday)

\$450 for each weekend that Psychologist is scheduled by County to remain on call.

(Weekend mean 5:00PM Friday to 8:00AM Monday)

Fiscal Year 2026/2027 (July 1, 2026 – June 30, 2027)

\$1,280 - \$1,680 per day at the rate of \$160 - \$210 per hour for an eight-hour day. The rates will be approved by the County prior to the Psychologist providing coverage.

If psychologist works less than 8 hours during any day, then at the rate of \$160 - \$210 per hour for hours worked on site.

\$270 per hour for work over eight hours per day.

\$450 for each weeknight that Psychologist is scheduled by County to remain on call.

(Weeknight shall mean from 5:00PM Monday to 8:00AM Tuesday, 5:00PM Tuesday to 8:00AM Wednesday, 5:00PM Wednesday to 8:00AM Thursday, and 5:00PM Thursday to 8:00AM Friday)

\$550 for each weekend that Psychologist is scheduled by County to remain on call.

(Weekend mean 5:00PM Friday to 8:00AM Monday)

Fiscal Year 2027/2028 (July 1, 2027 – June 30, 2028)

\$1,360 - \$1,760 per day at the rate of \$170 - \$220 per hour for an eight-hour day. The rates will be approved by the County prior to the Psychologist providing coverage.

If psychologist works less than 8 hours during any day, then at the rate of \$170 - \$220 per hour for hours worked on site.

\$300 per hour for work over eight hours per day.

\$550 for each weeknight that Psychologist is scheduled by County to remain on call.

(Weeknight shall mean from 5:00PM Monday to 8:00AM Tuesday, 5:00PM Tuesday to 8:00AM Wednesday, 5:00PM Wednesday to 8:00AM Thursday, and 5:00PM Thursday to 8:00AM Friday)

\$650 for each weekend that Psychologist is scheduled by County to remain on call.

(Weekend mean 5:00PM Friday to 8:00AM Monday)

An “eight-hour day” consists of a total of eight hours during which the psychologist may be scheduled for direct patient contact, consultation, review of records or quality assurance duties. All breaks or lunch periods during which psychologist is not available for scheduling as described above shall not count toward completion of the “eight-hour day” described here.

“On call” shall mean continuous telephone availability during the call period, as scheduled by County. No additional compensation shall be paid for telephone coverage, unless psychologist is required by County to physically report to their work site.

The above rates are inclusive of acceptable lodging during the placement, and transportation expense.

All invoices are due and payable upon receipt. Billing periods are the 1st through the 15th and the 16th through the end of the month. Invoices for adjustments to each billing period (such as overtime hours) are sent one week after each billing period.

When scheduling of psychologist requires them to physically (excluding telephone coverage) remain in the placement community on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, or Christmas Day, a premium of six hundred fifty (\$650.00) dollars will be charged.

LICENSED CLINICAL SOCIAL WORKER

County agrees to pay Contractor per Licensed Clinical Social Worker (LCSW):

Fiscal Year 2025/2026 (July 1, 2025 – June 30, 2026)

\$960 - \$1,200 per day at the rate of \$120 - \$150 per hour for an eight-hour day. The rates will be approved by the County prior to the LCSW providing coverage.

If LCSWS works less than 8 hours during any day, then at the rate of \$120 - \$150 per hour for hours worked on site.

\$202 per hour for work over eight hours per day.

\$350 for each weeknight that LCSW is scheduled by County to remain on call. (Weeknight shall mean from 5:00PM Monday to 8:00AM Tuesday, 5:00PM Tuesday to 8:00AM Wednesday, 5:00PM Wednesday to 8:00AM Thursday, and 5:00PM Thursday to 8:00AM Friday)

\$450 for each weekend that LCSW is scheduled by County to remain on call. (Weekend mean 5:00PM Friday to 8:00AM Monday)

Fiscal Year 2026/2027 (July 1, 2026 – June 30, 2027)

\$1,040 - \$1,280 per day at the rate of \$130 - \$160 per hour for an eight-hour day. The rates will be approved by the County prior to the LCSW providing coverage.

If LCSWS works less than 8 hours during any day, then at the rate of \$130 - \$160 per hour for hours worked on site.

\$217 per hour for work over eight hours per day.

\$450 for each weeknight that LCSW is scheduled by County to remain on call. (Weeknight shall mean from 5:00PM Monday to 8:00AM Tuesday, 5:00PM Tuesday to 8:00AM Wednesday, 5:00PM Wednesday to 8:00AM Thursday, and 5:00PM Thursday to 8:00AM Friday)

\$550 for each weekend that LCSW is scheduled by County to remain on call. (Weekend mean 5:00PM Friday to 8:00AM Monday)

Fiscal Year 2027/2028 (July 1, 2027 – June 30, 2028)

\$1,120 - \$1,360 per day at the rate of \$140 - \$170 per hour for an eight-hour day. The rates will be approved by the County prior to the LCSW providing coverage.

If LCSWS works less than 8 hours during any day, then at the rate of \$140 - \$170 per hour for hours worked on site.

\$232 per hour for work over eight hours per day.

\$550 for each weeknight that LCSW is scheduled by County to remain on call. (Weeknight shall mean from 5:00PM Monday to 8:00AM Tuesday, 5:00PM Tuesday to 8:00AM Wednesday, 5:00PM Wednesday to 8:00AM Thursday, and 5:00PM Thursday to 8:00AM Friday)

\$650 for each weekend that LCSW is scheduled by County to remain on call. (Weekend mean 5:00PM Friday to 8:00AM Monday)

An “eight-hour day” consists of a total of eight hours during which the LCSW may be scheduled for direct patient contact, consultation, review of records or quality assurance duties. All breaks or lunch periods during which LCSW is not available for scheduling as described above shall not count toward completion of the “eight-hour day” described here.

“On call” shall mean continuous telephone availability during the call period, as scheduled by County. No additional compensation shall be paid for telephone coverage, unless LCSW is required by County to physically report to their work site.

The above rates are inclusive of acceptable lodging during the placement, and transportation expense.

All invoices are due and payable upon receipt. Billing periods are the 1st through the 15th and the 16th through the end of the month. Invoices for adjustments to each billing period (such as overtime hours) are sent one week after each billing period.

When scheduling of LCSW requires them to physically (excluding telephone coverage) remain in the placement community on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, or Christmas Day, a premium of six hundred fifty (\$650.00) dollars will be charged.

End of Exhibit A

E-Contract Review
Approval as to Form

Department Name: Health Services Agency

Vendor Name: Locumtenens.com LLC

Contract Description: For the purpose of arranging for locum tenens

APPROVED AS TO FORM:



Date: 11/04/2025

Office of the Tehama County Counsel
Margaret Long, County Counsel



Tehama County Minutes Certification

File Number: 25-1139

Enactment Number: MISC. AGR 2025-195

6. HEALTH SERVICES AGENCY / MENTAL HEALTH 25-1139

a) AGREEMENT - Request approval and authorization for the Executive Director to sign the agreement with LocumTenens.com, LLC, for the purpose of locating and arranging for locum tenens Psychiatrists, Psychiatric Nurse Practitioners, Physician's Assistants, Psychologists, and Licensed Clinical Workers to provide medical services at the amounts set forth on Exhibit "A", with maximum compensation not to exceed \$600,000 in any one fiscal year, effective 7/1/25 and shall terminate 6/30/28 (*Subject to receipt of required insurance documentation*)

Enactment No: MISC. AGR 2025-195

A motion was made by Supervisor Walker, seconded by Vice Chair Nolen, to approve the Consent Agenda. The motion carried by the following vote:

RESULT: APPROVED THE CONSENT AGENDA

MOVER: Tom Walker

SECONDER: Pati Nolen

AYES: Supervisor Jones, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

ABSENT: Supervisor Burroughs

RESULT: APPROVE

I, SEAN HOUGHTBY, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of an order adopted by said Board of Supervisors on 7/1/2025.

Attest:

July 03, 2025

Date Certified

**AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND
LOCUMTENENS.COM LLC**

This agreement is entered into between the County of Tehama, through its Health Services Agency, (“County”) and LocumTenens.com LLC (“Contractor”) for the purpose of locating and arranging for locum tenens Psychiatrist(s), and/or Psychiatric Nurse Practitioner(s) (PNPs) and/or Physician Assistant (PAs), and/or Psychologist(s), and/or Licensed Clinical Social Worker(s) (LCSWs) to provide services at the placement address or by telemedicine.

1. RESPONSIBILITIES OF CONTRACTOR

During the term of this agreement, Contractor shall During the term of this agreement, Contractor shall:

- a) use its best efforts to locate and arrange for Psychiatrist(s), and/or Psychiatric Nurse Practitioner(s) (PNPs) and/or Physician Assistant (PAs), and/or Psychologist(s), and/or Licensed Clinical Social Worker(s) (LCSWs) acceptable to County and properly licensed for the placement to provide medical services from time to time as specifically requested by County and as mutually agreed upon by County and Contractor during the term described below. The term psychiatrist(s) shall include psychiatrist(s) that may provide telemedicine outpatient psychiatry utilizing telemedicine tools, supplies, support personnel or equipment that is offsite and not owned or provided by the County;
- b) Make payments to psychiatrist(s)/PNP(s)/PA(s)/ Psychologist(s)/ LCSW(s) providing medical coverage under this Agreement from payments made under this contract by County;
- c) be responsible for providing the billing information on the form provided by the County;
- d) shall require all psychiatrist(s)/PNP(s)/PA(s)/Psychologist(s)/LCSW(s) assigned to the County to participate in the County HIPAA (Health Insurance Portability and Accountability Act) compliance training prior to gaining access to County EMR or providing services to Tehama County beneficiaries.
- e) ensure that all psychiatrist(s)/PNP(s)/PA(s)/Psychologist(s)/LCSW(s) have a valid National Provider Identifier prior to placement at County.
- f) Shall comply with all contractual provisions pursuant to EXHIBIT B, "COMPLIANCE AND PROGRAM INTEGRITY" attached hereto and incorporated by reference. Contractor will not be responsible for any falsification of information, purposeful or not, by any employee.

2. RESPONSIBILITIES OF THE COUNTY

During the term of this agreement, County shall:

- a) provide all instruments, tools, supplies, and support personnel necessary to enable the psychiatrist(s)/PNP(s)/PA(s)/psychologist(s)/LCSW(s) that are on-site to perform the medical services required;
- b) comply with American Medical Association, (“AMA”) and governmental procedural and ethical standards relating to patient care and other operations and to provide a reasonable work schedule and suitable practice environment for the psychiatrist(s)/PNP(s)/PA(s)/psychologist(s)/LCSWs to perform medical services;
- c) shall provide HIPAA (Health Insurance Portability and Accountability Act) compliance training to psychiatrist(s)/PNP(s)/PA(s)/psychologist(s)/LCSW(s) assigned to County prior to granting access to County EMR or establishing Tehama County beneficiary caseload.
- d) have the obligation to collect, and may retain, all fees generated by psychiatrist(s)/PNP(s)/PA(s)/psychologist(s)/LCSW(s) providing services under this Agreement.
- e) maintain all telemedicine equipment used by the County in good working order and repair. County shall provide system support for all telemedicine equipment used by the County for telemedicine outpatient Services provided by Contractor.

3. COMPENSATION

County agrees to pay to Contractor at the times and in the amounts set forth on Exhibit "A", attached hereto, all amounts due for psychiatrist(s)/PNP(s)/PA(s)/Psychologist(s)/LCSW(s) services under this agreement after completing the duties described in this agreement. The total maximum compensation payable to Contractor under this agreement shall not exceed Six Hundred Thousand dollars and no cents (\$600,000.00) in any one fiscal year (July 1 – June 30). If County fails to make any payments when due, or to perform any of its obligations under this agreement, Contractor may declare termination of this agreement and shall be released from all obligations in law or equity to continue performance under this agreement. Termination shall not operate as a forfeiture of Contractor’s rights under this agreement, and the rights granted by this provision shall be in addition to any other rights which Contractor may have in law or in equity.

4. BILLING AND PAYMENT

On or before the 15th of each month, Contractor shall submit to County an itemized invoice for all services rendered during the preceding calendar month. County shall make payment of all undisputed amounts within 30 days of receipt of Contractor's invoice. County shall be obligated to pay only for services properly invoiced in accordance with this section.

5. LITIGATION COSTS AND FEES

In the event either party brings an action or proceeding arising out of or related to this agreement or to establish the right or remedy of either party, each party shall bear its own attorney's fees and costs as part of such action or proceedings.

6. TERM OF AGREEMENT

This agreement shall commence on July 1, 2025 and shall terminate June 30, 2028, unless terminated in accordance with section 6 below.

7. TERMINATION OF AGREEMENT

County may terminate this contract immediately upon oral notice should funding cease or be materially decreased or should the Tehama County Board of Supervisors decline to appropriate funding for this agreement in any fiscal year.

Either party may terminate this agreement for convenience with no less than thirty (30) days written notice. County shall pay Contractor for all work satisfactorily completed as of the date of notice.

If this agreement is cancelled for convenience by County less than thirty and more than ten (10) days prior to the scheduled commencement of locum tenens services under this agreement, County shall pay to Contractor one-half (1/2) of the total sum due under this agreement, or one-half (1/2) of the total sum payable under this agreement for services scheduled within thirty (30) days of the effective date of notice to Contractor, whichever is less. If County cancels this agreement within ten (10) days prior to the commencement or after the commencement of scheduled locum tenens services under this agreement, County shall pay to Contractor the full amount called for under this agreement or the total sum payable under this agreement for services scheduled within thirty (30) days of the effective date of notice to Contractor, whichever is less, plus the actual amount owing

for services rendered to the date of cancellation. These charges represent liquidated and agreed upon damages for cancellation.

If Contractor is unable for any reason to provide a psychiatrist(s)/PNP(s)/PA(s)/Psychologist(s)/LCSW(s) acceptable to County, the agreement may be terminated by Contractor upon giving written notice of termination to County. Termination shall be effective on receipt of said notice to County from Contractor, and Contractor shall thereafter return any payments received under this agreement.

The County's right to terminate this agreement may be exercised by the Health Services Agency's Executive Director.

8. HIRING

This section applies only to hiring a psychiatrist(s)/PNP(s)/PA(s)/Psychologist(s)/LCSW(s) in a permanent position.

Contractor encourages County to hire psychiatrist(s)/PNP(s)/PA(s)/Psychologist(s)/LCSW(s) introduced to County in connection with this agreement for a permanent position.

County agrees to pay a hiring fee for any psychiatrist introduced to County by Contractor in the amount of Forty-Five Thousand Dollars and no cents (\$45,000.00) during Fiscal Year 25/26 defined as July 1, 2025 through June 30, 2026, Forty-Eight Thousand Dollars and no cents (\$48,000.00) during Fiscal Year 26/27 defined as July 1, 2026 through June 30, 2027, and Fifty Thousand Dollars and no cents (\$50,000.00) during Fiscal Year 27/28 defined as July 1, 2027 through June 30, 2028.

County agrees to pay a hiring fee for any PNP(s)/PA(s)/Psychologist(s)/LCSW(s) introduced to County by Contractor in the amount of Twenty-Eight Thousand Dollars and no cents (\$28,000.00) during Fiscal Year 25/26 defined as July 1, 2025 through June 30, 2026, Thirty Thousand Dollars and no cents (\$30,000.00) during Fiscal Year 26/27 defined as July 1, 2026 through June 30, 2027, and Thirty-Two Thousand Dollars and no cents (\$32,000.00) during Fiscal Year 27/28 defined as July 1, 2027 through June 30, 2028.

Hiring fees are applicable for any PNP(s)/PA(s)/Psychologist(s)/LCSW(s) if that psychiatrist(s) or PNP(s)/PA(s)/Psychologist(s)/LCSW(s):

- a) accepts a permanent position with County, or any organization or group owned by or affiliated with County, whether or not in County's actual community; or,
- b) accepts a permanent position in County's community if County deliberately provides any substantial enticements or substantially participates in any negotiations or agreements relating to that position.

The hiring fee shall be payable on the earlier of:

- a) the date any contract is made for the psychiatrist(s)/PNP(s)/PA(s)/Psychologist(s)/LCSW(s) permanent position; or
- b) the date the psychiatrist(s)/PNP(s)/PA(s)/Psychologist(s)/LCSW(s) permanent position commences.

Until the hiring fee is paid, all services by that psychiatrist/PNP/PA/Psychologist/LCSW in such permanent position shall be treated as provided through Contractor's locum tenens program, and payment for such services shall be made to Contractor as provided in this agreement in Exhibit A.

County's obligation under this paragraph will apply only to any hiring fee first payable within two (2) years of the termination of this agreement. The obligation to pay the hiring fee shall continue for the period described regardless of the date or reason of termination or cancellation of this agreement and regardless of any breach by either party of this agreement.

Notwithstanding any other provision of this Agreement, or of any other Agreement between County and Contractor, no hiring fee shall be payable if a psychiatrist(s)/PNP(s)/PA(s)/Psychologist(s)/LCSW(s) introduced to County in connection with this Agreement, or any other Agreement between County and Contractor, provides locum tenens services to any party through a locum tenens program other than Contractor. Contractor shall not be entitled to any payment whatsoever by reason of such locum tenens services.

This Section shall supersede and replace the hiring fee provisions of any prior or contemporaneous Agreement between County and Contractor, which shall have no further force or effect.

9. ENTIRE AGREEMENT; MODIFICATION

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no other oral or written representation.

10. NONASSIGNMENT OF AGREEMENT

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate or sublet any interest herein without the prior written consent of the County.

11. EMPLOYMENT STATUS

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this agreement; provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of the County is to ensure that the services shall be rendered and performed in a competent, efficient, and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the Federal government, which would be withheld from compensation of Contractor, if Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Contractor shall not be eligible for coverage under County's Workers Compensation Insurance Plan nor shall Contractor be eligible for any other County benefit.

12. INDEMNIFICATION

Contractor shall defend, hold harmless, and indemnify Tehama County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses

(including but not limited to reasonable attorney's fees of County), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of County) being damaged, arising out of contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, whether by negligence or otherwise. Contractor shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. Contractor shall also defend and indemnify County against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the County with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

13. INSURANCE

Contractor shall obtain and maintain continuously medical malpractice insurance coverage under Contractor's group malpractice insurance policy for all medical professionals placed with County by Contractor in at least the minimum amounts of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate per medical professional.

Contractor shall provide a certificate of such insurance naming County of Tehama as certificate holder.

An insurance binder listing County of Tehama as a certificate holder shall be issued for each medical professional placed. Insurance shall be maintained for at least five years after completion of contract work.

14. PREVAILING WAGE

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services hereunder are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to the extent that such laws apply. If applicable,

County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office and will make this information available to any interested party upon request. Contractor shall defend, indemnify, and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Contractor or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Contractor specifically acknowledges that County has not affirmatively represented to contractor in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a “public work.” To the fullest extent permitted by law, Contractor hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

Contractor acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no contractor or subcontractor may be listed on a bid proposal or be awarded a contract for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, with exceptions from this requirement specified under Labor Code sections 1725.5(f), 1771.1(a) and 1771.1(n).

If the services are being performed as part of the applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, Contractor acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

15. NON-DISCRIMINATION

Contractor shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

16. GREEN PROCUREMENT POLICY

Through Tehama County Resolution No. 2021-140, the County adopted the Recovered Organic Waste Product Procurement Policy (available upon request) to (1) protect and conserve natural resources, water and energy; (2) minimize the jurisdiction’s contribution to pollution and solid waste disposal; (3) comply with state requirements as contained in 14 CCR Division 7, Chapter

12, Article 12 (SB 1383); (4) support recycling and waste reduction; and (5) promote the purchase of products made with recycled materials, in compliance with the California Integrated Waste Management Act of 1989 (AB 939) and SB1382 when product fitness and quality are equal and they are available at the same or lesser cost of non-recycled products. Contractor shall adhere to this policy as required therein and is otherwise encouraged to conform to this policy.

17. COMPLIANCE WITH LAWS AND REGULATIONS

All services to be performed by Contractor under to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the County immediately.

18. LAW AND VENUE

This agreement shall be deemed to be made in and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

19. AUTHORITY

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

20. GENERAL PROVISIONS

- a.) No Waiver: The failure of either party to exercise any of its rights under this agreement shall not be deemed to be a waiver of such rights.
- b.) Severability: If any part of this agreement shall be held unenforceable, the rest of this agreement will nevertheless remain in full force and effect.

21. COUNTY PLACEMENT INFORMATION

Specialty: **Psychiatry or Psychiatric Nurse Practitioner or Physician Assistant**

Placement Address: 1860 Walnut St.
Mailing Address: Post Office Box 400
Red Bluff, CA 96080

Placement Telephone: (530) 527-5631

Contact Person: Mental Health Director

22. NOTICES

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first class mail to the following addresses:

If to County: Tehama County Health Services Agency
Attn: Executive Director
P.O. Box 400
Red Bluff, CA 96080
(530) 527-8491

If to Contractor: LOCUMTENENS.COM LLC
2655 Northwinds Pkwy (Billing: 2575 Northwinds Pkwy)
Alpharetta, GA 30009
Ph: (800) 562-8663 Fax: (678) 221-5511
Email: GraysonAndKate@locumtenens.com

Notice shall be deemed to be effective two days after mailing.

23. NON-EXCLUSIVE AGREEMENT

Contractor understands that this is not an exclusive agreement, and that County shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by Contractor, or to perform such services with County's own forces, as County desires.

24. STANDARDS OF THE PROFESSION

Contractor agrees to perform its duties and responsibilities pursuant to the terms and conditions of this agreement in accordance with the standards of the profession for which Contractor has been properly licensed to practice.

25. LICENSING OR ACCREDITATION

Where applicable the Contractor shall maintain the appropriate license or accreditation through the life of this contract.

26. RESOLUTION OF AMBIGUITIES

If an ambiguity exists in this Agreement, or in a specific provision hereof, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.

27. NO THIRD-PARTY BENEFICIARIES

Neither party intends that any person shall have a cause of action against either of them as a third-party beneficiary under this Agreement. The parties expressly acknowledge that is not their intent to create any rights or obligations in any third person or entity under this Agreement. The parties agree that this Agreement does not create, by implication or otherwise, any specific, direct or indirect obligation, duty, promise, benefit and/or special right to any person, other than the parties hereto, their successors and permitted assigns, and legal or equitable rights, remedy, or claim under or in respect to this Agreement or provisions herein.

28. HAZARDOUS MATERIALS

Contractor shall provide to County all Safety Data Sheets covering all Hazardous Materials to be furnished, used, applied, or stored by Contractor, or any of its Subcontractors, in connection with the services on County property. Contractor shall provide County with copies of any such Safety Data Sheets prior to entry to County property or with a document certifying that no Hazardous Materials will be brought onto County property by Contractor, or any of its Subcontractors, during the performance of the services. County shall provide Safety Data Sheets for any Hazardous Materials that Contractor may be exposed to while on County property.

29. HARASSMENT

Contractor agrees to make itself aware of and comply with the County's Harassment Policy, TCPR §8102: Harassment, which is available upon request. The County will not tolerate or condone harassment, discrimination, retaliation, or any other abusive behavior. Violations of this policy may cause termination of this agreement.

30. COUNTERPARTS, ELECTRONIC SIGNATURES – BINDING

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civil Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of “electronic signature” as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

31. QUALIFICATIONS AND PERFORMANCE OF PSYCHIATRIST/PNP/PA

If County reasonably finds the performance of any psychiatrist/PNP/PA providing coverage under this agreement to be unacceptable for reasons of professional competence or personal conduct, it shall give notice to Contractor and may then remove the psychiatrist/PNP/PA from the placement. Contractor may either replace such psychiatrist/PNP/PA in a timely manner with a psychiatrist/PNP/PA approved by County or may terminate this agreement immediately by giving notice of such termination to County. Fees calculated to the date of termination shall be paid to Contractor by County.

32. INDEPENDENT CONTRACTORS

The relationship between Contractor and County, Contractor and psychiatrist(s)/PNP(s)/PA(s)/ Psychologist(s)/ LCSW(s) providing services under this agreement, and between psychiatrist/PNP/PA providing services under this agreement and County, are each that of an independent contractor providing services. As such, Contractor does not involve itself in the

practice of medicine, nor have any responsibility for the medical acts of psychiatrist(s)/PNP(s)/PA(s)/ Psychologist(s)/ LCSW(s) providing services under this agreement.

33. DELAY

Neither party shall be liable in damages for any delay or default in performing its respective obligations under this agreement if such delay or default is caused by conditions beyond its control, including, but not limited to, acts of God, governmental restrictions, strikes, fires, floods, or work stoppages. So long as any such delay or default continues, the party affected by the conditions beyond its control shall keep the other party fully informed concerning the matters causing the delay or default and the prospects of their ending.

34. CULTURAL COMPETENCY

Contractor shall ensure that services delivered under the terms of this agreement reflect a comprehensive range of age appropriate, cost effective, high quality intervention strategies directed so as to promote wellness, avert crises, and maintain beneficiaries within their own communities. Contractor shall make every effort to deliver services which are culturally sensitive and culturally competent and which operationalize the following values:

- a. Services should be delivered in the client's primary language or language of choice since language is the primary "carrier of culture,"
- b. Services should encourage the active participation of individuals in their own care, protect their confidentiality at all times, and recognize the rights of all individuals regardless of race, ethnicity, cultural background, disability or personal characteristics,
- c. Service delivery staff should reflect the racial, ethnic, and cultural diversity of the population being served,
- d. Certain culturally sanctioned behaviors, values, or attitudes of individuals legitimately may conflict with "mainstream values" without indicating psychopathology or moral deviance,
- e. Service delivery systems should reflect cultural diversity in methods of service delivery as well as policy,
- f. The organization should instill values in staff which encourage them to confront racially or culturally biased behavior in themselves and others and which encourage them to increase their sensitivity and acceptance of culturally based differences.
- g. Contractor's staff shall receive cultural competency training and provide evidence of

such training to County upon request.

35. CODE OF CONDUCT

Contractor shall comply with the Code of Conduct.

Tehama County Health Services Agency, (“TCHSA”) maintains high ethical standards and is committed to complying with all applicable statutes, regulations, and guidelines. TCHSA and each of its employees and Contractor shall follow an established Code of Conduct.

PURPOSE

The purpose of the TCHSA Code of Conduct is to ensure that all TCHSA employees and Contractor are committed to conducting their activities in accordance with the highest levels of ethics and in compliance with all applicable State and Federal statutes, regulations, and guidelines. The Code of Conduct also serves to demonstrate TCHSA’s dedication to providing quality care to its patients.

CODE OF CONDUCT – General Statement

- The Code of Conduct is intended to provide TCHSA employees and Contractor with general guidelines to enable them to conduct the business of TCHSA in an ethical and legal manner;
- Every TCHSA employee and Contractor is expected to uphold the Code of Conduct;
- Failure to comply with the Code of Conduct or failure to report non-compliance may subject the TCHSA employee or Contractor to disciplinary action, up to or including termination of employment or contracted status.
- Shall perform their duties in good faith and to the best of their ability.
- Shall comply with all statutes, regulations, and guidelines applicable to Federal health care programs, and with TCHSA’s own policies and procedures.
- Shall refrain from any illegal conduct. When an employee or Contractor is uncertain of the meaning or application of a statute, regulation, or guideline, or the legality of a certain practice or activity, he or she shall seek guidance from his or her immediate Supervisor, Division Director, or the Quality Assurance Manager, or the Compliance Auditor.

- Shall not obtain any improper personal benefit by virtue of their employment or contractual relationship with TCHSA;
- Shall notify their Supervisor, Division Director, or Agency Executive Director immediately upon receipt (at work or at home) of any inquiry, subpoena, or other agency or governmental request for information regarding TCHSA;
- Shall not destroy or alter TCHSA information or documents in anticipation of, or in response to, a request for documents by any applicable governmental agency or from a court of competent jurisdiction;
- Shall not engage in any practice intended to unlawfully obtain favorable treatment or business from any entity, physician, patient, resident, vendor, or any other person or entity in a position to provide such treatment or business;
- Shall not accept any gift of more than nominal value or any hospitality or entertainment, which because of its source or value, might influence the employee's or Contractor's independent judgment in transactions involving TCHSA;
- Shall disclose to their Division Director any financial interest, official position, ownership interest, or any other relationship that they (or a member of their immediate family) has with TCHSA vendors or Contractor;
- Shall not participate in any false billing of patients, governmental entities, or any other party;
- Shall not participate in preparation of any false cost report or other type of report submitted to the government;
- Shall not pay or arrange for TCHSA to pay any person or entity for the referral of patients to TCHSA, and shall not accept any payment or arrangement for TCHSA to accept any payment for referrals from TCHSA;
- Shall not use confidential TCHSA information for their own personal benefit or for the benefit of any other person or entity while employed at or under contract to TCHSA, or at any time thereafter;
- Shall not disclose confidential medical information pertaining to TCHSA's patients or clients without the express written consent of the patients or clients or pursuant to court order and in accordance with the applicable law and TCHSA applicable policies and procedures;

- Shall promptly report to the Quality Assurance Manager any and all violations or suspected violations of the Code of Conduct;
- Shall promptly report to the Quality Assurance Manager any and all violations or suspected violations of any statute, regulation, or guideline applicable to Federal health care programs or violations of TCHSA's own policies and procedures;
- Shall not engage in or tolerate retaliation against employees or Contractor's employees who report or suspect wrongdoing.

**36. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
(HIPAA)**

The parties acknowledge that the performance of Contractor's obligations under this contract does not involve the use or disclosure of individually identifiable health information. Contractor shall not receive individually identifiable health information from the County, nor create or receive individually identifiable health information on County's behalf. Consequently, the parties hereby agree that Contractor is not a "business associate" of County for purposes of the Health Insurance Portability and Accountability Act of 1996 and implementing regulations (HIPAA).

37. EXHIBITS

Contractor shall comply with all provisions of Exhibits A through B, attached hereto and incorporated by reference. In the event of a conflict between the provisions of the main body of this Agreement and any attached Exhibit(s), the main body of the Agreement shall take precedence.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.

Date: 6-18-25

COUNTY OF TEHAMA

Jayne S. Bottke
Jayme S. Bottke, Executive Director

LOCUMTENENS.COM, LLC, a limited liability company

Date: 06/16/2025

Terrence Smith
Terrence Smith, Vice President

106086
Vendor Number

53230
Budget Account Number

Exhibit A

PSYCHIATRY

County agrees to pay Contractor per psychiatrist:

Fiscal Year 2025/2026 (July 1, 2025 – June 30, 2026)

\$2,080- \$2,560 per day at the rate of \$260 - \$320 per hour for an eight-hour day. The rates will be approved by the County prior to the Psychiatrist providing coverage.

If psychiatrist works less than 8 hours during any day, then at the rate of \$260 - \$320 per hour for hours worked on site.

Fiscal Year 2026/2027 (July 1, 2026 – June 30, 2027)

\$2,240- \$2,720 per day at the rate of \$280 - \$340 per hour for an eight-hour day. The rates will be approved by the County prior to the Psychiatrist providing coverage.

If psychiatrist works less than 8 hours during any day, then at the rate of \$280 - \$340 per hour for hours worked on site.

Fiscal Year 2027/2028 (July 1, 2027 – June 30, 2028)

\$2,400 - \$2,880 per day at the rate of \$300 - \$360 per hour for an eight-hour day. The rates will be approved by the County prior to the Psychiatrist providing coverage.

If psychiatrist works less than 8 hours during any day, then at the rate of \$300 - \$360 per hour for hours worked on site.

An “eight-hour day” consists of a total of eight hours during which the psychiatrist may be scheduled for direct patient contact, consultation, review of records or quality assurance duties. All breaks or lunch periods during which psychiatrist is not available for scheduling as described above shall not count toward completion of the “eight-hour day” described here.

\$400 per hour for work over eight hours per day.

\$750 for each weeknight that psychiatrist is scheduled by County to remain on call.

(Weeknight shall mean from 5:00PM Monday to 8:00AM Tuesday, 5:00PM Tuesday to 8:00AM Wednesday, 5:00PM Wednesday to 8:00AM Thursday, and 5:00PM Thursday to 8:00AM Friday)

\$1,000 for each weekend that psychiatrist is scheduled by County to remain on call.

(Weekend mean 5:00PM Friday to 8:00AM Monday)

“On call” shall mean continuous telephone availability during the call period, as scheduled by County. No additional compensation shall be paid for telephone coverage, unless psychiatrist is required by County to physically report to their work site.

The above rates are inclusive of acceptable lodging during the placement, and transportation expense.

All invoices are due and payable upon receipt. Billing periods are the 1st through the 15th and the 16th through the end of the month. Invoices for adjustments to each billing period (such as overtime hours) are sent one week after each billing period.

When scheduling of locum tenens psychiatrist requires them to physically (excluding telephone coverage) remain in the placement community on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, or Christmas Day, a premium of One Thousand (\$1,200.00) dollars will be charged.

TELEPSYCHIATRY

County agrees to pay Contractor per psychiatrist:

Fiscal Year 2025/2026 (July 1, 2025 – June 30, 2026)

\$2,080 - \$2,560 per day at the rate of \$260 - \$320 per hour for an eight-hour day. The rates will be approved by the County prior to the Psychiatrist providing coverage.

If psychiatrist works less than 8 hours during any day, then at the rate of \$260 - \$320 per hour for hours worked on Telemedicine.

Fiscal Year 2026/2027 (July 1, 2026 – June 30, 2027)

\$2,240- \$2,720 per day at the rate of \$280 - \$340 per hour for an eight-hour day. The rates will be approved by the County prior to the Psychiatrist providing coverage.

If psychiatrist works less than 8 hours during any day, then at the rate of \$280 - \$340 per hour for hours worked on Telemedicine.

Fiscal Year 2027/2028 (July 1, 2027 – June 30, 2028)

\$2,400 - \$2,880 per day at the rate of \$300 - \$360 per hour for an eight-hour day. The rates will be approved by the County prior to the Psychiatrist providing coverage.

If psychiatrist works less than 8 hours during any day, then at the rate of \$300 - \$360 per hour for hours worked on Telemedicine.

An “eight-hour day” consists of a total of eight hours during which the psychiatrist may be scheduled for direct patient contact, consultation, review of records or quality assurance duties. All breaks or lunch periods during which psychiatrist is not available for scheduling as described above shall not count toward completion of the “eight-hour day” described here.

All invoices are due and payable upon receipt. Billing periods are the 1st through the 15th and the 16th through the end of the month. Invoices for adjustments to each billing period (such as overtime hours) are sent one week after each billing period.

PSYCHIATRIC NURSE PRACTITIONER (PNP) / PHYSICIAN'S ASSISTANT (PA)

County agrees to pay Contractor per Psychiatric Nurse Practitioner or Physician's Assistant:

Fiscal Year 2025/2026 (July 1, 2025 – June 30, 2026)

\$1,600 - \$1,760 per day at the rate of \$200 - \$220 per hour for an eight-hour day.

If PNP/PA works less than 8 hours during any day, then at the rate of \$200 - \$220 per hour for hours worked on site.

Fiscal Year 2026/2027 (July 1, 2026 – June 30, 2027)

\$1,680 - \$1,840 per day at the rate of \$210 - \$230 per hour for an eight-hour day.

If PNP/PA works less than 8 hours during any day, then at the rate of \$210 - \$230 per hour for hours worked on site.

Fiscal Year 2027/2028 (July 1, 2027 – June 30, 2028)

\$1,760 - \$1,920 per day at the rate of \$220 - \$240 per hour for an eight-hour day.

If PNP/PA works less than 8 hours during any day, then at the rate of \$220 - \$240 per hour for hours worked on site.

An "eight-hour day" consists of a total of eight hours during which the PNP/PA may be scheduled for direct patient contact, consultation, review of records or quality assurance duties. All breaks or lunch periods during which PNP/PA is not available for scheduling as described above shall not count toward completion of the "eight-hour day" described here.

\$300 per hour for work over eight hours per day.

\$550 for each weeknight that PNP/PA is scheduled by County to remain on call.

(Weeknight shall mean from 5:00PM Monday to 8:00AM Tuesday, 5:00PM Tuesday to 8:00AM Wednesday, 5:00PM Wednesday to 8:00AM Thursday, and 5:00PM Thursday to 8:00AM Friday)

\$750 for each weekend that PNP/PA is scheduled by County to remain on call. (Weekend mean 5:00PM Friday to 8:00AM Monday)

"On call" shall mean continuous telephone availability during the call period, as scheduled by County. No additional compensation shall be paid for telephone coverage, unless PNP/PA is required by County to physically report to their work site.

The above rates are inclusive of acceptable lodging during the placement, and transportation expense.

All invoices are due and payable upon receipt. Billing periods are the 1st through the 15th and the 16th through the end of the month. Invoices for adjustments to each billing period (such as overtime hours) are sent one week after each billing period.

When scheduling of PNP/PA requires them to physically (excluding telephone coverage) remain in the placement community on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, or Christmas Day, a premium of seven hundred fifty (\$750.00) dollars will be charged.

**TELEMEDICINE PSYCHIATRIC NURSE PRACTITIONER (PNP) /
TELEMEDICINE PHYSICIAN'S ASSISTANT**

County agrees to pay Contractor per Telemedicine Psychiatric Nurse Practitioner or Physician's Assistant:

Fiscal Year 2025/2026 (July 1, 2025 – June 30, 2026)

\$1,600 - \$1,760 per day at the rate of \$200 - \$220 per hour for an eight-hour day

If PNP/PA works less than 8 hours during any day, then at the rate of \$200 - \$220 per hour for hours worked on telemedicine.

Fiscal Year 2026/2027 (July 1, 2026 – June 30, 2027)

\$1,680 - \$1,840 per day at the rate of \$210 - \$230 per hour for an eight-hour day

If PNP/PA works less than 8 hours during any day, then at the rate of \$210 - \$230 per hour for hours worked on telemedicine.

Fiscal Year 2027/2028 (July 1, 2027 – June 30, 2028)

\$1,760 - \$1,920 per day at the rate of \$220 - \$240 per hour for an eight-hour day

If PNP/PA works less than 8 hours during any day, then at the rate of \$220 - \$240 per hour for hours worked on telemedicine.

An “eight-hour day” consists of a total of eight hours during which the PNP/PA may be scheduled for direct patient contact, consultation, review of records or quality assurance duties. All breaks or lunch periods during which PNP/PA is not available for scheduling as described above shall not count toward completion of the “eight hour day” described here.

All invoices are due and payable upon receipt. Billing periods are the 1st through the 15th and the 16th through the end of the month. Invoices for adjustments to each billing period (such as overtime hours) are sent one week after each billing period.

PSYCHOLOGIST

County agrees to pay Contractor per Psychologist:

Fiscal Year 2025/2026 (July 1, 2025 – June 30, 2026)

\$1,200 - \$1,600 per day at the rate of \$150 - \$200 per hour for an eight-hour day. The rates will be approved by the County prior to the Psychologist providing coverage.

If psychologist works less than 8 hours during any day, then at the rate of \$150 - \$200 per hour for hours worked on site.

Fiscal Year 2026/2027 (July 1, 2026 – June 30, 2027)

\$1,280 - \$1,680 per day at the rate of \$160 - \$210 per hour for an eight-hour day. The rates will be approved by the County prior to the Psychologist providing coverage.

If psychologist works less than 8 hours during any day, then at the rate of \$160 - \$210 per hour for hours worked on site.

Fiscal Year 2027/2028 (July 1, 2027 – June 30, 2028)

\$1,360 - \$1,760 per day at the rate of \$170 - \$220 per hour for an eight-hour day. The rates will be approved by the County prior to the Psychologist providing coverage.

If psychologist works less than 8 hours during any day, then at the rate of \$170 - \$220 per hour for hours worked on site.

An “eight-hour day” consists of a total of eight hours during which the psychologist may be scheduled for direct patient contact, consultation, review of records or quality assurance duties. All breaks or lunch periods during which psychologist is not available for scheduling as described above shall not count toward completion of the “eight-hour day” described here.

\$350 for each weeknight that psychologist is scheduled by County to remain on call.

(Weeknight shall mean from 5:00PM Monday to 8:00AM Tuesday, 5:00PM Tuesday to 8:00AM Wednesday, 5:00PM Wednesday to 8:00AM Thursday, and 5:00PM Thursday to 8:00AM Friday)

\$450 for each weekend that psychologist is scheduled by County to remain on call.

(Weekend mean 5:00PM Friday to 8:00AM Monday)

“On call” shall mean continuous telephone availability during the call period, as scheduled by County. No additional compensation shall be paid for telephone coverage, unless psychologist is required by County to physically report to their work site.

The above rates are inclusive of acceptable lodging during the placement, and transportation expense.

All invoices are due and payable upon receipt. Billing periods are the 1st through the 15th and the 16th through the end of the month. Invoices for adjustments to each billing period (such as overtime hours) are sent one week after each billing period.

When scheduling of psychologist requires them to physically (excluding telephone coverage) remain in the placement community on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, or Christmas Day, a premium of six hundred fifty (\$650.00) dollars will be charged.

LICENSED CLINICAL SOCIAL WORKER

County agrees to pay Contractor per Licensed Clinical Social Worker (LCSW):

Fiscal Year 2025/2026 (July 1, 2025 – June 30, 2026)

\$960 - \$1,200 per day at the rate of \$120 - \$150 per hour for an eight-hour day. The rates will be approved by the County prior to the LCSW providing coverage.

If LCSWS works less than 8 hours during any day, then at the rate of \$120 - \$150 per hour for hours worked on site.

Fiscal Year 2026/2027 (July 1, 2026 – June 30, 2027)

\$1,040 - \$1,280 per day at the rate of \$130 - \$160 per hour for an eight-hour day. The rates will be approved by the County prior to the LCSW providing coverage.

If LCSWS works less than 8 hours during any day, then at the rate of \$130 - \$160 per hour for hours worked on site.

Fiscal Year 2027/2028 (July 1, 2027 – June 30, 2028)

\$1,120 - \$1,360 per day at the rate of \$140 - \$170 per hour for an eight-hour day. The rates will be approved by the County prior to the LCSW providing coverage.

If LCSWS works less than 8 hours during any day, then at the rate of \$140 - \$170 per hour for hours worked on site.

An “eight-hour day” consists of a total of eight hours during which the LCSW may be scheduled for direct patient contact, consultation, review of records or quality assurance duties. All breaks or lunch periods during which LCSW is not available for scheduling as described above shall not count toward completion of the “eight-hour day” described here.

\$350 for each weeknight that LCSW is scheduled by County to remain on call. (Weeknight shall mean from 5:00PM Monday to 8:00AM Tuesday, 5:00PM Tuesday to 8:00AM Wednesday, 5:00PM Wednesday to 8:00AM Thursday, and 5:00PM Thursday to 8:00AM Friday)

\$450 for each weekend that LCSW is scheduled by County to remain on call. (Weekend mean 5:00PM Friday to 8:00AM Monday)

“On call” shall mean continuous telephone availability during the call period, as scheduled by County. No additional compensation shall be paid for telephone coverage, unless LCSW is required by County to physically report to their work site.

The above rates are inclusive of acceptable lodging during the placement, and transportation expense.

All invoices are due and payable upon receipt. Billing periods are the 1st through the 15th and the 16th through the end of the month. Invoices for adjustments to each billing period (such as overtime hours) are sent one week after each billing period.

When scheduling of LCSW requires them to physically (excluding telephone coverage) remain in the placement community on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, or Christmas Day, a premium of six hundred fifty (\$650.00) dollars will be charged.

End of Exhibit A

Exhibit B
COMPLIANCE AND PROGRAM INTEGRITY

Evidence of Contractual Compliance

Contractor shall document evidence of compliance with all contractual provisions and provide to County upon request.

Exclusions Checks

Consistent with the requirements of 42 Code of Federal Regulations, (C.F.R.) part 455.436, Contractor shall confirm the identify and determine the exclusion status of all providers (employees and subcontractors), as well as any person with an ownership or control interest, or who is an agent or managing employee of Contractor through monthly checks of Federal and State databases. The databases to be included are:

- A. The Social Security Administration's Death Master File
- B. The National Plan and Provider Enumeration System (NPPES)
- C. The Office of Inspector General's List of Excluded Individuals/Entities (LEIE)
- D. The System for Award Management (SAM)
- E. The California Department of Health Care Services (DHCS) Medi-Cal Suspended and Ineligible Provider List (S & I List)

Contractor shall retain evidence of monthly checks and provide to County upon request. If the Contractor finds a party that is excluded, Contractor shall notify the County within one (1) business day. Contractor shall not permit an excluded provider to render services to a County client.

Ownership Disclosure

Pursuant to the requirements of 42 C.F.R. § 455.104, Contractor must make disclosures regarding any person (individual or corporation) who has an ownership or control interest in the Contractor, whether the person (individual or corporation) is related to another person with an ownership or control interest in the Contractor as a spouse, parent, child, or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the Contractor has a five percent (5%) or more interest is related to another person with ownership or control interest in the Contractor as a spouse, parent, child or sibling.

The term "person with an ownership or control interest" means, with respect to the Contractor, a person who:

- A. Has directly or indirectly an ownership of five percent (5%) or more in the Contractor; or
- B. Is the owner of a whole or part interest in any mortgage, deed of trust, note, or other obligation secured in whole (or in part) by the Contractor or any property of or assets thereof, which whole or part interest is equal to or exceeds five percent (5%) of the total property and assets or the entity; or
- C. Is an officer or director of the Contractor if the Contractor is organized as a corporation; or
- D. Is a partner in the Contractor, if the Contractor is organized as a partnership

Contractor will provide County the following disclosures prior to the execution of this contract (and annually thereafter), prior to its extension or renewal (and annually thereafter), and within thirty five (35) days after any change in Contractor ownership:

- A. The name and address of any person (individual or corporation) with an ownership or control interest in the Contractor. The address for corporate entities shall include, as applicable, a primary business address, every business location, and a P.O. Box address;
- B. Date of birth and Social Security Number (in the case of an individual);
- C. Other tax identification number [in the case of a corporation with an ownership or control interest in the Contractor or in any subcontractor in which the Contractor has a five percent (5%) or more interest];
- D. Whether the person (individual or corporation) with an ownership or control interest in the Contractor is related to another person with ownership or control interest in the Contractor as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the Contractor has a five percent (5%) or more interest is related to another person with ownership or control interest in the Contractor as a spouse, parent, child, or sibling;
- E. The name of any other disclosing entity in which the Contractor has an ownership or control interest. Other disclosing entity means any other Medicaid disclosing entity and any entity that does not participate in Medicaid, but is required to disclose certain ownership and control information because of participation in any of the programs established under title V, XVIII, or XX of the Act. This includes:
 - (1) Any hospital, skilled nursing facility, home health agency, independent clinical laboratory, renal disease facility, rural health clinic, or health maintenance organization that participates in Medicare (title XVIII);
 - (2) Any Medicare intermediary or carrier; and
 - (3) Any entity (other than an individual practitioner or group of practitioners) that furnishes, or arranges for the furnishing of, health-related services for which it claims payment under any plan or program established under title V or title XX of the Act.
 - (4) The name, address, date of birth, and Social Security Number of any managing employee of the managed care entity.

Business Transactions Disclosure

Contractor must submit disclosures and updated disclosures to County regarding certain business transactions within thirty five (35) days, upon request. The following must be disclosed:

- A. The ownership of any subcontractor with whom Contractor had business transactions totaling more than \$25,000 during the 12-month period ending on the date of request; and
- B. Any significant business transactions between Contractor and any wholly owned supplier, or between Contractor and any subcontractor, during the 5-year period ending on the date of request.

///

Persons Convicted of Crimes Disclosure

Contractor shall submit the following disclosures to County regarding Contractor's management prior to execution of this contract and at any time upon County request:

- (A) The identity of any person who is a managing employee of Contractor who has been convicted of a crime related to federal health care programs. [42 C.F.R. § 455.106(a)(1), (2).]
- (B) The identity of any person who is an agent of Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1), (2).) For this purpose, the word "agent" has the meaning described in 42 C.F.R. §455.101.

Criminal Background Checks

Contractor must require providers (employees and contracted) to consent to criminal background checks including livescans pursuant to 42 C.F.R. 455.434(a). Upon DHCS' determination that Contractor or a person with a five percent (5%) or more direct or indirect ownership interest in Contractor meets DHCS' criteria for criminal background checks as a high risk to the Medicaid program, Contractor's providers (employees and contracted) must submit livescans pursuant to 42 C.F.R. 455.434(b)(1).

End of Exhibit B

E-Contract Review
Approval as to Form

Department Name: Health Services Agency

Vendor Name: Locumtenens.com LLC

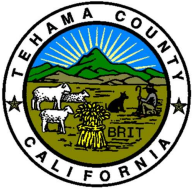
Contract Description: For the purpose of locating and arranging locum tenens

APPROVED AS TO FORM:



Date: 06/09/2025

Office of the Tehama County Counsel
Margaret Long, County Counsel



Tehama County

Agenda Request Form

File #: 26-0063

Agenda Date: 1/27/2026

Agenda #: 5.

HEALTH SERVICES AGENCY / MENTAL HEALTH

Requested Action(s)

a) AGREEMENT - Request approval and authorization for the Executive Director to sign the Amendment No. 1 to the Misc. Agreement 2025-345 with AB Staffing for the purpose of locating and arranging for locum tenens Psychiatrists, Psychiatric Nurse Practitioners, Physician Assistants, Licensed Clinical Social Workers and Licensed Marriage and Family Therapists to provide medical services, thereby updating the Exhibit B to remove the rates for "Travel/Lodge", with maximum compensation not to exceed \$600,000 in any one fiscal year, effective 12/1/25 and shall terminate 6/30/28

Financial Impact:

There is no change to the maximum compensation. Services are paid for using Mental Health Realignment funds. Budget unit is 40131 for Mental Health. There is no impact to the General Fund.

Background Information:

The Board of Supervisors approved Misc. Agree. 2025-45 on 11/25/25 with the vendor to locate and arrange for Psychiatrist(s), Psychiatric Nurse Practitioners, Physician Assistants, Licensed Clinical Social Workers and Licensed Marriage and Family Therapists to provide medical services for the Department during periods of staffing shortages or vacation coverage either on-site or through telehealth. This Amendment No. 1 revises the agreement's Exhibit B to remove a "Travel/Lodge" rate that the Agency will not be utilizing due to the Agency not covering Travel or Lodge for locum tenens. This rate was removed to avoid confusion. There was no change to the original rate, maximum compensation amount or term dates.

This is one of several locum tenens contracts the Department can utilize to provide temporary staffing arrangements for Psychiatrists, Physician Assistants, and mid-level providers. Maintaining contracts for provider services is necessary to meet state requirements for network adequacy.

**AMENDMENT #1
TO THE AGREEMENT BETWEEN THE COUNTY OF TEHAMA
AND AB STAFFING**

This Amendment #1 to Agreement Number 2025-345 dated October 30, 2025, by and between the County of Tehama, through its Health Services Agency (County) and AB Staffing (Contractor) for the provision of locating and arranging for locum tenens Psychiatrist(s), and/or Psychiatric Nurse Practitioner(s) (PNPs) and/or Physician Assistant (PAs), and/or Licensed Clinical Social Worker(s) (LCSWs) and/or Licensed Marriage and Family Therapist(s) (LMFTs) to provide services at the placement address or by telemedicine, shall be amended as follows:

Exhibit B shall be replaced in its entirety.

It is mutually agreed that all other terms and conditions of Agreement Number 2025-345 shall remain in full force and effect.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.

Date: 1-12-26

COUNTY OF TEHAMA


Jayme S. Bottke, Director

Date: 01-07-2026

AB STAFFING


Samuel Shelton, Chief Sales Officer

V000706
Vendor Number

Standard Form of Amendment – Services adopted 4-27-10

Exhibit B**AB STAFFING SOLUTIONS****Rate Sheet**

Specialty	Rates
Psychiatrist	All Inclusive: \$305/hr - \$345/hr
PMHNP/ Psych PA	All inclusive: \$215/hr - \$225/hr
LCSW/ LFT	All Inclusive: \$120/hr - \$130/hr

E-Contract Review
Approval as to Form

Department Name: Health Services Agency

Vendor Name: AB Staffing

Contract Description: For the purpose of amending contract to remove
Travel/Lodge rates

APPROVED AS TO FORM:



Date: 01/12/2026

Office of the Tehama County Counsel
Margaret Long, County Counsel



Tehama County Minutes Certification

File Number: 25-1967

Enactment Number: MISC. AGR 2025-345

13. HEALTH SERVICES AGENCY - Executive Director Jayme Bottke 25-1967

a) AGREEMENT - Request approval and authorization for the Executive Director to sign the agreement with AB Staffing for the purpose of locating and arranging for locum tenens Psychiatrists, Psychiatric Nurse Practitioners, Physician Assistants, Licensed Clinical Social Workers and Licensed Marriage and Family Therapists to provide medical services at the amounts set forth on Exhibit "B", with maximum compensation not to exceed \$600,000 in any one fiscal year, effective 12/1/25 and shall terminate 6/30/28

Enactment No: MISC. AGR 2025-345

RESULT: APPROVE
MOVER: Rob Burroughs
SECONDER: Greg Jones
AYES: Supervisor Jones, Supervisor Burroughs, and Chairperson Hansen
ABSENT: Vice Chair Walker

RESULT: APPROVE

I, SEAN HOUGHTBY, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of an order adopted by said Board of Supervisors on 11/25/2025.

Attest: 

December 02, 2025

Date Certified

**AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND
AB STAFFING**

This agreement is entered into between the County of Tehama, through its Health Services Agency, (“County”) and AB Staffing (“Contractor”) for the purpose of locating and arranging for locum tenens Psychiatrist(s), and/or Psychiatric Nurse Practitioner(s) (PNPs) and/or Physician Assistant (PAs), and/or Licensed Clinical Social Worker(s) (LCSWs) and/or Licensed Marriage and Family Therapist(s) (LMFTs) to provide services at the placement address or by telemedicine.

1. RESPONSIBILITIES OF CONTRACTOR

During the term of this agreement, Contractor shall:

- a) use its best efforts to locate and arrange for Psychiatrist(s), and/or Psychiatric Nurse Practitioner(s) (PNPs) and/or Physician Assistant (PAs), and/or Licensed Clinical Social Worker(s) (LCSWs) and/or Licensed Marriage and Family Therapist(s) (LMFTs) acceptable to County and properly licensed for the placement to provide medical services from time to time as specifically requested by County and as mutually agreed upon by County and Contractor during the term described below. The term psychiatrist(s) shall include psychiatrist(s) that may provide telemedicine outpatient psychiatry utilizing telemedicine tools, supplies, support personnel or equipment that is offsite and not owned or provided by the County;
- b) Make payments to psychiatrist(s)/PNP(s)/PA(s)/ LCSW(s)/LMFT(s) providing medical coverage under this Agreement from payments made under this contract by County;
- c) be responsible for providing the billing information on the form provided by the County;
- d) shall require all psychiatrist(s)/PNP(s)/PA(s)/ LCSW(s)/LMFT(s) assigned to the County to participate in the County HIPAA (Health Insurance Portability and Accountability Act) compliance training prior to gaining access to County EMR or providing services to Tehama County beneficiaries.
- e) ensure that all psychiatrist(s)/PNP(s)/PA(s)/ LCSW(s)/LMFT(s) have a valid National Provider Identifier prior to placement at County.
- f) Shall comply with all contractual provisions pursuant to EXHIBIT C, "COMPLIANCE AND PROGRAM INTEGRITY" attached hereto and incorporated by reference. Contractor will not be responsible for any falsification of information, purposeful or not, by any employee.

Contractor shall be liable for State Department of Health Care Services audit exceptions due to inadequate documentation as per medical necessity requirements and shall reimburse County for any recoupments ordered by the State within sixty (60) days of the date of the State or County's notice of such recoupment order. If Contractor fails to reimburse County within such period, County may offset the unpaid amount against any sums due from County to Contractor pursuant to this agreement or any other agreement of obligation.

2. RESPONSIBILITIES OF THE COUNTY

During the term of this agreement, County shall:

- a) provide all instruments, tools, supplies, and support personnel necessary to enable the psychiatrist(s)/PNP(s)/PA(s)/ LCSW(s)/LMFT(s) that are on-site to perform the medical services required;
- b) comply with American Medical Association, ("AMA") and governmental procedural and ethical standards relating to patient care and other operations and to provide a reasonable work schedule and suitable practice environment for the psychiatrist(s)/PNP(s)/PA(s)/ LCSW(s)/LMFT(s) to perform medical services;
- c) shall provide HIPAA (Health Insurance Portability and Accountability Act) compliance training to psychiatrist(s)/PNP(s)/PA(s)/ LCSW(s)/LMFT(s) assigned to County prior to granting access to County EMR or establishing Tehama County beneficiary caseload.
- d) have the obligation to collect, and may retain, all fees generated by psychiatrist(s)/PNP(s)/PA(s)/LCSW(s)/LMFT(s) providing services under this Agreement.
- e) maintain all telemedicine equipment used by the County in good working order and repair. County shall provide system support for all telemedicine equipment used by the County for telemedicine outpatient Services provided by Contractor.

3. COMPENSATION

County agrees to pay to Contractor at the times and in the amounts set forth on Exhibit "B", attached hereto, all amounts due for psychiatrist(s)/PNP(s)/PA(s)/LCSW(s)/LMFT(s) services under this agreement after completing the duties described in this agreement. The total maximum compensation payable to Contractor under this agreement shall not exceed Six Hundred

Thousand dollars and no cents (\$600,000.00) in any one fiscal year (July 1 – June 30). If County fails to make any payments when due, or to perform any of its obligations under this agreement, Contractor may declare termination of this agreement and shall be released from all obligations in law or equity to continue performance under this agreement. Termination shall not operate as a forfeiture of Contractor’s rights under this agreement, and the rights granted by this provision shall be in addition to any other rights which Contractor may have in law or in equity.

4. BILLING AND PAYMENT

On or before the 15th of each month, Contractor shall submit to County an itemized invoice for all services rendered during the preceding calendar month. County shall make payment of all undisputed amounts within 30 days of receipt of Contractor’s invoice. County shall be obligated to pay only for services properly invoiced in accordance with this section.

When, on the basis of retrospective review, it has been determined that Contractor has failed to meet service standards or documentation standards established by the MHP and Title 9, California Code of Regulations, payment will be denied on the basis of audit exception. Payment will not be made on the basis of added, amended, or altered records presented after the date of the retrospective review.

Whenever there is audit exception against the County resulting from a claim for funding for an expenditure by the Contractor that is not allowable, the County may offset reimbursement to the Contractor for the exception.

5. TERM OF AGREEMENT

This agreement shall commence on December 1, 2025, and shall terminate June 30, 2028, unless terminated in accordance with section 6 below.

6. TERMINATION OF AGREEMENT

If Contractor fails to perform his/her duties to the satisfaction of the County, or if Contractor fails to fulfill in a timely and professional manner his/her obligations under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then the County shall have the right to terminate this agreement effective immediately upon the County giving written notice thereof to the Contractor. Either party may terminate this agreement on 30 days’ written

notice. County shall pay contractor for all work satisfactorily completed as of the date of notice. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased or should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year.

The County's right to terminate this agreement may be exercised by the Health Services Agency's Executive Director.

7. ENTIRE AGREEMENT; MODIFICATION

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no other oral or written representation.

8. NONASSIGNMENT OF AGREEMENT

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate or sublet any interest herein without the prior written consent of the County.

9. EMPLOYMENT STATUS

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this agreement; provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of the County is to ensure that the services shall be rendered and performed in a competent, efficient, and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the Federal government, which would be withheld from compensation of Contractor, if Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose

from Contractor's compensation. Contractor shall not be eligible for coverage under County's Workers Compensation Insurance Plan nor shall Contractor be eligible for any other County benefit.

10. INDEMNIFICATION

Contractor shall defend, hold harmless, and indemnify County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of County) being damaged, to the extent caused by the negligent acts or omissions of Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement. Contractor shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. Contractor shall also defend and indemnify County against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the County with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

Contractor shall defend and indemnify Tehama County for any recoupment of funding resulting from periodic audit by the State of California, or United States of America and arising from Contractor's negligent acts, willful acts, or errors or omissions or such acts of Contractor's subcontractors, any person employed under Contractor, or under any subcontractor. Should County become subject to such recoupment Contractor shall reimburse County for recouped funds in proportion to Contractor's share of audit exceptions to the total audit exceptions charged against County.

11. INSURANCE

Contractor shall procure and maintain insurance pursuant to Exhibit A, "Insurance Requirements For Contractor," attached hereto and incorporated by reference.

12. PREVAILING WAGE

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq.

(“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. If the Services hereunder are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to the extent that such laws apply. If applicable, County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office and will make this information available to any interested party upon request. Contractor shall defend, indemnify, and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Contractor or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Contractor specifically acknowledges that County has not affirmatively represented to contractor in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a “public work.” To the fullest extent permitted by law, Contractor hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

Contractor acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no contractor or subcontractor may be listed on a bid proposal or be awarded a contract for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, with exceptions from this requirement specified under Labor Code sections 1725.5(f), 1771.1(a) and 1771.1(n).

If the services are being performed as part of the applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, Contractor acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

13. NON-DISCRIMINATION

Contractor shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

14. GREEN PROCUREMENT POLICY

Through Tehama County Resolution No. 2021-140, the County adopted the Recovered Organic Waste Product Procurement Policy (available upon request) to (1) protect and conserve natural resources, water and energy; (2) minimize the jurisdiction's contribution to pollution and solid waste disposal; (3) comply with state requirements as contained in 14 CCR Division 7, Chapter 12, Article 12 (SB 1383); (4) support recycling and waste reduction; and (5) promote the purchase of products made with recycled materials, in compliance with the California Integrated Waste Management Act of 1989 (AB 939) and SB1382 when product fitness and quality are equal and they are available at the same or lesser cost of non-recycled products. Contractor shall adhere to this policy as required therein and is otherwise encouraged to conform to this policy.

15. COMPLIANCE WITH LAWS AND REGULATIONS

All services to be performed by Contractor under to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the County immediately.

16. LAW AND VENUE

This agreement shall be deemed to be made in and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

17. AUTHORITY

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

18. NOTICES

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first class mail to the following addresses:

If to County: Tehama County Health Services Agency
Attn: Executive Director
P.O. Box 400
Red Bluff, CA 96080
(530) 527-8491

If to Contractor: AB Staffing
3451 Mercy Rd.
Gilbert, AZ 85297
(888) 515-3900

Notice shall be deemed to be effective two days after mailing.

19. COUNTY PLACEMENT INFORMATION

Specialty: Psychiatry or Psychiatric Nurse Practitioner or Physician Assistant or
Licensed Clinical Social Worker or Licensed Marriage and Family
Therapist

Placement Address: 1860 Walnut St.

Mailing Address: Post Office Box 400
Red Bluff, CA 96080

Placement Telephone: (530) 527-5631

Contact Person: Mental Health Director

20. NON-ECLUSIVE AGREEMENT

Contractor understands that this is not an exclusive agreement, and that County shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by Contractor, or to perform such services with County's own forces, as County desires.

21. STANDARDS OF THE PROFESSION

Contractor agrees to perform its duties and responsibilities pursuant to the terms and conditions of this agreement in accordance with the standards of the profession for which Contractor has been properly licensed to practice.

22. LICENSING OR ACCREDITATION

Where applicable the Contractor shall maintain the appropriate license or accreditation through the life of this contract.

23. RESOLUTION OF AMBIGUITIES

If an ambiguity exists in this Agreement, or in a specific provision hereof, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.

24. NO THIRD-PARTY BENEFICIARIES

Neither party intends that any person shall have a cause of action against either of them as a third-party beneficiary under this Agreement. The parties expressly acknowledge that is not their intent to create any rights or obligations in any third person or entity under this Agreement. The parties agree that this Agreement does not create, by implication or otherwise, any specific, direct or indirect obligation, duty, promise, benefit and/or special right to any person, other than the parties hereto, their successors and permitted assigns, and legal or equitable rights, remedy, or claim under or in respect to this Agreement or provisions herein.

25. HAZARDOUS MATERIALS

Contractor shall provide to County all Safety Data Sheets covering all Hazardous Materials to be furnished, used, applied, or stored by Contractor, or any of its Subcontractors, in connection with the services on County property. Contractor shall provide County with copies of any such Safety Data Sheets prior to entry to County property or with a document certifying that no Hazardous Materials will be brought onto County property by Contractor, or any of its Subcontractors, during the performance of the services. County shall provide Safety Data Sheets for any Hazardous Materials that Contractor may be exposed to while on County property.

26. HARASSMENT

Contractor agrees to make itself aware of and comply with the County's Harassment Policy, TCPR §8102: Harassment, which is available upon request. The County will not tolerate or condone harassment, discrimination, retaliation, or any other abusive behavior. Violations of this policy may cause termination of this agreement.

27. COUNTERPARTS, ELECTRONIC SIGNATURES – BINDING

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civil Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of “electronic signature” as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

28. HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT (HIPAA)

The parties acknowledge that the performance of Contractor’s obligations under this contract does not involve the use or disclosure of individually identifiable health information. Contractor shall not receive individually identifiable health information from the County, nor create or receive individually identifiable health information on County’s behalf. Consequently, the parties hereby agree that Contractor is not a “business associate” of County for purposes of the Health Insurance Portability and Accountability Act of 1996 and implementing regulations (HIPAA).

29. CLINICAL RECORDS

Contractor shall maintain adequate records. Patient records must comply with all appropriate State and Federal requirements. Individual records shall contain intake information, interviews, and progress notes. Program records shall contain detail adequate for the evaluation of the service. Contractor agrees that its inability to produce records adequate for evaluation of the service shall constitute ground for audit exception and denial of Contractor’s claim for payment

for those services. Contractor shall provide monthly reports to the County in conformance with the Client and Service Information (CSI) System as prescribed by the State Department of Mental Health.

If Contractor maintains an Electronic Health Record (EHR) with Protected Health Information (PHI), and an individual request a copy of such information in an electronic format, Contractor shall provide such information in an electronic format to enable the County to fulfill its obligations under the HITECH Act, including but not limited to, 42 U.S.C. Section 17935(e) and the HIPAA regulations.

30. MONITORING

Contractor agrees to extend to the Mental Health Director or designees, the right to review and monitor all records, programs, or procedures, at any time in regard to clients, as well as the overall operation of Contractor's program in order to ensure compliance with the terms and conditions of this agreement.

31. FINANCIAL RECORDS

Contractor shall maintain financial records that clearly reflect the cost of each type of service for which payment is claimed. Any apportionment of costs shall be made in accordance with generally accepted accounting principles and shall evidence proper audit trails reflecting the true cost of the services rendered. Appropriate service and financial records must be kept in accordance with the Department of Mental Health rules and regulations.

Upon termination of this Agreement, Contractor shall deliver all records, notes, data, memoranda, models, and equipment of any nature that are in Contractor's possession or under Contractor's control and that are County's property or relate to County's business.

32. HIRING

This section applies only to hiring a psychiatrist(s)/PNP(s)/PA(s)// LCSW(s)/LMFT(s) in a permanent position.

Contractor encourages County to hire psychiatrist(s)/PNP(s)/PA(s)// LCSW(s)/LMFT(s) introduced to County in connection with this agreement for a permanent position.

County agrees to pay a hiring fee for any Licensed Marriage & Family Therapists / Licensed Clinical Social Workers introduced to County by Contractor in the amounts set forth below:

Contract Buyout Rate - % of First Year Earnings pursuant to Direct Client Employment	Straight Time Hours Worked and Billed to Client by ABSS Prior to Direct Client Employment
25%	Introduction – 520 hours
15%	521 hours – 1040 hours
7.5%	1041 hours +

County agrees to pay a hiring fee for any Psychiatrists / Psychiatric Nurse Practitioners / Physician Assistants introduced to County by Contractor in the amounts set forth below:

Contract Buyout - % of First Year Earnings pursuant to Direct Client Employment	
25% of Locum Tenen first year compensation including salary and bonuses	Within the first year of AB Staffing Assignment to Direct Client

Hiring fees are applicable for any psychiatrist(s)/PNP(s)/PA(s)// LCSW(s)/LMFT(s):

- a) accepts a permanent position with County, or any organization or group owned by or affiliated with County, whether or not in County’s actual community; or,
- b) accepts a permanent position in County’s community if County deliberately provides any substantial enticements or substantially participates in any negotiations or agreements relating to that position.

The hiring fee shall be payable on the earlier of:

- a) the date any contract is made for the psychiatrist(s)/PNP(s)/PA(s)// LCSW(s)/LMFT(s) permanent position; or

- b) the date the psychiatrist(s)/PNP(s)/PA(s)// LCSW(s)/LMFT(s) permanent position commences.

Until the hiring fee is paid, all services by that psychiatrist(s)/PNP(s)/PA(s)// LCSW(s)/LMFT(s) in such permanent position shall be treated as provided through Contractor's locum tenens program, and payment for such services shall be made to Contractor as provided in this agreement in Exhibit B.

County's obligation under this paragraph will apply only to any hiring fee first payable within two (2) years of the termination of this agreement. The obligation to pay the hiring fee shall continue for the period described regardless of the date or reason of termination or cancellation of this agreement and regardless of any breach by either party of this agreement.

Notwithstanding any other provision of this Agreement, or of any other Agreement between County and Contractor, no hiring fee shall be payable if a psychiatrist(s)/PNP(s)/PA(s)// LCSW(s)/LMFT(s) introduced to County in connection with this Agreement, or any other Agreement between County and Contractor, provides locum tenens services to any party through a locum tenens program other than Contractor. Contractor shall not be entitled to any payment whatsoever by reason of such locum tenens services.

This Section shall supersede and replace the hiring fee provisions of any prior or contemporaneous Agreement between County and Contractor, which shall have no further force or effect.

33. GENERAL PROVISIONS

- a) No Waiver: The failure of either party to exercise any of its rights under this agreement shall not be deemed to be a waiver of such rights.
- b) Severability: If any part of this agreement shall be held unenforceable, the rest of this agreement will nevertheless remain in full force and effect.

34. QUALIFICATIONS AND PERFORMANCE

If County reasonably finds the performance of any psychiatrist/PNP/PA/LCSW/LMFT providing coverage under this agreement to be unacceptable for reasons of professional competence or personal conduct, it shall give notice to Contractor and may then remove the

psychiatrist/PNP/PA/LCSW/LMFT from the placement. Contractor may either replace such psychiatrist/PNP/PA/LCSW/LMFT in a timely manner with a psychiatrist/PNP/PA/LCSW/LMFT approved by County or may terminate this agreement immediately by giving notice of such termination to County. Fees calculated to the date of termination shall be paid to Contractor by County.

35. INDEPENDENT CONTRACTORS

The relationship between Contractor and County, Contractor and psychiatrist(s)/PNP(s)/PA(s)/LCSW(s)/LMFT(s) providing services under this agreement, and between psychiatrist(s)/PNP(s)/PA(s)/LCSW(s)/LMFT(s) providing services under this agreement and County, are each that of an independent contractor providing services. As such, Contractor does not involve itself in the practice of medicine, nor have any responsibility for the medical acts of psychiatrist(s)/PNP(s)/PA(s)/LCSW(s)/LMFT(s) providing services under this agreement.

36. DELAY

Neither party shall be liable in damages for any delay or default in performing its respective obligations under this agreement if such delay or default is caused by conditions beyond its control, including, but not limited to, acts of God, governmental restrictions, strikes, fires, floods, or work stoppages. So long as any such delay or default continues, the party affected by the conditions beyond its control shall keep the other party fully informed concerning the matters causing the delay or default and the prospects of their ending.

37. CULTURAL COMPETENCY

Contractor shall ensure that services delivered under the terms of this agreement reflect a comprehensive range of age appropriate, cost effective, high quality intervention strategies directed so as to promote wellness, avert crises, and maintain beneficiaries within their own communities. Contractor shall make every effort to deliver services which are culturally sensitive and culturally competent and which operationalize the following values:

- a. Services should be delivered in the client's primary language or language of choice since language is the primary "carrier of culture,"
- b. Services should encourage the active participation of individuals in their own care, protect their confidentiality at all times, and recognize the rights of all individuals

- regardless of race, ethnicity, cultural background, disability or personal characteristics,
- c. Service delivery staff should reflect the racial, ethnic, and cultural diversity of the population being served,
 - d. Certain culturally sanctioned behaviors, values, or attitudes of individuals legitimately may conflict with "mainstream values" without indicating psychopathology or moral deviance,
 - e. Service delivery systems should reflect cultural diversity in methods of service delivery as well as policy,
 - f. The organization should instill values in staff which encourage them to confront racially or culturally biased behavior in themselves and others and which encourage them to increase their sensitivity and acceptance of culturally based differences.
 - g. Contractor's staff shall receive cultural competency training and provide evidence of such training to County upon request.

38. CODE OF CONDUCT

Contractor shall comply with the Code of Conduct.

Tehama County Health Services Agency, ("TCHSA") maintains high ethical standards and is committed to complying with all applicable statutes, regulations, and guidelines. TCHSA and each of its employees and Contractor shall follow an established Code of Conduct.

PURPOSE

The purpose of the TCHSA Code of Conduct is to ensure that all TCHSA employees and Contractor are committed to conducting their activities in accordance with the highest levels of ethics and in compliance with all applicable State and Federal statutes, regulations, and guidelines. The Code of Conduct also serves to demonstrate TCHSA's dedication to providing quality care to its patients.

CODE OF CONDUCT – General Statement

- The Code of Conduct is intended to provide TCHSA employees and Contractor with general guidelines to enable them to conduct the business of TCHSA in an ethical and legal manner;
- Every TCHSA employee and Contractor is expected to uphold the Code of Conduct;

- Failure to comply with the Code of Conduct or failure to report non-compliance may subject the TCHSA employee or Contractor to disciplinary action, up to or including termination of employment or contracted status.
- Shall perform their duties in good faith and to the best of their ability.
- Shall comply with all statutes, regulations, and guidelines applicable to Federal health care programs, and with TCHSA's own policies and procedures.
- Shall refrain from any illegal conduct. When an employee or Contractor is uncertain of the meaning or application of a statute, regulation, or guideline, or the legality of a certain practice or activity, he or she shall seek guidance from his or her immediate Supervisor, Division Director, or the Quality Assurance Manager, or the Compliance Auditor.
- Shall not obtain any improper personal benefit by virtue of their employment or contractual relationship with TCHSA;
- Shall notify their Supervisor, Division Director, or Agency Executive Director immediately upon receipt (at work or at home) of any inquiry, subpoena, or other agency or governmental request for information regarding TCHSA;
- Shall not destroy or alter TCHSA information or documents in anticipation of, or in response to, a request for documents by any applicable governmental agency or from a court of competent jurisdiction;
- Shall not engage in any practice intended to unlawfully obtain favorable treatment or business from any entity, physician, patient, resident, vendor, or any other person or entity in a position to provide such treatment or business;
- Shall not accept any gift of more than nominal value or any hospitality or entertainment, which because of its source or value, might influence the employee's or Contractor's independent judgment in transactions involving TCHSA;
- Shall disclose to their Division Director any financial interest, official position, ownership interest, or any other relationship that they (or a member of their immediate family) has with TCHSA vendors or Contractor;
- Shall not participate in any false billing of patients, governmental entities, or any other party;
- Shall not participate in preparation of any false cost report or other type of report submitted to the government;

- Shall not pay or arrange for TCHSA to pay any person or entity for the referral of patients to TCHSA, and shall not accept any payment or arrangement for TCHSA to accept any payment for referrals from TCHSA:
- Shall not use confidential TCHSA information for their own personal benefit or for the benefit of any other person or entity while employed at or under contract to TCHSA, or at any time thereafter;
- Shall not disclose confidential medical information pertaining to TCHSA’s patients or clients without the express written consent of the patients or clients or pursuant to court order and in accordance with the applicable law and TCHSA applicable policies and procedures;
- Shall promptly report to the Quality Assurance Manager any and all violations or suspected violations of the Code of Conduct;
- Shall promptly report to the Quality Assurance Manager any and all violations or suspected violations of any statute, regulation, or guideline applicable to Federal health care programs or violations of TCHSA’s own policies and procedures;
- Shall not engage in or tolerate retaliation against employees or Contractor’s employees who report or suspect wrongdoing.

39. TELECOMMUNICATION FOR ASSESSMENTS OF CLIENTS

Contractor will utilize “VSee” software platform tool or other platform, or software approved by County at the request of the County to facilitate assessments of clients.

40. TRAFFICKING VICTIMS PROTECTION ACT OF 2000

Contractor and its Subcontractors that provide services covered by this Contract shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 as amended (22 U.S.C.7104).”

41. BYRD ANTI-LOBBYING AMENDMENT (31 USC 1352)

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by

31 USC 1352. Contractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

42. HATCH ACT

County agrees to comply with the provisions of the Hatch Act (USC, Title 5, Part III, Subpart F., Chapter 73, Subchapter III), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

43. EXHIBITS

Contractor shall comply with all provisions of Exhibits A through C, attached hereto and incorporated by reference. In the event of a conflict between the provisions of the main body of this Agreement and any attached Exhibit(s), the main body of the Agreement shall take precedence.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.

Date: 10-30-25

COUNTY OF TEHAMA
Jayne S. Bottke
Jayme S. Bottke, Executive Director

AB STAFFING

Date: 10-29-2025

Samuel Shelton
Samuel Shelton, Chief Sales Officer

Contractor Number

Vendor Number

Budget Account Number

Standard Form of Agreement – Services adopted 12/08/22

Exhibit A

INSURANCE REQUIREMENTS FOR CONTRACTOR

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by Contractor, his/her agents, representatives, employees, or subcontractors. At a minimum, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations) \$1,000,000 per occurrence for bodily injury, personal injury, and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

Automobile Liability

Automobile liability insurance is required with minimum limits of \$1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.

Workers' Compensation

If Contractor has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover Contractor and Contractor's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of \$1,000,000 per accident for bodily injury or disease.

Professional Liability (Contractor/Professional services standard agreement only)

If Contractor is a state-licensed architect, engineer, contractor, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, Contractor shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less than \$1,000,000 per claim and \$2,000,000 aggregate on a claims made basis. However, if

coverage is written on a claims-made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

If Contractor maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by Contractor.

All such insurance coverage, except professional liability insurance, shall be provided on an “occurrence” basis, rather than a “claims made” basis.

Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include “Tehama County, its elected officials, officers, employees and volunteers” as an additional insured.

The certificate holder shall be “County of Tehama.”

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions of \$25,000 or more must be declared to, and approved by, the County. The deductible and/or self-insured retentions will not limit or apply to Contractor’s liability to County and will be the sole responsibility of Contractor.

Primary Insurance Coverage

For any claims related to this project, Contractor’s insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Contractor’s insurance and shall not contribute with it.

Coverage Cancellation

Each insurance policy required herein shall be endorsed to state that “coverage shall not be reduced or canceled without 30 days’ prior written notice certain to the County.”

Acceptability of Insurers

Contractor's insurance shall be placed with an insurance carrier holding a current A.M. Best & Company's rating of not less than A:VII unless otherwise acceptable to the County. The County reserves the right to require rating verification. Contractor shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein.

Material Breach

If for any reason, Contractor fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. County, in its sole option, may terminate the contract and obtain damages from Contractor resulting from breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

Policy Obligations

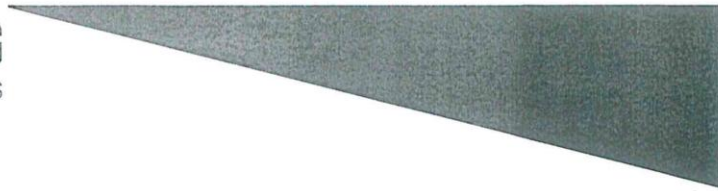
Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Verification of Coverage

Contractor shall furnish County with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the County prior to County signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Exhibit B



Rate Sheet

Specialty	Rates
Psychiatrist	All Inclusive: \$305/hr - \$345/hr Travel/Lodge: \$285/hr - \$325/hr
PMHNP/ Psych PA	All Inclusive: \$215/hr - \$225/hr Travel/Lodge: \$195/hr - \$205/hr
LCSW/LFT	All Inclusive: \$120/hr - \$130/hr

Exhibit C
COMPLIANCE AND PROGRAM INTEGRITY

Evidence of Contractual Compliance

Contractor shall document evidence of compliance with all contractual provisions and provide to County upon request.

Exclusions Checks

Consistent with the requirements of 42 Code of Federal Regulations, (C.F.R.) part 455.436, Contractor shall confirm the identify and determine the exclusion status of all providers (employees and subcontractors), as well as any person with an ownership or control interest, or who is an agent or managing employee of Contractor through monthly checks of Federal and State databases. The databases to be included are:

- A. The Social Security Administration's Death Master File
- B. The National Plan and Provider Enumeration System (NPPES)
- C. The Office of Inspector General's List of Excluded Individuals/Entities (LEIE)
- D. The System for Award Management (SAM)
- E. The California Department of Health Care Services (DHCS) Medi-Cal Suspended and Ineligible Provider List (S & I List)

Contractor shall retain evidence of monthly checks and provide to County upon request. If the Contractor finds a party that is excluded, Contractor shall notify the County within one (1) business day. Contractor shall not permit an excluded provider to render services to a County client.

Ownership Disclosure

Pursuant to the requirements of 42 C.F.R. § 455.104, Contractor must make disclosures regarding any person (individual or corporation) who has an ownership or control interest in the Contractor, whether the person (individual or corporation) is related to another person with an ownership or control interest in the Contractor as a spouse, parent, child, or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the Contractor has a five percent (5%) or more interest is related to another person with ownership or control interest in the Contractor as a spouse, parent, child or sibling.

The term "person with an ownership or control interest" means, with respect to the Contractor, a person who:

- A. Has directly or indirectly an ownership of five percent (5%) or more in the Contractor; or
- B. Is the owner of a whole or part interest in any mortgage, deed of trust, note, or other obligation secured in whole (or in part) by the Contractor or any property of or assets thereof, which whole or part interest is equal to or exceeds five percent (5%) of the total property and assets or the entity; or
- C. Is an officer or director of the Contractor if the Contractor is organized as a corporation; or
- D. Is a partner in the Contractor, if the Contractor is organized as a partnership

Contractor will provide County the following disclosures prior to the execution of this contract (and annually thereafter), prior to its extension or renewal (and annually thereafter), and within thirty five (35) days after any change in Contractor ownership:

- A. The name and address of any person (individual or corporation) with an ownership or control interest in the Contractor. The address for corporate entities shall include, as applicable, a primary business address, every business location, and a P.O. Box address;
- B. Date of birth and Social Security Number (in the case of an individual);
- C. Other tax identification number [in the case of a corporation with an ownership or control interest in the Contractor or in any subcontractor in which the Contractor has a five percent (5%) or more interest];
- D. Whether the person (individual or corporation) with an ownership or control interest in the Contractor is related to another person with ownership or control interest in the Contractor as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the Contractor has a five percent (5%) or more interest is related to another person with ownership or control interest in the Contractor as a spouse, parent, child, or sibling;
- E. The name of any other disclosing entity in which the Contractor has an ownership or control interest. Other disclosing entity means any other Medicaid disclosing entity and any entity that does not participate in Medicaid, but is required to disclose certain ownership and control information because of participation in any of the programs established under title V, XVIII, or XX of the Act. This includes:
 - (1) Any hospital, skilled nursing facility, home health agency, independent clinical laboratory, renal disease facility, rural health clinic, or health maintenance organization that participates in Medicare (title XVIII);
 - (2) Any Medicare intermediary or carrier; and
 - (3) Any entity (other than an individual practitioner or group of practitioners) that furnishes, or arranges for the furnishing of, health-related services for which it claims payment under any plan or program established under title V or title XX of the Act.
 - (4) The name, address, date of birth, and Social Security Number of any managing employee of the managed care entity.

Business Transactions Disclosure

Contractor must submit disclosures and updated disclosures to County regarding certain business transactions within thirty five (35) days, upon request. The following must be disclosed:

- A. The ownership of any subcontractor with whom Contractor had business transactions totaling more than \$25,000 during the 12-month period ending on the date of request; and
- B. Any significant business transactions between Contractor and any wholly owned supplier, or between Contractor and any subcontractor, during the 5-year period ending on the date of request.

///

Persons Convicted of Crimes Disclosure

Contractor shall submit the following disclosures to County regarding Contractor's management prior to execution of this contract and at any time upon County request:

- (A) The identity of any person who is a managing employee of Contractor who has been convicted of a crime related to federal health care programs. [42 C.F.R. § 455.106(a)(1), (2).]
- (B) The identity of any person who is an agent of Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1), (2).) For this purpose, the word "agent" has the meaning described in 42 C.F.R. §455.101.

Criminal Background Checks

Contractor must require providers (employees and contracted) to consent to criminal background checks including livescans pursuant to 42 C.F.R. 455.434(a). Upon DHCS' determination that Contractor or a person with a five percent (5%) or more direct or indirect ownership interest in Contractor meets DHCS' criteria for criminal background checks as a high risk to the Medicaid program, Contractor's providers (employees and contracted) must submit livescans pursuant to 42 C.F.R. 455.434(b)(1).

End of Exhibit C

E-Contract Review
Approval as to Form

Department Name: Health Services

Vendor Name: AB Staffing

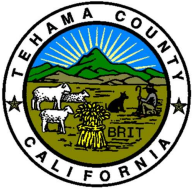
Contract Description: For the purpose of providing locum tenens

APPROVED AS TO FORM:



Date: 09/30/2025

Office of the Tehama County Counsel
Margaret Long, County Counsel



Tehama County

Agenda Request Form

File #: 26-0044

Agenda Date: 1/27/2026

Agenda #: 6.

TEHAMA COUNTY COMMUNITY ACTION AGENCY

Requested Action(s)

a) AGREEMENT - Request approval and authorization for the Executive Director or designee to sign Amendment No. 1 to Misc. Agreement #2025-382 with Partnership HealthPlan of California to replace existing language regarding the Enhanced Care Management Quality Incentive Program, effective from date of approval and will automatically renew at the end of one year and annually thereafter unless terminated sooner

Financial Impact:

Partnership HealthPlan of California will reimburse Community Action Agency for approved Enhanced Care Management services provided to members of Partnership HealthPlan, at a per-member, per-month rate. This reimbursement amount will depend on the services provided and the duration of the services. There is no impact to the county General Fund.

Background Information:

This is an amendment to an existing agreement. The amendment removes and replaces existing language regarding the Enhanced Care Management Quality Incentive Program (ECM QIP). The ECM QIP provides a financial incentive in the event Tehama Community Action Agency meets the program requirements. The amendment also replaces and expands attachments detailing ECM QIP requirements.

AMENDMENT TO THE ENHANCED CARE MANAGEMENT PROVIDER SERVICES AGREEMENT

Between

PARTNERSHIP HEALTHPLAN OF CALIFORNIA

and

County of Tehama DBA Tehama County Community Action Agency

This Amendment to the Enhanced Care Management Provider Services Agreement (“**Amendment**”) entered into between Partnership HealthPlan of California, a public entity (“**PARTNERSHIP**”), and County of Tehama DBA Tehama County Community Action Agency (collectively referred to as (“**Provider**” or “**Provider Group**”), shall be effective January 1, 2026. In the event of a conflict between this Amendment and any other provision of the Agreement, this Amendment will control. Any capitalized term utilized in this Amendment will have the same meaning ascribed to it in the Agreement unless otherwise set forth in this Amendment. If a capitalized term used in this Amendment is not defined in the Agreement or this Amendment, it will have the same meaning ascribed to it in the Medi-Cal Contract.

WHEREAS, PARTNERSHIP and Provider entered into an Enhanced Care Management Provider Services Agreement (“**Agreement**”) effective December 1, 2025;

WHEREAS, the parties desire to amend the Agreement regarding PARTNERSHIP’s quality incentive program in compliance with the CMS Final Rule (CMS-2439-F); and

WHEREAS, the parties agree to the terms set forth herein relating to the quality incentive program and execute this Amendment prior to the applicable Performance Period as defined below.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree to be legally bound as follows:

1. Partnership’s Enhanced Care Management (“**ECM**”) Quality Incentive Program (QIP) provisions relating to provider incentives are hereby deleted in their entirety and replaced with the following:
 - a. ECM Quality Incentive Program (“**ECM QIP**”):
 - i. **Eligibility**: At PARTNERSHIP’s discretion, Provider will be eligible to participate in the ECM QIP, which is designed to encourage and improve quality care.
 - ii. **Good Standing**: In order for Provider to be eligible, Provider must be in good standing continuously from the beginning of the Performance Period to the Latest Payment Date. PARTNERSHIP has the sole authority to determine if a provider is in good standing based on the criteria set forth

below:

1. Provider is open for services for PARTNERSHIP members.
2. Provider is financially solvent (not in bankruptcy proceedings).
3. Provider is not under financial or administrative sanctions, exclusion or disbarment from the State of California, including the Department of Health Care Services (DHCS) or the federal government including the Centers for Medicare & Medicaid Services (CMS). If a provider appeals a sanction and prevails, PARTNERSHIP will consider a request to change the provider status to good standing.
4. Provider is not pursuing any litigation or arbitration against PARTNERSHIP.
5. Provider has not issued or threatened to issue a contract termination notice, and any contract renewal negotiations are not prolonged.
6. Provider has demonstrated the intent to work with PARTNERSHIP on addressing community and member issues.
7. Provider is adhering to the terms of their contract (including following PARTNERSHIP policies, quality, encounter data completeness, and billing timeliness requirements).
8. Provider is not under investigation for fraud, embezzlement, or overbilling.
9. Provider is not conducting other activities adverse to the business interests of PARTNERSHIP.

iii. **Performance Period:** The Performance Period is defined as the period of time in which Provider’s performance under the Agreement will be measured by PARTNERSHIP to determine if Provider is eligible for an incentive payment. Provider’s Performance Period is January 1, 2026 through December 31, 2026, which is tied to PARTNERSHIP’s Medical Loss Ratio Reporting Period of calendar year 2026.

iv. **Quality Incentive Standards:** In order for Provider to qualify for an Incentive Payment, Provider must meet specific measures as set forth in ECM QIP Exhibit A attached herein and incorporated by reference as well as PARTNERSHIP’s ECM QIP Specifications referenced below. Provider understands and agrees that PARTNERSHIP, in its sole discretion, may need to remove a measure from the ECM QIP during the Performance Period. For example, PARTNERSHIP may not be able to generate data to calculate a valid rate. In the event that a specific measure needs to be removed after execution of this Amendment, the measure will be removed from the measure set. Provider will receive notice of such changes within 30 days of PARTNERSHIP’s decision to remove the measure and no later than 30 days before the end of the calendar year.

- v. **ECM QIP Overview and Specifications:** Detailed terms and specifications are set forth in the PARTNERSHIP’s ECM QIP Specifications which is available on PARTNERSHIP’s website <https://partnershiphp.org/Providers/Quality/Pages/default.aspx> and is incorporated herein by reference.
- vi. **Incentive Payment:** In the event Provider successfully meets the Quality Incentive Standards set forth above, PARTNERSHIP shall pay Provider a maximum of \$100 per ECM enrollee per month as outlined in ECM QIP Exhibit A and PARTNERSHIP’s ECM QIP Specifications. Applicable QIP payment will be issued to Provider no earlier than the Earliest Payment Date¹ and no later than the Latest Payment Date², as set forth in this subsection vi.:

2026 ECM QIP Payment Schedule		
ECM QIP Period	Earliest Payment Date ¹	Latest Payment Date ²
Q1 (January – March)	July 1, 2026	July 31, 2026
Q2 (April – June)	October 1, 2026	October 31, 2026
Q3 (July – September)	January 1, 2027	January 31, 2027
Q4 (October – December)	April 1, 2027	April 30, 2027

- vii. **Termination:** In the event Provider terminates the Agreement at any point during the Performance Period, Provider’s participation in the ECM Quality Incentive Program is forfeited.
2. Attachment X, Network Provider Medi-Cal Requirements, is deleted in its entirety and replaced with the new Attachment X, Network Provider Medi-Cal Requirements, as set forth in this Amendment.

[SIGNATURE ON NEXT PAGE]

IN WITNESS WHEREOF, the Amendment between PARTNERSHIP and Provider is entered into by and between the undersigned parties.

PROVIDER County of Tehama DBA Tehama
County Community Action Agency

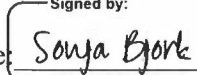
Signature: 

Printed Name: Teresa Cursel

Title: Chief Deputy Director

Date: 12/30/25

PLAN
Partnership HealthPlan of California

Signed by:
Signature: 
10A81AB5333C440...

Printed Name: Sonja Bjork

Title: Chief Executive Officer

Date: 12/22/2025

ECM QIP Exhibit A

Summary of Measures

The ECM QIP runs on a calendar year with quarterly reporting periods and incentive payment distribution.

Measure	Incentive Pool Allotments	Targets	
		Full Credit	Partial Credit
Gateway Measure			
Timely Reporting	N/A	\$100 PMPM placed into incentive pool	\$50 PMPM placed into incentive pool
Reporting Measures			
1. Care Plan and Release of Information (ROI) Forms Upload to PointClickCare	25% of Incentive Pool Dollars	≥ 70%	60 - 69%
2. PHQ-9 Depression Screening	25% of Incentive Pool Dollars	≥ 90%	80 - 89%
3. Controlling Blood Pressure (CBP) - Blood Pressure Screening	25% of Incentive Pool Dollars	≥ 80%	70 - 79%
4. Timely Review of Emergency Department and Hospital Admissions (ED/AD) Notifications	25% of Incentive Pool Dollars	<u>Part 1</u> 25% of earned incentive pool <u>Part 2</u> ≥ 70%	<u>Part 1</u> No Partial Credit <u>Part 2</u> 60 - 69%

Measure Descriptions

Gateway Measure. Timely Reporting

The gateway measure determines the number of dollars available for the program’s four reporting measures and is mandatory for participation in the program’s other measures. ECM providers are required to submit three (3) ECM reporting files monthly.

Timely Reporting Requirements	Earned Incentive Pool
All three (3) required reports submitted on or before due date	100% incentive dollars placed in incentive pool (\$100 PMPM)
All three (3) required reports submitted up to one week or five business days past due date	50% incentive dollars placed in incentive pool (\$50 PMPM)
Any submission(s) not submitted within the five business days	No incentive dollars placed in incentive pool

1. Care Plan and Release of Information (ROI) Forms Upload to PointClickCare®

ECM providers are required to upload a Care Plan and ROI forms to PointClickCare® within 60 days of the TAR request date or TAR renewal request date.

- Denominator: ECM members enrolled in one or more of the ECM populations of focus
- Numerator: ECM members enrolled in one or more of the ECM populations of focus whose care plans and ROI forms are uploaded in PointClickCare® within 60 days of the current TAR request date

2. PHQ-9 Depression Screening

ECM providers are required to complete depression screening for all ECM enrolled members, 12 years or older, as part of the initial assessment and development of the care plan.

- Denominator: ECM members, 12 years of age or older, enrolled in one or more of the ECM populations of focus
- Numerator: ECM members, 12 years of age or older, enrolled in one or more of the ECM populations of focus, and who are appropriately screened for depression

3. Controlling Blood Pressure (CBP) - Blood Pressure Screening

Blood pressure screening must be completed for all ECM enrolled members, 18 years or older, regardless of prior diagnosis of hypertension. Screening must be completed by ECM provider staff, a clinic visit, or patient use of a Partnership HealthPlan of California approved home blood pressure kit.

- Denominator: ECM members, 18 years of age or older, enrolled in one or more of the ECM populations of focus
- Numerator: ECM members, 18 years of age or older, enrolled in one or more of the ECM populations of focus, who are appropriately screened for blood pressure

4. Timely Review of Emergency Department and Hospital Admissions (ED/AD) Notifications

This measure focuses on reviewing notifications received through PointClickCare® when ECM enrolled members visit the emergency department (ED) or are admitted to the hospital (AD). ECM providers are required to set up ED/AD notification alerts in PointClickCare® (Part 1) and review notifications within 72 hours of receiving in PointClickCare® (Part 2).

**ATTACHMENT X
NETWORK PROVIDER
MEDI-CAL REQUIREMENTS**

This Attachment X sets forth the applicable requirements that are mandated by the DHCS Medi-Cal Contract with Partnership HealthPlan (the “Medi-Cal Contract”), State and Federal laws and regulations, and applicable DHCS All Plan Letters (“APLs”). This Attachment X is included in this Agreement to reflect compliance with laws and DHCS’s requirements for “PROVIDER” as a contracted Network Provider. Any citations in this Attachment are to the applicable sections of the Medi-Cal Contract or applicable law. This Attachment will automatically be modified to conform to subsequent changes in law or government program requirements. In the event of a conflict between this Attachment and any other provision of the Agreement, this Attachment will control with respect to terms relevant to the provision of Medi-Cal services. Any capitalized term utilized in this Attachment will have the same meaning ascribed to it in the Agreement unless otherwise set forth in this Attachment. If a capitalized term used in this Attachment is not defined in the Agreement or this Attachment, it will have the same meaning ascribed to it in the Medi-Cal Contract.

1. The parties acknowledge and agree that this Agreement specifies the Covered Services to be ordered, referred, or rendered under the Agreement. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.5.A.1.)
2. The parties acknowledge and agree that the term of the Agreement, including the beginning and end dates as well as methods of extension, renegotiation, phaseout, and termination, are included in this Agreement. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.5.A.2.)
3. The parties acknowledge and agree that this Agreement contains full disclosure of the method and amount of compensation or other consideration to be received by PROVIDER from PARTNERSHIP. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.5.A.3.)
4. This Agreement will be governed by and construed in accordance with all applicable laws and regulations governing the Medi-Cal Contract, including, but not limited to, the Knox-Keene Health Care Service Plan Act of 1975, codified in Health & Safety Code Section 1340 et seq. (unless expressly excluded under the Medi-Cal Contract); 28 CCR Section 1300.43 et seq.; Welfare and Institutions Code (“W&I”) Code Sections 14000 et seq. and 14200 et seq.; 22 CCR Section 53800 et seq.; and 22 CCR Section 53900 et seq. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.5.A.4.)
5. PROVIDER shall comply with all applicable requirements of the DHCS Medi-Cal Managed Care Program, pertaining to the obligations and functions undertaken pursuant to the Agreement, including, but not limited to, all applicable Federal and State Medicaid and Medi-Cal laws, regulations, sub-regulatory guidance, APLs, and provisions of the Medi-Cal Contract. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.5.A.5.)

6. PROVIDER shall submit to PARTNERSHIP, either directly or through a designated Subcontractor of PARTNERSHIP as applicable, complete, accurate, reasonable, and timely Encounter Data, Provider Data, Program Data, Template Data, and any other reports or data as requested by PARTNERSHIP, in order for PARTNERSHIP to meet its reporting requirements to DHCS. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.5.A.6.)

7. PROVIDER will maintain and make available to DHCS, upon request, copies of all contracts it enters into relating to ordering, referring, or rendering Covered Services under this Agreement, and will ensure that all such contracts are in writing. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.5.A.7.)

8. PROVIDER agrees to make all of its premises, facilities, equipment, books, records, contracts, and computer and other electronic systems pertaining to the Covered Services ordered, referred, or rendered under the terms of the Agreement, available for the purpose of an audit, inspection, evaluation, examination, or copying, as set forth in Medi-Cal Contract, Exhibit E, Provision 1.1.22 (*Inspection and Audit of Records and Facilities*) as follows:
 - (a) In accordance with inspections and audits, as directed by DHCS, the Centers for Medicare & Medicaid Services (“CMS”), U.S. Department of Health and Human Services (“DHHS”) Inspector General, the Comptroller General, Department of Justice (“DOJ”), Department of Managed Health Care (“DMHC”), DHCS’s External Quality Review Organization contractor, or their designees; and

 - (b) At all reasonable times at PROVIDER’s place of business or at such other mutually agreeable location in California.

(Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.5.A.8.)

9. PROVIDER will maintain all of its books and records, including all Encounter Data, in accordance with good business practices and generally accepted accounting principles for a term of at least ten (10) years from the final date of the Medi-Cal Contract period or from the date of completion of any audit, whichever is later. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.5.A.9.)

10. PROVIDER shall timely gather, preserve and provide to DHCS, CMS, Office of the Attorney General’s Division of Medi-Cal Fraud and Elder Abuse (“DMFEA”), and any authorized State or Federal regulatory agencies, any records in PROVIDER’s possession, in accordance with the Medi-Cal Contract, Exhibit E, Provision 1.1.27 (*Litigation Support*). (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.5.A.10.)

11. PROVIDER must assist PARTNERSHIP, or if applicable a PARTNERSHIP Subcontractor or Downstream Subcontractor, in the transfer of the Member’s care in accordance with Exhibit E, Section 1.1.17 (*Phaseout Requirements*) of the Medi-Cal

Contract, in the event of Medi-Cal Contract termination or in the event of termination of this Agreement for any reason. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.5.A.11.)

12. The parties agree this Agreement may be terminated, or subject to other remedies, actions, fines and/or penalties, if DHCS or PARTNERSHIP determine that PROVIDER has not performed satisfactorily. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.5.A.12.)
13. PROVIDER will hold harmless both the State and Members in the event PARTNERSHIP or, if applicable, a Subcontractor or Downstream Subcontractor, cannot or will not pay for Covered Services ordered, referred, or rendered by PROVIDER pursuant to this Agreement. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.5.A.13.)
14. PROVIDER shall not bill a Member for Medi-Cal Covered Services. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.5.A.14.)
15. PARTNERSHIP will inform PROVIDER of prospective requirements added by Federal or State law or DHCS related to the Medi-Cal Contract that impact obligations and functions undertaken pursuant to the Agreement before the requirement is effective, and PROVIDER agrees to comply with the new requirements within 30 calendar days of the effective date, unless otherwise instructed by DHCS. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.5.A.15.)
16. PROVIDER must ensure to provide cultural competency, Health Equity, sensitivity, and diversity training to its workforce, including employees and staff at key points of contact with Members, on an annual basis, in accordance with the Medi-Cal Contract, Exhibit A, Attachment III, Provision 5.2.11.C (*Diversity, Equity and Inclusion Training*). (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.5.A.16.)
17. PROVIDER must provide interpreter services for Members and comply with language assistance standards developed pursuant to Health & Safety Code Section 1367.04. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.5.A.17.)
18. PROVIDER must notify PARTNERSHIP, and PARTNERSHIP's Subcontractor or Downstream Subcontractor, within ten (10) Working Days of any suspected Fraud, Waste, or Abuse. PROVIDER shall allow PARTNERSHIP to share such information with DHCS in accordance with Exhibit A, Attachment III, Provision 1.3.2.D (*Contractor's Reporting Obligations*) and Provision 1.3.2.D.6 (*Confidentiality*) of the Medi-Cal Contract. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.5.A.18.)
19. PROVIDER must report to PARTNERSHIP when it has received an overpayment; return the overpayment to PARTNERSHIP within 60 calendar days of the date the overpayment was identified; and notify PARTNERSHIP in writing of the reason for the overpayment in accordance with Exhibit A, Attachment III, Provision 1.3.6 (*Treatment of*

Overpayment Recoveries) of the Medi-Cal Contract, and 42 CFR Section 438.608(d)(2). (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.5.A.19.)

20. The parties confirm PROVIDER’s right to all protections afforded to PROVIDER under the Health Care Providers’ Bill of Rights, as set forth in Health & Safety Code Section 1375.7, including, but not limited to, PROVIDER’s right to access PARTNERSHIP’s dispute resolution mechanism and submit a grievance pursuant to Health & Safety Code Section 1367(h)(1). (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.5.A.20.)
21. PROVIDER must execute the California Health and Human Services Data Exchange Framework data sharing agreement pursuant to Health & Safety Code Section 130290. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.5.A.21.)
22. This Agreement and any amendment thereto will become effective only upon approval by DHCS in writing. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.2.A.2.)
23. PROVIDER agrees to receive training from PARTNERSHIP and receive notice from PARTNERSHIP of any changes to PARTNERSHIP’s Grievance and Appeals policies and procedures. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 4.6.I.)
24. PROVIDER agrees to participate in all timely access surveys and network adequacy activities conducted by PARTNERSHIP or DHCS. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 5.2.5.A.6.)
25. PROVIDER, and PROVIDER’s employees, officers and directors, shall comply with the conflict of interest requirements set forth in Exhibit H of the Medi-Cal Contract. (Medi-Cal Contract, Exhibit H, Provision 1.1.1.)
26. PROVIDER shall notify PARTNERSHIP and DHCS within ten (10) calendar days of discovery that any third party may be liable for reimbursement to PARTNERSHIP and/or DHCS for Covered Services provided to a Member, such as for treatment of work-related injuries or injuries resulting from tortious conduct of third-parties. PROVIDER is precluded from receiving duplicate payments for Covered Services provided to Plan Members. If this occurs, PROVIDER may not retain the duplicate payment. Once the duplicate payment is identified, PROVIDER must reimburse PARTNERSHIP. If PROVIDER fails to refund the duplicate payment, PARTNERSHIP may offset payments made to PROVIDER to recoup the funds. Notice shall be provided to DHCS in accordance with Exhibit E, Provision 1.1.26.C of the Medi-Cal Contract. (DHCS APL 21-007; Welfare & Institutions Code Sections 14124.70 – 14124.791.)
27. PROVIDER shall not pay any provider for a Provider-Preventable Condition (“PPC”) in accordance with 42 CFR section 438.3(g). PROVIDER agrees to report to PARTNERSHIP all PPCs in the form and frequency required by DHCS APL 17-009. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.3.17; 42 CFR 438.3(g).)

28. PROVIDER will immediately report to PARTNERSHIP the discovery of a security incident, breach or unauthorized access of Medi-Cal Member protected health information (as defined in 45 CFR 160.103) or personal information (as defined in California Civil Code Section 1798.3(a)). (Medi-Cal Contract, Exhibit G.)
29. PROVIDER agrees to provide PARTNERSHIP with the disclosure statement set forth in 22 CCR 51000.35, prior to commencing services under this Agreement. This Agreement and all information received from PROVIDER in accordance with this Agreement shall become public record on file with DHCS, except as specifically exempted in statute. The names of the officers and owners of PROVIDER, stockholders owning more than 5 percent of the stock issued by PROVIDER and major creditors holding more than 5 percent of the debt of PROVIDER will be attached to the Agreement at the time the Agreement is presented to DHCS. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.11.)
30. To the extent a pathway to enrollment exists, PROVIDER must be enrolled (and maintain enrollment) in the Medi-Cal Program through DHCS in accordance with its provider type. PROVIDER shall provide verification of enrollment as well as a copy of the executed Medi-Cal Provider Agreement (DHCS Form 6208) between PROVIDER and DHCS, if applicable. In the event PARTNERSHIP assisted PROVIDER with the enrollment process, PROVIDER consents to allow DHCS and PARTNERSHIP to share information relating to PROVIDER's application and eligibility, including, but not limited to, issues related to program integrity. PROVIDER's enrollment documentation must be made available to DHCS, CMS or other authorized Governmental Agencies upon request. (DHCS APL 22-013; 42 CFR 438.602(b).)
31. PROVIDER represents and warrants that PROVIDER and its affiliates are not debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in nonprocurement activities under regulations issued under Executive Order No. 12549 or guidelines implementing Executive Order No. 12549. Further, PROVIDER represents and warrants that PROVIDER is not excluded from participation in any health care program under section 1128 or 1128A of the Social Security Act nor is PROVIDER excluded, suspended, or ineligible to participate, either directly or indirectly, in the Medicare or Medi-Cal programs. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 1.3.4.B; 42 CFR 438.610.)

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E-Contract Review
Approval as to Form

Department Name: Community Action Agency

Vendor Name: Partnership HealthPlan of California

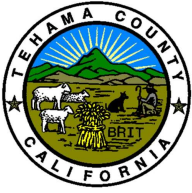
Contract Description: For the purpose of Enhanced Care Management Quality
Incentive Program

APPROVED AS TO FORM:



Date: 01/12/2026

Office of the Tehama County Counsel
Margaret Long, County Counsel



Tehama County

Agenda Request Form

File #: 26-0073

Agenda Date: 1/27/2026

Agenda #: 7.

PROBATION

Requested Action(s)

a) TRANSFER OF FUNDS: PROBATION, B-35- From CalAIM (2036-4505724), to Contingency (2002-59000), \$18,058.75; and From Contingency (2002-59000) to Professional/Special Services (2036-53230), \$18,058.75 **(Requires a 4/5's vote)**

Financial Impact:

There is no financial impact on the General Fund. Probation will utilize CalAIM PATH 3 funds to issue payment to Health Management Associates, Inc. (HMA).

Background Information:

The California Advancing and Innovating Medi-Cal (CalAIM) Justice Involved Initiative (JII) supports incarcerated youth in preparing for successful reentry into their communities. To facilitate this effort, the Tehama County Probation Department has partnered with HMA, a state-approved contractor under the CalAIM initiative, to develop an implementation plan ensuring access to health care services for incarcerated youth. This plan has been submitted and approved by the State of California. HMA has provided valuable consultation on multiple aspects of the initiative, including the development of Requests for Proposals (RFP) for Pharmacy Services and an Electronic Health Records (HER) system. Additionally, they have assisted in drafting job classifications for two new positions, essential to advancing the CalAIM initiative. Their expertise and support are helping the Juvenile Detention Facility move closer to meeting the State's CalAIM requirements. CalAIM PATH 3 funds will pay invoices issued by HMA for services rendered to the Tehama County Probation Department

BUDGET APPROPRIATION INCREASE REQUEST

Auditor Number B-35

DEPARTMENT NAME PROBATION

Date: January 13, 2026

I am requesting an increase or decrease to my budget appropriations as listed below:

Check one "Previous Year Revenue" "New Revenue"

Funding Source Fund 581- Cal-AIM PATH 3

*****Note** General Fund and Public Safety "MUST" use Contingency when increasing budget

Increase Revenue Budget				Increase Expenditure Budget			
FUND DEPT NO	ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT	FUND DEPT NO	ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
2036	4505724	Fund 581-CalAIM PATH 3	\$ 18,058.75	2002	59000	Contingency	\$ 18,058.75
2002	59000	Contingency	\$ 18,058.75	2036	53230	Professional Services	\$ 18,058.75
Total Journal			\$ 36,117.50	Total Journal			\$ 36,117.50

INCREASE / (DECREASE) APPROVED

 1/13/26
SIGNATURE OF REQUESTING OFFICIAL DATE

Ana Zamacona 1/15/2026
AUDITOR DATE

BOARD OF SUPERVISORS DATE

HEALTH MANAGEMENT ASSOCIATES, INC.

INVOICE

Tehama County Probation Department
 Att. Finance
 yruiz@tcprobation.org
 omorales@tcprobation.org; jwooll@tcprobation.org
 Red Bluff, CA 96080

January 13, 2026
 Invoice Number: 211996 - 0000023
 Due Date: February 12, 2026

Current Invoice Total	\$18,058.75
------------------------------	--------------------

Project: 211996 Tehama County: Medi-Cal DHCS

Professional Services from December 01, 2025 to December 31, 2025

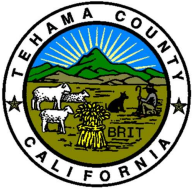
Task: Probation

Professional and Consulting Services Rendered:

	Hours	Rate	Fees	
██████████	1.50	330.00	495.00	
██████████████████	1.25	380.00	475.00	
██████████	3.50	380.00	1,330.00	
██████████████	5.25	250.00	1,312.50	
██████████	7.50	420.00	3,150.00	
██████████	2.25	420.00	945.00	
██████████████	14.75	420.00	6,195.00	
██████████████	23.75	175.00	4,156.25	
Total Hours / Fees	59.75		18,058.75	
Subtotal Fees				18,058.75
		Current Invoice Total		\$18,058.75

HMA's preferred method of payment is via ACH:

██
 ██
 ██
 ██



Tehama County

Agenda Request Form

File #: 26-0034

Agenda Date: 1/27/2026

Agenda #: 8.

PROBATION

Requested Action(s)

a) TRANSFER OF FUNDS: PROBATION, B-33 - From CalAIM (2036-4505724) to Contingency (2002-59000), \$19,931.00; and From Contingency (2002-59000) to Professional Services (2036-53230), \$19,931.00 **(Requires a 4/5's vote)**.

Financial Impact:

There is no financial impact on the General Fund. Probation will utilize CalAIM PATH 3 funds to issue payment to Health Management Associates, Inc. (HMA).

Background Information:

The California Advancing and Innovating Medi-Cal (CalAIM) Justice Involved Initiative (JI) supports incarcerated youth in preparing for successful reentry into their communities. To facilitate this effort, the Tehama County Probation Department has partnered with HMA, a State-approved contractor under the CalAIM initiative, to develop an implementation plan ensuring access to health care services for incarcerated youth. This plan has been submitted and approved by the State of California.

HMA has provided valuable consultation on multiple aspects of the initiative, including the development of Requests for Proposals (RFP) for Pharmacy Services and an Electronic Health Records (EHR) system. Additionally, they have assisted in drafting job classifications for two new positions, essential to advancing the CalAIM initiative. Their expertise and support are helping the Juvenile Detention Facility move closer to meeting the State's CalAIM requirements.

CalAIM PATH 3 funds will pay invoices issued by HMA for services rendered to the Tehama County Probation Department.

BUDGET APPROPRIATION INCREASE REQUEST

Auditor Number B-33

DEPARTMENT NAME PROBATION

Date: January 9, 2026

I am requesting an increase or decrease to my budget appropriations as listed below:

Check one "Previous Year Revenue" "New Revenue"

Funding Source Fund 581- Cal-AIM PATH 3

***Note General Fund and Public Safety "MUST" use Contingency when increasing budget

Increase Revenue Budget				Increase Expenditure Budget			
FUND DEPT NO	ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT	FUND DEPT NO	ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
2036	4505724	Fund 581-CalAIM PATH 3	\$ 19,931.00	2002	59000	Contingency	\$ 19,931.00
2002	59000	Contingency	\$ 19,931.00	2036	57605 53230	Professional Services	\$ 19,931.00
Total Journal			\$ 39,862.00	Total Journal			\$ 39,862.00

INCREASE / (DECREASE) APPROVED

 1/9/26
SIGNATURE OF REQUESTING OFFICIAL DATE

Ana Zamacona 1/13/2026
AUDITOR DATE

BOARD OF SUPERVISORS DATE

HEALTH MANAGEMENT ASSOCIATES, INC.

INVOICE

Tehama County Probation Department
 Att. Finance
 PO Box 99
 omorales@tcprobation.org
 Red Bluff, CA 96080

December 23, 2025
 Invoice Number: 211996 - 0000021
 Due Date: January 22, 2026

Current Invoice Total	\$19,931.00
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Project: 211996 Tehama County: Medi-Cal DHCS

Professional Services from November 01, 2025 to November 30, 2025

Task: Probation

Professional and Consulting Services Rendered:

	Hours	Rate	Fees	
██████████	5.75	330.00	1,897.50	
██████████	2.25	380.00	855.00	
██████████	12.50	380.00	4,750.00	
██████████	3.50	250.00	875.00	
██████████	.25	330.00	82.50	
██████████	14.00	420.00	5,880.00	
██████████	1.50	420.00	630.00	
██████████	4.25	420.00	1,785.00	
██████████	15.00	175.00	2,625.00	
Total Hours / Fees	59.00		19,380.00	
Subtotal Fees				19,380.00

Expenses for:

9/23/2025	██████████	avis	14.95	
	Subtotal Expenses		14.95	14.95

Task: Probation - Travel

Expenses for:

9/12/2025	██████████	breakfast- Starbucks	7.75	
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2501 WOODLAKE CIRCLE, SUITE 100, OKEMOS, MI 48864
 TELEPHONE: (517) 482-9236 FAX: (517) 482-0920
 EMAIL: ACCOUNTING@HEALTHMANAGEMENT.COM · FEDERAL ID # 38-2599727

WWW.HEALTHMANAGEMENT.COM

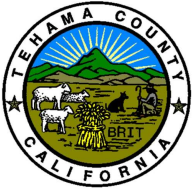
Project	211996	Tehama County: Medi-Cal DHCS	Invoice	0000021
9/12/2025	[REDACTED]	rental car- last minute need	477.06	
9/12/2025	[REDACTED]	lunch- Ladle and Leaf	51.24	
	Subtotal Expenses		536.05	536.05
		Current Invoice Total		\$19,931.00

HMA's preferred method of payment is via ACH:

[REDACTED]
 Depository Account: [REDACTED]
 Routing Number: [REDACTED]
 Account Number: 3 [REDACTED]
 Please send remittance notice to: accounting@healthmanagement.com

2501 WOODLAKE CIRCLE, SUITE 100, OREMOS, MI 48864
 TELEPHONE: (517) 482-9236 FAX: (517) 482-0920
 EMAIL: ACCOUNTING@HEALTHMANAGEMENT.COM · FEDERAL ID # 38-2599727

WWW.HEALTHMANAGEMENT.COM



Tehama County

Agenda Request Form

File #: 26-0032

Agenda Date: 1/27/2026

Agenda #: 9.

SHERIFF'S OFFICE

Requested Action(s)

a) TRANSFER OF FUNDS: SHERIFF, B-32- From Public Safety (106-301900), to Contingency (2002-59000), \$35,185.00; and From Contingency (2002-59000) to Professional/Special Services (2027-53230), \$35,185.00 **(Requires a 4/5's vote)**

Financial Impact:

There is no financial impact on the FY 2025/26 General Fund. The funds are being transferred from the AB443 funds.

Background Information:

The AB443 funds will be used to cover the costs of implementing the property management system software Property Room by Sun Ridge Systems, Inc for the Evidence Division. The software integrates with our current RIMS system and is designed to help law enforcement agencies securely and efficiently handle and store evidence collected during investigations.

Designed specifically for evidence management professionals, Property Room allows users to track, and manage evidence in a centralized database, ensuring chain of custody and maintaining the integrity of the evidence throughout its lifecycle. Property Room will streamline evidence and property handling processes and enhance the agency's operational efficiency.

BUDGET APPROPRIATION INCREASE REQUEST

Auditor Number B-32

DEPARTMENT NAME AB443/Sheriff

Date: 1/08/2026

I am requesting an increase to my budget appropriates as listed below:

Check one "Previous Year Revenue" "New Revenue"

AB443 funds held in account 106-301163 for the implementation of a property management software system by Sun Ridge Systems, Inc for the Evidence department that integrates with our current RIMS system.

Funding Source

*****Note** General Fund and Public Safety "MUST" use Contingency when increasing budget

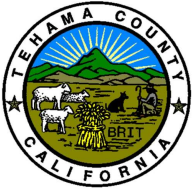
Increase Revenue Budget				Increase Expenditure Budget			
FUND DEPT NO	ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT	FUND DEPT NO	ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
106	301900	Public Safety	\$ 35,185.00	2002	59000	Contingency	\$ 35,185.00
2002	59000	Contingency	\$ 35,185.00	2027	53230	Professional/Special Services	\$ 35,185.00
Total Journal			\$ 70,370.00	Total Journal			\$ 70,370.00

TRANSFER APPROVED

 1-7-26
SIGNATURE OF REQUESTING OFFICIAL DATE

Ana Zamacona 1/08/2026
AUDITOR DATE

BOARD OF SUPERVISORS DATE



Tehama County

Agenda Request Form

File #: 26-0058

Agenda Date: 1/27/2026

Agenda #: 10.

SHERIFF'S OFFICE

Requested Action(s)

a) TRANSFER OF FUNDS: SHERIFF, B-34 - From CALAIM (2032-4505723), to Contingency (2002-59000), \$9,417.50; and from Contingency (2002-59000) to Professional/Special Services (2032-53230), \$9,417.50 **(Requires a 4/5's vote)**

Financial Impact:

There is no financial impact on the General Fund. The Sheriff's Office will utilize CALAIM AB133 funds to issue payment to Health Management Associates, Inc.

Background Information:

The California Advancing and Innovating Medi-Cal (CalAIM) Justice Involved Initiative (JI) helps incarcerated people prepare for reentry into their communities. The Tehama County Jail utilized Health Management Associates, Inc. (HMA), a State-approved contractor under the CALAIM Program, to prepare the implementation plan as mandated by the State for inmates to receive these services. The implementation plan that HMA provided has been submitted and approved by the State of California.

HMA is currently working on a new Memorandum of Understanding (MOU) between the Sheriff's Office (SO) and Tehama County Health Services Agency (TCHSA), Request for Proposals (RFP) for Pharmacy Services and Electronic Health Records (EHR), as well as writing job classifications for two new positions needed to move forward into the CALAIM JI future.

The CALAIM AB133 funds will pay the invoice issued by HMA for services listed above that were rendered at the Tehama County Jail during the month of December 2025.

BUDGET APPROPRIATION INCREASE REQUEST

B-34

DEPARTMENT NAME CALAIM/Jail

Auditor Number _____

Date: 1/14/2026

I am requesting an increase to my budget appropriates as listed below:


Check one "Previous Year Revenue" "New Revenue"

Funding Source CALAIM AB133 funds held in fund 581 for payment to HMA for services rendered through December 2025.

*****Note** *General Fund and Public Safety "MUST" use Contingency when increasing budget*

Increase Revenue Budget				Increase Expenditure Budget			
FUND DEPT NO	ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT	FUND DEPT NO	ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
2032	4505723	CALAIM	\$ 9,417.50	2002	59000	Contingency	\$ 9,417.50
2002	59000	Contingency	\$ 9,417.50	2032	53230	Professional/Special Services	\$ 9,417.50
Total Journal			\$ 18,835.00	Total Journal			\$ 18,835.00

TRANSFER APPROVED

 1.13.2026
SIGNATURE OF REQUESTING OFFICIAL DATE

Ana Zamacona 1/14/2026
AUDITOR DATE

BOARD OF SUPERVISORS DATE

HEALTH MANAGEMENT ASSOCIATES, INC.

INVOICE

Tehama County Sheriff's Office
Att. Finance
PO Box 729
nbrummond@tehamaso.org
Red Bluff, CA 96080

January 13, 2026
Invoice Number: 211996 - 0000022
Due Date: February 12, 2026

Current Invoice Total \$9,417.50

Project: 211996 Tehama County: Medi-Cal DHCS

Professional Services from December 01, 2025 to December 31, 2025

Task: Sheriff

Professional and Consulting Services Rendered:

	Hours	Rate	Fees	
██████████	1.25	330.00	412.50	
██████████████████	2.25	380.00	855.00	
██████████████████	4.25	250.00	1,062.50	
██████████	7.25	420.00	3,045.00	
██████████	1.50	420.00	630.00	
██████████████████	19.50	175.00	3,412.50	
Total Hours / Fees	36.00		9,417.50	
Subtotal Fees				9,417.50
		Current Invoice Total		\$9,417.50

HMA's preferred method of payment is via ACH:

██
██
██
██

**AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND
HEALTH MANAGEMENT ASSOCIATES, INC.**

On December __, 2024, this Agreement is entered into between the County of Tehama, through its Sheriff's Office and Probation Department, ("County") and Health Management Associates, Inc. ("Contractor") for the purpose of providing consulting and technical assistance to the County.

1. RESPONSIBILITIES OF CONTRACTOR

Contractor shall perform the following responsibilities in addition to the deliverables found in Exhibit "B":

- Consulting and technical assistance on the approach to planning and implementation of pre-release services as well as budget development
- Training regarding CalAIM, the Office of Health Care Services (DHCS) operational guidance, and the required pre-release services
- Consulting and technical assistance on 90-day pre-release eligibility and behavioral health linkage screening
- Consulting and technical assistance for completing the release readiness assessment
- Stakeholder convening, consulting, and technical assistance for reentry coordination and planning
- Consulting and stakeholder engagement for the County Behavioral Health Department, Probation and Sheriff's Office oversight, governance, and project management
- Development of the DHCS required readiness assessment template provided by DHCS, which will focus on new processes required to support the implementation of behavioral health links and includes the following components:
 1. Initial Data Sharing
 2. Data Sharing for Release
 3. Release Planning: follow-up appointments; and transportation
 4. Reentry Professional-to-Professional Clinical Handoff
 5. Follow-up Post Release: post release scheduling; and post-release follow-up
 6. Oversight and Project Management: staffing structure and plan; governance structure for partnerships; and reporting and oversight processes
- Review of medical contracts and recommendations to align with the CalAIM Justice involved Initiative.
- Develop policies and procedures, and process flows in compliance with the operational guidance minimum requirements.
- Training and technical assistance regarding billing, claiming, and pharmacy services.
- Consulting and technical assistance on the operationalization of pre-release services and continuous quality improvement
- Actuarial Analysis of projected revenue from Medi-Cal reimbursement based on 2 years of Correctional Facilities health care encounter data provided the County
- Up to two site visits to Tehama County to develop Implementation Plan and provide TA for Readiness

2. **RESPONSIBILITIES OF THE COUNTY**

County shall compensate Contractor for said services pursuant to Section 3 and 4 of this agreement.

3. **COMPENSATION**

Contractor shall be paid in accordance with the rates set forth in Exhibit “B”, after satisfactorily completing the duties described in this Agreement. The Maximum Compensation payable under this Agreement shall be up to \$211,000 for the reasonable value of services in making necessary site visits, analysis, and plans in preparation for this contract and up to \$764,000 for other services completed before the end of the term for a total not to exceed \$975,000.00. Contractor shall be compensated Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement.

Contractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation amount set forth above. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this Agreement.

4. **BILLING AND PAYMENT**

On or before the 15th of each month, Contractor shall submit to County an itemized invoice for all services rendered during the preceding calendar month. County shall make payment of all undisputed amounts within 30 days of receipt of Contractor’s invoice. County shall be obligated to pay only for services properly invoiced in accordance with this section.

5. **TERM OF AGREEMENT**

This agreement shall terminate September 30, 2026, unless terminated in accordance with section 6 below.

6. **TERMINATION OF AGREEMENT**

If Contractor fails to perform his/her duties to the satisfaction of the County, or if Contractor fails to fulfill in a timely and professional manner his/her obligations under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then the County shall have the right to terminate this agreement effective immediately upon the County giving written notice thereof to the Contractor. Either party may terminate this agreement on 30 days’ written notice. County shall pay contractor for all work satisfactorily completed as of the date of notice.

County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased, or should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year.

The County's right to terminate this agreement may be exercised by the Sheriff and/or Chief Probation Officer.

7. **ENTIRE AGREEMENT; MODIFICATION**

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no other oral or written representation.

8. **NONASSIGNMENT OF AGREEMENT**

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate or sublet any interest herein without the prior written consent of the County.

9. **EMPLOYMENT STATUS**

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this agreement; provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of the County is to insure that the services shall be rendered and performed in a competent, efficient and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the Federal government, which would be withheld from compensation of Contractor, if Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Contractor shall not be eligible for coverage under County's Workers Compensation Insurance Plan nor shall Contractor be eligible for any other County benefit.

10. **INDEMNIFICATION**

Each party shall defend, hold harmless, and indemnify the other party, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of each party), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of each party) being damaged, arising out of contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, whether by negligence or otherwise. Each party shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. Each party shall also defend and indemnify the other party against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the County with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

11. **INSURANCE**

Contractor shall procure and maintain insurance pursuant to Exhibit A, "Insurance Requirements For Contractor," attached hereto and incorporated by reference.

12. **PREVAILING WAGE**

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services hereunder are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to the extent that such laws apply. If applicable, County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office, and will make this information available to any interested party upon request. Contractor shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Contractor or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Contractor specifically acknowledges that County has not affirmatively represented to

contractor in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a “public work.” To the fullest extent permitted by law, Contractor hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

Contractor acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no contractor or subcontractor may be listed on a bid proposal or be awarded a contract for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, with exceptions from this requirement specified under Labor Code sections 1725.5(f), 1771.1(a) and 1771.1(n).

If the services are being performed as part of the applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, Contractor acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

13. **NON-DISCRIMINATION**

Contractor shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

14. **GREEN PROCUREMENT POLICY**

Through Tehama County Resolution No. 2021-140, the County adopted the Recovered Organic Waste Product Procurement Policy (available upon request) to (1) protect and conserve natural resources, water and energy; (2) minimize the jurisdiction’s contribution to pollution and solid waste disposal; (3) comply with state requirements as contained in 14 CCR Division 7, Chapter 12, Article 12 (SB 1383); (4) support recycling and waste reduction; and (5) promote the purchase of products made with recycled materials, in compliance with the California Integrated Waste Management Act of 1989 (AB 939) and SB1382 when product fitness and quality are equal and they are available at the same or lesser cost of non-recycled products. Contractor shall adhere to this policy as required therein and is otherwise encouraged to conform to this policy.

15. **COMPLIANCE WITH LAWS AND REGULATIONS**

All services to be performed by Contractor under to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations.

Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the County immediately.

All information and records obtained in the course of providing services under this Contract shall be confidential and shall not be open to examination for any purpose not directly connected to the administration of this program or the services provided hereunder. Both parties shall comply with State and Federal requirements regarding confidential information.

16. **LAW AND VENUE**

This agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

17. **AUTHORITY**

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

18. **NOTICES**

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first class mail to the following addresses:

NOTICES TO COUNTY:

Tehama County Sheriff's Office
Attn: Dave Kain, Sheriff
P.O. Box 729
Red Bluff, CA 96080
(530) 528-8979
dkain@tehamaso.org

Tehama County Probation
Department
Attn: Pam Gonzalez, Chief Probation
Officer
P.O. Box 99
Red Bluff, CA 96080
(530) 527-4052 ext. 3026
pgonzalez@tcprobation.org

INVOICES SUBMITTED TO COUNTY:

Tehama County Sheriff's Office
Attn: Finance
P.O. Box 729
Red Bluff, CA 96080
(530) 528-8979
nbrummond@tehamaso.org

Tehama County Probation
Department
Attn: Finance
P.O. Box 99
Red Bluff, CA 96080
(530) 527-4052 ext. 3028
omorales@tcprobation.org

NOTICES TO CONTRACTOR:

Jeff DeVries
Health Management Associates,
Inc.
2501 Woodlake Circle, Ste. 100
Okemos, MI 48864
Fax: (517) 482-0920
contracts@healthmanagement.com

GRANTS/CONTRACTS TO COUNTY:

Tehama County Sheriff's Office
Attn: Finance
P.O. Box 729
Red Bluff, CA 96080
(530) 528-8979
nbrummond@tehamaso.org

Tehama County Probation Department
Attn: Finance
P.O. Box 99
Red Bluff, CA 96080
(530) 527-4052 ext. 3028
omorales@tcprobation.org

Notice shall be deemed to be effective two days after mailing.

19. **NON-EXCLUSIVE AGREEMENT:**

Contractor understands that this is not an exclusive agreement, and that County shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by Contractor, or to perform such services with County's own forces, as County desires.

20. **RESOLUTION OF AMBIGUITIES:**

If an ambiguity exists in this Agreement, or in a specific provision hereof, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.

21. **NO THIRD PARTY BENEFICIARIES:**

Neither party intends that any person shall have a cause of action against either of them as a third party beneficiary under this Agreement. The parties expressly acknowledge that is not their intent to create any rights or obligations in any third person or entity under this Agreement. The parties agree that this Agreement does not create, by implication or otherwise, any specific, direct or indirect obligation, duty, promise, benefit and/or special right to any person, other than the parties hereto, their successors and permitted assigns, and legal or equitable rights, remedy, or claim under or in respect to this Agreement or provisions herein.

22. **HAZARDOUS MATERIALS**

Contractor shall provide to County all Safety Data Sheets covering all Hazardous Materials to be furnished, used, applied, or stored by Contractor, or any of its Subcontractors, in connection with the services on County property. Contractor shall provide County with copies of any such Safety Data Sheets prior to entry to County property or with a document certifying that no Hazardous Materials will be brought onto County property by Contractor, or any of its Subcontractors, during the performance of the services. County shall provide Safety Data Sheets for any Hazardous Materials that Contractor may be exposed to while on County property.

23. **HARASSMENT**

Contractor agrees to make itself aware of and comply with the County's Harassment Policy, TCPR §8102: Harassment, which is available upon request. The County will not tolerate or condone harassment, discrimination, retaliation, or any other abusive behavior. Violations of this

policy may cause termination of this agreement.


24. **EXHIBITS**

Contractor shall comply with all provisions of Exhibits A through B, attached hereto and incorporated by reference. In the event of a conflict between the provisions of the main body of this Agreement and any attached Exhibit(s), the main body of the Agreement shall take precedence.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.


Date: DEC 17 2024

COUNTY OF TEHAMA



CHAIRMAN OF BOARD OF SUPERVISORS

Date: 12/31/2024


Dave Kain (Dec 31, 2024 10:29 PST)

DAVE KAIN, SHERIFF

Date: 12-31-24



PAM GONZALEZ, CHIEF PROBATION OFFICER

January 6, 2025 | 9:37 PST
Date: _____

HEALTH MANAGEMENT ASSOCIATES, INC.

Signed by:


7533E7CBA7A5470
KELLY JOHNSON, CHIEF ADMINISTRATIVE OFFICER

TBD
Vendor Number

2032-53230
Budget Account Number

2037-53230
Budget Account Number

Exhibit A

INSURANCE REQUIREMENTS FOR CONTRACTOR

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by Contractor, his/her agents, representatives, employees or subcontractors. At a minimum, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations) \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

Automobile Liability

Automobile liability insurance is required with minimum limits of \$1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.

Workers' Compensation

If Contractor has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover Contractor and Contractor's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of \$1,000,000 per accident for bodily injury or disease.

Professional Liability (Contractor/Professional services standard agreement only)

If Contractor is a state-licensed architect, engineer, contractor, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, Contractor shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less than \$1,000,000 per claim and \$2,000,000 aggregate on a claims made basis. However, if

coverage is written on a claims made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

If Contractor maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by Contractor.

All such insurance coverage, except professional liability insurance, shall be provided on an “occurrence” basis, rather than a “claims made” basis.

Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include “Tehama County, its elected officials, officers, employees and volunteers” as an additional insured.

The certificate holder shall be “County of Tehama.”

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions of \$25,000 or more must be declared to, and approved by, the County. The deductible and/or self-insured retentions will not limit or apply to Contractor’s liability to County and will be the sole responsibility of Contractor.

Primary Insurance Coverage

For any claims related to this project, Contractor’s insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Contractor’s insurance and shall not contribute with it.

Coverage Cancellation

Each insurance policy required herein shall be endorsed to state that “coverage shall not be reduced or canceled without 30 days’ prior written notice certain to the County.”

Acceptability of Insurers

Contractor’s insurance shall be placed with an insurance carrier holding a current A.M. Best & Company’s rating of not less than A:VII unless otherwise acceptable to the County. The County

reserves the right to require rating verification. Contractor shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein.

Material Breach

If for any reason, Contractor fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. County, in its sole option, may terminate the contract and obtain damages from Contractor resulting from breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Verification of Coverage

Contractor shall furnish County with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the County prior to County signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

EXHIBIT “B”

SHERIFF’S OFFICE DELIVERABLES

Pursuant to the Scope of Services discussed above, we will provide the following deliverables for the Tehama County Sheriff’s Office:

	Deliverable	Description	Date	Cost
1.	Project Plan	HMA will provide a detailed project plan outlining key task, deliverables, and target time frames.	8/15/2024	\$334.00
2.	Gaps Analysis and Plan to Close Gaps in Report Format	HMA consultants will assess Tehama County’s current readiness to ensure individuals have health coverage up to 90 days before release and upon release, the county’s readiness to provide pre-release services, and billing and claiming for such services. Gaps in readiness and recommendations to close the gaps will be provided in a report. This information will guide the development of the mandatory implementation plan and budget. Cost includes 3-day site visit and travel.	TBD based on extension date	\$115,681.00
3.	Eight Training Modules	HMA will deliver eight trainings for Sheriff’s Office staff, including the Medi-Cal Transformation PATH 3 initiative, reentry services, and billing and claiming.		\$10,874.00
4.	Shared, Web-Based Site for Resource Management	HMA will develop and maintain or support a web-based site to share resources with the Sheriff’s Office easily.		\$1,082.00
5.	Policy and Procedures Manual	HMA will develop a Medi-Cal Transformation PATH 3 policy and procedure manual		\$32,420.00
6.	Process Flows	HMA will develop process flows for all reentry services, billing, and claims		\$28,704.00
7.	Staffing Structure Recommendations and Job Descriptions	HMA will assess the current staffing structure, make recommendations for staffing, and help create job descriptions, as needed		Included in Gap Analysis

8.	Governance Structure Recommendations	HMA will advise on a sustainable governance structure for the county to design, implement, and ensure ongoing quality pre-release healthcare services	TBD based on extension date	\$11,678.00
9.	Development and Submission of Readiness Assessment	HMA will work closely with the Sheriff's Office to develop the plan addressing the DHCS required readiness elements, draft the readiness assessment, submit the readiness assessment and make any required adjustments.		\$188,455.00
10	Process and Templates	HMA will work closely with key stakeholders to establish processes and templates to collect and monitor required data, report on DHCS required measures, and implement corrective action plan processes to address operational challenges, if necessary		\$26,790.00
11	Continuous Quality Improvement Training and Recommendations	HMA will train Sheriff's Office staff and contractors on continuous quality improvement techniques and provide technical assistance on implementing a comprehensive health and reentry services CQI program		\$21,925.00
12	Review of Healthcare Contract and Recommendations	HMA will review the contract with your healthcare vendor and ensure it aligns with the MEDI-CAL TRANSFORMATION JI Initiative mandates. HMA will also provide actuarial services and recommended reimbursement models for your healthcare program.		\$21,925.00
13	Actuarial Analysis	An actuarial memorandum including an executive summary, methodology, and discussion and summary of estimated annual Medi-Cal revenue for 90-day pre-release services, along with all corresponding assumptions used under each scenario. This also provides the Tehama County Sheriff's Office the flexibility to change assumptions and review corresponding results.		\$26,210
14	Other Support as Needed	Support for additional implementation activities as requested by the Sheriff Dpt.		\$12,500

PROBATION DELIVERABLES

Pursuant to the Scope of Services discussed above, we will provide the following deliverables for the Tehama County Probation Department:

	Deliverable	Description	Date	Cost
1.	Project Plan	HMA will provide a detailed project plan outlining key tasks, deliverables, and target time frames.	15 days after contract execution	\$333.00
2.	Gaps Analysis and Plan to Close Gaps in Report Format	HMA consultants will assess Tehama County's current readiness to ensure individuals have health coverage up to 90 days prior to release and upon release, the county's readiness to provide pre-release services, and ensure billing and claiming for such services. Gaps in readiness and recommendations or closing the gaps will be provided in a report. From this, HMA will lead the Probation's Department in creating the budget and implementation plan design to be submitted to DHCS.	TBD – Based on Extension of IP Due Date	\$110,681.00
3.	8 Training Modules	HMA will deliver 8 trainings for Probation's Department staff, including topics such as the Cal Aim PATH 3 initiative, reentry services, MAT in carceral settings, and billing and claiming.		\$10,874.00
4.	Development of a shared, web-based site for resource management	HMA will maintain or support a web-based site to easily share resources with the Probation's Department.		\$1,082.00
5.	Policy and Procedures Manual	HMA will develop a Cal AIM PATH 3 Policy and Procedure Manual		\$32,420.00
6.	Process Flows	HMA will develop process flows for all reentry services, billing, and claiming.		\$28,704.00
7.	Staffing Structure Recommendations and Job Descriptions	HMA will assess the current staffing structure, make recommendations for staffing, and help create job descriptions, as needed		Included in Gaps Analysis
8.	Governance Structure Recommendations	HMA will advise on a sustainable governance structure for the county to design, implement, and ensure ongoing quality pre-release healthcare services		\$11,678.00
9.	Development and Submission of Readiness Assessment	HMA will work closely with the Probation Department to develop the plan addressing the DHCS required readiness elements, draft the readiness assessment, submit the readiness assessment and make any required adjustments.		\$171,530.00

10.	Process and templates for the established process to collect, monitor, and report on DHCS required measures, including corrective action processes to address operational challenges.	HMA will work closely with key stakeholders to establish processes and templates to collect required data and implement corrective action plans if necessary.	\$26,790.00
11.	Continuous Quality Improvement Training and Recommendations	HMA will train the Probation Department staff and contractors on continuous quality improvement (CQI) techniques and provide technical assistance on implementing a comprehensive health and reentry services CQI program.	\$21,925.00
12.	Provide recommendations regarding the delivery of healthcare services and associated agreements to align with CalAIM requirements	HMA will review the contract with your healthcare vendor and ensure it aligns with the CAL AIM JI Initiative mandates. HMA will also provide actuarial services and recommended reimbursement models for your healthcare program.	\$21,925.00
13.	Actuarial Analysis	An actuarial memorandum including an executive summary, methodology, and discussion and summary of estimated annual Medi-Cal revenue for 90-day pre- release services, along with all corresponding assumptions used under each scenario. This also provides the Tehama County Probation Office the flexibility to change assumptions and review corresponding results.	\$26,210
14	Other Support as Needed	Support for additional implementation activities as requested by the Probation Dpt.	\$12,261

STAFFING

John Volpe will serve as the project director and Tara Kelly will serve as project manager. Both will ensure timely completion of deliverables, coordinate team activities, and provide consistent communication with the Tehama County Agencies. Julie White, Daniel Dean, Rebekah Kharrazi, Christina Kadelski, and Jessica Perillo will be the primary staff on this project. Additional HMA staff will provide services for the project as appropriate. Short biographies for the individuals working on this project and an overview of HMA are provided at the end of this letter.

TERM OF AGREEMENT

This Agreement will begin on June 1, 2024, and shall continue in effect until September 30, 2026, unless terminated earlier by either party giving the other party thirty (30) days' written notice of termination. If this Agreement is terminated by a party's written notice of termination, you agree to compensate

HMA for all services rendered prior to HMA's actual knowledge of termination and for all out-of-pocket expenses incurred to date. The staffing arrangements and the scope of work stated in this letter apply to this project only.

PROJECT FEES

The services described above will be provided on a time-and-materials basis for a total of \$975,000. In addition, all out-of-pocket expenses will be reimbursed. Professional hourly rates and travel time will be billed as indicated in the table below. Project fees will not be incurred beyond the ascribed amount without your prior approval and a written amendment to this agreement signed by both parties. Finally, we will submit invoices monthly for services provided in the previous month. These invoices will be payable upon receipt.

Title	HMA 2024 Professional Hourly Rates	2024 Travel Time Rates
Principal Actuarial	\$495	N/A
Physician Principal	\$470	\$293
Managing Director	\$410	\$255
Managing Principal	\$410	\$255
Principal	\$400	\$250
Associate Principal	\$360	\$225
Senior Consultant	\$315	\$203
Consultant Actuary	\$280	N/A
Consultant 1	\$240	N/A
Consultant/ Associate	\$210	\$140
Research Associate	\$165	\$108
Project Manager	\$135	\$85
Clerical and Admin	\$120	\$60

HMA billing rates increase on January 1 of each calendar year unless agreed otherwise in writing.

CONFIDENTIALITY, NON-DISCLOSURE, CONFLICTS AND GENERAL TERMS

HMA often serves multiple clients within a certain industry or market, including those with potentially opposing interests, and HMA's relationship with you will not be an exclusive relationship. Accordingly, HMA may have served, may currently be serving, or may in the future serve, other companies whose interests may be adverse to yours. In all such situations, HMA is committed to maintaining the confidentiality of each client's information, and ensuring that your interests, proprietary and otherwise, are protected. To that end, HMA strictly adheres to our Policy and Guidelines Related to Conflicts of Interest and Proprietary Information which contain nondisclosure procedures (such as firewall protocols and other safeguards) to maintain each client's confidential information and ensure that your interests are protected.

Both parties acknowledge that, while performing work under this Agreement, a party may learn of or receive confidential, trade secret, or other proprietary information concerning the other party or third parties to whom the party is obligated to confidentiality (Confidential Information). Each party agrees to take at least such reasonable precautions to protect the other party's Confidential Information as it takes to protect its own Confidential Information and agrees to not disclose to any third party any Confidential Information belonging to the other party.

All services will be performed by HMA as an independent contractor. This Agreement does not create a relationship between the parties of employment, joint venture, or agency. You agree that, for a period of two (2) years from the date of termination of this Agreement, neither you nor any of your representatives will entice away, solicit for employment, or employ any current or former employee of HMA without the express written consent of HMA. With prior notice, HMA may change the staff assigned to provide the Consulting Services with staff of equal abilities and qualifications. HMA may enter into subcontractor agreements for the performance of the services.

Attached are our standard terms and conditions for the provision of services ("Terms and Conditions"), which are incorporated into this Letter Agreement. This Letter Agreement and the Terms and conditions will constitute the entire agreement between HMA and Tehama County related to the project described above. We are happy to discuss the proposed services and terms with you or provide any additional information you may require. The proposed services, staffing arrangements, and this Letter Agreement are valid for sixty days from the date of HMA's signature, after which the project fees and staff availability may be subject to change.

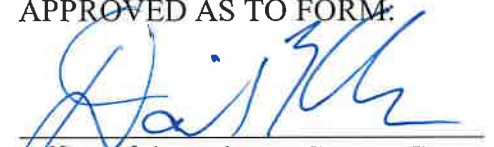
E-Contract Review
Approval as to Form

Department Name: Probation/TCSO

Vendor Name: Health Management Associates, Inc.

Document Description: Agreement for consulting for pre-release services (CalAIM)

APPROVED AS TO FORM:



Date: 11/3/24

Office of the Tehama County Counsel
Daniel B. Klausner, Senior Deputy County Counsel



Tehama County Minutes Certification

File Number: 24-2213

Enactment Number: MISC. AGR 2024-378

**15. SHERIFF'S OFFICE / PROBATION DEPARTMENT - Sheriff Dave Kain 24-2213
and Chief Probation Officer Pam Gonzalez**

a) AGREEMENT - Approval and authorization for the Chairman to sign the agreement with Health Management Associates, Inc., to provide consulting and technical assistance related to PATH Round 3 funding and CalAIM implementation for both correctional facilities, the Jail and Juvenile Detention Facility, set forth in Exhibit "B" with maximum compensation not to exceed \$975,000, effective 6/1/24 and shall terminate 9/30/26 (*Subject to receipt of insurance documentation*).

Sheriff Dave Kain and Chief Probation Officer Pam Gonzalez explained the benefits of the departments coming together regarding the CalAIM agreement and discussed the mandate and grant funding.

In response to Supervisor Moule, Mr. Kain explained the departments overlapping responsibilities and process.

In response to Supervisor Moule, Ms. Gonzalez explained the intent of CalAIM agreement regarding services for an incarcerated persons.

RESULT: APPROVED

MOVER: Pati Nolen

SECONDER: Candy Carlson

AYES: Supervisor Moule, Supervisor Carlson, Supervisor Nolen,
Vice Chair Hansen, and Chairperson Leach

Enactment No: MISC. AGR 2024-378

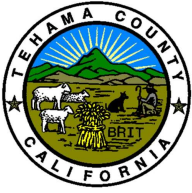
I, SEAN HOUGHTBY, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of an order adopted by said Board of Supervisors on 12/17/2024.

Attest:

Deputy

January 17, 2025

Date Certified



Tehama County

Agenda Request Form

File #: 26-0019

Agenda Date: 1/27/2026

Agenda #: 11.

PERSONNEL

Requested Action(s)

a) Request approval of compensation in lieu of Vacation/PTO time off during the 2026 calendar year for the employees listed on the attachment, in accordance with applicable MOU and contract provisions

Financial Impact:

Each department will account for the cost of pay in lieu of vacation/PTO time during the County's fiscal year budget process.

Background Information:

In accordance with IRS regulations regarding "constructive receipt," the County has negotiated procedures for pay in lieu of Vacation/PTO time off for County employees. Employees who are represented by the Joint Council bargaining unit, the Tehama County Management Employees' Association, Tehama County Deputy Sheriff's Association, Tehama County Law Enforcement Management Association, and the Tehama County Peace Officers' Association, as well as certain County employees who are paid via an individual contract, are required to make an irrevocable election prior to the end of the previous calendar year to receive pay in lieu of Vacation/PTO time off during the upcoming calendar year. Employees must meet the requirements specified in their respective MOUs or contract and cannot request payment be received until the hours requested have been accrued during the current calendar year. Once the hours have been accrued, the employee may complete the "Cash Out of Vacation / PTO Request Form" to receive pay in lieu of Vacation/PTO time off in a future paycheck during the current calendar year.

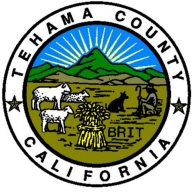
The employees on the attached list have submitted an "Irrevocable Vacation/PTO Cash Out Request" form to the Personnel Office. Approval is requested for the Auditor's Office to process payment of the requested hours upon receipt of the "Cash Out of Vacation/PTO Request Form," provided all requirements for the cash out have been met by the employee. If an employee has not submitted a "Cash Out of Vacation/PTO Request Form" by the last payroll in December 2026, the Auditor's Office will include pay for the number of hours designated by the employee in the employee's final paycheck of 2026.

Employee ID	Bargaining Unit	Department	Hours
E01064	TCMEA	1052	40
E01076	JOINT COUNCIL	2013	40
E01097	CONTRACT	4013	60
E01179	TCMEA	2013	60
E01289	JOINT COUNCIL	1021	40
E01327	JOINT COUNCIL	5013	40
E01339	JOINT COUNCIL	5013	30
E01560	LEMA	2027	40
E01561	JOINT COUNCIL	3011	40
E01574	JOINT COUNCIL	3011	40
E01587	TCMEA	5013	30
E01694	TCMEA	2037	60
E01760	JOINT COUNCIL	4017	40
E01913	DSA	2027	60
E01933	DSA	2027	60
E01939	TCMEA	2011	60
E02105	TCMEA	4011	60
E02238	JOINT COUNCIL	5013	10
E02349	JOINT COUNCIL	6021	40
E02374	DSA	2027	40
E02384	JOINT COUNCIL	4013	40
E02417	JOINT COUNCIL	1021	40
E02575	DSA	2027	40
E02628	JOINT COUNCIL	2013	40
E02629	JOINT COUNCIL	5013	40
E02643	JOINT COUNCIL	2013	40
E02687	LEMA	2037	60
E02744	JOINT COUNCIL	3011	40
E02767	DSA	2032	24
E02821	TCMEA	1014	40
E03002	DSA	2035	40
E03020	JOINT COUNCIL	3011	40
E03180	DSA	2027	40
E03215	LEMA	2032	60
E03250	DSA	2027	40
E03271	JOINT COUNCIL	5013	40
E03311	TCMEA	1023	40
E03315	JOINT COUNCIL	1021	40
E03335	TCMEA	2013	60
E03364	TCMEA	4013	60
E03399	TCMEA	4011	60
E03440	JOINT COUNCIL	1023	40
E03448	POA	2037	40

E03466	JOINT COUNCIL	5013	40
E03477	JOINT COUNCIL	5013	40
E03478	JOINT COUNCIL	5013	25
E03487	JOINT COUNCIL	3011	40
E03582	POA	2037	30
E03613	JOINT COUNCIL	4012	40
E03667	JOINT COUNCIL	1021	40
E03680	JOINT COUNCIL	5015	40
E03681	JOINT COUNCIL	4013	40
E03682	POA	2037	40
E03689	TCMEA	1014	40
E03697	JOINT COUNCIL	4013	25
E03728	JOINT COUNCIL	5013	40
E03731	JOINT COUNCIL	5013	40
E03741	JOINT COUNCIL	1021	40
E03745	TCMEA	2061	60
E03759	JOINT COUNCIL	4013	40
E03794	POA	2035	40
E03798	POA	2037	40
E03814	JOINT COUNCIL	1074	40
E03833	JOINT COUNCIL	5013	40
E03850	TCMEA	1022	60
E03861	POA	2037	40
E03867	DSA	2023	40
E03889	JOINT COUNCIL	2013	40
E03934	DSA	2027	40
E03947	CONTRACT	0601	60
E03948	TCMEA	2078	60
E03970	JOINT COUNCIL	4013	40
E03983	DSA	2027	40
E03986	JOINT COUNCIL	2036	40
E03996	JOINT COUNCIL	2037	40
E04006	POA	2037	40
E04015	JOINT COUNCIL	5013	30
E04029	JOINT COUNCIL	5013	40
E04038	DSA	2072	40
E04059	JOINT COUNCIL	2065	40
E04068	JOINT COUNCIL	3011	40
E04072	CONTRACT	4045	40
E04087	JOINT COUNCIL	4011	40
E04091	DSA	2032	40
E04108	POA	2035	40
E04134	TCMEA	5013	60
E04143	DSA	2027	40

E04145	DSA	2027	40
E04163	TCMEA	4012	60
E04183	POA	2037	40
E04189	JOINT COUNCIL	2027	40
E04192	JOINT COUNCIL	2077	40
E04201	JOINT COUNCIL	5013	40
E04223	CONTRACT	1041	40
E04231	JOINT COUNCIL	4013	40
E04232	JOINT COUNCIL	5013	40
E04261	LEMA	2036	60
E04280	CONTRACT	2061	40
E04285	JOINT COUNCIL	1023	40
E04291	POA	2037	40
E04298	JOINT COUNCIL	2065	40
E04328	POA	2035	40
E04337	JOINT COUNCIL	5013	20
E04360	POA	2035	40
E04365	JOINT COUNCIL	4025	40
E04376	JOINT COUNCIL	5013	40
E04395	DSA	2027	40
E04399	JOINT COUNCIL	1026	40
E04493	TCMEA	3033	60
E04519	POA	2037	40
E04552	JOINT COUNCIL	5013	40
E04558	JOINT COUNCIL	6031	40
E04580	JOINT COUNCIL	2036	40
E04596	DSA	2032	40
E04646	DSA	2027	40
E04665	DSA	2027	40
E04689	JOINT COUNCIL	5013	40
E04692	POA	2036	40
E04702	JOINT COUNCIL	5013	40
E04708	JOINT COUNCIL	4013	40
E04723	POA	2037	40
E04742	JOINT COUNCIL	5013	35
E04744	JOINT COUNCIL	4013	40
E04751	JOINT COUNCIL	3011	40
E04760	POA	2036	10
E04790	JOINT COUNCIL	4013	40
E04802	JOINT COUNCIL	4013	40
E04836	JOINT COUNCIL	2077	25
E04851	JOINT COUNCIL	3011	20
E04860	JOINT COUNCIL	2031	40
E04865	DSA	2027	40

E04882	JOINT COUNCIL	2013	40
E04889	LEMA	4026	40
E04912	JOINT COUNCIL	2036	40
E04920	JOINT COUNCIL	5013	40
E04927	JOINT COUNCIL	1021	20
E04947	DSA	2032	40
E04978	JOINT COUNCIL	4025	40
E04993	TCMEA	1023	40
E05028	JOINT COUNCIL	4013	30
E05064	JOINT COUNCIL	4026	40
E05085	JOINT COUNCIL	5013	40



Tehama County

Agenda Request Form

File #: 26-0040

Agenda Date: 1/27/2026

Agenda #: 12.

**SHERIFF'S OFFICE / PUBLIC WORKS / ASSESSOR / SOCIAL SERVICES / HEALTH SERVICES
AGENCY / ANIMAL SERVICES**

Requested Action(s)

a) Request approval of certificates recognizing the following employees for their years of faithful and dedicated service to the County of Tehama:

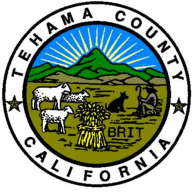
- 1) SHERIFF'S OFFICE - Christopher Thomas, 20 years
- 2) PUBLIC WORKS - Daniel Hencratt, 25 years
- 3) ASSESSOR - Burley Phillips, 10 years
- 4) SOCIAL SERVICES - Glen Capobianco, 15 years
- 5) HEALTH SERVICES AGENCY - Afton Williams, 10 years
- 6) ANIMAL SERVICES - Shawnee Winterson, 10 years

Financial Impact:

None

Background Information:

None



Tehama County

Agenda Request Form

File #: 26-0051

Agenda Date: 1/27/2026

Agenda #: 13.

ELECTIONS - Registrar of Voters Sean Houghtby

Requested Action(s)

- a) Declare 3 vacancies for the position of Thomes Creek Water District Director
- b) Board discussion and direction to staff regarding the candidate selection process to fill the vacancies

Financial Impact:

No financial impact associated with this item.

Background Information:

The Thomes Creek Water District is in Tehama County, west of Richfield, and encompasses the Thomes Creek area. The Water District serves approximately 25 registered voters and supplies water for agricultural use. This district currently has no Directors and received no applicants the last time it was up for election.

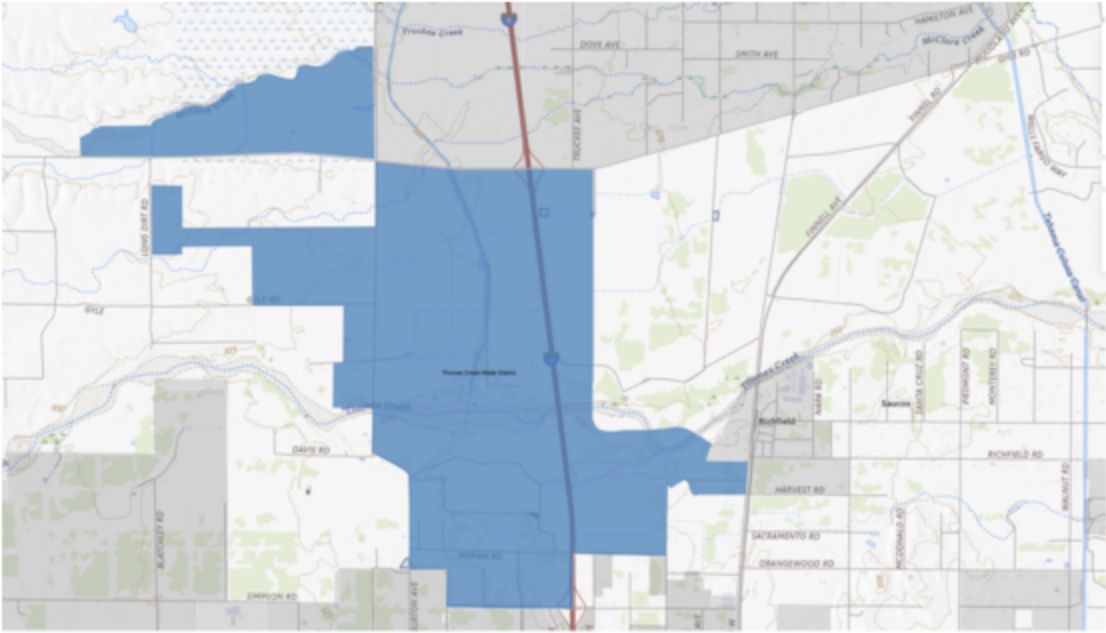
Pursuant to Government Code section 1780(h), the Board of Supervisors may appoint enough members to constitute a quorum, allowing the District to conduct business. The three appointed members may then appoint two additional members to fill the five seats on the Board. At the next regularly scheduled election for the District, all appointees will stand for election.

Posting requirements for this position are that the announcement be posted on the County website and in 3 places within the District boundaries. Staff proposes to run the announcement in the local papers due to the rural nature of the area and lack of gathering places to post the announcement.

The department proposes running a recruitment for these positions starting 1/28/26 through 2/23/26. Each applicant must own property in the District to be eligible for appointment. The application will include a Declaration of Candidacy and a Candidate Statement of Qualifications. Interviews of eligible candidates are planned to be conducted as follows:

- 1) Candidate statement of interest and qualifications, not to exceed 3 minutes per candidate.
- 2) Questions from the Board, with a 2-minute time limit per question.
- 3) The Board will publicly vote to appoint candidates.

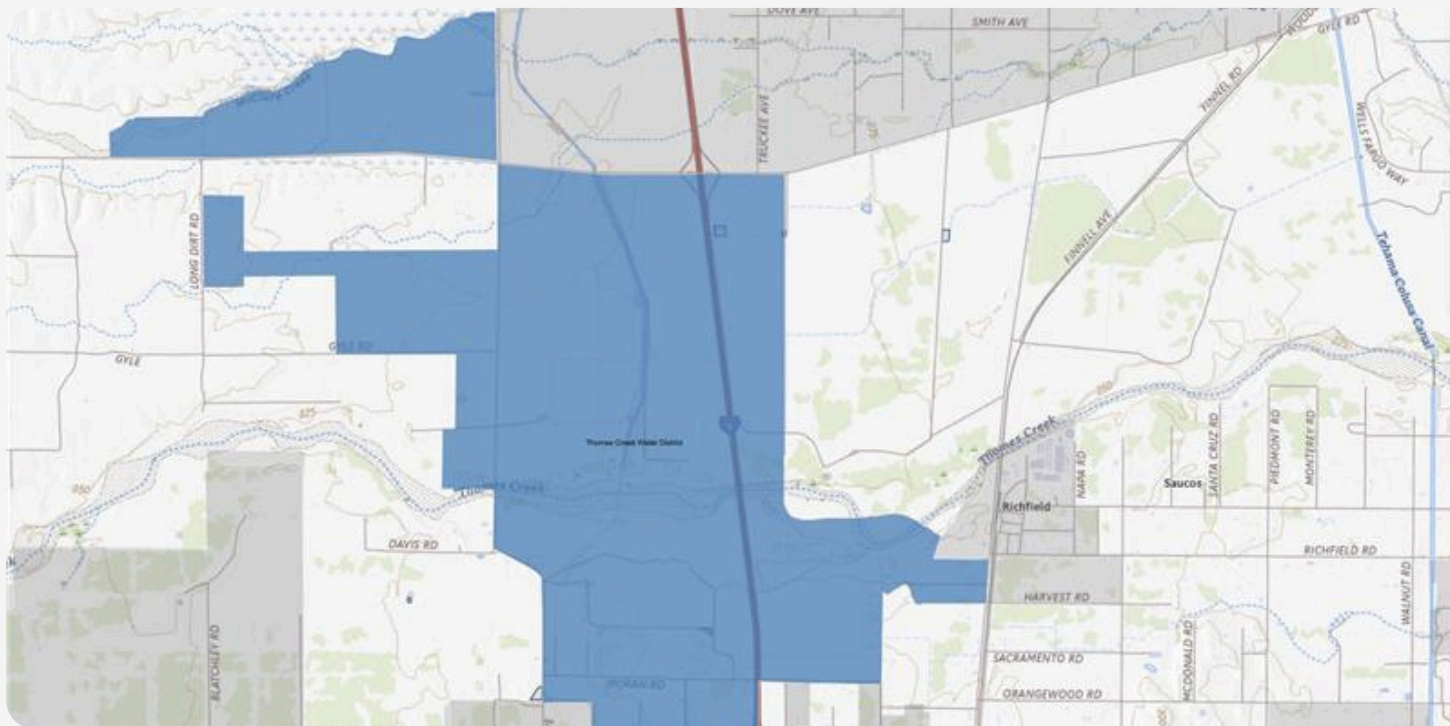
The interview process is not prescribed by Government Code and is therefore within the discretion of the Board. The proposed selection process is consistent with the procedures used to fill comparable vacancies for other elected positions.



NOTICE OF VACANCY

THOMES CREEK WATER DISTRICT

BOARD OF DIRECTORS



The Tehama County Board of Supervisors will be appointing 3 members to the Thomes Creek Water District Board of Directors.

Submittal Requirements

- Landowner in District
- Submit Declaration of Candidacy
- Submit Candidate Statement of Qualifications

Interviews and appointments will be conducted publicly during a Board of Supervisors meeting.

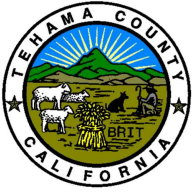
Documents shall be submitted to
Tehama County Elections
633 Washington St., Room 17
Red Bluff, CA 96080

Submittals accepted until
4:00 PM
February 23, 2026

Questions regarding the process can be directed to Tehama County Elections

 elections@tehama.gov

 530-527-8190



Tehama County

Agenda Request Form

File #: 26-0017

Agenda Date: 1/27/2026

Agenda #: 14.

VETERAN SERVICES - Veteran Services Officer Shawn Bondon

Requested Action(s)

a) INFORMATIONAL PRESENTATION - Regarding the Tehama County Veteran Services January 2026 Report for the Board of Supervisors

Financial Impact:

There is no financial impact.

Background Information:

The Veteran Services Officer brings information to the board on a bi-annual basis to keep them informed of what is happening in the department.



VSO JANUARY 2026 REPORT FOR BOARD OF SUPERVISORS

SHAWN BONDON
TEHAMA COUNTY VETERANS
SERVICES OFFICER



“PLACING VETERANS FIRST”

Veterans Service Office Staff

- VSO, *Shawn Bondon*
 - United States Navy(1981-1987),
Electronics Technician
- VSR, *Travis Thomas*
- Office Assistant, *Kayla Larson*



WHAT IS A VETERAN...

“A person who served in the active military, naval, or air service and who was discharged or released under conditions other than dishonorable.”

-VA

US Military Branches

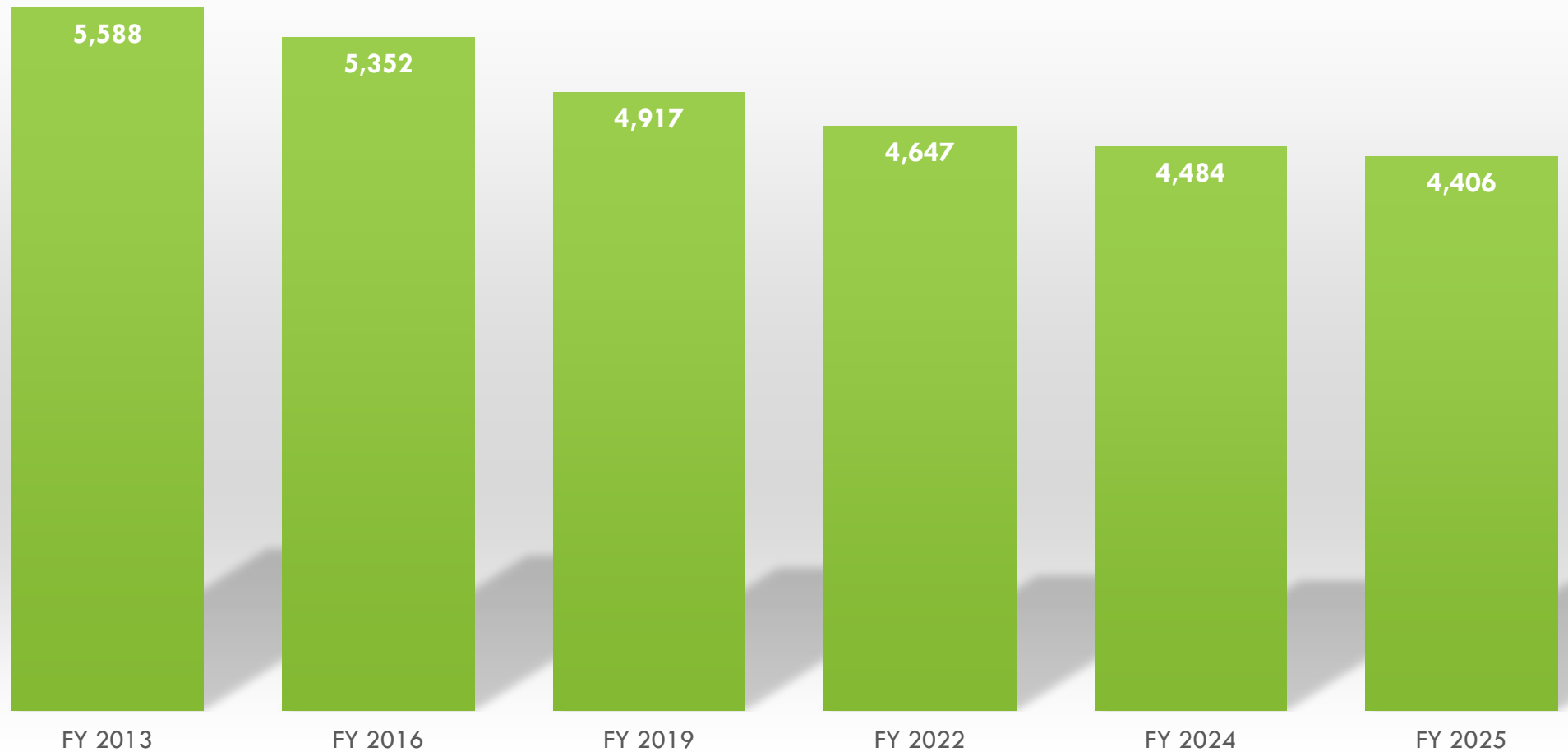
- Army
- Navy
- Marines
- Coast Guard
- Air Force





“Placing Veterans First”

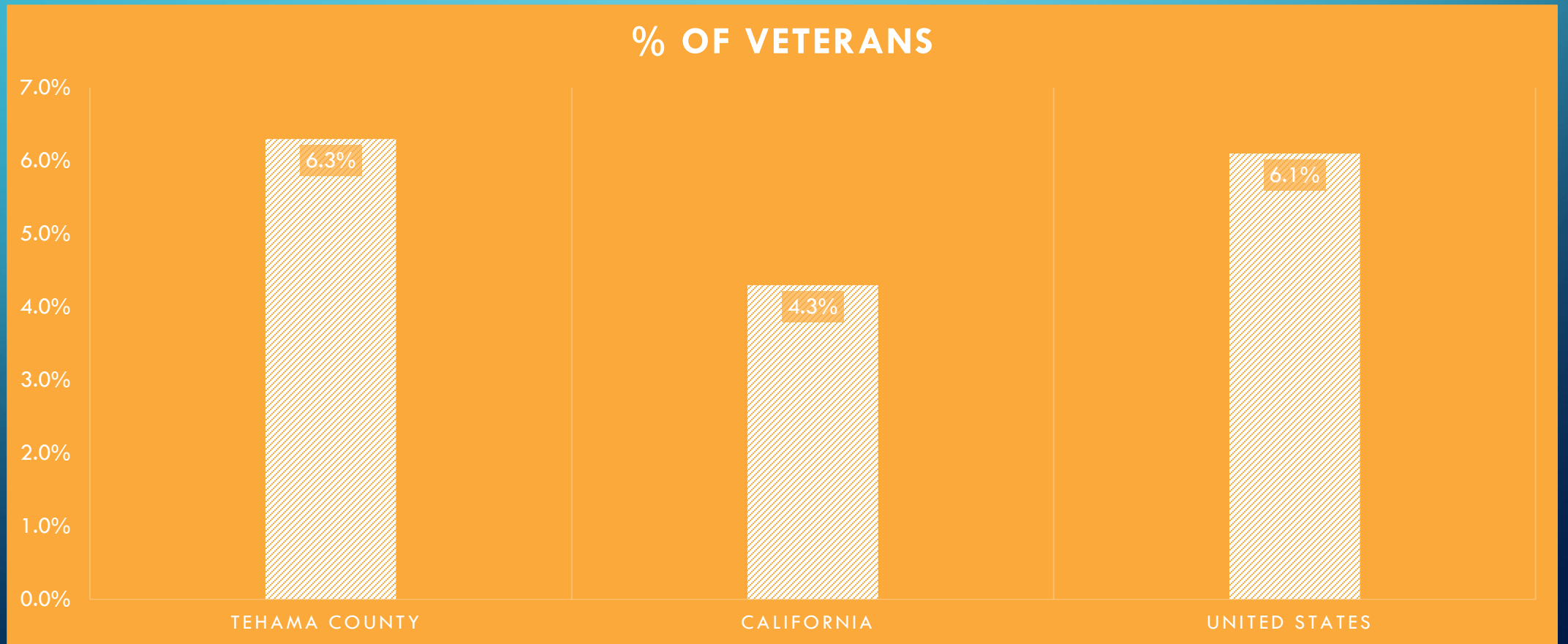
Tehama County Population of Veterans





“Placing Veterans First”

VETERAN POPULATION PERCENTAGE





“PLACING VETERANS FIRST”

Type of Claims Assistance

Enroll in VA Health Care and CHAMPVA

Service-connected compensation

Low-income pension for wartime era Veterans over age 65

College Fee Waivers

Aid and Attendance – Housebound Veterans

Individual Unemployability (IU)

Burial Benefits

Survivor pension for qualified surviving spouses



“Placing Veterans First”

Types of Non-Claim Assistance



Help with DD-214's(Discharge Papers), Medals, and Citations



Change Phone Numbers, Addresses, and Bank Account Information in VA Profile



Disability Percentage Verification Letters and Income Verification Letters Faxed from VA



Referrals to Housing, Employment Resources, Social Services, Nations Finest, P.A.T.H(Poor And The Homeless), and the County Assessors Office



Check on Claim Status, Provide Copies of Decision Letters and Discharge Papers, Answer questions about Home Care Processes as well as the Community Care Program Process



“Placing Veterans First”

Types of Non-Claim Assistance

01

Marriage License and
Divorce Decree
Research

02

Inquiries to Veterans
about the status of
Completing Paperwork,
Counseling, Medical
Appointments, or
Obtaining Medical
Records

03

MC-05's and Other
Assistance

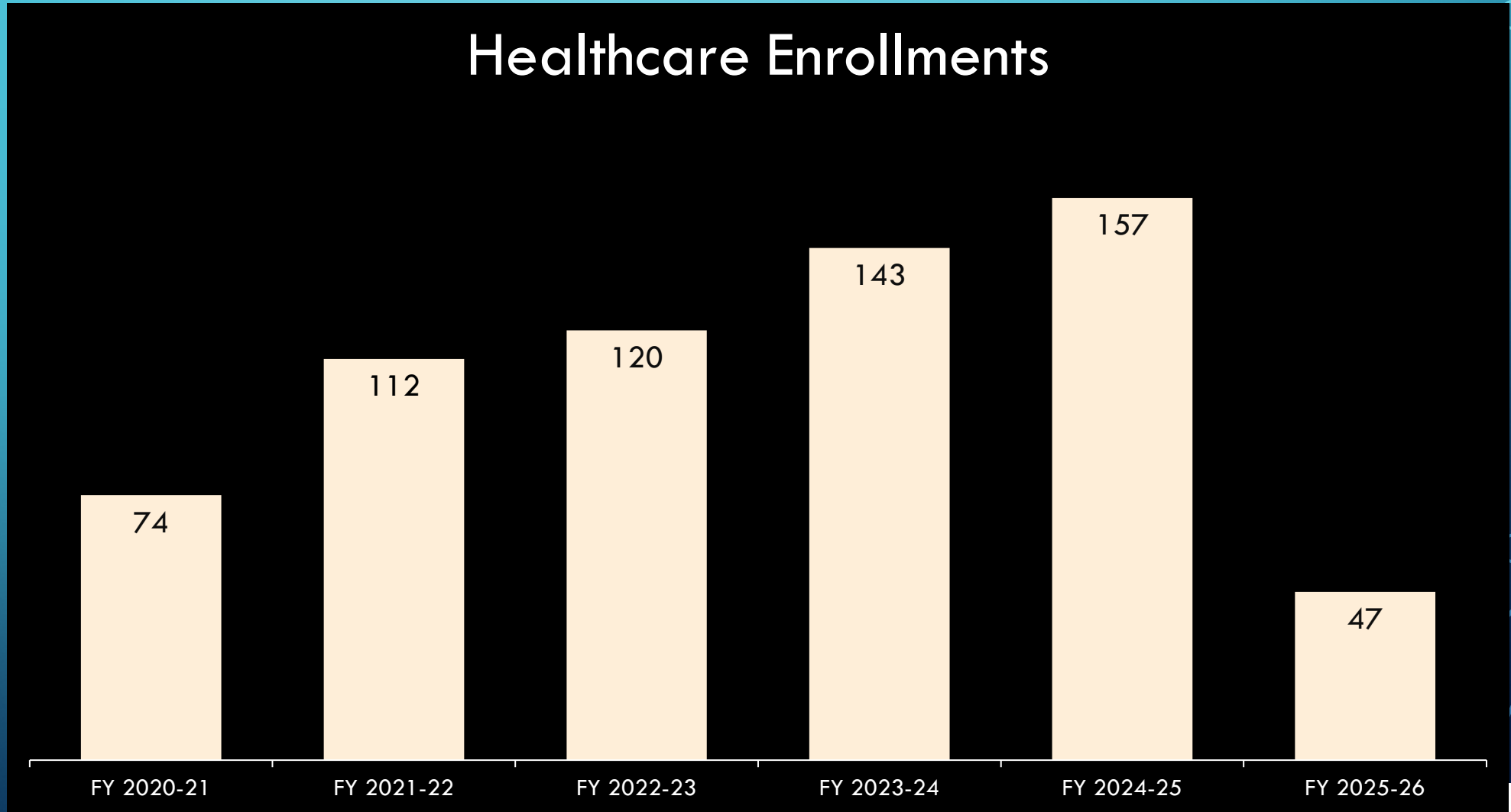
04

DMV Verification



“PLACING VETERANS FIRST”

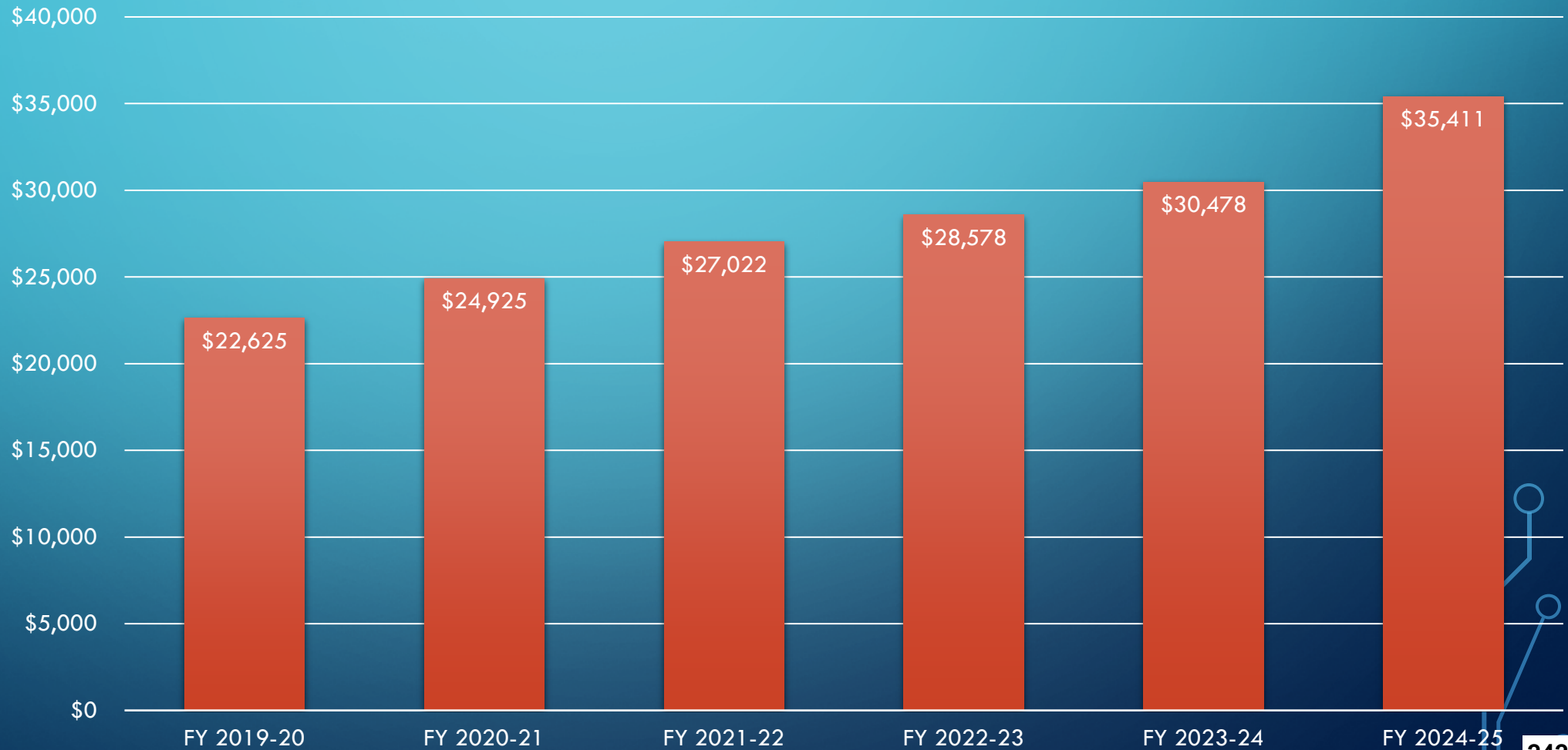
Healthcare Enrollments





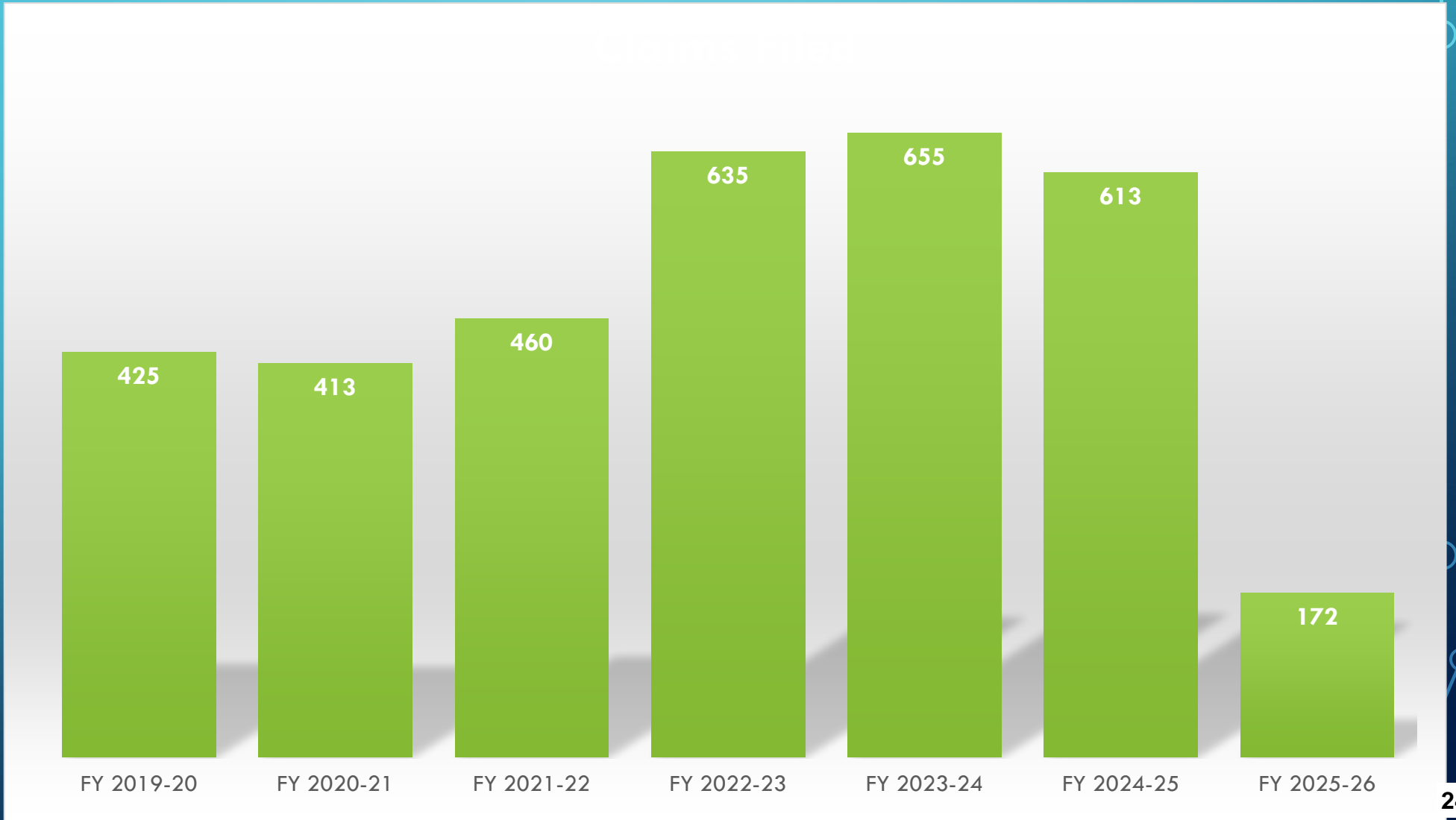
“PLACING VETERANS FIRST”

VA Healthcare Expenditures in Millions





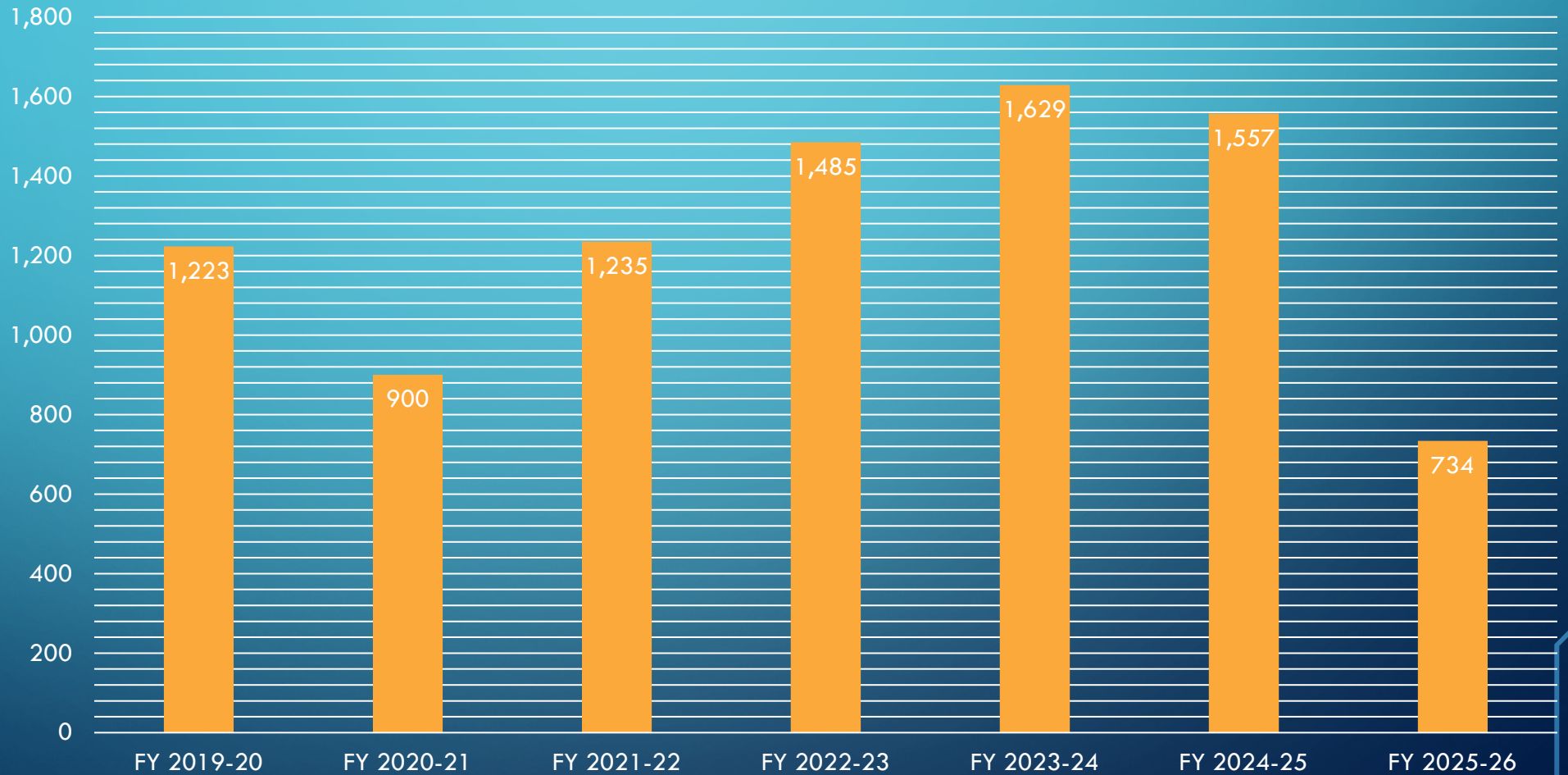
“Placing Veterans First”





“Placing Veterans First”

Total WLU's

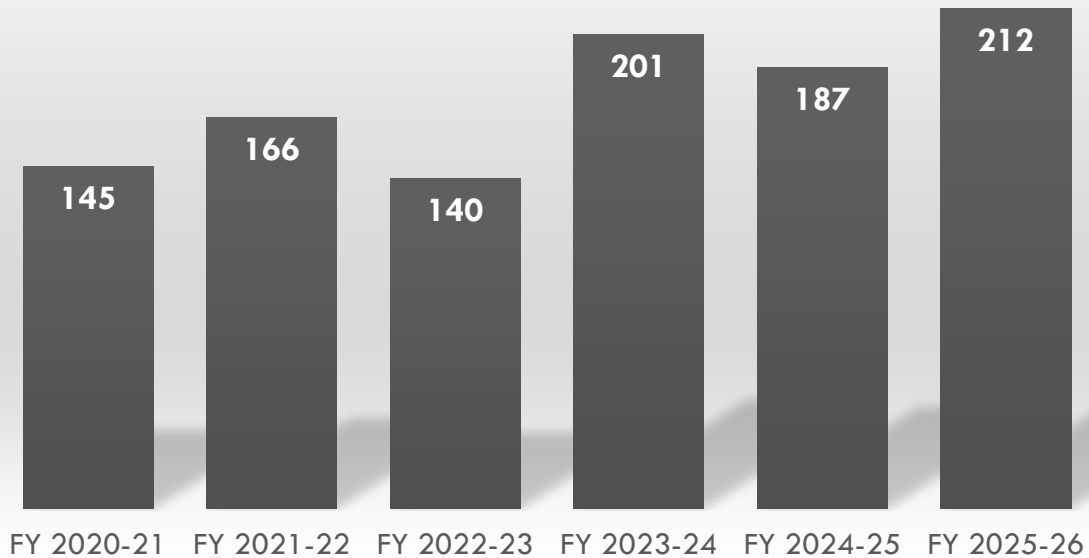




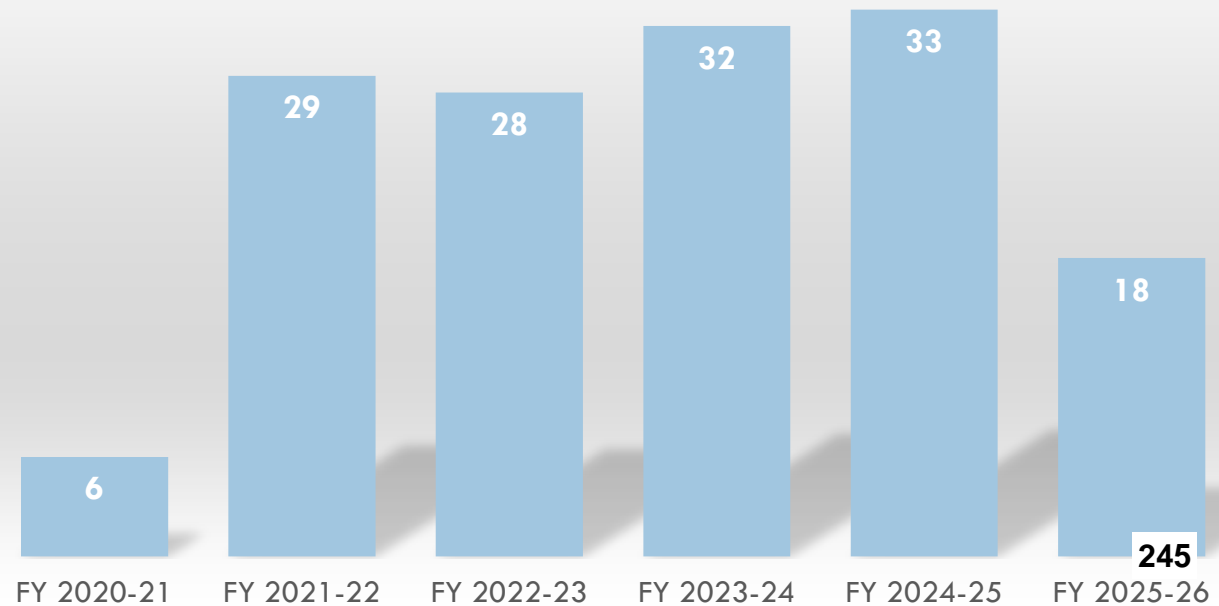
“Placing Veterans First”

SOCIAL SERVICES

MC-05



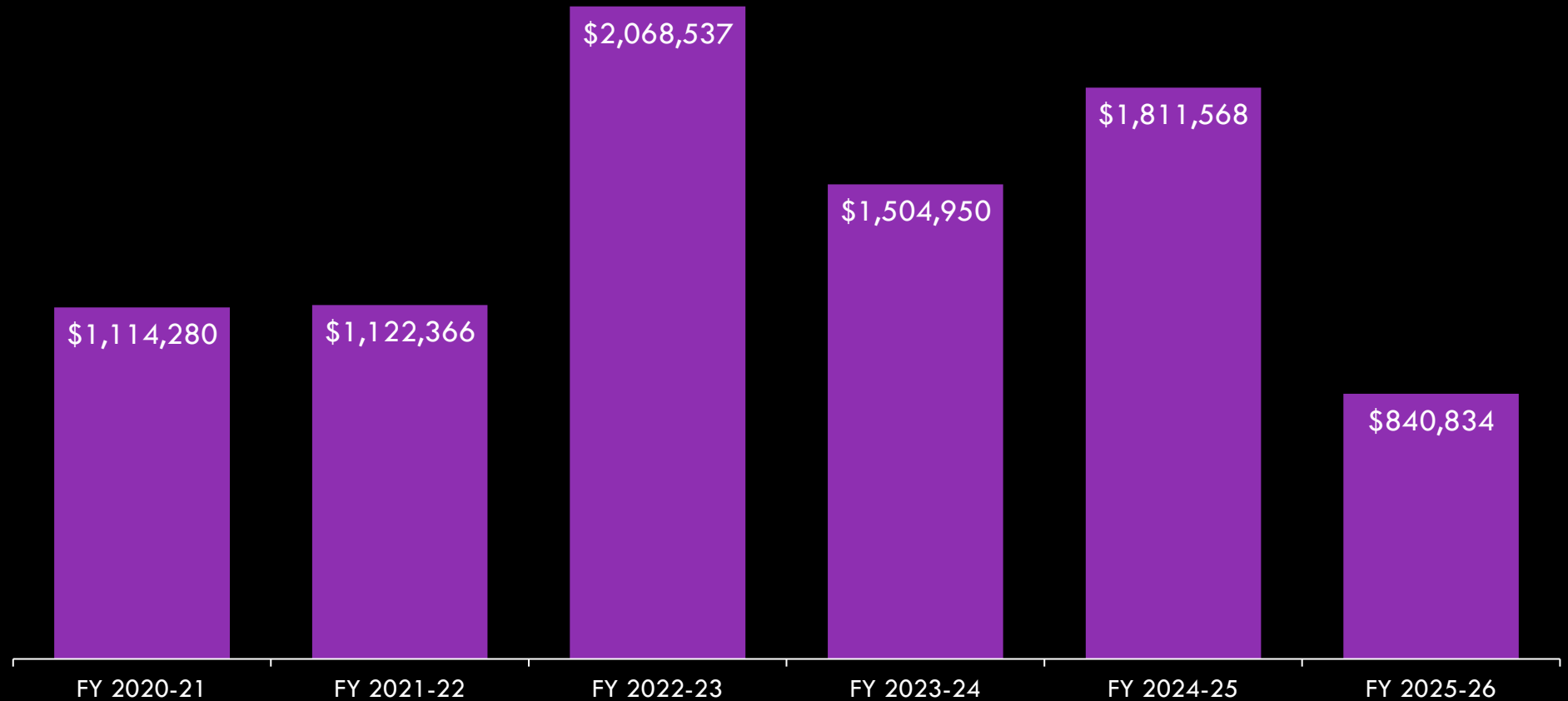
10 WLU's





“PLACING VETERANS FIRST”

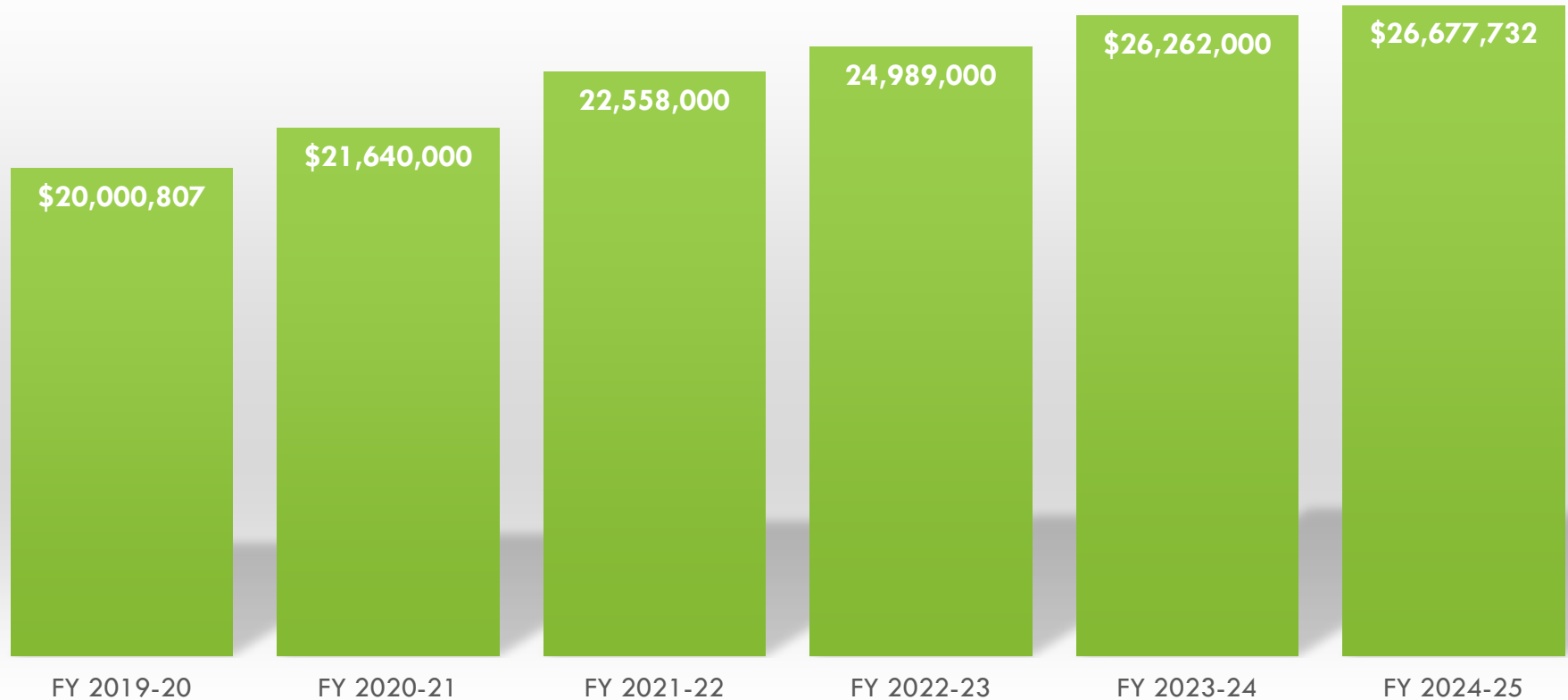
Veterans Tax-Free Retroactive Pay Earned





“PLACING VETERANS FIRST”

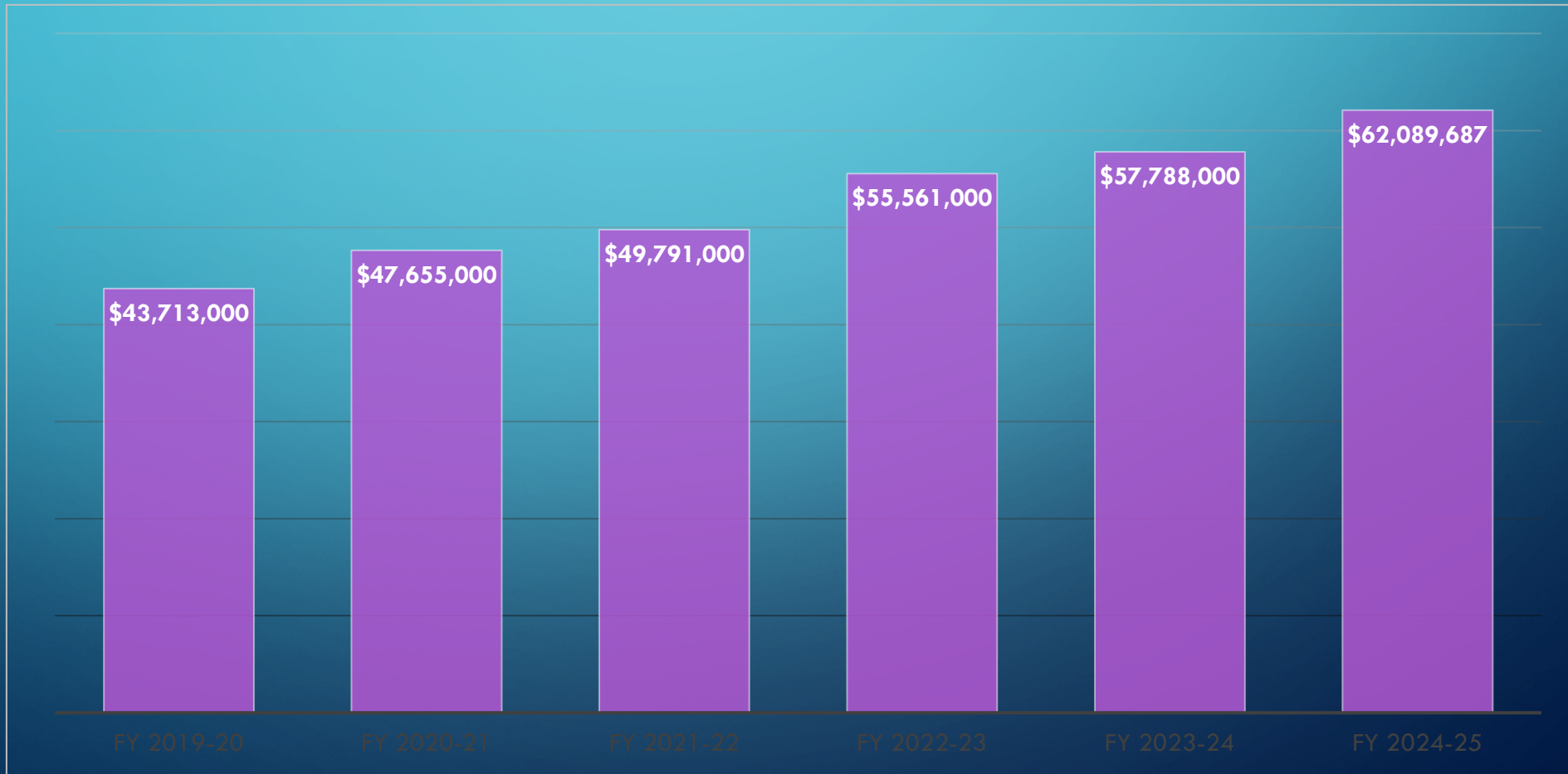
Total County Annual Payments to Veterans





“PLACING VETERANS FIRST”

Total Annual Expenditures for Veterans

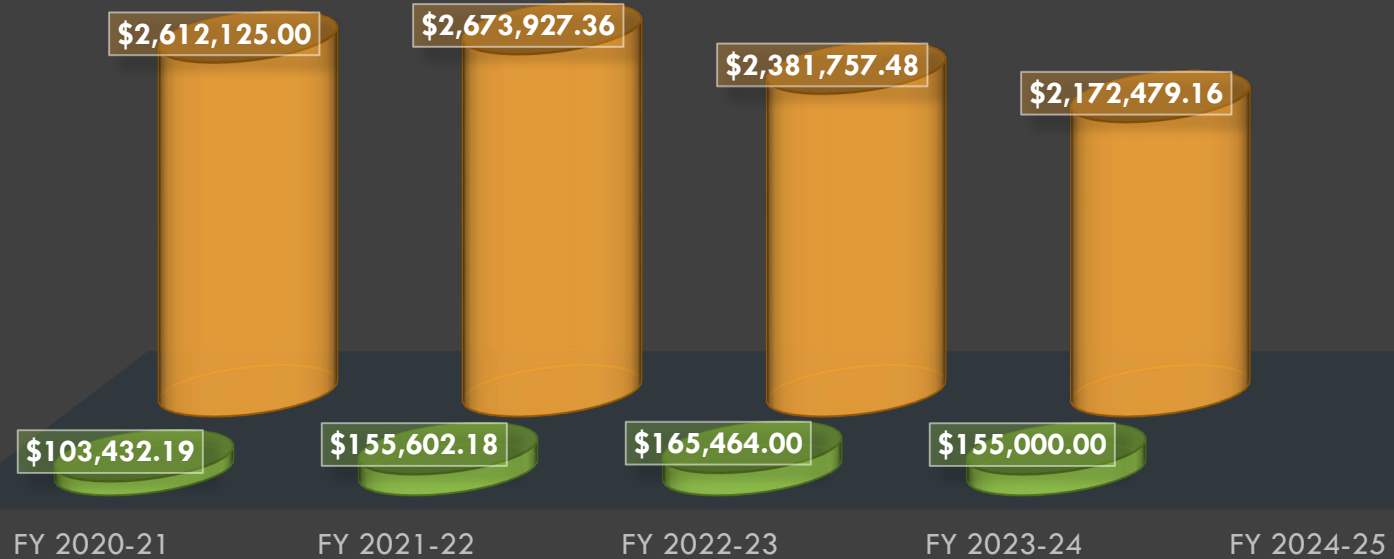




“PLACING VETERANS FIRST”

RETURN ON INVESTMENT

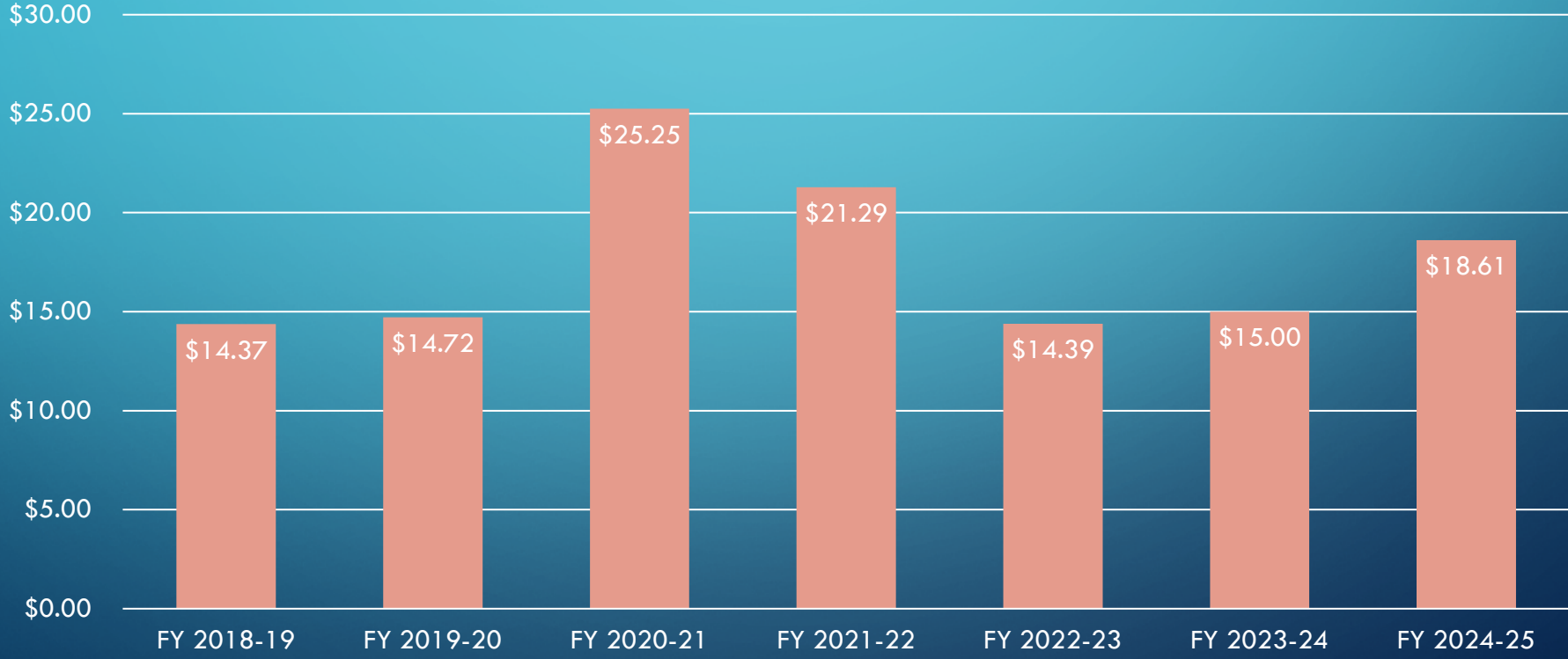
■ County Cost ■ New Awards





“Placing Veterans First”

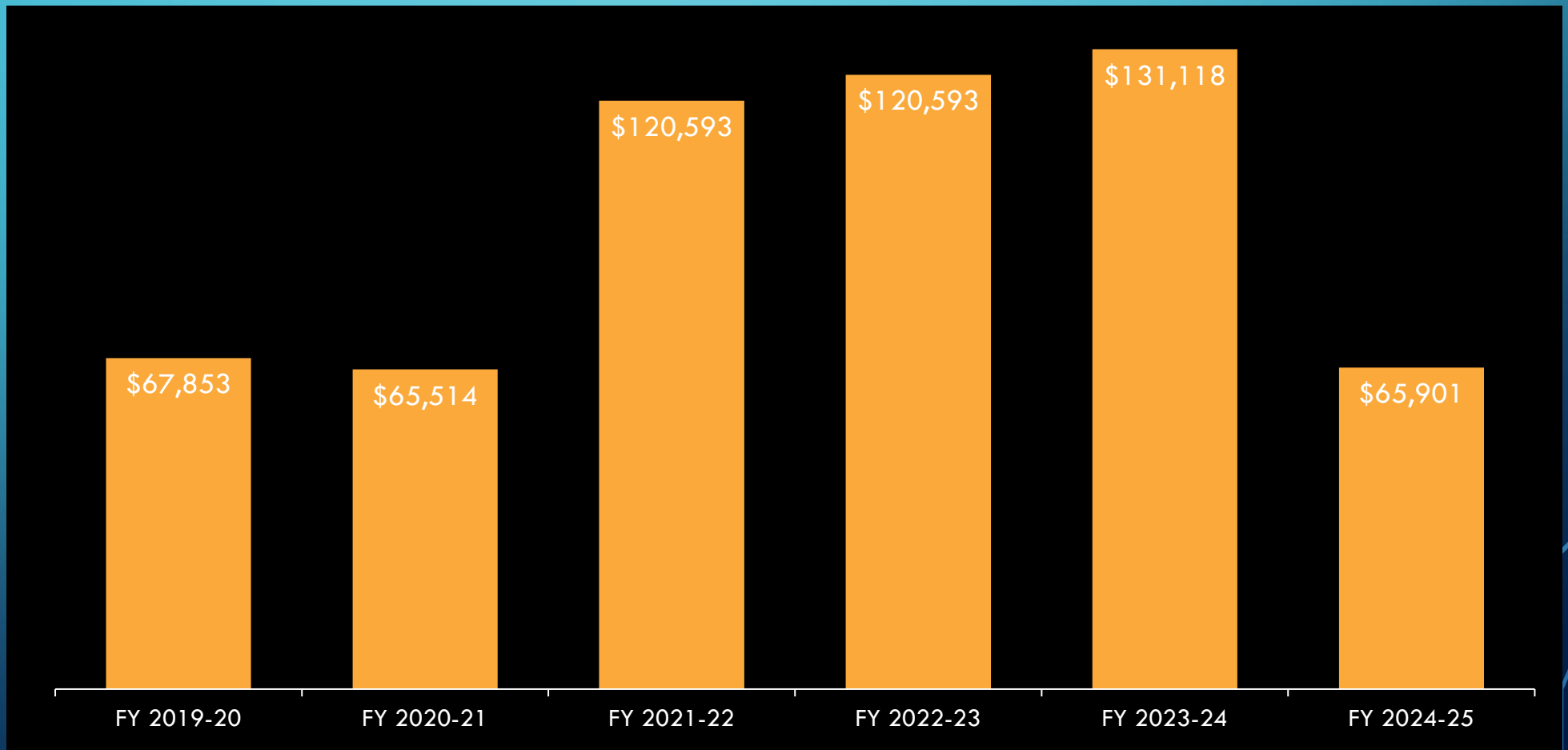
RETURN ON INVESTMENT II DOLLARS EARNED PER \$1 INVESTED





“PLACING VETERANS FIRST”

Total Subvention Dollars to County Budget





TEHAMA COUNTY

VETERANS SERVICE OFFICE



Tehama County

Agenda Request Form

File #: 26-0047

Agenda Date: 1/27/2026

Agenda #: 15.

PROBATION - Chief Probation Officer Pam Gonzalez

Requested Action(s)

a) AGREEMENT - Request approval and authorization for Chief Probation Officer to sign the agreement with Northern Valley Catholic Social Services for the purpose of providing Social Emotional Competency workshops to juveniles served by the Tehama County Juvenile Justice Center and Juvenile Detention Facility, with maximum compensation not to exceed \$96,188, effective 1/1/26 and shall terminate 12/31/26

Financial Impact:

Costs incurred as a result of services provided by this agreement will be paid out of previously budgeted funds in Budget Unit 2037-53230 (Professional Services) and 2036-53230 (Professional Services).

Background Information:

Tehama County Probation desires to partner with Northern Valley Catholic Social Services (NVCSS) in order to provide justice involved youth with opportunities to build resilience, enhance coping skills, and reduce risk factors associated with depression, anxiety, and emotional distress. The program that NVCSS will administer is listed on the California Evidence-Based Clearinghouse for Child Welfare (CEBC) as having Promising Research Evidence, and continues to be recognized internationally as a model for early mental health promotion in adolescents.

**AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND
NORTH VALLEY CATHOLIC SOCIAL SERVICES**

This agreement is entered into between the County of Tehama, through its Department of Probation, (“County”) and North Valley Catholic Social Services (“Contractor”) for the purpose of providing Social Emotional Competency workshops to juveniles served by Tehama County Probation Juvenile Detention Facility and Juvenile Justice Center.

1) RESPONSIBILITIES OF CONTRACTOR

During the term of this agreement, Contractor shall provide services as specified in Exhibit “B”.

2) RESPONSIBILITIES OF THE COUNTY

County shall compensate Contractor for said services pursuant to Section 3 and 4 of this agreement.

3) COMPENSATION

Contractor shall be paid in accordance with the rates set forth in the Fee Schedule, attached hereto as Exhibit “B”, after satisfactorily completing the duties described in this Agreement. The Maximum Compensation payable under this Agreement shall not exceed \$96,188.00. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Contractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation amount set forth above. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this Agreement.

4) BILLING AND PAYMENT

On or before the 15th of each month, Contractor shall submit to County an itemized invoice for all services rendered during the preceding calendar month. County shall make payment of all

undisputed amounts within 30 days of receipt of Contractor's invoice. County shall be obligated to pay only for services properly invoiced in accordance with this section.

5) TERM OF AGREEMENT

This agreement shall commence on January 1st, 2026, and shall terminate December 31st, 2026, unless terminated in accordance with section 6 below.

6) TERMINATION OF AGREEMENT

If Contractor fails to perform his/her duties to the satisfaction of the County, or if Contractor fails to fulfill in a timely and professional manner his/her obligations under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then the County shall have the right to terminate this agreement effective immediately upon the County giving written notice thereof to the Contractor. Either party may terminate this agreement on 30 days' written notice. County shall pay contractor for all work satisfactorily completed as of the date of notice. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased or should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year.

The County's right to terminate this agreement may be exercised by the Chief Probation Officer.

7) ENTIRE AGREEMENT; MODIFICATION

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no other oral or written representation.

8) NONASSIGNMENT OF AGREEMENT

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate or sublet any interest herein without the prior written consent of the County.

9) EMPLOYMENT STATUS

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this agreement; provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of the County is to ensure that the services shall be rendered and performed in a competent, efficient, and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the Federal government, which would be withheld from compensation of Contractor, if Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Contractor shall not be eligible for coverage under County's Workers Compensation Insurance Plan, nor shall Contractor be eligible for any other County benefit.

10) INDEMNIFICATION

Contractor shall defend, hold harmless, and indemnify Tehama County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of County) being damaged, arising out of contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, whether by negligence or otherwise. Contractor shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. Contractor shall also defend and indemnify County against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the County with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

11) INSURANCE

Contractor shall procure and maintain insurance pursuant to Exhibit A, "Insurance Requirements for Contractor," attached hereto and incorporated by reference.

12) PREVAILING WAGE

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. (Prevailing Wage Laws), which require the payment of prevailing wage rates and the performance of other requirements on certain public works and maintenance projects. Contractor shall pay, at least, the general prevailing wage rates, as determined by the Director of the Department of Industrial Relations of the State of California, for all work hereunder. Contractor further agrees to fully comply with and to require its subcontractor to fully comply with such Prevailing Wage Laws. County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code Section 1773 at its principal office and will make this information available to any interested party upon request. Contractor shall defend, indemnify, and hold the County, its elected officials, officers, employees, and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Contractor or its subcontractors to comply with the Prevailing Wage Laws.

Contractor acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no contractor or subcontractor may be listed on a bid proposal or be awarded a contract for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 with exceptions from this requirement specified under Labor Code sections 1725.5(f), 1771.1(a) and 1771.1(n).

Contractor acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

13) NON-DISCRIMINATION

Contractor shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

14) GREEN PROCUREMENT POLICY

Through Tehama County Resolution No. 2021-140, the County adopted the Recovered Organic Waste Product Procurement Policy (available upon request) to (1) protect and conserve natural resources, water and energy; (2) minimize the jurisdiction's contribution to pollution and solid waste disposal; (3) comply with state requirements as contained in 14 CCR Division 7, Chapter 12, Article 12 (SB 1383); (4) support recycling and waste reduction; and (5) promote the purchase of products made with recycled materials, in compliance with the California Integrated Waste Management Act of 1989 (AB 939) and SB1382 when product fitness and quality are equal and they are available at the same or lesser cost of non-recycled products. Contractor shall adhere to this policy as required therein and is otherwise encouraged to conform to this policy.

15) COMPLIANCE WITH LAWS AND REGULATIONS

All services to be performed by Contractor under to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the County immediately.

16) LAW AND VENUE

This agreement shall be deemed to be made in and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

17) AUTHORITY

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

18) NOTICES

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first class mail to the following addresses:

- a. If to County: Pam Gonzalez, Chief Probation Officer
Tehama County Probation
1840 Walnut St.
Red Bluff, CA 96080

- b. If to Contractor: North Valley Catholic Social Services
10 Independence Circle
Chico, CA 95973

Notice shall be deemed to be effective two days after mailing.

19) NON-EXCLUSIVE AGREEMENT:

Contractor understands that this is not an exclusive agreement, and that County shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by Contractor, or to perform such services with County's own forces, as County desires.

20) STANDARDS OF THE PROFESSION

Contractor agrees to perform its duties and responsibilities pursuant to the terms and conditions of this agreement in accordance with the standards of the profession for which Contractor has been properly licensed to practice.

21) LICENSING OR ACCREDITATION

Where applicable the Contractor shall maintain the appropriate license or accreditation through the life of this contract.

22) RESOLUTION OF AMBIGUITIES:

If an ambiguity exists in this Agreement, or in a specific provision hereof, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.

23) NO THIRD-PARTY BENEFICIARIES:

Neither party intends that any person shall have a cause of action against either of them as a third-party beneficiary under this Agreement. The parties expressly acknowledge that is not their intent to create any rights or obligations in any third person or entity under this Agreement. The parties agree that this Agreement does not create, by implication or otherwise, any specific,

direct, or indirect obligation, duty, promise, benefit and/or special right to any person, other than the parties hereto, their successors and permitted assigns, and legal or equitable rights, remedy, or claim under or in respect to this Agreement or provisions herein.

24) HAZARDOUS MATERIALS

Contractor shall provide to County all Safety Data Sheets covering all Hazardous Materials to be furnished, used, applied, or stored by Contractor, or any of its Subcontractors, in connection with the services on County property. Contractor shall provide County with copies of any such Safety Data Sheets prior to entry to County property or with a document certifying that no Hazardous Materials will be brought onto County property by Contractor, or any of its Subcontractors, during the performance of the services. County shall provide Safety Data Sheets for any Hazardous Materials that Contractor may be exposed to while on County property.

25) HARASSMENT

Contractor agrees to make itself aware of and comply with the County's Harassment Policy, TCPR §8102: Harassment, which is available upon request. The County will not tolerate or condone harassment, discrimination, retaliation, or any other abusive behavior. Violations of this policy may cause termination of this agreement.

26) COUNTERPARTS, ELECTRONIC SIGNATURES – BINDING

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civil Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital

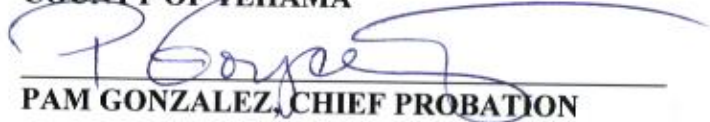
signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

27)----- **OPTIONAL AND ADDITIONAL PARAGRAPHS (See Policy & Procedure, page 5, #D)**, as specifically required by the department and/or circumstances, may be inserted here. If none, delete this paragraph. -----

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.

Date: 12/30/25

COUNTY OF TEHAMA



PAM GONZALEZ, CHIEF PROBATION OFFICER

Date: 12/30/2025

NORTHERN VALLEY CATHOLIC SOCIAL SERVICES

DocuSigned by:


AUTHORIZED SIGNER

101180
Vendor Number

2036/2037-53230
Budget Account Number

Exhibit A

INSURANCE REQUIREMENTS FOR CONTRACTOR

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by Contractor, his/her agents, representatives, employees, or subcontractors. At a minimum, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations) \$1,000,000 per occurrence for bodily injury, personal injury, and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

Automobile Liability

Automobile liability insurance is required with minimum limits of \$1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.

Workers' Compensation

If Contractor has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover Contractor and Contractor's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of \$1,000,000 per accident for bodily injury or disease.

Professional Liability (Contractor/Professional services standard agreement only)

If Contractor is a state-licensed architect, engineer, contractor, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, Contractor shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less than \$1,000,000 per claim and \$2,000,000 aggregate on a claims made basis. However, if

coverage is written on a claims made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

If Contractor maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by Contractor.

All such insurance coverage, except professional liability insurance, shall be provided on an “occurrence” basis, rather than a “claims made” basis.

Sexual Abuse & Molestation (SAM) Liability *(If contractor provides services to minors)*

Contractor shall obtain and maintain Sexual Abuse & Molestation Liability coverage with limits of liability no less than \$1,000,000 per occurrence or claim and \$2,000,000 aggregate.

Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include “Tehama County, its elected officials, officers, employees and volunteers” as an additional insured.

The certificate holder shall be “County of Tehama.”

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions of \$25,000 or more must be declared to, and approved by, the County. The deductible and/or self-insured retentions will not limit or apply to Contractor’s liability to County and will be the sole responsibility of Contractor.

Primary Insurance Coverage

For any claims related to this project, Contractor’s insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of Contractor’s insurance and shall not contribute with it.

Coverage Cancellation

Each insurance policy required herein shall be endorsed to state that “coverage shall not be reduced or canceled without 30 days’ prior written notice certain to the County.”

Acceptability of Insurers

Contractor’s insurance shall be placed with an insurance carrier holding a current A.M. Best & Company’s rating of not less than A: VII unless otherwise acceptable to the County. The County reserves the right to require rating verification. Contractor shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein.

Material Breach

If for any reason, Contractor fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. County, in its sole option, may terminate the contract and obtain damages from Contractor resulting from breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

Policy Obligations

Contractor’s indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Verification of Coverage

Contractor shall furnish County with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the County prior to County signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

EXHIBIT "B"

RAP-A: Resourceful Adolescent Program – Adolescent

Target Population

Adolescents aged 11–18

Designed as a universal prevention program, adaptable for:

- At-risk youth
- Indigenous youth
- Young caregivers
- Youth on the autism spectrum

Purpose

To build resilience, enhance coping skills, and reduce risk factors associated with depression, anxiety, and emotional distress.

Program Structure & Flexibility

- 11 group sessions, typically once per week
- Each session is 40–50 minutes
- Group size: 3–16 students, or can be adapted
- Commonly delivered during grades 7–12 in school settings and community or institutional settings.
- Flexible formats available:
 - Condensed sessions (e.g., 6-week or 3-day camp)
 - Extended sessions (e.g., 2-hour groups)
 - Can be repeated annually or used in booster sessions as needed
- Tailored to fit school schedules, calendar constraints, or other settings

Core Focus Areas

1. Recognizing strengths and building confidence
2. Managing emotions and self-regulation
3. Cognitive-behavioral tools (e.g., thought reframing, calm techniques)
4. Problem-solving skills
5. Navigating relationships and reducing conflict
6. Building support networks and empathy
7. Promoting peacekeeping and healthy decision-making

Cultural and Setting Adaptability

Delivered in:

- Schools
- Juvenile justice programs
- Community centers
- Residential or outpatient settings

Successfully adapted for:

- Culturally diverse populations
- Rural and urban environments
- Youth with varying developmental needs

Program Metaphor

Uses the "Three Little Pigs" story to help youth build their RAP-A "house of resilience," laying down personal "bricks" such as:

- Calm Bricks
- Strength Bricks
- Problem Solving Bricks

RAP-A Research & Evidence

RAP-A Trials and Findings

The efficacy and effectiveness of the Resourceful Adolescent Program for Adolescents (RAP-A) has been supported through multiple research trials, both in school-based and targeted community settings. These studies have consistently demonstrated positive outcomes in mental health, emotional regulation, and resilience building for youth.

Key findings from RAP-A trials include:

- Reduced depressive symptoms in adolescents, particularly when implemented as a universal (whole class) intervention
- Increased resilience and emotional regulation, with students showing improvements in managing stress and navigating peer conflict
- Improved classroom climate and engagement, including better teacher-reported behavior and increased student participation
- Effective across diverse populations, including Indigenous youth, migrant communities, and youth with additional social-emotional needs
- Evidence of sustained impact when sessions are repeated or used with follow-up "booster" activities

RAP-A has been evaluated through randomized controlled trials, longitudinal studies, and cross-cultural replications, including programs in Australia, New Zealand, and the UK.

The program is listed on the California Evidence-Based Clearinghouse for Child Welfare (CEBC) as having Promising Research Evidence, and continues to be recognized internationally as a model for early mental health promotion in adolescents.

Proposal 1	Hours	Rate	Amount	Annual total
Case Managers (2) per week	40	46.50	\$1,860	\$96,720
Supervision hours per week	20	46.50	\$930	\$48,360
Overhead			17%	<u>\$24,664</u>
Total				\$169,744

Proposal 2	Hours	Rate	Amount	Annual total
Case Manager per week	30	46.50	\$1,395	\$72,540
Supervision hours per week	15	46.50	\$698	\$36,270
Overhead			17%	<u>\$18,498</u>
Total				\$127,308

Proposal 3	Hours	Rate	Amount	Annual total
Case Manager per week	24	46.50	\$1,116	\$58,032
Supervision hours per week	10	46.50	\$465	\$24,180
Overhead			17%	<u>\$13,976</u>
Total				\$96,188

E-Contract Review
Approval as to Form

Department Name: Probation

Vendor Name: Northern Valley Catholic Social Services

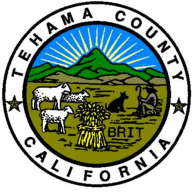
Contract Description: For the purpose of providing Social Emotional Competency workshops to juveniles

APPROVED AS TO FORM:



Date: 01/12/2026

Office of the Tehama County Counsel
Margaret Long, County Counsel



Tehama County

Agenda Request Form

File #: 26-0041

Agenda Date: 1/27/2026

Agenda #: 16.

DEPARTMENT OF AGRICULTURE - Agricultural Commissioner Thomas A. Moss

Requested Action(s)

a) PRESENTATION - Review facts presented in the attached Environmental Checklist for California Counties Wildlife Damage Management Programs for Tehama County and the 2024 California Wildlife Damage Management EIR/EIS report

b) PUBLIC HEARING - Conduct a public hearing to determine whether further CEQA review is necessary

c) Request the Board take the following actions

1. Adopt the following findings:
 - a. The 2024 California Wildlife Damage Management EIR/EIS was prepared for this project pursuant to the provisions of CEQA
 - b. When reviewing the 2024 California Wildlife Damage Management EIR/EIS, the State adopted a statement of overriding considerations;
 - c. The Tehama County Wildlife Damage Management Program (hereinafter referred to as the project or program) is within the scope of the 2024 California Wildlife Damage Management EIR/EIS
 - d. The 2024 California Wildlife Damage Management EIR/EIS describes the project for the purposes of CEQA
 - e. The project will not have any new or more severe impacts on the environment beyond what was already identified in the 2024 California Wildlife Damage Management EIR/EIS
 - f. Mitigation measures found in the 2024 California Wildlife Damage Management EIR/EIS are a condition of the approval of this project
2. Adopt mitigation report or monitoring plans for the project as described in the 2024 California Wildlife Damage Management EIR/EIS
3. Authorize the Agricultural Commissioner to execute the Notice of Determination that the activity is covered under the 2024 California Wildlife Damage Management EIR/EIS and take all steps necessary to meet the County's CEQA requirements to proceed with the program

d) AGREEMENT - Request approval and authorization for the Chairman to sign Cooperative Service Agreement (CSA) No. 26-7306-7593-RA with the US Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS) to establish and maintain a USDA-APHIS-WS Integrated Wildlife Damage Management (IWDM) program in Tehama County, effective

1/1/2026 through 6/30/2030 and the attached Work and Financial Plan with USDA-APHIS-WS with a maximum compensation in an amount not to exceed \$24,599.84 to provide wildlife management services for the period of 1/1/2026 through 6/30/2026

Financial Impact:

The cost for this program will be offset by reimbursements to the County from unclaimed gas tax revenues received from the California Department of Food and Agriculture each year. There is no impact on the General Fund.

Background Information:

The USDA Wildlife Services program is designed to protect agriculture, property, human health and safety, wildlife and other natural resources, from damage caused by predators and/or other nuisance wildlife by developing effective methods and strategies using technology that is biologically, environmentally, and socially sound.

Wildlife services specialists possess the skills, experience, and resources necessary to conduct a biologically sound Integrated Wildlife Damage Management (IWDM) program which includes securing depredation permits for protected species as required by state and/or federal law. The IWDM program was recently approved by the State of California and USDA through a joint certified EIR/EIS and assures counties and their residences that specialists follow all federal, state and local laws while using a systematic approach to wildlife damage management activities through the implementation of safe, selective, and environmentally sound practices. The program must be implemented in California in accordance with the Mitigation Monitoring and Reporting Program approved through the EIR.

To provide these services, a multi-year Cooperative Service Agreement (CSA) with USDA-APHIS-WS is required to establish and maintain the long-term agreement and the mutual responsibilities for an IWDM-WS program within Tehama County. In addition to the multi-year CSA, a Work and Financial Plan is required each year between the County and USDA-APHIS-WS. The Work and Financial Plan's (WFP's) objective is to continue providing professional wildlife damage management assistance to reduce or manage damage to and protect property and human health and safety caused by predatory animals and other nuisance wildlife.

In 2024, the State of California and USDA jointly certified the 2024 California Wildlife Damage Management EIR and EIS (SCH No. 2020099012) to comply with the California Environmental Quality Act (CEQA) and the National Environmental Protection Act (NEPA) in support of their jointly administered California wildlife damage management program.

The proposed project is a contract with USDA to provide cost-share wildlife damage management services in accordance with the program described in the 2024 California Wildlife Damage Management EIR and EIS, which analyzed USDA's program in the State of California. The State's and Federal Government's combined programmatic EIR/EIS was designed to allow local jurisdictions to rely on it to the extent they are implementing the program locally, and a compliance checklist was developed to help counties determine the extent to which the implementation of the State's program at the county level will require further CEQA analysis. Tehama County is not located in a region where additional CEQA analysis is required for certain species that may be affected by the program; no deviations from the State-approved wildlife management program are proposed; nor is the County proposing to supplement the USDA-IWDM-WS program with an additional local program. As such,

the approval of this CSA and Work and Financial Plan is fully within the scope of the EIR within the meaning of CEQA Guideline 15168, and no further CEQA analysis is required to implement the program in Tehama County. The evidence supporting this determination is contained in the attached USDA/CDDFA provided "Environmental Checklist for California Counties Wildlife Damage Management Programs".

Environmental Checklist for California Counties

Wildlife Damage Management Programs

This Environmental Checklist allows California Counties (Counties) to evaluate the potential environmental impacts that may result from implementation of wildlife damage management (WDM) and whether those impacts are consistent with the 2024 California Wildlife Damage Management Environmental Impact Report and Environmental Impact Statement (EIR/EIS). The EIR/EIS was prepared by the California Department of Food and Agriculture (CDFA) and Wildlife Services (WS-California), a state office within the U.S. Department of Agriculture’s Animal Plant and Health Inspection Service, to examine potential adverse impacts from the implementation of WDM across California.

The CDFA is mandated to “promote and protect the agricultural industry of the state” (California Food and Agricultural Code Section 401). This responsibility encompasses the prevention of wildlife damage to agriculture, including injury to or death of livestock; damage to row crops, orchards, forestry/timber plantations, or vineyards; and harm to the structural integrity of roads, buildings, irrigation and other water conveyance structures, and other agricultural infrastructure. California has a unique system of County Agricultural Commissioners (California Food and Agricultural Code Section 2276.5), and the California Legislature has specified that where the CDFA and County Agricultural Commissioners have joint responsibilities, WDM is performed at the county level by County Agricultural Commissioners while the CDFA primarily serves in an oversight and support capacity by providing data and issuing recommendations and policies (California Food and Agricultural Code Sections 2281, 2282).

This Environmental Checklist provides California Counties the opportunity to compare their county-level WDM programs to the EIR portion of the EIR/EIS to streamline the Counties’ compliance with the California Environmental Quality Act (CEQA). The CDFA has designed the EIR/EIS to serve as the foundation for the California Counties to use in their individual decision-making processes under CEQA concerning WDM activities. The EIR/EIS is a “Program EIR” that provides robust environmental review for the various WDM activities to be conducted, including, to the extent feasible, activities performed by California Counties (14 CCR 15168). This environmental review includes an in-depth evaluation of the potential environmental effects, including cumulative effects, of WDM activities conducted under the EIR’s framework; considers broad policy alternatives; and identifies mitigation measures. All Counties, despite their current WDM approach, could elect to rely on the EIR to facilitate any future decisions regarding WDM activities. This includes counties that currently have no WDM program but wish to participate in a statewide program, independent counties, or those that have existing Cooperative Service Agreements with WS-California. Other subdivisions of the State of California (i.e., agencies) may also elect to rely on the EIR.

Activities and Methods Addressed in the WDM EIR/EIS

The WDM EIR/EIS evaluates the environmental impacts from implementation of various WDM activities and methods across the state described in Appendix C-2 of the EIR/EIS (Attachment B of this checklist). WDM activities undertaken by a county (a County Program) must be consistent with the activities and methods evaluated in the WDM EIR for the county to determine that its County Program is entirely within the scope of the WDM EIR and no additional CEQA review is required. If a county wishes to undertake WDM activities or methods that are beyond the scope of those identified in the WDM EIR, the county will need to determine what additional CEQA review is required to understand the environmental impacts of those activities or methods.

Determining if a County Program is within the WDM EIR/EIS Scope

The purpose of the checklist is to determine whether a County Program has been adequately evaluated in the EIR/EIS and whether a county can approve the County Program without further environmental review and documentation (beyond the scope of the EIR/EIS). If additional environmental review and documentation is required, this checklist can also be used to determine what type of CEQA documentation would be most appropriate (i.e., a negative declaration [ND], mitigated negative declaration [MND], or EIR). Under the CEQA Guidelines, later activities that are “within the scope” of a project covered by a Program EIR may be approved without the preparation of additional CEQA documents (14 CCR 15168[c][2]).

A proposed County Program is within the scope of the WDM EIR/EIS and no additional CEQA documentation is required when it meets the following qualifications:

- **Activities and Methods** – The proposed County Program activities and methods are consistent with the activities and methods described in Appendix C-2 of the WDM EIR/EIS. Detailed descriptions of each activity and method are provided in Attachment B of this checklist.
- **Environmental Impacts** – The environmental effects of the proposed County Program have been examined in the WDM EIR/EIS and none of the criteria for preparation of subsequent CEQA documentation are met (14 CCR 15168[c][2], 15162).
- **Mitigation Measures** – The proposed County Program incorporates all necessary and appropriate mitigation measures identified for the selected activities and methods from the WDM EIR/EIS. Attachment A to this checklist provides a comprehensive list of mitigation measures identified in the EIR/EIS.

Providing Substantial Evidence

The impact determinations and findings in the checklist—as well as any explanation for planned deviations, identified parameters, or feasibility determinations associated with program requirements and mitigation measures—must be based on substantial evidence, which is defined in the CEQA Guidelines (14 CCR 15384[b]) as “facts, reasonable assumptions predicted upon facts, and expert opinion supported by facts.” Therefore, the checklist allows Counties to include analytical discussions to support the conclusions reached. Portions of the EIR/EIS relied on for conclusions should be identified by section number and page number. In addition, any ancillary information (e.g., site-specific surveys) not included in the EIR/EIS but relied on for conclusions or required by EIR/EIS measures shall be attached to the checklist. A list of references cited in the checklist shall be included with the completed checklist, and Counties should make copies of such references available to the public upon request.

Mitigation Monitoring and Reporting

CEQA requires public agencies to adopt a program for monitoring and reporting on changes made to a project or made a condition of project approval for the purposes of avoiding or mitigating significant environmental effects (California Public Resources Code Section 21081.6; 14 CCR 15091[d], 15097). The CDFA adopted a Mitigation Monitoring and Reporting Program (MMRP), which lists each mitigation measure from EIR/EIS and identifies the party responsible for implementation of the mitigation measure, the party responsible for monitoring the mitigation measure, and the timing for which the mitigation measure must be implemented or completed. The County Program proponent can refer to the MMRP provided in Attachment C of this checklist.

In order for the County Program to be within the scope of the EIR/EIS, the County Program would need to incorporate all applicable mitigation measures from the EIR/EIS. A mitigation measure applies to a County Program if the County Program covers the WDM activities, methods, or species for which the mitigation measure was established. Some mitigation measures apply to all activities and methods, while others only apply to specific activities and methods or locations.

To comply with the MMRP, the County Program proponent is required to submit a Monitoring Report to the CDFA annually. The first Monitoring Report shall be submitted August 31 after the County Program start date recorded in this checklist and annually by August 31 thereafter. The CDFA Monitoring Report can be obtained at (https://www.cdfa.ca.gov/AHFSS/animal_health/Wildlife_Services.html).

If a County Program would result in new significant or potentially significant environmental impacts not evaluated in the EIR/EIS, the county would be required to adopt an MMRP including all applicable mitigation measures from the EIR/EIS, any new mitigation measures required to lessen or avoid the new environmental impacts from the County Program, and identification of the associated parties responsible for monitoring and reporting.

Tribal Consultation

For County Programs that are within the scope of the WDM EIR/EIS, Native American consultation for Assembly Bill 52 compliance has been completed. The CDFA conducted consultation pursuant to California Public Resources Code Section 21080.3.1 during preparation of the EIR/EIS. For County Programs with impacts not within the scope of the EIR/EIS, pursuant to California Public Resources Code Sections 21080.3.1, 21080.3.2, and 21082.3, Counties preparing a new ND, MND, or EIR must notify any California Native American tribe who has submitted written request to the county for notification of a project in the tribe's area of interest. Upon written request for consultation by a tribe, the county must begin consultation before the release of the environmental document and must follow the requirements of the cited California Public Resources Code sections.

Checklist Answers

The primary functions of this checklist are as follows:

- ▶ To allow Counties to verify that the activities and methods, environmental impacts, and mitigation measures of their County Programs are consistent with the WDM EIR/EIS;
- ▶ To allow Counties to determine whether their County Programs would result in any new impacts that were not evaluated in the WDM EIR/EIS; and
- ▶ To allow Counties to determine the appropriate type of CEQA document, if any, that will be needed to examine any impacts associated with a County Program that are not within the scope of the WDM EIR/EIS.

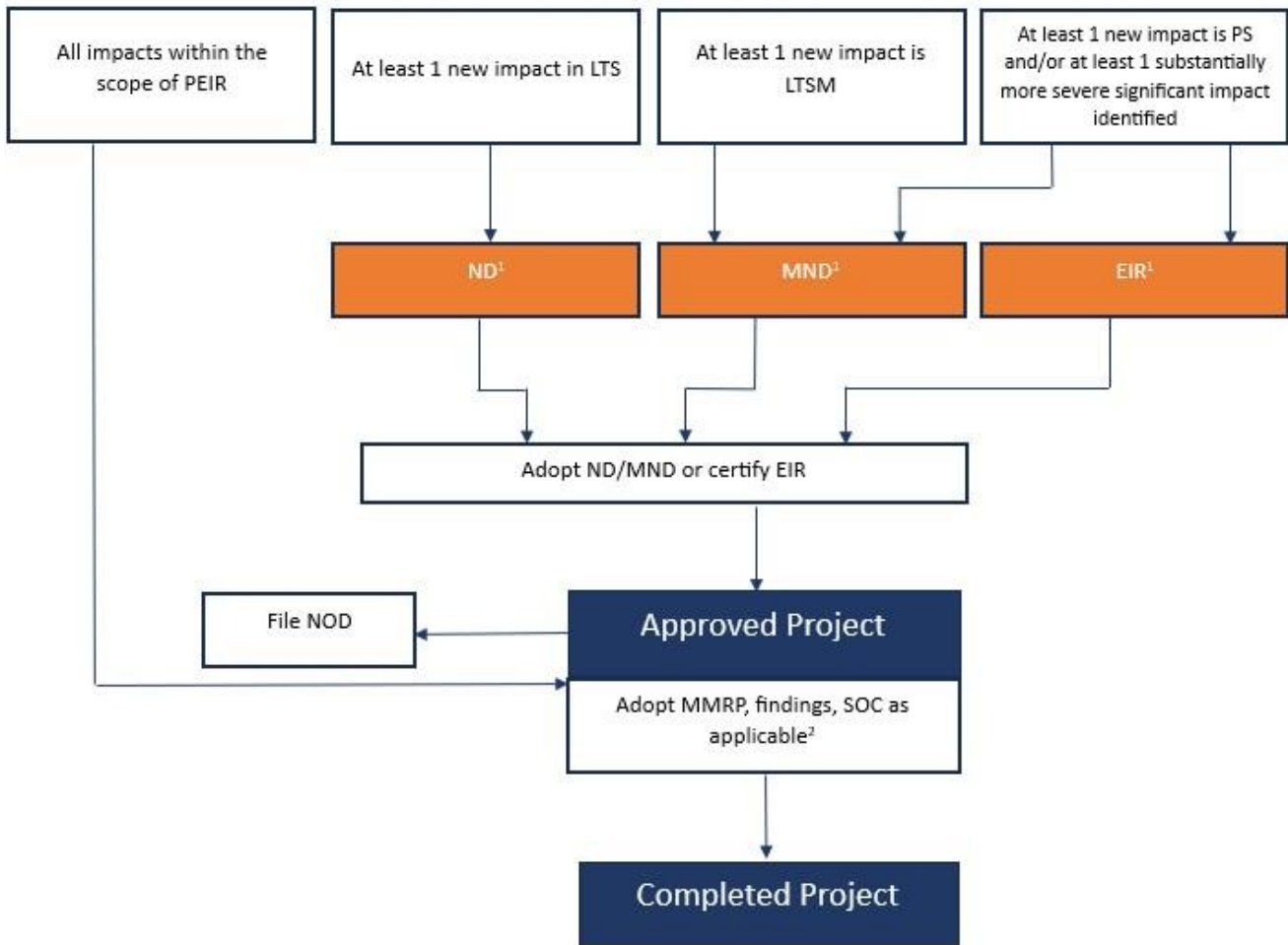
Accordingly, the checklist questions presented for each resource area identify, for each impact addressed in the WDM EIR/EIS, whether the impact applies to the County Program, and if so, the mitigation measures that would need to be incorporated into the County Program to support a within-the-scope finding. The checklist also allows Counties to identify whether the impact significance determination for the County Program is different than the impact significance determination in the WDM EIR/EIS. If the determination is different, the checklist can be used to identify whether the difference constitutes a new or substantially more severe significant impact that is not within the scope of the WDM EIR/EIS.

A “substantially more severe” significant impact includes any impact from a County Program that cannot be mitigated down to the same level, or to a lower level (e.g., no impact), than what is identified in the WDM EIR/EIS. If a county identifies a substantially more severe significant impact, the county shall prepare a subsequent EIR (14 CCR 15168[c][1], 15162). However, if mitigation measures incorporated into the County Program would mitigate all new or more severe significant impacts to less-than-significant levels, then it may be appropriate to prepare a subsequent MND rather than an EIR. The subsequent document may be limited to examining the impacts that are not within the scope of the WDM EIR/EIS, in accordance with CEQA Guidelines Section 15152. This completed checklist can be attached as an appendix to the subsequent document to provide substantial evidence that all other impacts resulting from the County Program are within the scope of the WDM EIR/EIS and would not require further analysis in the subsequent document.

New impacts include any adverse effects on the environment from a County Program that were not addressed in the WDM EIR/EIS. For each new impact identified in the checklist, the County Program proponent should indicate whether the impact would be one of the following:

- ▶ **New Impact that is Less Than Significant:** The County Program would result in a new adverse impact that is not analyzed in the WDM EIR/EIS; however, the impact would not be significant. In this case, the impact is not “within the scope” of the WDM EIR/EIS and preparation of an ND would be appropriate. Pursuant to CEQA Guidelines Section 15168(d), a subsequent ND shall document the new impact and provide substantial evidence supporting the less-than-significant conclusion.
- ▶ **New Impact that is Less Than Significant with Mitigation Incorporated:** The County Program would result in a new significant impact that is not analyzed in the WDM EIR/EIS, but the impact could be reduced to less than significant with feasible mitigation incorporated. In this case, the impact is not “within the scope” of the WDM EIR/EIS and preparation of an MND would be appropriate. Consistent with CEQA Guidelines Section 15168(d), the subsequent MND shall document the new impact and provide substantial evidence supporting the significance conclusion and the ability of the mitigation measure(s) to reduce the impact to a less-than-significant level.
- ▶ **New Impact that is Significant and Unavoidable:** The County Program would result in new significant impacts that are not analyzed in the WDM EIR/EIS, and the impacts cannot be mitigated to less-than-significant levels. In this circumstance, the impact is not “within the scope” of the WDM EIR/EIS and preparation of a subsequent EIR would be appropriate. Under CEQA Guidelines Section 15168(d), the subsequent EIR shall document the new impact, include applicable mitigation measure(s) to lessen the impact, and provide substantial evidence supporting the significance conclusion.

Refer to the WDM Checklist Process flowchart presented below in Figure 1.



¹The CEQA document will be limited to impact(s) not within the scope of the PEIR.

²Findings are required for any LTSM or SU impacts identified in an EIR, including impacts within the scope of the PEIR. SOC is required for any SU impact identified, including impacts within the scope of the PEIR. MMRP is required if any MMs are identified as applicable in the CEQA document.

EIR: environmental impact report	MM: mitigation measure	PEIR: program EIR
LTS: less than significant	MMRP: mitigation monitoring and reporting program	PS: potentially significant
LTSM: less than significant with mitigation incorporated	MND: mitigated negative declaration	SOC: statement of overriding considerations
	ND: negative declaration	SU: significant and unavoidable

California County Program Information

Local/County Agency Name:	DEPARTMENT OF AGRICULTURE
County:	TEHAMA
County Program Start Date:	
County Program End Date:	
County Program Contact:	ADAM DAVY
County Program Proponent Address:	1834 WALNUT STREET, RED BLUFF, CA 96080
County Program Proponent Phone:	530-527-4504
County Program Proponent Email:	adavy@tehama.gov

Description of County Program

Overview

Wildlife provides many benefits, including ecological, cultural, aesthetic, and economic. However, they also may be involved in conflicts with humans by preying upon livestock, damaging agricultural resources and property, and threatening human and companion animal health and safety. WDM in California is necessary to resolve these conflicts. Requests for assistance may come from many sources including private groups or individuals; other federal, state, and local agencies; and Native American tribes. The County Program will use an integrated WDM approach to recommend and apply a comprehensive range of legally available non-lethal and lethal techniques for reducing wildlife damage and conflicts. This includes providing advice on wildlife damage prevention and management, information on sources of WDM materials, depredation investigations, equipment loans, training on the use of WDM methods, and assistance with implementation of WDM methods. Activities will be conducted both independently and jointly with federal and state agencies, Counties, municipalities, Native American tribes, and private land and resource owners/managers. The nature of these independent and collaborative activities is not a finite set of predictable actions in specific locations, but rather, a process of responding to and minimizing damage caused by wildlife, which is inherently unpredictable both spatially and temporally. For each reported incident of wildlife damage, this process will involve investigation of the damage, review of available methods, implementation of chosen methods, monitoring effectiveness of the methods, and adaptive management as necessary. This decision-making process protects the public's safety and prioritizes non-lethal methods to minimize or resolve wildlife conflicts when possible and humanely dispatches animals that are lethally taken.

The WDM EIR/EIS explains that some Counties may wish to perform certain WDM methods or activities in addition to those listed in Appendix C-2 (Attachment B to this checklist) and/or Counties may wish to perform WDM on species that are not identified in Appendix D of the EIR/EIS. Table 1 below identifies the activities, methods, and species that are covered by the County Program but that are not covered by the WDM EIR/EIS (Appendices C-2 [Attachment B to this checklist] and D to the EIR/EIS). If any of the boxes in Table 1 are checked or completed, further CEQA review would be required in connection with the approval of the County Program. Boxes are provided for the county to indicate if there are items outside of the scope of the WDM EIR/EIS. Except for those activities,

methods, or species identified in Table 1, the county does not intend to perform any WDM activities or methods beyond those described in the EIR/EIS (Appendix C-2 to the EIR/EIS/Attachment B to this checklist) and does not intend to target any species beyond those identified in Appendix D to the EIR/EIS.

Additionally, the WDM EIR/EIS envisions that Counties may wish to perform the WDM methods or activities identified in Appendix C-2 to the EIR/EIS (Attachment B to this checklist) and target the species identified in Appendix D to the EIR/EIS. However, there may be methods, activities, or species described in the EIR/EIS and its appendices that are not relevant to the County Program. Table 2 below identifies the activities, methods, and species covered by the WDM EIR/EIS (Appendices C-2 [Attachment B to this checklist] and D to the EIR/EIS) but that are not included in the County Program. Except for those activities, methods, or species identified in Table 2, the county intends to perform all the WDM activities and methods described in the EIR/EIS (Appendix C-2 to the EIR/EIS/Attachment B to this checklist) and may target any and all of the species identified in Appendix D.

Table 1: Activities, Methods, or Species Included in the County Program but Not Identified in the EIR/EIS

Not Applicable (N/A) The County Program does not include any WDM activities, methods, or species that are not identified in the EIR/EIS. *(If this box is checked, the table below should be left blank.)*-

The County Program would include the activities, methods, or species indicated below:

Activities Instructions: List all activities anticipated to be utilized in the County Program that are not listed in Attachment B of this checklist.	Methods Instructions: List all methods anticipated to be utilized in the County Program that are not listed in Attachment B of this checklist.	Species Instructions: List all species anticipated to be included in the County Program that are not identified in Appendix D of the EIR/EIS.
Avian Wildlife Damage Management <input type="checkbox"/> Technical Assistance <input type="checkbox"/> Non-Lethal Operational Assistance <input type="checkbox"/> Lethal Operational Assistance Comments: _____ _____ _____ _____ _____ _____ _____ _____ _____		

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<p>Mammalian Wildlife Damage Management</p> <p> <input type="checkbox"/> Technical Assistance <input type="checkbox"/> Non-Lethal Operational Assistance <input type="checkbox"/> Lethal Operational Assistance </p> <p>Comments: _____</p> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>		
<p>Reptilian Wildlife Damage Management</p> <p> <input type="checkbox"/> Technical Assistance <input type="checkbox"/> Non-Lethal Operational Assistance <input type="checkbox"/> Lethal Operational Assistance </p> <p>Comments: _____</p> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>		

Table 2: Activities, Methods, or Species Identified in the EIR/EIS but Not Included in the County Program

Not Applicable (N/A) - The County Program includes all WDM activities, methods, and species identified in the EIR/EIS (Appendices C-2 [Attachment B to this checklist] and D to the EIR/EIS). *(If this box is checked, the table below should be left blank.)*

The County Program would not include the activities and wildlife groups indicated below:

Activities	Methods	Species
Instructions: List all activities listed in Attachment B of this checklist that are not anticipated to be utilized in the County Program.	Instructions: List all methods listed in Attachment B of this checklist that are not anticipated to be utilized in the County Program.	Instructions: List all species that are identified in Appendix D of the EIR/EIS that are not anticipated to be included in the County Program.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

EVALUATION OF ENVIRONMENTAL IMPACTS

By completing this checklist, Counties can identify any new or more severe impacts associated with a County Program that may require additional environmental review and documentation. If a county determines that new or more severe impacts require preparation of a subsequent ND, MND, or EIR, that subsequent document can be limited to the new significant impact(s) or more severe impact(s). All other impacts associated with the County Program that are within the scope of the EIR/EIS would be evaluated in a completed version of this checklist, and the checklist can be attached to the subsequent CEQA document as an appendix. When preparing any environmental document, the environmental analysis should incorporate by reference pertinent portions of the analysis from the EIR/EIS and focus the environmental analysis solely on issues that were not addressed in the EIR/EIS.

1. Determine whether the impact identified in the EIR/EIS is also applicable to the proposed County Program. A county’s determination should include the following information:
 - a. Review the impact as it was presented in the EIR/EIS and mitigation measure(s) proposed to lessen or avoid the impact.¹
 - b. Refer to the applicable resource analysis section in the WDM EIR/EIS for relevant information on each environmental topic.
 - c. Review applicable mitigation measure(s) and indicate that mitigation measures will be followed as part of the County Program.

¹ NI = no impact; B = beneficial; LTCC = less than cumulatively considerable; LTS = less than significant; SU = significant and unavoidable; LTS + mitigation = less than significant with mitigation.

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- d. Determine whether the proposed County Program would cause a significant impact.
 - e. Determine whether the proposed County Program's impact is less severe than that identified in the EIR/EIS.
 - f. Determine whether the proposed County Program is within the scope of the EIR/EIS. A "YES" answer means:
 - o It is consistent with the EIR/EIS in terms of locations and intensity (i.e., duration),
 - o It has no new or significant impacts that were not analyzed in the EIR/EIS,
 - o Mitigation measures from the EIR/EIS will be implemented, and
 - o provide any additional information or analysis (as necessary) to document there is evidence substantiating the significance conclusion is consistent with the impact determination in the EIR/EIS.
2. If the county has determined that a new or more severe impact would occur, then the checklist answers for the impact must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant without the need for mitigation.
- a. A "Potentially Significant" finding is appropriate if there is substantial evidence that a new impact may be significant or if any impact would constitute a substantially more severe significant impact than was covered in the EIR/EIS. If there are one or more Potentially Significant new impacts identified, a subsequent EIR shall be prepared.
 - b. A "Less than Significant with Mitigation" finding is appropriate if a County Program would introduce a new or more severe impact than was covered in the EIR/EIS, but one or more mitigation measures incorporated into the County Program would mitigate the effect to a point where clearly no significant effect on the environment would occur. In this scenario, an MND would be appropriate to address this new or more severe impact.
 - c. A "Less than Significant" finding is appropriate if a County Program would introduce a new or more severe impact than was covered in the EIR/EIS, but the impact would not rise to a level of significance requiring mitigation. In this scenario, an ND can be prepared.
 - d. (*If applicable*) An explanation should be included of why the impact significance in the checklist is different than that found in the EIR/EIS, providing any additional information or analysis to support the county's determination for any new or more severe impacts, including a summary of any evidence substantiating the different (new) significance conclusion.
3. Counties should incorporate into their checklist responses references to any information, analysis, and/or sources/references beyond the EIR/EIS that support the county's determination of potential impacts. In such situations, the county should include a list of references (as necessary) at the end of its completed checklist, and make copies of such references available to the public upon request.

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- a. *(If applicable)* Include an explanation regarding which mitigation measures or components of mitigation measures would not be applicable to the proposed County Program. This may be appropriate in situations where a mitigation measure need not apply because there would be no impact or a less-than-significant impact resulting from the County Program or if the mitigation measure allows for deviation from requirements (e.g., minimum buffer distances), only applies in certain circumstances (e.g., only for a certain activity type or method), or is based on a finding of feasibility.

Complete resource tables below. Labels in the tables (1a, 1b, etc.) correspond to the instructions outlined above.

Agricultural Resources

Impact in the EIR/EIS							
Environmental Threshold Covered In the EIR/EIS	1a.) Impact Significance in the EIR/EIS	1b.) Location of Impact Analysis in the EIR/EIS	1.) Does the threshold apply to the county program?	1c.) Will the County Program implement all applicable MMs in the EIR/EIS?	1d.) Would the County Program result in the same or less impact significance as the EIR/EIS?	1e.) Would the impact be Less Severe/ Significant than identified in the EIR/EIS?	1f.) Is this County-level Impact Within the Scope of the EIR/EIS?
Would the County Program							
Threshold AG-1: Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Project of the California Resources Agency, to non-agricultural use?	NI	Threshold AG-1, pp. 4.2.1-7	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	N/A	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Threshold AG-4: Result in the loss of forest land or conversion of forest land to non-forest use?	NI	Threshold AG-4, pp. 4.2.1-7	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	N/A	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Threshold AG-5: Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use?	NI	Threshold AG-5, pp. 4.2.1-8	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	N/A	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Impact in the EIR/EIS							
Environmental Threshold Covered In the EIR/EIS	1a.) Impact Significance in the EIR/EIS	1b.) Location of Impact Analysis in the EIR/EIS	1.) Does the threshold apply to the county program?	1c.) Will the County Program implement all applicable MMs in the EIR/EIS?	1d.) Would the County Program result in the same or less impact significance as the EIR/EIS?	1e.) Would the impact be Less Severe/ Significant than identified in the EIR/EIS?	1f.) Is this County-level Impact Within the Scope of the EIR/EIS?
Would the County Program							
Threshold AG-6: Result in the loss of market value of agricultural products sold in California, agricultural employment, and agricultural income/earnings?	NI/B	Threshold AG-6, pp. 4.2.1-8	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	N/A	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Result in cumulative impacts related to agricultural resources?	LTCC/B	Section 4.2.1.4.3, pp. 4.2.1-8	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	N/A	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

2.) New Agricultural Resources Impacts: Would the County Program result in other impacts to agricultural resources that are not evaluated in the WDM EIR/EIS?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, complete row(s) below and discussion	
	2a.) Potentially Significant	2b.) Less Than Significant with Mitigation Incorporated	2c.) Less than Significant
2d.) [identify new impact here, if applicable; add rows as needed]	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

3/3a.) Include any additional information or analysis necessary to support the impact determinations in the tables above as an attachment (See Attachment D).

Biological Resources

Impact in the EIR/EIS							
Environmental Threshold Covered In the EIR/EIS	1a.) Impact Significance in the EIR/EIS	1b.) Location of Impact Analysis in the EIR/EIS	1.) Does the threshold apply to the county program?	1c.) Will the County Program implement all applicable MMs in the EIR/EIS?	1d.) Would the County Program result in the same or less impact significance as the EIR/EIS?	1e.) Would the impact be Less Severe/ Significant than identified in the EIR/EIS?	1f.) Is this County-level Impact Within the Scope of the EIR/EIS?
Would the County Program							
Threshold BIO-1: Substantial adverse effect, either directly or through habitat modification, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or the U.S. Fish and Wildlife Services?	LTS LTS + mitigation SU* * Mountain Lion if listed under California Endangered Species Act (16 Counties - See Section 4.2.2-10).	Threshold BIO-1, pp. 4.2.2-5 through 4.2.2-13	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes MM-BIO-1 MM-BIO-2 MM-BIO-3 MM-BIO-7 <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Threshold BIO-2: Substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish	LTS	Threshold BIO-2, pp. 4.2.2-13	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	N/A	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Impact in the EIR/EIS							
Environmental Threshold Covered In the EIR/EIS	1a.) Impact Significance in the EIR/EIS	1b.) Location of Impact Analysis in the EIR/EIS	1.) Does the threshold apply to the county program?	1c.) Will the County Program implement all applicable MMs in the EIR/EIS?	1d.) Would the County Program result in the same or less impact significance as the EIR/EIS?	1e.) Would the impact be Less Severe/ Significant than identified in the EIR/EIS?	1f.) Is this County-level Impact Within the Scope of the EIR/EIS?
Would the County Program							
and Wildlife or U. S. Fish and Wildlife Service?							
Threshold BIO-3: Substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	LTS + mitigation	Threshold BIO-3, pp. 4.2.2-14	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes MM-BIO-3 <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Threshold BIO-4: Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	LTS + mitigation	Threshold BIO-4, pp. 4.2.2-14 through 4.2.2-15	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes MM-BIO-4 <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Threshold BIO-5: Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	LTS + mitigation	Threshold BIO-5, pp. 4.2.2-16	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes MM-BIO-5 <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Impact in the EIR/EIS							
Environmental Threshold Covered In the EIR/EIS	1a.) Impact Significance in the EIR/EIS	1b.) Location of Impact Analysis in the EIR/EIS	1.) Does the threshold apply to the county program?	1c.) Will the County Program implement all applicable MMs in the EIR/EIS?	1d.) Would the County Program result in the same or less impact significance as the EIR/EIS?	1e.) Would the impact be Less Severe/ Significant than identified in the EIR/EIS?	1f.) Is this County-level Impact Within the Scope of the EIR/EIS?
Would the County Program							
Threshold BIO-6 : Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	LTS + mitigation	Threshold BIO-6, pp. 4.2.2-16 through 4.2.2-17	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes MM-BIO-6 <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Threshold BIO-7 : Cause a substantial adverse effect to populations of non-special status wildlife or plant species, especially if those could result in substantial ecosystem changes?	LTS LTS + mitigation	Threshold BIO-7, pp. 4.2.2-17 through 4.2.2-41	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes MM-BIO-7 <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Threshold CU-BIO-1 : Make a considerable contribution, either directly or through habitat modifications, to cumulatively significant effects on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California	LTCC CC* * Mountain Lion if listed under California Endangered Species Act (16 Counties - See	Threshold CU-BIO-1, pp. 4.2.2-43 through 4.2.2-50	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	N/A	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Impact in the EIR/EIS							
Environmental Threshold Covered In the EIR/EIS	1a.) Impact Significance in the EIR/EIS	1b.) Location of Impact Analysis in the EIR/EIS	1.) Does the threshold apply to the county program?	1c.) Will the County Program implement all applicable MMs in the EIR/EIS?	1d.) Would the County Program result in the same or less impact significance as the EIR/EIS?	1e.) Would the impact be Less Severe/ Significant than identified in the EIR/EIS?	1f.) Is this County-level Impact Within the Scope of the EIR/EIS?
Would the County Program							
Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	Section 4.2.2-10).						
Threshold CU-BIO-2: Make a considerable contribution to cumulatively significant effects on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service	LTCC	Threshold CU-BIO-1, pp. 4.2.2-50	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	N/A	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Threshold CU-BIO-3: Make a considerable contribution to cumulatively significant effects related to interference with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or use of native wildlife nursery sites?	LTCC	Threshold CU-BIO-1, pp. 4.2.2-50 through 4.2.2-51	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	N/A	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Impact in the EIR/EIS							
Environmental Threshold Covered In the EIR/EIS	1a.) Impact Significance in the EIR/EIS	1b.) Location of Impact Analysis in the EIR/EIS	1.) Does the threshold apply to the county program?	1c.) Will the County Program implement all applicable MMs in the EIR/EIS?	1d.) Would the County Program result in the same or less impact significance as the EIR/EIS?	1e.) Would the impact be Less Severe/ Significant than identified in the EIR/EIS?	1f.) Is this County-level Impact Within the Scope of the EIR/EIS?
Would the County Program							
Threshold CU-BIO-4 : Make a considerable contribution to cumulatively significant effects on populations of non-special status wildlife or plant species, especially if those effects could result in substantial ecosystem changes?	LTCC	Threshold CU-BIO-4, pp. 4.2.2-51 through 4.2.2-62	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	N/A	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

2.) New Biological Resources Impacts: Would the County Program result in other impacts to biological resources that are not evaluated in the WDM EIR/EIS?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	If yes, complete row(s) below and discussion		
		2a.) Potentially Significant	2b.) Less Than Significant with Mitigation Incorporated	2c.) Less than Significant	
2d.) [identify new impact here, if applicable; add rows as needed]		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

3/3a.) Include any additional information or analysis necessary to support the impact determinations in the tables above as an attachment (See Attachment D).

Tribal Cultural Resources

Impact in the EIR/EIS							
Environmental Threshold Covered In the EIR/EIS	1a.) Impact Significance in the EIR/EIS	1b.) Location of Impact Analysis in the EIR/EIS	1.) Does the threshold apply to the county program?	1c.) Will the County Program implement all applicable MMs in the EIR/EIS?	1d.) Would the County Program result in the same or less impact significance as the EIR/EIS?	1e.) Would the impact be Less Severe/ Significant than identified in the EIR/EIS?	1f.) Is this County-level Impact Within the Scope of the EIR/EIS?
Would the County Program							
Threshold TCR-1: Cause a substantial adverse change in the significance of a tribal cultural resource?	LTS + mitigation	Threshold TCR-1, pp. 4.2.3-4 through 4.2.3-5	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes MM-TCR-1 <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Threshold TCR-2: Cause an adverse effect to a traditional cultural property, landscape, or other resource of Native American traditional religious or cultural importance?	LTS + mitigation	Threshold TCR-2, pp. 4.2.3-4 through 4.2.3-5	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes MM-TCR-1 <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Result in cumulative impacts related to tribal cultural resources?	LTCC	Section 4.2.3.4.3, pp. 4.2.3-6	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	N/A	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2.) New Tribal Cultural Resources Impacts: Would the County Program result in other impacts to tribal cultural resources that are not evaluated in the WDM EIR/EIS?				<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	If yes, complete row(s) below and discussion	

	2a.) Potentially Significant	2b.) Less Than Significant with Mitigation Incorporated	2c.) Less than Significant
2d.) [identify new impact here, if applicable; add rows as needed]	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

3/3a.) Include any additional information or analysis necessary to support the impact determinations in the tables above as an attachment (See Attachment D).

Hazards and Hazardous Materials

Impact in the EIR/EIS							
Environmental Threshold Covered In the EIR/EIS	1a.) Impact Significance in the EIR/EIS	1b.) Location of Impact Analysis in the EIR/EIS	1.) Does the threshold apply to the county program?	1c.) Will the County Program implement all applicable MMs in the EIR/EIS?	1d.) Would the County Program result in the same or less impact significance as the EIR/EIS?	1e.) Would the impact be Less Severe/ Significant than identified in the EIR/EIS?	1f.) Is this County-level Impact Within the Scope of the EIR/EIS?
Would the County Program							
Threshold HAZ-1: Expose the public or the environment to significant hazards through the routine transport, use, or disposal of hazardous materials?	LTS	Threshold HAZ-1, pp. 4.2.4-7	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	N/A	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Threshold HAZ-2: Expose to the public or the environment to significant hazards through reasonably foreseeable upset and accident conditions involving the release of hazardous	LTS	Threshold HAZ-2, pp. 4.2.4-7 through 4.2.4-8	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	N/A	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Impact in the EIR/EIS							
Environmental Threshold Covered In the EIR/EIS	1a.) Impact Significance in the EIR/EIS	1b.) Location of Impact Analysis in the EIR/EIS	1.) Does the threshold apply to the county program?	1c.) Will the County Program implement all applicable MMs in the EIR/EIS?	1d.) Would the County Program result in the same or less impact significance as the EIR/EIS?	1e.) Would the impact be Less Severe/ Significant than identified in the EIR/EIS?	1f.) Is this County-level Impact Within the Scope of the EIR/EIS?
Would the County Program							
materials into the environment?							
Threshold HAZ-3: Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	LTS + mitigation	Threshold HAZ-3, pp. 4.2.4-8	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes MM-HAZ-1 <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Threshold HAZ-4: Be located on a site that is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	LTS	Threshold HAZ-4, pp. 4.2.4-8 through 4.2.4-9	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	N/A	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Threshold HAZ-5: If located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or within the vicinity of a private airstrip, result in a safety hazard or excessive	LTS	Threshold HAZ-5, pp. 4.2.4-9 through 4.2.4-10	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	N/A	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Impact in the EIR/EIS							
Environmental Threshold Covered In the EIR/EIS	1a.) Impact Significance in the EIR/EIS	1b.) Location of Impact Analysis in the EIR/EIS	1.) Does the threshold apply to the county program?	1c.) Will the County Program implement all applicable MMs in the EIR/EIS?	1d.) Would the County Program result in the same or less impact significance as the EIR/EIS?	1e.) Would the impact be Less Severe/ Significant than identified in the EIR/EIS?	1f.) Is this County-level Impact Within the Scope of the EIR/EIS?
Would the County Program							
noise for people residing or working in the project area?							
Threshold HAZ-6: Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	LTS	Threshold HAZ-6, pp. 4.2.4-10	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	N/A	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Threshold HAZ-7: Expose people or structures, either directly or indirectly, to a significant risk of loss, injury, or death involving wildland fires?	LTS	Threshold HAZ-7, pp. 4.2.4-10	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	N/A	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Threshold HAZ-8: Expose physiologically sensitive populations to human health hazards?	LTS	Threshold HAZ-8, pp. 4.2.4-10 through 4.2.4-11	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	N/A	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Threshold HAZ-9: Impact human health or the environment in such a manner that it would disproportionately affect	LTS	Threshold HAZ-9, pp. 4.2.4-11	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	N/A	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Impact in the EIR/EIS							
Environmental Threshold Covered In the EIR/EIS	1a.) Impact Significance in the EIR/EIS	1b.) Location of Impact Analysis in the EIR/EIS	1.) Does the threshold apply to the county program?	1c.) Will the County Program implement all applicable MMs in the EIR/EIS?	1d.) Would the County Program result in the same or less impact significance as the EIR/EIS?	1e.) Would the impact be Less Severe/ Significant than identified in the EIR/EIS?	1f.) Is this County-level Impact Within the Scope of the EIR/EIS?
Would the County Program							
minority and/or low-income communities?							
Threshold CU-HAZ-1: Make a considerable contribution to cumulatively significant non-chemical hazards?	LTCC	Threshold CU-HAZ-1, pp. 4.2.4-11	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	N/A	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Threshold CU-HAZ-2: Make a considerable contribution to cumulatively significant human exposure to health hazards?	LTCC	Threshold CU-HAZ-2, pp. 4.2.4-11 through 4.2.4-12	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	N/A	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

2.) New Hazards and Hazardous Materials Impacts: Would the County Program result in other impacts related to hazards and hazardous materials that are not evaluated in the WDM EIR/EIS?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	If yes, complete row(s) below and discussion	
		2a.) Potentially Significant	2b.) Less Than Significant with Mitigation Incorporated	2c.) Less than Significant
2d.) [identify new impact here, if applicable; add rows as needed]	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

3/3a.) Include any additional information or analysis necessary to support the impact determinations in the tables above as an attachment (See Attachment D).

Human and Pet Health and Safety

The EIR/EIS discusses human and pet health and safety to comply with the requirements of the National Environmental Policy Act. Human and pet health and safety is not a topic required to be evaluated under CEQA and this topic is not included in Appendix G to the CEQA Guidelines. However, the EIR/EIS nevertheless identifies appropriate mitigation measures (MMs) to reduce such impacts.

Will the County Program implement all applicable mitigation measures?

Yes

MM-HPHS-1

MM-HPHS-2

No

In order to find the County Program to be within the scope of the EIR/EIS, a county should implement all applicable MMs in the EIR/EIS. This includes MM-HPHS-1 and MM-HPHS-2, which are set forth in Attachment A.

Noise

Impact in the EIR/EIS							
Environmental Threshold Covered In the EIR/EIS	1a.) Impact Significance in the EIR/EIS	1b.) Location of Impact Analysis in the EIR/EIS	1.) Does the threshold apply to the county program?	1c.) Will the County Program implement all applicable MMs in the EIR/EIS?	1d.) Would the County Program result in the same or less impact significance as the EIR/EIS?	1e.) Would the impact be Less Severe/ Significant than identified in the EIR/EIS?	1f.) Is this County-level Impact Within the Scope of the EIR/EIS?
Would the County Program							
Threshold NOI-1 : Result in generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies, from the following methods:							
Electronic Distress Sounds	LTS LTS + mitigation	Threshold NOI-1, pp. 4.2.6-11 through 4.2.6-12	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes MM-NOISE-1 <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Propane Exploders	LTS + mitigation	Threshold NOI-1, pp. 4.2.6-12	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Impact in the EIR/EIS							
Environmental Threshold Covered In the EIR/EIS	1a.) Impact Significance in the EIR/EIS	1b.) Location of Impact Analysis in the EIR/EIS	1.) Does the threshold apply to the county program?	1c.) Will the County Program implement all applicable MMs in the EIR/EIS?	1d.) Would the County Program result in the same or less impact significance as the EIR/EIS?	1e.) Would the impact be Less Severe/ Significant than identified in the EIR/EIS?	1f.) Is this County-level Impact Within the Scope of the EIR/EIS?
Would the County Program							
		through 4.2.6-13		MM-NOISE-2 <input type="checkbox"/> No			
Pyrotechnics	LTS + mitigation	Threshold NOI-1, pp. 4.2.6-13 through 4.2.6-14	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes MM-NOISE-3 <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Chemical Repellents	LTS + mitigation	Threshold NOI-1, pp. 4.2.6-14	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes MM-NOISE-4 <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Trapping	LTS + mitigation	Threshold NOI-1, pp. 4.2.6-15	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes MM-NOISE-5 <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Impact in the EIR/EIS							
Environmental Threshold Covered In the EIR/EIS	1a.) Impact Significance in the EIR/EIS	1b.) Location of Impact Analysis in the EIR/EIS	1.) Does the threshold apply to the county program?	1c.) Will the County Program implement all applicable MMs in the EIR/EIS?	1d.) Would the County Program result in the same or less impact significance as the EIR/EIS?	1e.) Would the impact be Less Severe/ Significant than identified in the EIR/EIS?	1f.) Is this County-level Impact Within the Scope of the EIR/EIS?
Would the County Program							
Rocket Nets/Cannon Nets	LTS + mitigation	Threshold NOI-1, pp. 4.2.6-16 through pp. 4.2.6-17	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes MM-NOISE-6 <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Aerial Shooting	LTS + mitigation	Threshold NOI-1, pp. 4.2.6-17 through pp. 4.2.6-18	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes MM-NOISE-7 MM-NOISE-8 <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Ground Based Shooting	LTS + mitigation	Threshold NOI-1, pp. 4.2.6-19 through pp. 4.2.6-27	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes MM-NOISE-9 MM-NOISE-10 MM-NOISE-11 MM-NOISE-12 MM-NOISE-13	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Impact in the EIR/EIS							
Environmental Threshold Covered In the EIR/EIS	1a.) Impact Significance in the EIR/EIS	1b.) Location of Impact Analysis in the EIR/EIS	1.) Does the threshold apply to the county program?	1c.) Will the County Program implement all applicable MMs in the EIR/EIS?	1d.) Would the County Program result in the same or less impact significance as the EIR/EIS?	1e.) Would the impact be Less Severe/ Significant than identified in the EIR/EIS?	1f.) Is this County-level Impact Within the Scope of the EIR/EIS?
Would the County Program							
				MM-NOISE-14 MM-NOISE-15 MM-NOISE-16 <input type="checkbox"/> No			
Threshold NOI-2 : Result in generation of excessive groundborne vibration or groundborne noise levels?	LTS	Threshold NOI-2, pp. 4.2.6-27 through 4.2.6-28	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	N/A	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Threshold NOI-3 : If located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, expose people residing or working in the project area to excessive noise levels?	LTS + mitigation	Threshold NOI-3, pp. 4.2.6-28	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes MM-NOISE-2 MM-NOISE-3 MM-NOISE-6 MM-NOISE-9 MM-NOISE-10 MM-NOISE-11 MM-NOISE-12 MM-NOISE-13 MM-NOISE-14 MM-NOISE-15	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Impact in the EIR/EIS							
Environmental Threshold Covered In the EIR/EIS	1a.) Impact Significance in the EIR/EIS	1b.) Location of Impact Analysis in the EIR/EIS	1.) Does the threshold apply to the county program?	1c.) Will the County Program implement all applicable MMs in the EIR/EIS?	1d.) Would the County Program result in the same or less impact significance as the EIR/EIS?	1e.) Would the impact be Less Severe/ Significant than identified in the EIR/EIS?	1f.) Is this County-level Impact Within the Scope of the EIR/EIS?
Would the County Program							
				MM-NOISE-16 <input type="checkbox"/> No			
Result in cumulative impacts related to noise?	LTCC + mitigation	Section 4.2.6.4.3, pp. 4.2.6-28 through 4.2.6-29	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes MM-NOISE-2 MM-NOISE-3 MM-NOISE-6 MM-NOISE-9 MM-NOISE-10 MM-NOISE-11 MM-NOISE-12 MM-NOISE-13 MM-NOISE-14 MM-NOISE-15 MM-NOISE-16 <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

2.) New Noise Impacts: Would the County Program result in other impacts related to noise that are not evaluated in the WDM EIR/EIS?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	If yes, complete row(s) below and discussion
--	------------------------------	--	--

	2a.) Potentially Significant	2b.) Less Than Significant with Mitigation Incorporated	2c.) Less than Significant
2d.) [identify new impact here, if applicable; add rows as needed]	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

3/3a.) Include any additional information or analysis necessary to support the impact determinations in the tables above as an attachment (See Attachment D).

Public Services

Impact in the EIR/EIS							
Environmental Threshold Covered In the EIR/EIS	1a.) Impact Significance in the EIR/EIS	1b.) Location of Impact Analysis in the EIR/EIS	1.) Does the threshold apply to the county program?	1c.) Will the County Program implement all applicable MMs in the EIR/EIS?	1d.) Would the County Program result in the same or less impact significance as the EIR/EIS?	1e.) Would the impact be Less Severe/ Significant than identified in the EIR/EIS?	1f.) Is this County-level Impact Within the Scope of the EIR/EIS?
Would the County Program							
Threshold PS-1: Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, or the need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the public services:							
Fire Protection	NI/B	Threshold PS-1, pp. 4.2.7-4 through 4.2.7-5	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	N/A	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Police Protection	NI/B	Threshold PS-1, pp. 4.2.7-4	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	N/A	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Impact in the EIR/EIS							
Environmental Threshold Covered In the EIR/EIS	1a.) Impact Significance in the EIR/EIS	1b.) Location of Impact Analysis in the EIR/EIS	1.) Does the threshold apply to the county program?	1c.) Will the County Program implement all applicable MMs in the EIR/EIS?	1d.) Would the County Program result in the same or less impact significance as the EIR/EIS?	1e.) Would the impact be Less Severe/ Significant than identified in the EIR/EIS?	1f.) Is this County-level Impact Within the Scope of the EIR/EIS?
Would the County Program							
		through 4.2.7-5	<input type="checkbox"/> No		<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> No

2.) New Public Services Impacts: Would the County Program result in other impacts related to public services that are not evaluated in the WDM EIR/EIS?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	If yes, complete row(s) below and discussion				
		2a.) Potentially Significant	2b.) Less Than Significant with Mitigation Incorporated	2c.) Less than Significant			
2d.) [identify new impact here, if applicable; add rows as needed]	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			

3/3a.) Include any additional information or analysis necessary to support the impact determinations in the tables above as an attachment (See Attachment D).

DETERMINATION

On the basis of this checklist and the substantial evidence supporting it:

- I find that all of the effects of the proposed County Program (a) have been covered in the WDM EIR/EIS, (b) all applicable mitigation measures identified in the WDM EIR/EIS will be implemented, and (c) there are no new or more severe impacts than identified in the WDM EIR/EIS. The proposed County Program is, therefore, **WITHIN THE SCOPE** of the WDM EIR/EIS. **NO ADDITIONAL CEQA DOCUMENTATION** is required.

- I find that the proposed County Program will have effects that were not covered in the WDM EIR/EIS. These effects are less than significant without any mitigation beyond what is already required pursuant to the WDM EIR/EIS. A **NEGATIVE DECLARATION** will be prepared.

- I find that the proposed County Program will have effects that were not covered in the WDM EIR/EIS or will have effects that are substantially more severe than those covered in the WDM EIR/EIS. Although these effects may be significant in the absence of additional mitigation beyond the WDM EIR/EIS's measures, revisions to the proposed County Program or additional mitigation measures have been agreed to by the county that would avoid or reduce the effects so that clearly no significant effects would occur. A **MITIGATED NEGATIVE DECLARATION** will be prepared.

- I find that the proposed County Program will have significant environmental effects that are (a) new and were not covered in the WDM EIR/EIS and/or (b) substantially more severe than those covered in the WDM EIR/EIS. Because one or more effects may be significant and cannot be clearly mitigated to less than significant, an **ENVIRONMENTAL IMPACT REPORT** will be prepared.

Signature

Date

Printed Name

Title

Attachment A: Mitigation Measures

- MM-BIO-1. Wildlife species designated as “Fully Protected” under California Fish and Game Code Sections 3511, 4700, 5050, and 5515 shall not be taken or possessed unless authorized by the CDFW. This exclusion does not apply when such species pose an imminent threat to human health and safety (e.g., potential collision with aircraft); however, non-lethal measures shall be considered before selecting the option of lethal WDM for Fully Protected species.
- MM-BIO-2. Lethal removal of mountain lion in Counties where the species is listed under the California Endangered Species Act would only occur under the following circumstances:
- The subject mountain lion has been designated by a law enforcement official as an imminent threat to public health or safety.
 - A depredation permit has been issued by CDFW
- MM-BIO-3. Minimize the activity area of WDM to the extent feasible by coordinating with land managers and landowners, placing equipment primarily on previously disturbed sites, using vehicles on existing roads and trails to the extent practicable, and avoiding entering wetland areas when the wildlife conflict does not occur in the wetland.
- MM-BIO-4. Proposed Project/Proposed Action installation of electrified fencing and other fencing shall be limited to site-specific applications and shall avoid impeding movement through wildlife migration corridors to the extent feasible.
- MM-BIO-5. Prior to conducting WDM, the entity responsible for conducting the WDM activity shall ensure that the planned WDM activities do not violate any local policies or ordinances protecting biological resources.
- MM-BIO-6. If WDM activities under the Proposed Project/Proposed Action receive coverage from an Implementing Entity of an adopted Habitat Conservation Plan (HCP) or Natural Community Conservation Plan (NCCP) for take of species covered under those plans, the entity conducting the WDM activity shall ensure that the WDM activity is conducted in accordance with all requirements and conditions of the Incidental Take Permits, HCP/NCCP, and Implementing Agreement (if applicable) for those plans.
- MM-BIO-7. Entities conducting WDM shall follow the protective measures in WS-California ESA Section 7 compliance.
- MM-TCR-1. Consulting tribes that have so requested shall be provided with an annual summary of wildlife damage management (WDM) activities that occurred within the Counties identified as their tribal cultural resource/tribal cultural place. Consulting tribes shall be provided a reasonable opportunity to review the Proposed Project/Proposed Action activities, review the location of activity implementation on public lands, and provide comment with regard to potential impacts to tribal cultural resources or other resources of Native American cultural value. In the event that a potential resource is identified by a consulting tribe that might be affected, the responsible County government, the CDFA, and/or

WS-California shall work with the traditionally culturally affiliated tribe(s) to develop a reasonable and feasible strategy to ensure activities avoid, minimize, or otherwise appropriately mitigate impacts. In the event that an agreed strategy cannot be developed, Counties, the CDFA, and/or WS-California would make the ultimate determination, ensuring compliance with local, state, and federal regulatory conditions.

- MM-HAZ-1: If the use of WDM hazardous materials in the vicinity of a school is necessary, wildlife specialists will conduct WDM when children are not present, unless public health and safety is at risk. Wildlife specialists shall allow for adequate quarantine time prior to reentry, and will remove any physical materials when WDM is complete.
- MM-HPHS-1: Training and/or certification will continue to be required for any firearm or firearm-like device use, including all wildlife specialists (federal, state, regional, and local).
- MM-HPHS-2: Wildlife specialists will be vigilant to the presence of livestock guarding animals or licensed companion animals while conducting WDM on private or public lands to avoid unwanted interactions.

Under certain extenuating circumstances (including emergency operations, actions to protect human safety, rapid response activities, or the permission of the sensitive receptor[s] that could experience the noise impact), the necessity for mitigation may be waived; however, residual impacts under such waiver allowances could remain significant. The following mitigation measures would reduce Proposed Project activity noise levels at the closest residential receivers to be compliant with applicable standards.

- MM-NOISE-1 Electronic distress sounds shall not be used continuously for more than 8 hours within 30 feet of an occupied structure during daytime hours (sunrise to sunset).
- MM-NOISE-2 Propane exploders shall not be used within 140 feet of an occupied structure during daytime hours (sunrise to sunset) nor within 1,850 feet of an occupied structure during nighttime hours (sunset to sunrise).
- MM-NOISE-3 Pyrotechnic devices (i.e., screamer siren, CAPA, etc.) shall not be used within 200 feet of an occupied structure during daytime hours (sunrise to sunset).
- MM-NOISE-4 Daytime use of ATVs for spraying chemical repellents shall not occur closer than 35 feet from an occupied structure. ATVs shall not be used for nighttime chemical spraying operations.
- MM-NOISE-5 Trapping activities employing a pick-up truck or ATV shall not be conducted within 25 feet of an occupied structure during daytime hours (sunrise to sunset) nor within 180 feet of an occupied structure during nighttime hours (sunset to sunrise).
- MM-NOISE-6 The use of rocket or cannon nets shall not occur within 250 feet of an occupied structure during daytime hours (sunrise to sunset) nor within 13,000 feet of an occupied structure during nighttime hours (sunset to sunrise).
- MM-NOISE-7 Aerial shooting activities occurring during the daytime shall not be conducted closer than 750 feet (as measured on the ground) from an occupied structure unless a suppressor is used. If a suppressor is used, daytime aerial shooting activities could be conducted without any horizontal ground distance separation from an occupied structure.

MM-NOISE-8 Aerial shooting activities occurring during the nighttime shall not be conducted closer than 22,000 feet (approximately 5 miles) from an occupied structure unless a suppressor is used. If a suppressor is used, Project nighttime aerial shooting activities shall not be conducted closer than 6,250 feet (approximately 1.2 miles) from an occupied sensitive receptor.

MM-NOISE-9 For daytime shooting activities involving an 8-hour duration, shooting shall not occur at distances from an occupied structure less than indicated below; if shorter distances are required, reduce the duration of shooting activities until such distance can meet the standards, as prescribed in MM-NOISE-10 to MM-NOISE-12.

- For .308 Caliber Rifle, not less than 7,000 feet (without suppressor) or not less than 900 feet (with suppressor).
- For 12-Gauge Shotgun, not less than 3,500 feet (without suppressor) or not less than 225 feet (with suppressor).
- For .22 Caliber Rifle, not less than 1,300 feet (without suppressor) or not less than 90 feet (with suppressor).
- For bolt-action .22 Caliber Rifle with integrated suppressor and using sub-sonic ammo, not less than 1 foot.

MM-NOISE-10 For daytime shooting activities involving a **4-hour duration**, shooting shall not occur at distances from an occupied structure less than indicated below; if shorter distances are required, reduce the duration of shooting activities until such distance can meet the standards, as prescribed in MM-NOISE-11 to MM-NOISE-12.

- For .308 Caliber Rifle, not less than 5,500 feet (without suppressor) or not less than 650 feet (with suppressor).
- For 12-Gauge Shotgun, not less than 2,700 feet (without suppressor) or not less than 175 feet (with suppressor).
- For .22 Caliber Rifle, not less than 1,000 feet (without suppressor) or not less than 70 feet (with suppressor).
- For bolt-action .22 Caliber Rifle with integrated suppressor and using sub-sonic ammo, not less than 1 foot.

MM-NOISE-11 For daytime shooting activities involving a **2-hour duration**, shooting shall not occur at distances from an occupied structure less than indicated below; if shorter distances are required, reduce the duration of shooting activities until such distance can meet the standards, as prescribed in MM--MM-NOISE-12.

- For .308 Caliber Rifle, not less than 4,500 feet (without suppressor) or not less than 450 feet (with suppressor).
- For 12-Gauge Shotgun, not less than 2,200 feet (without suppressor) or not less than 125 feet (with suppressor).
- For .22 Caliber Rifle, not less than 700 feet (without suppressor) or not less than 50 feet (with suppressor).
- For bolt-action .22 Caliber Rifle with integrated suppressor and using sub-sonic ammo, not less than 1 foot.

MM-NOISE-12 For daytime shooting activities involving a **30-minute duration**, shooting shall not occur at distances from an occupied structure less than indicated below.

- For .308 Caliber Rifle, not less than 2,750 feet (without suppressor) or not less than 225 feet (with suppressor).
- For 12-Gauge Shotgun, not less than 1,200 feet (without suppressor) or not less than 70 feet (with suppressor).
- For .22 Caliber Rifle, not less than 350 feet (without suppressor) or not less than 25 feet (with suppressor).
- For bolt-action .22 Caliber Rifle with integrated suppressor and using sub-sonic ammo, not less than 1 foot.

MM-NOISE-13 For nighttime shooting activities involving an **8-hour duration**, shooting shall not occur at distances from an occupied structure less than indicated below; if shorter distances are required, reduce the duration of shooting activities until such distance can meet the nighttime standards, as prescribed in MM-NOISE-14 to MM-NOISE-16, or conduct the shooting activity during the daytime following distance/duration restrictions prescribed in MM-NOISE-9 to MM-NOISE-12.

- For .308 Caliber Rifle, not less than 18,000 feet (without suppressor) or not less than 5,200 feet (with suppressor).
- For 12-Gauge Shotgun, not less than 12,500 feet (without suppressor) or not less than 2,000 feet (with suppressor).
- For .22 Caliber Rifle, not less than 7,000 feet (without suppressor) or not less than 900 feet (with suppressor).
- For bolt-action .22 Caliber Rifle with integrated suppressor and using sub-sonic ammo, not less than 2 feet.

MM-NOISE-14 For nighttime shooting activities involving a **4-hour duration**, shooting shall not occur at distances from an occupied structure less than indicated below; if shorter distances are required, reduce the duration of shooting activities until such distance can meet the nighttime standards, as prescribed in MM-NOISE-15 to MM-NOISE-16, or conduct the shooting activity during the daytime following distance/duration restrictions prescribed in MM-NOISE-9 to MM-NOISE-12.

- For .308 Caliber Rifle, not less than 16,500 feet (without suppressor) or not less than 4,200 feet (with suppressor).
- For 12-Gauge Shotgun, not less than 11,000 feet (without suppressor) or not less than 1,500 feet (with suppressor).
- For .22 Caliber Rifle, not less than 5,500 feet (without suppressor) or not less than 650 feet (with suppressor).
- For bolt-action .22 Caliber Rifle with integrated suppressor and using sub-sonic ammo, not less than 2 feet.

MM-NOISE-15 For nighttime shooting activities involving a **2-hour duration**, shooting shall not occur at distances from an occupied structure less than indicated below; if shorter distances are required, reduce the duration of shooting activities until such distance can meet the nighttime standards, as prescribed in

MM-NOISE-16, or conduct the shooting activity during the daytime following distance/duration restrictions prescribed in MM-NOISE-9 to MM-NOISE-12.

- For .308 Caliber Rifle, not less than 14,500 feet (without suppressor) or not less than 3,200 feet (with suppressor).
- For 12-Gauge Shotgun, not less than 9,500 feet (without suppressor) or not less than 1,100 feet (with suppressor).
- For .22 Caliber Rifle, not less than 4,500 feet (without suppressor) or not less than 450 feet (with suppressor).
- For bolt-action .22 Caliber Rifle with integrated suppressor and using sub-sonic ammo, not less than 1 foot.

MM-NOISE-16 For nighttime shooting activities involving a **30-minute duration**, shooting shall not occur at distances from an occupied structure less than indicated below; if shorter distances are required, conduct the shooting activity during the daytime following distance/duration restrictions prescribed in MM-NOISE-9 to MM-NOISE-12.

- For .308 Caliber Rifle, not less than 11,000 feet (without suppressor) or not less than 2,000 feet (with suppressor).
- For 12-Gauge Shotgun, not less than 6,500 feet (without suppressor) or not less than 550 feet (with suppressor).
- For .22 Caliber Rifle, not less than 2,750 feet (without suppressor) or not less than 225 feet (with suppressor).

For bolt-action .22 Caliber Rifle with integrated suppressor and using sub-sonic ammo, not less than 1 foot.

Attachment B: List of Analyzed Methods and Activities (Appendix C-2 WDM EIR/EIS)

CDFR Methods Descriptions

1 Overview

CDFA recognizes the federal expertise in managing wildlife conflicts that Wildlife Services (WS-California) brings to California.² The wildlife damage management (WDM) activities and methods that WS-California *currently* uses are described in detail in Appendix C-1. WS-California Methods Descriptions. Should an individual County enter into a Cooperative Service Agreement (CSA) with WS-California, their WDM would be consistent with the descriptions provided in Appendix C-1.

The following is a description of WDM activities and methods that may be used by CDFA and participating California Counties (and their agents, thereof), *independent* of WS-California. However, these activities and methods directly build upon those previously described, and thus are familiar, proven, and compatible. To ensure consistency in how WDM activities and methods are carried out by CDFA (and participating California Counties), CDFA shall adopt the Wildlife Services Directives as part of the WDM Program (USDA 2020).

2 Site Presence

WDM actions require the presence of qualified and properly trained personnel³ (referred to herein as “wildlife specialists”) at the locations where wildlife damage is occurring. Before CDFA and/or participating Counties included in the CDFA WDM Program conduct any WDM activities or methods, a written request for assistance from the land or resource owner/manager⁴ for public, private, or tribal lands) must be received. Wildlife specialists may use 4-wheel drive vehicles, all-terrain vehicles (ATVs), snow machines, aircraft, boats, or hoof stock for conveyance when conducting WDM activities and methods. When operating on federally or state-owned lands, wildlife specialists must comply with all applicable laws and regulations, as well as all terms and conditions set forth in any memorandum of understanding (MOU) negotiated with the relevant land management agencies.

3 Technical Assistance (All Species)

Technical assistance may be provided by wildlife specialists when a land or resource owner/manager requests assistance in resolving a conflict with wildlife. Wildlife specialists may provide information, demonstrations, technical assistance, and advice on available and effective WDM techniques. Technical assistance may include demonstrations on the proper use of management devices and information and advice on animal husbandry practices, techniques to modify human behavior, habitat management techniques, and animal behavior modification devices. Deciding which recommendations to suggest requires substantial deliberation. Part of the decision-making process may include an on-site visit and/or consultation with the requestor. Generally, several short and long-term management strategies would be described and recommended. Because the requestor is primarily responsible for implementing these strategies, the recommendations would be based on the abilities of the requestor, the level of risk, need, and practical application. Compliance with applicable federal, state, and local laws and regulations is the responsibility of the land

² There are Wildlife Services (WS) offices representing all 50 states, the District of Columbia, Guam, and the Virgin Islands.

³ As described in this document, “wildlife specialists” refer to CDFA and/or County personnel (or their agents thereof) that have been specifically trained to carry out WDM activities and methods, including technical assistance as well as operational activities in the field. Wildlife specialists are required to undergo periodic education in current WDM techniques (including use of special equipment such as federally-licensed firearms, pyrotechnics, and specialized traps), and to carry out WDM activities and methods in compliance with local, state, and federal laws.

⁴ The land or resource owner/manager are also referred to as the ‘owner/operator’ or ‘reporting party.’

or resource owners/managers when self-implementing the activities and methods described as part of technical assistance.

3.1 Modification of Human Behavior

Modification of human behavior may be recommended to prevent and resolve conflicts between humans and wildlife. For example, the elimination of both inadvertent feeding (i.e., improper disposal of garbage/storage of camp food, outdoor pet feeding, and feeding of cat colonies) and intentional feeding of wildlife by members of the public may be recommended. Peri-domestic wildlife species (such as raccoons and striped skunks) adapt well to living near humans, and studies have shown increased density of mesocarnivore species along the urbanization gradient in part due to the capitalization of anthropogenic food sources (Salek et al. 2015). Unnatural densities of these species in proximity to conservation lands may result in damage to native or threatened and endangered (T&E) species. Even with considerable effort from land or resource owners/managers, it can be difficult to consistently enforce no-feeding regulations and to effectively educate all people concerning the potential liabilities of feeding wildlife. Other examples of modifying human behavior could include altering activity periods and walking in groups.

3.2 Habitat Modification

Habitat modification can be an integral part of WDM. Wildlife production and/or presence are often directly related to the type, quality, and quantity of suitable habitat. While wildlife specialists may recommend or be consulted on the types of habitat modifications that could be implemented to lessen or avoid damage, in all cases, the land or resource owners/managers would be responsible for evaluating and implementing habitat modifications.

3.3 Animal Husbandry Modification

Animal husbandry modifications include the level of livestock handling and care, shifts in the timing of breeding and births, changes in herding techniques, livestock species selection, and the use of human or animal guards (e.g., dogs, donkeys, and llamas) to protect livestock.

The level of care or attention given to livestock may range from daily to seasonal. Generally, as the frequency and intensity of livestock handling increases, so does the degree of protection. The risk of depredation is greatest in operations where livestock are left unattended for extended periods. This risk can be reduced when operations permit nightly gathering so that livestock are inaccessible during the hours when predators are most active. This risk diminishes as age and size increase and can be further minimized by holding expectant females in pens or sheds to protect births and by holding newborn livestock in pens for the first two weeks. Shifts in breeding schedules can also reduce the risk of depredation by altering the timing of births to coincide with the greatest availability of natural prey to predators or to avoid seasonal concentrations of migrating predators (such as golden eagles).

The use of human custodians and guarding animals may also provide significant protection in some instances. The presence of herders to accompany bands of sheep on an open range may help ward off predators. Guard dogs have also proven successful in many sheep and goat operations. The supply of proven guarding dogs is generally quite limited, and typically requires that people purchase and rear a pup. Therefore, there is usually a four- to eight-month period of time necessary to raise a guarding dog before it becomes an effective deterrent to predators. Because 25 to 30 percent of dogs are not successful even after training, there is a reasonable chance that the first dog raised as a protector will not be effective. Furthermore, the effectiveness of guarding dogs may not be sufficient in areas where

there is a high density of predators, where livestock widely scatter to forage, or where dog-to-livestock ratios are less than recommended.

Altering animal husbandry to reduce wildlife damage can also be effective, although it has many limitations. For example, nightly gathering may not be possible where livestock are in many fenced pastures and where grazing conditions require livestock to scatter. Hiring extra herders, building secure holding pens, and adjusting the timing of births can be prohibitively expensive. Furthermore, the costs associated with a change in husbandry practices can often exceed any potential savings because the timing of births is often managed to coincide with weather patterns or seasonal marketing of young livestock.

3.3.1 Physical Exclusion

Physical exclusion refers to the separation of damage-causing wildlife from the resource to be protected and is considered one of the earliest forms of WDM.

Barrier fencing is typically used to prevent access to areas containing infrastructure (including road structures and bridges) and valued property such as gardens, fishponds, trees, orchards, dwellings, livestock or poultry pens, and T&E species. Selection of a barrier system depends on the wildlife species being excluded, expected duration of damage, size of the area or facility to be excluded, compatibility of the barrier with other operations (e.g., feeding, cleaning, harvesting, recreational activity, etc.), possible damage from severe weather, and effect on site aesthetics. The barrier system also depends on the resource being protected and its value. Systems can range from relatively simple systems such as metal flashing and hardware cloth to highly complex mesh and grid systems and electric fencing. Barrier systems can initially be very costly to erect and expensive to maintain, but can provide a long-term, highly effective solution to some damage problems.

Electric fencing could be used to alleviate damage caused by wildlife. The application of electrified fencing would generally be limited to site specific application where predation is occurring in a very limited geographic scale. Limits of this application arise where there are multiple land or resource owners/managers along a wetland, pond, or lake, the size of the area is relatively large, or where the area is in proximity to bodies of water. Predator control through judicious use and placement of electric fences and other barriers, as well as by trapping efforts, have reduced losses of adults, eggs, and/or young (USFWS 1985). While electric fencing may be effective in repelling predators in some urban settings, its use is often prohibited in many municipalities for human safety reasons. Problems that typically reduce the effectiveness of electric fences include vegetation on fence, flight capable birds, fencing knocked down by other animals (e.g., deer and dogs), and poor or intermittent power sources.

Tree protectors and sheathing can consist of wrapping hardware cloth, solid metal flashing, or other materials around the trunk of the tree, and are used to protect trees from beavers by physically preventing the semi-aquatic animal from causing damage. Sheathing or tree protectors could also be used in some situations to prevent access to trees canopies to protect nesting birds from predators. However, sheathing may be impractical where there are numerous plants or trees to protect, so it is mostly used in urban settings where only a few trees or objects need protection.

Netting can be useful in preventing birds from accessing resources or forming large roosts that could cause a risk to human health and safety and/or decrease aesthetics. For instance, the ceiling of parking garages can be netted to prevent pigeons and other birds from roosting above cars and dropping debris and feces on cars and people. Netting can be installed in hangers to exclude birds from perching or nesting indoors. Netting can be very successful if done correctly but it can be expensive and requires routine maintenance. Netting is also not practical over large areas.

Overhead wire grids can deter birds from using specific areas where they are causing a nuisance (Johnson 1994). The wires represent an obstacle that is difficult for a flying bird to see/navigate and make the area less attractive to birds. Overhead wire grids are more practical and cost effective than netting for large areas; for example, they can be used to keep some waterfowl out of retention ponds on airfields.

Perch inhibitors can be used to keep birds from perching on sensitive equipment and interfering with function. Perch inhibitors can be anything that render the perching area unusable to birds: zip ties, bird spikes, thin wire strung over the perch, golf tees, etc.

Chemical applications/tactile/taste repellents are materials that are rough and can discourage, reduce, or prevent the gnawing behavior of rodents, tacky or sticky substances to prevent perching, or non-hazardous chemical compounds designed to cause pain or discomfort. Abrasives produce an unpalatable surface which irritates the teeth and mouth of rodents when they attempt to gnaw or chew on the surface. Flexible materials, such as sandpaper, grinder pads, and fine-mesh stainless steel screening can be placed on or over objects (e.g., electrical wiring, plastic piping, fruit trees, etc.) that are susceptible to gnawing rodents. Fine sand can be added and mixed with paint, glue, or other suitable liquid adherents to formulate a paste or heavy mixture that can be brushed-on or applied to a surface to discourage rodent gnawing. This method has had limited success when applied or painted on tree trunks to discourage beaver from cutting down trees. Abrasives are most practical where only a few trees or areas need protection. Primary repellents exemplified by tacky or sticky substances to prevent perching, or chemical compounds designed to affect pain or discomfort, evoke a limb withdraw or escape behavior (Clark and Avery 2013). Taste repellents such as methyl anthranilate and activated charcoal have shown to deter geese from grazing and repel passerines in laboratory feeding trials (Mason and Clark 1992).

Surface coverings could be used to provide hides for T&E species and decrease the success rate of predator detection. For example, clay roof tiles have been placed within California least tern colonies to act as chick shelters (USFWS 2006).

3.3.2 Harassment and Deterrent Methods

Harassment and deterrent devices rely on the use of sound, lights, pursuit, or other methods to frighten and disperse animals from the area to be protected. The success of frightening methods depends on animals' fear of, and subsequent aversion to, offensive stimuli. Once animals become habituated to a stimulus, they often resume their damaging activities. Considerable effort is usually required to consistently apply frightening techniques and then vary them sufficiently to prolong their effectiveness. Over time, some animals learn to ignore commonly used frightening methods that are no longer perceived as threats. In many cases animals frightened from one location become a problem at another.

Distress/predator calls are electronic devices that mimic sounds exhibited when target species are in distress, which is intended to cause a flight response and disperse target animals from the area. This technique is primarily used for avian management. Alarm calls are given by birds when they detect predators, while distress calls are given by birds when they are captured by a predator (Seamans and Gosser 2016). When other birds hear these calls, they believe a predator is present or a bird has been captured (Seamans and Gosser 2016).

Propane exploders/cannons produce noise that is intended to represent a firearm discharge. They are attached to a propane tank and regulated to discharge at certain intervals. Propane cannons work best when the interval of the discharge is random, the cannons are moved regularly, and they are combined with other methods, such as effigies. Although a propane exploder can be an effective dispersal tool for birds in agricultural settings, resident waterfowl in urban areas are more tolerant of noise and habituate to propane exploders relatively quickly.

Pyrotechnics are best described as controlled fireworks and can be safely used in a number of situations involving birds (USDA 2010). Pyrotechnics include, but are not limited to: screamers, bird bombs, CAPA cartridges, and 12-gauge cracker shells. 12-gauge cracker shells are shotgun shells containing an explosive round that is projected up to 200 feet in the air before exploding. Bird bombs and screamers are fired from 6 mm starter pistols; they are used similarly to 12-gauge cracker shells, but they travel a shorter distance. For example, bird bombs travel approximately 75-100 feet before exploding. Screamers are similar to bird bombs, but they whistle in flight, leave a small trail of smoke in their wake, and do not explode. CAPA cartridges are fired from an 18.6 mm launcher and travel approximately 1,000 feet and explode generating a sound of approximately 150 dB at 32 feet.

As with frightening devices and propane exploders, the effects of pyrotechnics on nontarget wildlife need to be considered. For example, special-status birds or birds protected under the Migratory Bird Treaty Act (MBTA) may be disturbed or frightened from nesting sites.

Paintball guns are used as a non-lethal harassment method to disperse wildlife from areas using physical harassment. Paintballs are occasionally used to harass species such as waterfowl, raptors, and doves and to remove swallow nests. Paintballs can be used to produce negative physical and visual stimuli that can aid in the dispersal of birds from areas where conflicts or threats of conflict are occurring. Washable, clear paintballs would be used unless otherwise directed by the state or federal wildlife agency with jurisdiction over the lands where this method is used.

Water spray can be used to harass or disperse wildlife. It can be used to produce negative visual and physical stimuli to disperse birds such as swallows from areas where conflicts or potential conflicts are occurring. High pressure water spray is also used to remove swallow nests from areas where conflict is occurring. Work involving the removal of active nests is always performed under a MBTA depredation permit. Motion triggered sprinklers can also be used to deter deer and birds from damaging landscaping and smaller plantings.

Lasers and lights are used with mixed results to frighten target wildlife. Lights can be used to flush avian predators off hunting perches; however, many animals can become accustomed to such lights over time. Lasers have shown some effectiveness with waterfowl, wading birds, gulls, vultures, and crows (USDA 2003). Lasers have a narrow, targeted beam which are used to depict a novel object approaching the bird that elicits a flight response. Best results are achieved under low-light conditions (i.e., sunset through dawn) and targeting structures or trees proximate to roosting birds, thereby reflecting the beam (USDA 2003; Blackwell et al. 2002).

Scarecrows and effigies often depict predator animals (e.g., alligators, owls), people, or mimic distressed target species (e.g., dead ravens, dead crows) and they are intended to elicit a flight response from target birds, which disperses those birds from the area. Avery et al. (2008) found that effigies could be effective at dispersing crows. When crow aggregations are relatively small, then effigies might suffice, but for large roosts it is likely that reinforcement with additional methods such as pyrotechnics or distress calls will be needed (Avery et al. 2008). Crow or raven effigies are mainly used to protect nesting colonies or individual nests from avian predators. In general, scarecrows would be most effective when they are moved frequently, alternated with other methods, and are well maintained. Scarecrows tend to lose effectiveness over time and become less effective as populations of target species increase (Smith 1999), though they have been used effectively to deter raptors from establishing nests on certain power structures by mimicking utility staff accessing the tower.

Eye-spot balloons and mylar strips and balloons provide visual harassment for wildlife. Eye-spot balloons have large eyes that are intended to give birds a visual cue that a large predator is present. Mylar® tape and flags can also be used to deter birds from certain areas. These materials produce sound and flashes in the sun when wind blows over it that may frighten some species.

Radio-controlled vehicles can be used to haze wildlife from undesirable areas. Radio-controlled boats, cars, and drones can be used to move wildlife off ponds, saturated areas, and areas that are otherwise impassible. These tools are used to provide wildlife a visual stimulus to leave the area and not used to make (physical) contact with wildlife.

Vehicles can be used to pursue animals as a form of harassment. The purpose is to approach the animals with a large object, sometimes with lights flashing and a siren, to scare the birds away from an area. This technique is often used in airports. The vehicle is never used to run over or injure the animal.

Tactile repellent products reportedly deter birds from roosting on certain structural surfaces. Commercially available products such as polybutene present a tacky or sticky surface that the birds avoid. Different formulations, both liquid and gel, may be appropriate for many different situations, such as trees, shrubbery, ledges, beams, windowsills, gutters, cornices, roof lines (perimeters), and air conditioners (Zemsky 1995). The substance does lose its tackiness after approximately one year; moreover, the old material would need to be removed and new material reapplied (Zemsky 1995).

Olfactory repellents are used to deter animals from using specific areas for shelter or feeding. These commercially available products contain strong herbal odors. This smell encourages the sheltering animal to vacate the specific location where applied.

Dogs have been used successfully to disperse birds, especially waterfowl in urban and suburban areas (Seamans and Gosser 2016). Properly trained dogs provide harassment that birds recognize as threats. As with any bird dispersal technique, dogs are more effective when used in combination with other methods, as birds may become habituated to dogs and may no longer react to their presence (Seamans and Gosser 2016).

4 Operational Assistance

The CDFA WDM Program includes WDM activities and methods that would use specialized equipment (i.e., pyrotechnics, specialized traps, and firearms). However, the cost and required expertise or training needed to effectively use specialized equipment, may be a limiting factor. In certain cases, the specific WDM activity or method may require coordination with and assistance from WS-California wildlife specialists.

The majority of operational assistance activities (activities conducted in the field) are anticipated to be performed by wildlife specialists (or their agents) or by WS-California wildlife specialists as part of a cooperative service agreement (CSA) with a County (described in Appendix C-1). Emergency/rapid response operational assistance activities may be conducted by CDFA, Counties, or WS-California wildlife specialists, as appropriate.

4.1 Avian Methods

4.1.1 Physical Exclusion

Physical exclusion refers to the separation of damage causing wildlife from the resource to be protected and is considered one of the earliest forms of WDM. Examples of physical exclusion techniques include:

Netting – see description above in technical assistance.

Overhead wire grids – see description above in technical assistance.

Perch inhibitors – see description above in technical assistance.

Chemical applications/tactile/taste repellents – see description above in technical assistance.

Surface coverings – see description above in technical assistance.

One-way Door Excluders are devices usually used in urban settings to allow an animal to leave an area where it is unwanted by way of a one-way door or a narrowing exit that prevents them from re-entering through the same entrance. They can be used for small mammals, meso-mammals, bats, and some bird species. They are installed over a hole (usually in the side of a house or other building) with the door opening from the inside of the structure outside. Once the animal has exited the door serves as a barrier to re-entrance. Once it is ascertained that no more animals are in the structure, the land or resource owner/manager is usually advised to repair the hole.

4.1.2 Harassment and Deterrent Methods

Distress/predator calls – see description above in technical assistance.

Propane exploders/cannons – see description above in technical assistance.

Pyrotechnics – see description above in technical assistance.

Water spray – see description above in technical assistance.

Lasers – see description above in technical assistance.

Scarecrows and effigies – see description above in technical assistance.

Eye-spot balloons and mylar strips and balloons – see description above in technical assistance.

Radio-controlled vehicles – see description above in technical assistance.

Vehicles – see description above in technical assistance.

Tactile repellent products – see description above in technical assistance.

Olfactory repellents – see description above in technical assistance.

Dogs – see description above in technical assistance. Government-owned and employee-owned trained dogs will accompany wildlife specialists when there is an operational need. Dogs would not be allowed to intentionally kill animals.

Paintball guns – see description above in technical assistance.

4.1.3 Capture Methods

Live capture methods are used to capture individuals causing damage. Most of these methods involve the use of traps set to capture and hold the animal alive until personnel arrive. The animal can then be euthanized or released as appropriate. Some individuals are relocated with the approval of California Department of Fish and Wildlife (CDFW)

and United States Fish and Wildlife Service (USFWS). Any traps set by wildlife specialist shall be checked by the wildlife specialist, the land or resource owner/manager, or their designated agent.

Air cannon/rocket nets are typically used for larger birds, such as waterfowl and turkeys, and use compressed air to propel a net up over birds, which have been baited to a particular site. The habitat must be relatively flat, open, and void of vegetation that could become tangled in the net and allow for target species to escape.

Bow nets/E-Z catch nets are normally used to capture raptors, but may also be used for European starlings, shorebirds, and other species using visual bait and/or conspecific decoys. Bow nets are set on the ground and are remotely triggered from a nearby observation site. Once triggered, the net envelops the target birds. The captured bird is removed from the net as gently and quickly as possible to avoid entanglement and additional stress. Wildlife specialists shall positively identify the target species prior to deploying the trap. These nets are operated by a spring-loaded system with a net between two curved (bowed) rods. When used to capture raptors, a lure animal is placed at the center to attract the raptor to the trap. This method can also be elevated to increase success of capturing certain species. E-Z catch nets are similar to bow nets except that they have a treadle/trigger that is set off by the animal.

Drop nets are nets suspended over a pre-baited site and manually or remotely triggered to drop on target animals. Decoys (live and/or fake) may also be used to enhance the effectiveness of drop nets. Drop nets require specific knowledge of the targeted species' congregation locations and timing to be effective. CDFA/County wildlife specialists would first monitor the pre-baited site and when the target species is in the correct location under the nets, and then activate the net from a nearby location, quickly securing the target wildlife to prevent escape.

Hand nets are used to catch birds in confined areas (e.g., buildings). Most hand nets resemble fishing dip nets with soft netting of various grids and diameters mounted on a long handle. A variation of the hand net is a round net with weights at the edges of the net. It is thrown and is like throw nets used for fishing. Hand nets are a species-specific, live-capture technique.

Mist nets are more commonly used for capturing small-sized birds but can be used to capture larger birds such as ducks and ring-necked pheasants or smaller hawks and owls. Mist nets are fine silk or nylon nets, usually black or tan in color, and range from 3 to 10 feet wide and 25 to 35 feet long. Net mesh size determines the species of birds that can be caught. They are strung between poles in locations where the target birds are known to travel (i.e., along a stream, across an opening in a wooded area) so that the nets form loose pockets. When the bird flies into the nets they are caught up in the pockets. Mist nets can also be used in doorways. Mist nets are monitored by personnel and birds are removed promptly.

Dho-gazza traps employ larger gauge mist nets that are strung between poles with a lure animal placed inside of the nets to attract the target species to the trap. The mist nets are set to breakaway and thus wrap the raptor up in the net. This trap is most often used to capture northern harriers.

Net guns/launchers use a firearm blank or compressed air to propel a weighted net up over birds, which have been baited to a particular site or habituated to the close proximity of human presence. Net guns are handheld and manually discharged while net launchers are ground based and remotely discharged from a nearby observation site.

Padded-jaw foot-hold traps altered for birds. (Full padded-jaw foot-hold description can be found in the Mammalian Methods section). Modified Padded-jaw foot-hold traps can be used for avian species. For avian species the factory supplied springs are weakened or replaced to decrease the amount of pressure, and either surgical tubing or foam is

added for extra padding. These traps are placed where target birds have been observed perching on the ground. The trap is anchored so that the captured bird cannot leave the location.

Pole traps (Verbail or modified padded-jaw foot-hold traps) are traps on the top of a pole and are primarily used to capture raptors. “Pole traps are live traps that can be effective and humane tools for alleviating certain problems caused by raptors” (USFWS 2005). Depending on the species being trapped, the modified padded-jaw foot-hold trap size, pole height, trap placement, and trap location are all taken into consideration by wildlife specialists prior to setting. The padded-jaw foot-hold trap is highly modified with the original springs either replaced or weakened in addition to having off-set jaws, and either surgical tubing or foam rubber securely attached to the already rubberized jaw for extra padding. Traps are attached to a guide rod or thick wire that runs from the trap down the pole to the ground. Once an animal is captured, the trap and raptor slide down the guide to the ground for handling. A Verbail trap consists of a platform or stand wrapped with a nylon cord and associated steel spring placed on top of a pole. When tripped, the cord wraps around the bird’s foot and holds it. The steel spring is attached to a guide wire which allows the trap to slide down the pole to the ground.

Bal-chatri traps (BC traps) consist of a small wire cage with monofilament nooses attached to the top and sides of the trap. The monofilament test line (ranging from 8.25-pound test fishing line) and noose size will vary depending on the size of the target species. The trap is baited with a mouse and/or other live bait depending on the size of the target species; the lure animals are protected inside the trap from the target species. Cages are generally constructed of ½ inch wire hardware cloth and may be 2-3 inches tall and 10-14 inches square. A 2 to 4 pound weight (such as large fishing weights or bench press weights) are attached to the trap to prevent the raptor from moving the trap once it is caught. These traps would be deployed in the line of sight of the target raptor and would be constantly monitored by wildlife specialists.

Phai hoop traps have a circular shape and have many upright nooses placed all along its circumference. A lure animal is placed in the center of the hoop. The trap is deployed within sight of a raptor, similar to a BC trap. As the raptor extends its legs to grab the lure, it becomes ensnared by the hoop’s nooses.

Pigeon harnesses are a piece of leather or heavy material that fits onto lure bird such as a pigeon or starling like a backpack and allows the lure bird its full range of motion. Heavy weight monofilament line tied into sliding nooses are attached to the backpack and a ground anchor or weight is attached to secure everything to the ground. The pigeon harness is deployed similarly to the BC trap and the nooses that are attached to the harness catch on the targeted raptor’s talons, toes and/or feet. This method is effective at capturing peregrine falcons; it is constantly monitored and only used when a target raptor is present.

Funnel traps are used to live-capture waterfowl. The traps can vary in size and are usually constructed of netting or wire mesh. Traps are set up in shallow water and baited; they allow waterfowl to enter the trap but prevent them from exiting. Traps would be checked regularly to address live-captured waterfowl.

Nest box traps are effective in capturing cavity nesting birds, such as European starlings, and operate similar to other live-capture traps. Nest box traps allow birds to enter a nest box, but not exit.

Nest/walk-in traps are similar to box or decoy traps. They are placed over an active nest or baited with food and allow the target bird to pass through a funnel, one-way, or drop-down door that confines the target. Nest and walk-in traps are effective in capturing ground nesting birds such as cormorants, ducks, geese, and ground feeding birds such as rock pigeons and mourning doves.

Swedish goshawk traps are compartment-style traps with a lower bait cage that houses a lure animal. The upper compartment is a trapping mechanism that consists of an “A” frame made of wood or metal along with a trigger that is mounted atop the bait cage. The side panels are generally made of mesh wire or netting. The sides of the “A” are hinged so that the sides are held open in a “H” shape by a trigger that stretches the length of the trap. The trigger mechanism is hinged in the middle. As a raptor enters the trapping mechanism to investigate the lure in the bait trap, it lands on or brushes against the trigger, which collapses and allows the sides to close back into an “A” shape trapping the raptor inside (Meng 1971; Kenward et al. 1983). The doors are held closed by springs. The bait cage can hold multiple lure animals to increase movement and/or visibility of the trap. Lure animals are provided with food and water while in the bait cage.

Cage traps are non-lethal capture devices. The size of the cage trap depends on the size of the targeted species; this helps limit the capture of non-target species by physically excluding them from the trap. Traps are set near signs of damage or in areas where the target species is known to travel and are usually baited with species-specific baits. Cage traps set by wildlife specialists would be checked daily. Cage traps are typically set with a bait or lure to encourage the target species to enter the trap. Baits can be chosen to be selective for target species. A trigger mechanism usually located at the back of the trap is triggered by the animal and the trap closes. The animal is enclosed in the trap and held until it is subsequently released or euthanized. Because the animal is held alive, if a non-target animal is captured, it can usually be released unharmed.

Box traps are similar to cage traps. They are rectangular in shape and either have a door that is triggered when an animal steps on a treadle or is a one-way door. The trap is baited with a food item that encourages the animal to walk through the door or the bait is placed in the expected path of the animal to lure it towards the trap.

Decoy traps are similar in design to the Australian Crow Trap as reported by McCracken (1972) and Johnson and Glahn (1994). Decoy traps are commonly rectangular, and they are generally constructed of a wooden or metal frame and wire mesh or netting to form an enclosure, which can be constructed in a variety of sizes, depending on the target species and the number of birds likely to be captured. Sides go up above the middle panel with the funnels and have perches to encourage birds to stay above the funnels, so they do not try to escape. Decoy traps used by wildlife specialists would target social flocking bird species such as crows, starlings, house sparrows and blackbirds. Live decoy birds of the same species being targeted are usually placed in the trap with sufficient food and water to assure their survival. Perches are configured in the trap to allow birds to roost above the ground and in a more natural position. The feeding behavior and calls of the decoy birds attract other target birds to the trap. In addition, the traps are often baited with food attractants. Openings in the enclosure allow target birds to enter the enclosure to feed on the bait. Openings are generally placed at the top of the enclosure and are generally about the length and width of target bird species with their wings folded so birds can enter but are unable to exit with their wings extended as they are flying upwards toward the openings. Active decoy traps are monitored daily to address captured birds and to replenish bait and water. Depending on design, decoy traps can be portable or permanent. Portable decoy traps generally consist of several parts and panels that require assembly once transported to a location where target animals are active.

Corral traps could be used to live-capture birds, especially waterfowl. Corral traps can be effectively used to live-capture waterfowl during the annual molt when birds are unable to fly. Each year for a few weeks in the summer, waterfowl are flightless as they are growing new flight feathers. This method consists of setting up an enclosure with an open end consisting of several movable panels. The birds are then surrounded by personnel and slowly guided into the corral trap and the panels are closed behind them. This method is labor intensive and requires multiple individuals to participate in the drive.

4.1.4 Lethal Methods

Water spray – see description above in avian harassment and deterrent methods. This method can be lethal to chicks and eggs when used on active nests. A MBTA depredation permit is required to use this method on active nests.

Shooting. Licensed firearms are used to selectively remove individual target animals. Shooting is a very targeted method, and a properly placed gunshot can cause immediate insensibility and a humane death (AVMA 2020). As needed, wildlife specialists may kill animals as quickly and humanely as possible; under some conditions a gunshot may be the only practical method of euthanasia (AVMA 2020). All applicable firearm safety precautions, laws, and regulations governing the use of firearms shall be followed by wildlife specialists when conducting WDM activities. Firearm safety training shall be required prior to use of this approach. The National Rifle Association (NRA) certified instructors and the NRA's curriculum for the basic pistol, rifle, and shotgun certifications are the officially recognized program for firearms safety training. CDFA/Counties would be required to periodically receive updated trainings. Wildlife specialists may use firearms in combination with other WDM techniques and/or modifications listed below.

- **Calling** consists of using voice, mouth, handheld, or electronic calls to draw predators into the area. Calling is often used to draw the target species into firearm range.
- **Night shooting** may be conducted with spotlights or night vision devices. Night vision devices are undetectable to the surrounding environment. Spotlights are high intensity lights that are used to identify and cause the target species to temporarily pause its movements and/or flush when exposed for a length of time.
- **Non-lead (non-toxic) ammunition.** Effective July 1, 2015, California state law (AB711) and subsequent regulations promulgated by the California Fish and Game Commission require the use of nonlead ammunition in a phased approach when taking wildlife for recreation or depredation purposes. Effective July 1, 2019, nonlead ammunition is required for the taking of any wildlife for any reason. More information on the regulations and phased approach can be found at <https://www.wildlife.ca.gov/Hunting/Nonlead-Ammunition>.
- **Suppressors.** Firearms create high intensity sound for short durations. When possible, and without reducing the effectiveness of the methods, CDFA/Counties may use suppressors (silencers) and specific ammunition (subsonic) to minimize the audio report of firearms. Suppressors and subsonic ammunition are most often used with rifles. Shotguns cannot always be suppressed without affecting shot pattern and/or shooting accuracy.

Carbon dioxide (CO₂) is sometimes used to euthanize birds that are captured in live traps. Live birds are placed in a container, such as a plastic 5-gallon bucket, or chamber that is then sealed shut. Carbon dioxide gas is released into the bucket or chamber and birds quickly die after inhaling the gas. This method is approved as a euthanizing agent by the American Veterinary Medical Association (AVMA) (AVMA 2013). Carbon dioxide gas is a byproduct of animal respiration, is common in the atmosphere, and is required by plants for photosynthesis. It is used to carbonate beverages for human consumption and is the gas released by dry ice.

Avicides. No avicides shall be directly used by CDFA/Counties wildlife specialists as part of the CDFA WDM Program. Use of DRC-1339 is limited to WDM activities carried out by WS-California wildlife specialists. CDFA/Counties may participate through cooperation or funding.

DRC-1339 is a slow acting avicide that is registered with the U.S. Environmental Protection Agency (EPA) for use on a number of bird species (e.g., ravens, crows, pigeons, gulls, blackbirds, and European starlings), and on various bait carriers, such as grain, meat baits, eggs, sandwich bread, and French fries. DRC-1339 is only available for use in

California under WS-California supervision. DRC-1339 was developed as an avicide because of its differential toxicity to mammals. DRC-1339 is highly toxic to sensitive bird species but only slightly toxic to non-sensitive birds, predatory birds, and mammals. Most bird species that are responsible for damage, including but not limited to starlings, blackbirds, pigeons, crows, magpies, and ravens, are highly sensitive to DRC-1339. Many other bird species such as raptors (Schafer 1981), sparrows, and eagles are classified as non-sensitive. Secondary poisoning has not been observed with baits treated with DRC-1339. Numerous studies show that DRC-1339 poses minimal risk of primary poisoning to non-target species and T&E species (EPA 1995). This can be attributed to relatively low toxicity to species that might scavenge on birds killed by DRC-1339 and DRC-1339's tendency to be almost completely metabolized in the target birds, which leaves little residue to be ingested by scavengers. Secondary hazards of DRC-1339 are almost non-existent. DRC-1339 acts in a humane manner, producing a quiet and apparently painless death.

DRC-1339 is unstable in the environment and degrades rapidly when exposed to sunlight, heat, or ultraviolet radiation. The half-life is about 25 hours, which means it is nearly 100% broken down within a week, and identified metabolites (i.e., degradation chemicals) have low toxicity. DRC-1339 is highly soluble in water, but does not hydrolyze, and degradation occurs rapidly in water. DRC-1339 tightly binds to soil and has low mobility.

Studies continue to document the effectiveness of DRC-1339 in resolving blackbird/starling problems at feedlots (e.g., West and Besser 1976) and dispersing crow roosts in urban/suburban areas (e.g., Boyd and Hall 1987). Glahn and Wilson (1992) noted that grain baiting with DRC-1339 is a cost-effective method of reducing conflicts with blackbirds and sprouting rice.

Active nest destruction is a dispersal technique used to encourage adult birds to leave the area after their nests and eggs are destroyed. In addition to dispersing birds, this method may also reduce the aggressive nature of adult birds during the nesting period. For birds protected under the MBTA, the USFWS permits "active nest destruction" only under the issuance of a depredation permit. This control method is target-specific, with very little chance for the take of non-target species.

Egg addling/oiling are methods of suppressing reproduction in local predating bird populations by destroying egg embryos prior to hatching. Egg addling is conducted by vigorously shaking an egg numerous times, causing detachment of the embryo from the egg sac. Egg oiling is a method for suppressing reproduction of predating birds by placing a small quantity of food grade corn oil on eggs in nests. The oil prevents exchange of gases and causes asphyxiation of developing embryos and has been found to be 96-100% effective in reducing hatchability (Pochop, Cummings, Steuber et al. 1998; Pochop, Cummings, Yoder et al. 1998). The EPA has ruled that use of corn oil for this purpose is exempt from registration requirements under the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA). To be most effective, the oil should be applied anytime between the fifth day after the laying of the last egg in a nest and at least five days before anticipated hatching. Egg addling and oiling is different than nest destruction in that the incubating birds generally continue incubation and do not re-nest. Egg addling and oiling are only done after positive identification of the nesting species, as such this method is extremely target specific and poses no threat to non-target species.

Snap traps are common household rat or mouse traps usually placed inside structures. Modified snap traps can be used to remove individual European starlings and other cavity nesting birds. These traps are sometimes used to target species-specific offenders entering small cracks where other types of traps will not fit. The trap treadle is placed near the damaged area caused by the offending bird. Positive species identification and monitoring of species activity around the entry point limit the take of non-target species.

Physical Euthanasia methods include shooting, cervical dislocation, decapitation, and stunning. When properly used by skilled personnel, AVMA states that physical methods of euthanasia may result in less fear and anxiety and be more

rapid, painless, humane, and practical than other forms of euthanasia. Shooting may be the quickest and only method available under most field conditions. Manual euthanasia methods may be used to euthanize small birds, rodents and reptiles in limited circumstances as acceptable to AVMA. All euthanasia methods should be performed discretely by properly trained personnel to minimize stress to the animal (AVMA 2020).

4.2 Mammalian Species Methods

4.2.1 Physical Exclusion

Physical exclusion refers to the separation of damage causing wildlife from the resource to be protected and is considered one of the earliest forms of WDM.

Barrier fencing – see description in technical assistance.

Electric fencing – see description in technical assistance.

Tree protectors and sheathing – see description in technical assistance.

Chemical applications/tactile/taste repellents – see description above in technical assistance.

Surface coverings – see description above in technical assistance.

One-way Door Excluders – see description in avian physical exclusion.

4.2.2 Harassment and Deterrent Methods

Pyrotechnics – see description above in technical assistance.

Water spray – see description above in technical assistance.

Lasers – see description above in technical assistance.

Scarecrows and effigies – see description above in technical assistance.

Eye-spot balloons and mylar strips and balloons – see description above in technical assistance.

Vehicles – see description above in technical assistance.

Dogs – see description above in avian harassment and deterrent methods.

Rubber bullets/beanbag rounds may be used to harass or disperse wildlife causing damage or wildlife in proximity to people. This hazing may resolve or prevent human/wildlife interaction.

Fladry/Turbo fladry may be used to discourage deter wolves from entering an area. Fladry is a single strand of polyline with flagging attached (Young et al. 2015). Turbo fladry is electrified as in an electric fence. The key to fladry is that it is most effective when it is installed to be highly visible (UCCE 2019). Since turbo fladry is electrified, it tends to be effective longer (Lance et al. 2010); for example, when a wolf tests the fladry it is shocked. Wildlife specialists may provide guidance and/or assist land or resource owners/managers with the installation of fladry or turbo fladry. Fladry

and turbo fladry are temporary alterations to habitat. Turbo fladry may provide livestock owners' temporary relief (Davidson-Nelson and Gehring 2010) and is probably only effective for a timeframe measured in months (UCCE 2019). It is recommended that once livestock are moved or wolf activity at the site decreases, that the turbo fladry be removed.

4.2.3 Capture Methods

Box traps – see description above in avian methods.

Net guns/launchers – see description above in avian methods.

Hand nets – see description above in avian methods.

Cage traps see additional description above in avian methods. Cage traps used to capture mountain lions are typically constructed of commercial livestock panels made of 3/16-inch galvanized welded rods. The top, sides, front, and bottom panels are welded together, and panel openings are approximately 2-inch x 4-inch. These cage traps may have a treadle-type trigger or trip line and a single-catch, multi-catch, or gravity door.

Large cage traps can be used to capture bobcats and feral dogs. For the purposes of this description, large cage traps are larger than 12-inch x 12-inch x 36-inch, but they do not include culvert traps (see below). Large cage traps vary in size and shape depending on the species being targeted. Bobcat or dog-size cage traps are made of welded wire, utilize a treadle-type trigger or trip line system and close with a spring or gravity door.

Cage traps measuring 12-inch x 12-inch x 32-inch and smaller are typically used to capture smaller animals (e.g., the size of a raccoon). They are often set in urban areas to capture meso-mammals such as raccoons and skunks that are causing damage. While many cage traps are welded wire style traps, some small cage traps are constructed from a tube or a plastic box. The trap functions in a similar way to the more common welded wire style traps.

Clover traps are a type of box trap used to capture deer. They measure approximately 4 feet (height) x 3 feet (width) x 6 feet (length) and are comprised of metal tubing frame covered with a heavy netting. Bait is put at the back of the trap behind a trigger line. When the animal trips the string, the door is released and closes. Some modified designs allow the trap to be collapsed by handlers when the deer is captured to facilitate restraint of the deer and minimize struggling.

Culvert traps are a type of trap constructed of solid material as opposed to welded wire or livestock panels used in large cage traps. They have differing trigger systems but usually utilize swing doors and are often on a wheeled platform or trailer for transport. This type of trap can be used for black bears that are in urban/suburban settings, although they can also be used in rural areas and for other species. Due to the size and weight of most culvert traps, they are primarily restricted to use near roadways, although models exist that may be disassembled and reconstructed in remote areas. The type of bait used depends on the nature of the damage problem and target species. All culvert traps would be checked daily. Non-target animals are generally released uninjured, and target animals are usually euthanized or relocated as appropriate and when authorized by the CDFW.

Corral traps are used to live-capture mammals, primarily feral swine. Corral traps are circular pens 3 to 10 meters in diameter and constructed of panels or cattle fencing, which can be interconnected to expand or contract the size of the corral. Corral traps employ a lift up or side swing head gate or drop-down net to allow access for the feral swine to enter.

Pig brig traps are a circular trap of netting supported by t-posts. After a period of time during which the net is suspended above the ground so that pigs can go in and out of the area and eat bait, a net skirt is attached to earth anchors on the inside of the trap. Pigs are still able to nose their way under the skirt and into the trap, however they are prevented from exiting. This trap allows for multiple captures of animals.

Snares made of wire or cables are among the oldest wildlife management tools and are generally not affected by inclement weather. They can be used effectively to catch most species. Snares may be employed as either lethal or live-capture devices depending on how or where they are set. Most snares are also equipped with a swivel to minimize injuries to the captured animal and reduce twisting and breakage of the snare cable. Breakaway devices can also be incorporated into snares, allowing the loop to break open and release the animal when a specific amount of force is applied. These devices can improve the selectivity of cable restraints to reduce capture of non-target species.

Common types of snares include:

- Neck snares are set to capture an animal by the neck and are usually lethal, but stops can be applied to the cable to make the snare a live-capture device. Snares positioned to capture the animal around the body can be useful live-capture devices. Snares can be effectively used wherever a target animal moves through a restricted lane of travel (i.e., “crawl holes” under fences, trails through vegetation, or den entrances). When an animal moves forward into the loop formed by the cable, the snare tightens, and the animal is held.
- Collarum™ is a non-lethal, spring-powered, modified neck snare device that is primarily used to capture coyotes. The trigger is designed specifically for canines, which use a distinct pulling motion to set off the device. The device uses an attractant and is activated when an animal bites and pulls a cap. The snare is then projected from the ground up and over the head of the coyote. A stop on the device limits loop closure and prevents capture of smaller non-target wildlife. As with other types of snares, the use of the Collarum™ device to capture coyotes is greatly dependent upon finding a location where they frequently travel.
- Foot snares are a spring-powered non-lethal device, activated when an animal places its foot on the trigger pan. In some situations, using hanging snares to capture wildlife is impractical due to the behavior or morphology of the animal, or the location of wildlife conflicts. Neck snares must be set in locations where the likelihood of capturing non-target animals is minimized, but foot snares with built-in pan tension devices can be set to exclude animals lighter than the target animal.
- Foot snares set for bear are usually set with the trigger in a vertical pipe, large enough for a bear’s paw, buried vertically, so that the top is flush with the ground. The cable loop is placed around the circumference of the pipe, and bait is placed in the pipe, under the trigger. When the animal reaches into the pipe, it sets off the trigger and a cable loop is propelled onto the animal’s leg.

Catch poles are handheld devices used to capture or safely handle animals. A catchpole is a hollow pipe with an internal cable or rope that forms an adjustable noose at one end. The free end of the cable or rope extends through a locking mechanism on the end opposite of the noose. By pulling on the free end of the cable or rope, the size of the noose is reduced sufficiently to hold an animal. For WDM, catch poles are primarily used to capture animals partially restrained by barriers (i.e., a raccoon trapped in a building) or to remove live animals from traps without danger to or from the captured animal.

Suitcase or basket traps are designed to live-capture beaver. The traps are constructed of a metal frame hinged with springs and covered with chain-link fence. When set, the trap is opened to allow an animal to enter and when tripped, the metal frame closes like a suitcase around the animal. These styles of traps are set in the shallows of waterways (i.e., ponds, rivers, creeks, lakes, etc.) near or on the shoreline or bank so that a captured beaver would always have access to air. They are not set underwater where a triggered trap would be totally submersed in water. Basket-type

traps are live-capture traps that would be checked daily by wildlife specialists, the land or resource owners/managers, or their designated agent. These traps are primarily used in rural or restricted access areas but can be set in urban areas if they do not present a hazard to pets (companion animals) or children.

E-zee set or gravity catch traps consist of a welded metal frame fitted with a front grate, wide mesh, and pressure trigger. These traps are set on or near beaver dams where water can flow through the grate. When a beaver brings material to plug the flowing water, the top of the trap is released and drops to surround the animal. These traps have no springs and are considered safer for public access areas.

Padded-jaw foot-hold traps are coil spring traps with rotating jaws. They have centrally attached inline shock springs, swivels to allow for movement, and are equipped with non-hardening rubber on the face of the jaw. These traps come in several sizes depending on the target species. Padded-jaw foot-hold traps are designed to close on an animal's foot and hold the animal without injuring it. They have adjustable pan tension triggers which allow the exclusion of animals smaller than the target species. These traps can be used for live-capture and release or hold for subsequent euthanasia. Padded-jaw foot-hold traps usually permit the release of non-target animals unharmed.

Padded foot-hold traps can only be used in California for the protection of public safety and of T&E species. (In *Nat. Audubon Society v. Davis* (N.D. Cal. 2000) 144 F. Supp. 2d 1160, the United States District Court for the Northern District of California held that Section 3003.1(c) of the California Fish and Game Code, which generally prohibits the use of any steel-jawed leghold trap except when necessary to protect human health or safety, did not apply to federal agencies engaged in wildlife management on federal lands or in conservation efforts under federal law, including the protection of T&E species.) Target animals may be euthanized, released on site, or relocated; non-target species may be released on site.

These traps are placed in the travel paths of target animals, and some are baited or scented, using an olfactory attractant, such as the species' preferred food, urine, or musk/gland oils. The use of baits also helps to facilitate the prompt capture of target predators. This often decreases the total time traps are in the field, thereby lowering risks to non-target animals. In some situations, a draw station—a carcass, or large piece of meat—is used to attract target animals. In this approach, one or more traps are placed in the vicinity of the draw station.

Padded-jaw foot-hold traps set for mountain lions, bobcats, coyotes, and feral dogs are set with dirt or debris (e.g., leaf litter or rotting wood) sifted on top. The traps can be staked to the ground securely, attached to a solid structure (such as a tree trunk or heavy fence post), or used with a drag that becomes entangled in brush to prevent the trapped animal from escaping. Anchoring systems should provide enough resistance that if a larger animal is unintentionally captured, it should be able to either pull free from the trap or be held to prevent escaping with the trap on its foot.

Effective trap placement also contributes to trap selectivity. To minimize risk of capturing non-target animals, the user must be experienced and consider the target species' behavior, habitat, environmental condition, and the habitats of non-target animals. The pan tension, type of set, and attractant used greatly influence both capture efficiency and risks of catching non-target animals. The level of trap success is often determined by the ability of the user, through training, skill, and experience, to adapt the trap's use for specific conditions and species. Traps would be checked daily and are required to follow state laws and regulations regarding the setting and checking of traps.

Trained dogs/hounds are used to trail certain species, identify sites to set equipment where target wildlife might be travelling, to tree specific species of wildlife for capture or removal, and as a decoy to draw target species closer for shooting activities.

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- **Decoy dogs** are sometimes used to lure coyotes within shooting distance. These dogs are kept under control of personnel and are unlikely to interact with wildlife.
 - **Detection dogs** are used to identify sites where equipment may be effective by indicating where mountain lions, bears, coyotes, or other predators have traveled, urinated, or defecated. They are kept under the control of personnel and are unlikely to interact directly with wildlife.
 - **Trailing dogs** can be used to trail mountain lions, bobcat, feral swine, and black bears. Dogs can be trained to find and follow the scent of the target species. Typically the dogs are tracked with GPS collars and stay with the animal until wildlife specialists arrive and then anesthetize, dispatch, or release it, depending on the situation. Dogs are trained to ignore the scents of non-target species.

Telemetry is the monitoring of radio signals sent from a device attached to an animal to monitor an animal's movements or location. The attachment of the transmitter requires the capture and either chemical or physical restraint of the individual. The transmitter is usually a collar (in the case of mammals) or a backpack (in the case of birds). Personnel monitor the receiver on foot, in a ground vehicle, or in an aircraft.

Chemical immobilization is the use of drugs such as telazol (a combination of tiletamine and zolazepam) and ketamine/xylazine to restrain wildlife to allow for activities such as collaring and sample collection. This process can be dangerous both for personnel and the animal and requires training and experience.

These immobilizing agents produce central nervous depression through various means and render the animal unconscious. They are delivered to the target animal with a dart gun, blow gun, or syringe pole depending on the circumstances and the species being immobilized. If the agents are delivered via a dart, the dart is retrieved if possible. Often, the animal is typically treed with dogs or physically restrained by a trap and then the drug is delivered to the animal.

Once the procedures are completed the animal is monitored until it has recovered. For some of the immobilizing drugs, this means allowing the drugs to work through the animal's system. For others, there are antagonists that can be given that reverse the effects of the immobilizing drug such as yohimbine for xylazine.

4.2.4 Lethal Methods

Lethal methods are often most appropriately used by trained and wildlife specialists. Licensed firearms are often used in conjunction with non-lethal methods to attract the animal to an area or to capture the animal and hold it until personnel arrive. Methods used to attract or capture predators prior to lethal removal by firearm can include calling, trained dogs, cage traps, foot/leg snares, padded-jaw foot-hold traps, and body-grip traps.

Shooting – see description above in avian methods.

Neck snares – see description above in mammalian capture methods.

Carbon Dioxide – see description in avian methods.

Aerial WDM operations would not be carried out by CDFA/Counties. Use of aircraft for WDM in California would be limited to WS-California activities. CDFA and Counties may participate in this activity through cooperation or funding. Refer to Appendix C-1.

Aerial Operations. Aircraft, both fixed-wing and rotary-wing (helicopters) are used by WS-California to remove coyotes or pigs. The most frequent aircraft used for aerial shooting and hazing is the fixed-wing aircraft Piper PA-18 Super Cub

and Cub Crafters CC-18 Top Cub and rotary-wing Hughes MD500. WS-California conducts aerial activities on areas only under signed agreements or federal Annual Work Plans and concentrates efforts to specific areas during certain times of the year.

Aerial shooting consists of visually sighting target animals in the problem area and shooting them with a firearm from an aircraft. Aerial shooting is species-specific and can be used for immediate damage relief, providing that weather, topography and ground cover conditions are favorable. Aerial shooting can be effective in removing offending animals that have become trap-shy or are not susceptible to calling and shooting or other methods. This method may also be used proactively to reduce local coyote predations in lambing and calving areas with a history of predation.

Fixed-wing aircraft are useful for aerial shooting over flat and gently rolling terrain. Because of their maneuverability, helicopters have greater utility and are safer over timbered areas or broken land where animals are more difficult to spot. Aerial shooting typically occurs in remote areas with low densities of tree or vegetation cover, where the aerial visibility of target animals is greatest. WS-California spends relatively little time flying and shooting over any one area.

Wildlife Services Directive 2.620 and Wildlife Services aircraft-use policy help ensure that aerial shooting is conducted in a safe and environmentally sound manner, and in accordance with federal and state laws (USDA 2020). State Directors and District Supervisors are responsible for the supervision, management, and compliance for all aviation activities within California, and all aircraft used in WS-California activities through contract, agreement, or volunteer shall have been approved by the office of the Wildlife Services National Aviation Coordinator. Wildlife Services Directive 2.615 guides all Wildlife Services shooting activities (USDA 2020). All efforts are conducted in strict compliance with the Wildlife Services Aviation and Safety Manual, the Federal Aviation Regulations, the Fish and Wildlife Act of 1956 (Airborne Hunting), any applicable State and local laws and regulations, WS-California Aviation Safety Plan, Aviation Communication Plans, and Aviation Emergency Response Plans.

Wildlife Services has an Aviation Training and Operations Center located in Cedar City, Utah. Its mission is to improve aerial operations safety and provide training and guidance for Wildlife Services aviation personnel and aerial activities. The policy and primary focus of WS-California and contract aviation personnel is ensuring well-being through safety and accident prevention efforts. Pilots and aircraft must be certified under established WS-California procedures. Only properly trained WS-California employees are approved crewmembers. Ground crews are often used with aerial operations for safety and for providing assistance with locating and recovering target animals.

Body grip traps (also known as quick-kill traps) can be used to lethally remove beaver and ground squirrels. The body-grip trap is lightweight, easily set, and consists of a pair of rectangular wire frames that close when triggered, killing the captured animal with a quick body blow. Body grip traps are lethal to both target and non-target animals. Body grip traps set for beaver may be used in both urban and rural areas and set location is used to preclude non-target animals from capture.

Snap traps are common household rat or mouse traps. These traps are often used to collect and identify rodent species that cause damage so that species-specific management tools can be applied. If an infestation is minor, these traps may be used as the primary means of management.

Gas cartridges are fumigants used to reduce burrowing wildlife damage. The cartridges are placed in the active burrows of target animals, the fuse is lit, and the entrance is then tightly sealed with soil. The gas cartridges contain two active ingredients, sodium nitrate and charcoal, and once ignited the main combustion product is carbon monoxide. The gas cartridge ingredients are stable in light and are natural plant nutrients. No secondary hazards exist with burrow fumigants because the gases rapidly dissipate (Witmer and Fagerstone 2003). If soils are too porous or too dry, too much gas escapes the burrow system before lethal concentrations are reached (Witmer and Fagerstone 2003). Use of gas cartridges would only be used by qualified wildlife specialists who have been trained to distinguish

dens and burrows of target species from those of non-target species and not in occupied habitats of T&E species as per listed on label.

Euthanasia solution contains two active ingredients (sodium phenytoin and sodium pentobarbital) which are chemically compatible but pharmacologically different. Sodium pentobarbital produces rapid anesthetic action followed by a smooth and rapid onset of unconsciousness. When administered intravenously, sodium phenytoin produces toxic signs of cardiovascular collapse and/or central nervous system depression; hypotension occurs when the drug is administered rapidly. Sodium phenytoin exerts its effects during a deep anesthesia stage caused by sodium pentobarbital. Sodium phenytoin, due to its cardiotoxic properties, hastens the stoppage of electrical activity in the heart, causing a cerebral death in conjunction with respiratory arrest and circulatory collapse. Cerebral death occurs prior to the cessation of cardiac activity. This sequence of events leads to a humane, painless, and rapid euthanasia according to a manufacturer (Schering-Plough). Vet-One Euthanasia solution®, Beuthanasia®-D, and Euthasol® are regulated by the Drug Enforcement Agency (DEA) and the FDA for rapid and painless euthanasia of dogs, but legally may be used on other animals if the animal is not intended for human consumption. All carcasses would be properly disposed of to avoid secondary contact with other target and non-target species.

Physical Euthanasia methods – see description above in avian methods.

4.3 Reptilian Methods

Grid searches are performed for the purpose of locating and removing reptiles (snakes) that predate on protected ground nesting birds. Grid searches involve 1-3 personnel walking in formation a few feet apart (vegetation dependent) through an affected area to search for reptiles. Because this is performed at the request of a management agency to protect T&E species in response to reptilian predation within nesting habitat, wildlife specialists would work closely with land and resource owners/managers to ensure that this technique disturbs the protected species as little as possible. Once reptiles are located, they are captured by hand and euthanized.

Funnel traps are a conical funnel that have at least one access lid or door. The funnel trap is placed on the ground along a naturally occurring linear object or drift fencing (see below). The trap is designed to allow reptiles to enter the trap through the funnel and then confuses the animal once inside making it difficult for the animal to escape the trap. The traps are unselective, but a live mouse can be used as bait to increase their attractiveness to reptilian predators. Funnel trapping can be an efficient sampling technique, although the literature is ambivalent about the relative performance of pitfall⁵ (e.g., Vogt and Hine 1982; Enge 2001) versus funnel traps (e.g., Greenberg et al. 1994; Jorgensen et al. 1998) (Ribeiro-Junior et al. 2008). When evidence of reptiles is observed, funnel traps are placed on the borders of the area to be protected to intercept foraging reptiles prior to entering the nesting area.

Tube traps are long cylindrical tubes of PVC or clear rigid plastic tubing capped at one end. Tube traps are usually used in concert with drift fencing. Tube traps are typically not baited. When evidence of reptiles are observed, tube traps are placed on the borders of the area to be protected to intercept foraging reptiles prior to entering the nesting area.

Drift fencing acts as a vertical barrier that blocks the movement of animals across the landscape. There are multiple variations of drift fencing dependent on habitat and target species, it can use plastic mesh or netting attached to wooden stakes. Drift fencing typically guides animals toward a pitfall bucket, funnel trap, or other capture device (Willson and Gibbons 2009). Drift fencing is effective in capturing reptiles. Drift fencing could be used on the outside of a colony or nest area to intercept reptilian predators attempting to access the area.

⁵ Pitfall traps can be used along drift fences, where target predators fall into a buried pit (container).

Physical Euthanasia methods – see description above in avian methods.

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Attachment C: Mitigation Monitoring and Reporting Plan

MITIGATION MONITORING AND REPORTING PROGRAM

Project: California Wildlife Damage Management Project (SCH No. 2020099012)
Date: August 2024

1 Introduction

This document is the Mitigation Monitoring and Reporting Program (MMRP) for the California Wildlife Damage Management Project (Proposed Project/Proposed Action). This MMRP has been prepared pursuant to Section 21081.6 of the California Public Resources Code, which requires public agencies to “adopt a reporting and monitoring program for the changes made to the project or conditions of project approval, adopted in order to mitigate or avoid significant effects on the environment.” An MMRP is required for the Proposed Project/Proposed Action because the Environmental Impact Report/Environmental Impact Statement (EIR/EIS) has identified significant impacts and measures have been identified to mitigate those impacts.

The mitigation strategies described below are for program-level decisions and are to be used to avoid, minimize, or reduce any potentially significant environmental impacts. Project-level (County) activities will undergo future environmental analysis as required by the California Environmental Quality Act (CEQA), tiering from the EIR/EIS. As part of these second-tier environmental reviews, the lead agency for each of these projects will use the mitigation strategies identified in the program document as starting points to determine their applicability to a specific project and to develop additional mitigation measures for significant adverse impacts identified in the project-specific analysis. Because all the potential actions and impacts for tiered projects cannot be anticipated at a programmatic level, each project needs to select those strategies applicable to the impacts associated with the specific location and type of action. For purposes of CEQA, the mitigation strategies in the Final EIR/EIS also serve as mitigation measures at a programmatic level.

2 Format of Mitigation Monitoring Matrix

The MMRP, as outlined in the following table, describes mitigation timing, monitoring responsibilities, and compliance verification responsibility for all mitigation measures identified in the EIR/EIS. The MMRP is presented in tabular form on the following pages. The components of the MMRP are as follows:

- **Mitigation Measures:** Identifies the measure(s) required to mitigate impacts.
- **Implementation Responsibility:** Identifies the party that is responsible for implementation of the mitigation measure.
- **Monitoring Responsibility:** Identifies the party that is responsible for mitigation monitoring.
- **Mitigation Timing:** Identifies at which stage of the project mitigation must be completed.

Mitigation Measure	Implementation Responsibility	Monitoring Responsibility	Mitigation Timing
Biological Resources			
<p>MM-BIO-1</p> <p>Wildlife species designated as “Fully Protected” under California Fish and Game Code Sections 3511, 4700, 5050, and 5515 shall not be taken or possessed unless authorized by the CDFW. This exclusion does not apply when such species pose an imminent threat to human health and safety (e.g., potential collision with aircraft); however, non-lethal measures shall be considered before selecting the option of lethal WDM for Fully Protected species.</p>	WS-California wildlife specialists, Counties	CDFA	During WDM activities
<p>MM-BIO-2</p> <p>Lethal removal of mountain lion in counties where the species is listed under the California Endangered Species Act would only occur under the following circumstances:</p> <ul style="list-style-type: none"> ▪ The subject mountain lion has been designated by a law enforcement official as an imminent threat to public health or safety. ▪ A depredation permit has been issued by CDFW. 	WS-California wildlife specialists, Counties	CDFA	During WDM activities
<p>MM-BIO-3</p> <p>Minimize the activity area of WDM to the extent feasible by coordinating with land managers and landowners, placing equipment primarily on previously disturbed sites, using vehicles on existing roads and trails to the extent practicable, and avoiding entering wetland areas when the wildlife conflict does not occur in the wetland.</p>	CDFA, WS-California wildlife specialists, Counties	CDFA/Counties	During WDM activities
<p>MM-BIO-4</p> <p>Proposed Project/Proposed Action installation of electrified fencing and other fencing shall be limited to site-specific applications and shall avoid impeding movement through wildlife migration corridors to the extent feasible.</p>	CDFA, WS-California wildlife specialists, Counties	CDFA/Counties	During WDM activities

Mitigation Measure	Implementation Responsibility	Monitoring Responsibility	Mitigation Timing
<p>MM-BIO-5</p> <p>Prior to conducting WDM, the entity responsible for conducting the WDM activity shall ensure that the planned WDM activities do not violate any local policies or ordinances protecting biological resources.</p>	CDFA, WS-California wildlife specialists, Counties	WS-California/CDFA/Counties	Prior to WDM activities
<p>MM-BIO-6</p> <p>If WDM activities under the Proposed Project/Proposed Action receive coverage from an Implementing Entity of an adopted Habitat Conservation Plan (HCP) or Natural Community Conservation Plan (NCCP) for take of species covered under those plans, the entity conducting the WDM activity shall ensure that the WDM activity is conducted in accordance with all requirements and conditions of the Incidental Take Permits, HCP/NCCP, and Implementing Agreement (if applicable) for those plans.</p>	CDFA, WS-California wildlife specialists, Counties	CDFA/Counties	During WDM activities
<p>MM-BIO-7</p> <p>Entities conducting WDM shall follow the protective measures in WS-California ESA Section 7 compliance.</p>	CDFA, WS-California wildlife specialists, Counties	WS-California/CDFA/Counties	During WDM activities
Tribal Cultural Resources			
<p>MM-TCR-1</p> <p>Consulting tribes that have so requested shall be provided with an annual summary of wildlife damage management (WDM) activities that occurred within the counties identified as their tribal cultural resource/tribal cultural place. Consulting tribes shall be provided a reasonable opportunity to review the Proposed Project/Proposed Action activities, review the location of activity implementation on public lands, and provide comment with regard to potential impacts to tribal cultural resources or other resources of Native American cultural value. In the event that a potential resource is identified by a consulting tribe that might be affected, the responsible county government, the CDFA, and/or WS-California shall work with the traditionally culturally affiliated tribe(s) to develop a reasonable and</p>	CDFA, WS-California, Counties	WS-California/CDFA/Counties	As requested by Native American Tribes

Mitigation Measure	Implementation Responsibility	Monitoring Responsibility	Mitigation Timing
feasible strategy to ensure activities avoid, minimize, or otherwise appropriately mitigate impacts. In the event that an agreed strategy cannot be developed, counties, the CDFA, and/or WS-California would make the ultimate determination, ensuring compliance with local, state, and federal regulatory conditions.			
Hazards and Hazardous Materials			
MM-HAZ-1 If the use of WDM hazardous materials in the vicinity of a school is necessary, wildlife specialists will conduct WDM when children are not present, unless public health and safety is at risk. Wildlife specialists shall allow for adequate quarantine time prior to reentry, and will remove any physical materials when WDM is complete.	CDFA, WS-California wildlife specialists, Counties	WS-California/CDFA/Counties	During WDM activities
Human and Pet Health and Safety			
MM-HPHS-1 Training and/or certification will continue to be required for any firearm or firearm-like device use, including all wildlife specialists (federal, state, regional, and local).	CDFA, WS-California, Counties	CDFA/Counties	Prior to WDM activities
MM-HPHS-2 Wildlife specialists will be vigilant to the presence of livestock guarding animals or licensed companion animals while conducting WDM on private or public lands to avoid unwanted interactions.	CDFA, WS-California wildlife specialists, Counties	WS-California/CDFA/Counties	During WDM activities
Noise			
MM-NOISE-1 Electronic distress sounds shall not be used continuously for more than 8 hours within 30 feet of an occupied structure during daytime hours (sunrise to sunset).	CDFA, WS-California wildlife specialists, Counties	WS-California/CDFA/Counties	During WDM activities

Mitigation Measure	Implementation Responsibility	Monitoring Responsibility	Mitigation Timing
<p>MM-NOISE-2</p> <p>Propane exploders shall not be used within 140 feet of an occupied structure during daytime hours (sunrise to sunset) nor within 1,850 feet of an occupied structure during nighttime hours (sunset to sunrise).</p>	CDFA, WS-California wildlife specialists, Counties	WS-California/CDFA/Counties	During WDM activities
<p>MM-NOISE-3</p> <p>Pyrotechnic devices (i.e., screamer siren, CAPA, etc.) shall not be used within 200 feet of an occupied structure during daytime hours (sunrise to sunset).</p>	CDFA, WS-California wildlife specialists, Counties	WS-California/CDFA/Counties	During WDM activities
<p>MM-NOISE-4</p> <p>Daytime use of ATVs for spraying chemical repellents shall not occur closer than 35 feet from an occupied structure. ATVs shall not be used for nighttime chemical spraying operations.</p>	CDFA, WS-California wildlife specialists, Counties	WS-California/CDFA/Counties	During WDM activities
<p>MM-NOISE-5</p> <p>Trapping activities employing a pick-up truck or ATV shall not be conducted within 25 feet of an occupied structure during daytime hours (sunrise to sunset) nor within 180 feet of an occupied structure during nighttime hours (sunset to sunrise).</p>	CDFA, WS-California wildlife specialists, Counties	WS-California/CDFA/Counties	During WDM activities
<p>MM-NOISE-6</p> <p>The use of rocket or cannon nets shall not occur within 250 feet of an occupied structure during daytime hours (sunrise to sunset) nor within 13,000 feet of an occupied structure during nighttime hours (sunset to sunrise).</p>	CDFA, WS-California wildlife specialists, Counties	WS-California/CDFA/Counties	During WDM activities
<p>MM-NOISE-7</p> <p>Aerial shooting activities occurring during the daytime shall not be conducted closer than 750 feet (as measured on the ground) from an occupied structure unless a suppressor is used. If a suppressor is used, daytime aerial shooting activities could be conducted</p>	CDFA, WS-California wildlife specialists, Counties	WS-California/CDFA/Counties	During WDM activities

Mitigation Measure	Implementation Responsibility	Monitoring Responsibility	Mitigation Timing
without any horizontal ground distance separation from an occupied structure.			
<p>MM-NOISE-8</p> <p>Aerial shooting activities occurring during the nighttime shall not be conducted closer than 22,000 feet (approximately 5 miles) from an occupied structure unless a suppressor is used. If a suppressor is used, Project nighttime aerial shooting activities shall not be conducted closer than 6,250 feet (approximately 1.2 miles) from an occupied sensitive receptor.</p>	CDFA, WS-California wildlife specialists, Counties	WS-California/CDFA/Counties	During WDM activities
<p>MM-NOISE-9</p> <p>For daytime shooting activities involving an 8-hour duration, shooting shall not occur at distances from an occupied structure less than indicated below; if shorter distances are required, reduce the duration of shooting activities until such distance can meet the standards, as prescribed in MM NOISE-10 to MM-NOISE-12.</p> <ul style="list-style-type: none"> ▪ For .308 Caliber Rifle, not less than 7,000 feet (without suppressor) or not less than 900 feet (with suppressor). ▪ For 12-Gauge Shotgun, not less than 3,500 feet (without suppressor) or not less than 225 feet (with suppressor). ▪ For .22 Caliber Rifle, not less than 1,300 feet (without suppressor) or not less than 90 feet (with suppressor). ▪ For bolt-action .22 Caliber Rifle with integrated suppressor and using sub-sonic ammo, not less than 1 foot. 	CDFA, WS-California wildlife specialists, Counties	WS-California/CDFA/Counties	During WDM activities
<p>MM-NOISE-10</p> <p>For daytime shooting activities involving a 4-hour duration, shooting shall not occur at distances from an occupied structure less than indicated below; if shorter distances are required, reduce the duration of shooting activities until such distance can meet the standards, as prescribed in MM NOISE-11 to MM-NOISE-12.</p> <ul style="list-style-type: none"> ▪ For .308 Caliber Rifle, not less than 5,500 feet (without suppressor) or not less than 650 feet (with suppressor). 	CDFA, WS-California wildlife specialists, Counties	WS-California/CDFA/Counties	During WDM activities

Mitigation Measure	Implementation Responsibility	Monitoring Responsibility	Mitigation Timing
<ul style="list-style-type: none"> ▪ For 12-Gauge Shotgun, not less than 2,700 feet (without suppressor) or not less than 175 feet (with suppressor). ▪ For .22 Caliber Rifle, not less than 1,000 feet (without suppressor) or not less than 70 feet (with suppressor). ▪ For bolt-action .22 Caliber Rifle with integrated suppressor and using sub-sonic ammo, not less than 1 foot. 			
<p>MM-NOISE-11</p> <p>For daytime shooting activities involving a 2-hour duration, shooting shall not occur at distances from an occupied structure less than indicated below; if shorter distances are required, reduce the duration of shooting activities until such distance can meet the standards, as prescribed in MM-NOISE-12.</p> <ul style="list-style-type: none"> ▪ For .308 Caliber Rifle, not less than 4,500 feet (without suppressor) or not less than 450 feet (with suppressor). ▪ For 12-Gauge Shotgun, not less than 2,200 feet (without suppressor) or not less than 125 feet (with suppressor). ▪ For .22 Caliber Rifle, not less than 700 feet (without suppressor) or not less than 50 feet (with suppressor). ▪ For bolt-action .22 Caliber Rifle with integrated suppressor and using sub-sonic ammo, not less than 1 foot. 	<p>CDFA, WS-California wildlife specialists, Counties</p>	<p>WS-California/CDFA/Counties</p>	<p>During WDM activities</p>
<p>MM-NOISE-12</p> <p>For daytime shooting activities involving a 30-minute duration, shooting shall not occur at distances from an occupied structure less than indicated below.</p> <ul style="list-style-type: none"> ▪ For .308 Caliber Rifle, not less than 2,750 feet (without suppressor) or not less than 225 feet (with suppressor). ▪ For 12-Gauge Shotgun, not less than 1,200 feet (without suppressor) or not less than 70 feet (with suppressor). ▪ For .22 Caliber Rifle, not less than 350 feet (without suppressor) or not less than 25 feet (with suppressor). 	<p>CDFA, WS-California wildlife specialists, Counties</p>	<p>WS-California/CDFA/Counties</p>	<p>During WDM activities</p>

Mitigation Measure	Implementation Responsibility	Monitoring Responsibility	Mitigation Timing
<ul style="list-style-type: none"> For bolt-action .22 Caliber Rifle with integrated suppressor and using sub-sonic ammo, not less than 1 foot. 			
<p>MM-NOISE-13</p> <p>For nighttime shooting activities involving an 8-hour duration, shooting shall not occur at distances from an occupied structure less than indicated below; if shorter distances are required, reduce the duration of shooting activities until such distance can meet the nighttime standards, as prescribed in MM-NOISE-14 to MM-NOISE-16, or conduct the shooting activity during the daytime following distance/duration restrictions prescribed in MM-NOISE-9 to MM-NOISE-12.</p> <ul style="list-style-type: none"> For .308 Caliber Rifle, not less than 18,000 feet (without suppressor) or not less than 5,200 feet (with suppressor). For 12-Gauge Shotgun, not less than 12,500 feet (without suppressor) or not less than 2,000 feet (with suppressor). For .22 Caliber Rifle, not less than 7,000 feet (without suppressor) or not less than 900 feet (with suppressor). For bolt-action .22 Caliber Rifle with integrated suppressor and using sub-sonic ammo, not less than 2 feet. 	CDFA, WS-California wildlife specialists, Counties	WS-California/CDFA/ Counties	During WDM activities
<p>MM-NOISE-14</p> <p>For nighttime shooting activities involving a 4-hour duration, shooting shall not occur at distances from an occupied structure less than indicated below; if shorter distances are required, reduce the duration of shooting activities until such distance can meet the nighttime standards, as prescribed in MM-NOISE-15 to MM-NOISE-16, or conduct the shooting activity during the daytime following distance/duration restrictions prescribed in MM-NOISE-9 to MM-NOISE-12.</p> <ul style="list-style-type: none"> For .308 Caliber Rifle, not less than 16,500 feet (without suppressor) or not less than 4,200 feet (with suppressor). For 12-Gauge Shotgun, not less than 11,000 feet (without suppressor) or not less than 1,500 feet (with suppressor). 	CDFA, WS-California wildlife specialists, Counties	WS-California/CDFA/ Counties	During WDM activities

Mitigation Measure	Implementation Responsibility	Monitoring Responsibility	Mitigation Timing
<ul style="list-style-type: none"> For .22 Caliber Rifle, not less than 5,500 feet (without suppressor) or not less than 650 feet (with suppressor). For bolt-action .22 Caliber Rifle with integrated suppressor and using sub-sonic ammo, not less than 2 feet. 			
<p>MM-NOISE-15</p> <p>For nighttime shooting activities involving a 2-hour duration, shooting shall not occur at distances from an occupied structure less than indicated below; if shorter distances are required, reduce the duration of shooting activities until such distance can meet the nighttime standards, as prescribed in MM-NOISE-16, or conduct the shooting activity during the daytime following distance/duration restrictions prescribed in MM-NOISE-9 to MM-NOISE-12.</p> <ul style="list-style-type: none"> For .308 Caliber Rifle, not less than 14,500 feet (without suppressor) or not less than 3,200 feet (with suppressor). For 12-Gauge Shotgun, not less than 9,500 feet (without suppressor) or not less than 1,100 feet (with suppressor). For .22 Caliber Rifle, not less than 4,500 feet (without suppressor) or not less than 450 feet (with suppressor). For bolt-action .22 Caliber Rifle with integrated suppressor and using sub-sonic ammo, not less than 1 foot. 	CDFA, WS-California wildlife specialists, Counties	WS-California/CDFA/Counties	During WDM activities
<p>MM-NOISE-16</p> <p>For nighttime shooting activities involving a 30-minute duration, shooting shall not occur at distances from an occupied structure less than indicated below; if shorter distances are required, conduct the shooting activity during the daytime following distance/duration restrictions prescribed in MM-NOISE-9 to MM-NOISE-12.</p> <ul style="list-style-type: none"> For .308 Caliber Rifle, not less than 11,000 feet (without suppressor) or not less than 2,000 feet (with suppressor). For 12-Gauge Shotgun, not less than 6,500 feet (without suppressor) or not less than 550 feet (with suppressor). 	CDFA, WS-California wildlife specialists, Counties	WS-California/CDFA/Counties	During WDM activities

Mitigation Measure	Implementation Responsibility	Monitoring Responsibility	Mitigation Timing
<ul style="list-style-type: none"> ▪ For .22 Caliber Rifle, not less than 2,750 feet (without suppressor) or not less than 225 feet (with suppressor). ▪ For bolt-action .22 Caliber Rifle with integrated suppressor and using sub-sonic ammo, not less than 1 foot. 			

Attachment D: Additional Information to Support Impact Determinations

DISCUSSION

Agricultural Resources Discussion

Threshold AG-1

Threshold AG-4

Threshold AG-5

Threshold AG-6

New Agricultural Resources Impacts

Biological Resources Discussion

Threshold BIO-1

Threshold BIO-2

Threshold BIO-3

Threshold BIO-4

Threshold BIO-5

Threshold BIO-6

Threshold BIO-7

Threshold BIO-8

Threshold CU-BIO-1

Threshold CU-BIO-2

Threshold CU-BIO-3

Threshold CU-BIO-4

New Biological Resource Impacts

Tribal Cultural Resources Discussion

Threshold TCR-1

Threshold TCR-2

New Tribal Cultural Resources Impacts

Hazards and Hazardous Materials Discussion

Threshold HAZ-1

Threshold HAZ-2

Threshold HAZ-3

Threshold HAZ-4

Threshold HAZ-5

Threshold HAZ-6

Threshold HAZ-7

Threshold HAZ-8

Threshold HAZ-9

Threshold CU-HAZ-1

Threshold CU-HAZ-2

New Hazards and Hazardous Materials Impacts

Noise Discussion

Threshold NOI-1

Threshold NOI-2

Threshold NOI-3

New Noise Impacts

Public Services Discussion

Threshold PUB-1

New Public Services Impacts

Environmental Impact Report/Environmental Impact Statement for the
**CALIFORNIA WILDLIFE DAMAGE
MANAGEMENT PROJECT**



Prepared for:



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Environmental Impact Report/
Environmental Impact Statement

California Wildlife Damage Management

MAY 2024

Prepared for:

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Executive Summary

Wildlife provides many benefits, including ecological, cultural, aesthetic, and economic. However, they also may be involved in conflicts with humans by preying upon livestock, damaging agricultural resources and property, and threatening human and companion animal health and safety. Wildlife damage management (WDM) in California is necessary to resolve these conflicts. This joint Environmental Impact Report/Environmental Impact Statement¹ (EIR/EIS) reviews the environmental impacts of the Proposed Project/Proposed Action and variety of alternatives for responding to requests for assistance with WDM including the cessation of current California Wildlife Services (WS-California) WDM activities. Requests for assistance may come from many sources including private groups or individuals; other federal, state, and local agencies; and Native American Tribes. The Proposed Project/Proposed Action and five alternatives considered in this EIR/EIS evaluate and compare varying degrees of WS-California, the California Department of Food and Agriculture (CDFA), and California County wildlife specialists' involvement in WDM.

Objectives

The CDFA and WS-California have each identified objectives for their respective programs. The programs are explained in more detail in Chapters 1 and 2.

The CDFA has identified the following objectives:

- Align with the historic (i.e., pre-2003) CDFA program objectives.
- Accomplish the following additional WDM Program objectives:
 - Inform the implementation of WDM activities conducted by state and local agencies throughout California.
 - Provide rapid response to high-risk wildlife damage scenarios in order to prevent harm to agricultural resources and property, human health and safety, and natural resources.
 - Support the development and implementation of measures to avoid, minimize, and mitigate unintended impacts to California's important natural resources from WDM materials and technologies.
 - Build upon existing resources, including WS-California's data reporting system, to develop a statewide information management, reporting, and data sharing system for wildlife damage incidents and management activities that will allow a robust evaluation of management activities to support an integrated and adaptive WDM approach.
 - Establish an administrative mechanism for California Counties (Counties) that wish to participate in a statewide WDM Program to facilitate their environmental compliance.

WS-California has identified the following objectives:

- Respond in a timely and appropriate way to all WDM requests for technical and/or operational assistance, whether from private or public sources.
- Implement an integrated WDM approach which incorporates biological, legal, economic, environmental, cumulative, and sociocultural factors.

¹ The EIS portion of this joint document will proceed under the 1978 National Environmental Policy Act (NEPA) regulations and existing Animal and Plant Health Inspection Service (APHIS) procedures since this document was initiated prior to the September 14, 2020 NEPA revisions.

- Comply with all applicable federal, state, and local laws; Wildlife Services policies and directives; cooperative agreements; MOUs; and other legal requirements.
- Develop and improve lethal and non-lethal strategies to promote the most effective, target-specific, and humane remedies available given legal, environmental, and other constraints.
- Coordinate with the management goals and objectives of applicable WDM plans or guidance as determined by the jurisdictional state, tribal, or federal wildlife or land management agency.

Proposed Project/Proposed Action and Alternatives

WS-California currently uses an integrated approach to WDM involving access to the full range of legally available non-lethal and lethal WDM methods to optimize WDM. For this EIR/EIS five alternatives were developed. The alternatives are explained in more detail in Chapter 3. The Council on Environmental Quality (CEQ) defined the environmentally preferable alternative as the alternative that will promote the national environmental policy as expressed in the National Environmental Policy Act (NEPA), Section 101, which is the alternative that causes the least damage to the biological and physical environment, while still meeting the need for action. CEQ also considered that the environmentally preferred alternative would best protect, preserve, and enhance historic, cultural, and natural resources. The Proposed Project/Proposed Action is the environmentally preferable alternative because it allows WS-California to provide the greatest amount of assistance in resolving human-wildlife conflicts while also supporting the welfare of and harmony between wildlife and humans in accordance with NEPA Section 101. CEQA Guidelines Section 15126.6 define the environmentally superior alternative as meeting most of the needs of the basic project objectives, similar to satisfying the purpose and need, and resulting in the fewest or least severe combination of significant environmental impacts. The environmentally superior alternative is the Proposed Project/Proposed Action.

Proposed Project/Proposed Action: CDFA WDM Program/Continuation of WS-California including Emergency/Rapid Response

Under the Proposed Project/Proposed Action, the CDFA would have a new role in statewide activities, formalizing a program that provides an adaptive and integrated approach, cooperator/requestor participation, technical assistance on lethal and non-lethal techniques, and/or lethal and non-lethal operational WDM assistance that is similar to WS-California's existing WDM activities. As part of the Proposed Project/Proposed Action, the CDFA would also be a centralized data repository for integrated WDM activities (coordination and documentation review), participate in education and outreach, enact a rapid response plan for emergency WDM incidents and/or infestations, and conduct analysis of independent County integrated WDM programs (note that WDM activities of more limited scope could be delegated to individual counties by the CDFA, responding to their specific needs).

Under the Proposed Project/Proposed Action, WS-California would continue to provide technical assistance on lethal and non-lethal WDM techniques and/or provide lethal and non-lethal operational WDM assistance. Similarly, the Proposed Project/Proposed Action would include WS-California T&E species protection and wildlife hazard management (WHM) at airports.

Alternative 1: No Project/Continuation of WS-California

Under Alternative 1, no new CDFA or county WDM would be established. This alternative would not include any CDFA or county-led emergency/rapid response activities. WS-California would continue to operate WDM. This would include T&E species protection and airport WHM. Components of this alternative include collaboration and

identification, education and training, technical assistance, non-lethal and lethal operational WDM, and monitoring. WS-California could also loan equipment to cooperators/requestors for WDM activities.

Alternative 2: Non-Lethal Operational WDM, Except for Human/Companion Animal Health and Safety, Threatened and Endangered Species Protection, and Airport WHM

Under Alternative 2, the CDFA/Counties/WS-California would provide technical assistance on lethal and non-lethal techniques and/or provide non-lethal operational WDM assistance, but would not provide lethal WDM assistance, except for cases of human health and safety, companion animal health and safety, T&E species protection, and airport WHM. Components of Alternative 2 include collaboration and identification, education and training, technical assistance, non-lethal operational WDM, and monitoring. The CDFA/Counties/WS-California could also loan equipment used for non-lethal techniques and/or other WDM activities. Alternative 2 could include CDFA/County/WS-California emergency/rapid response activities.

Alternative 3: Non-Lethal Operational WDM

Under Alternative 3, the CDFA/Counties/WS-California would provide technical assistance on lethal and non-lethal techniques and provide only non-lethal operational WDM assistance. No lethal operational WDM assistance would be provided. Components of Alternative 3 include collaboration and identification, education and training, technical assistance, non-lethal operational WDM, and monitoring. The CDFA/Counties/WS-California could also loan equipment used for non-lethal techniques and/or other WDM activities. Alternative 3 could include CDFA/County/WS-California emergency/rapid response activities, but no lethal methods.

Alternative 4: Financial Reimbursement Assistance

Alternative 4 is for CEQA consideration only. Under Alternative 4, participating counties could establish an assistance program or cost-sharing initiative that provides monetary compensation to affected cooperators/requestors (producers), with a focus on funding improved protection from damaging wildlife (e.g., upgrade of fencing, acquisition of guard animals). This alternative would not include operational assistance provided by the CDFA/WS-California. This alternative would not preclude the right of private entities to conduct lethal WDM on their own in accordance with state and federal laws.

Alternative 5: No Action/Cessation of WS-California

Alternative 5 would not establish or formalize a CDFA WDM Program in California. Nor would any technical or operational assistance with WDM methods described under the Proposed Project/Project Action and Alternatives 1, 2, and 3 (and included as Appendix C) be conducted by WS-California. Furthermore, no provision of financial reimbursements as described in Alternative 4 would be provided. Under Alternative 5, potential WDM would be handled by other entities, including but not limited to tribes, the USFWS, the CDFW, Counties, private-resource owners and managers, private contractors, and/or other non-federal agencies.

Environmental Impacts/Effects

The California Environmental Quality Act (CEQA) requires that an EIR define a “threshold of significance” for each impact that may occur to the physical environment. A threshold of significance, or significance criterion, is an identifiable quantity, quality, or performance level of a particular environmental impact. In general, potential impacts are identified as either potentially significant (above threshold) or less than significant (below threshold).

For the purposes of the EIR, significance criteria were drawn from the CEQA Guidelines, Appendix G, Environmental Checklist Form (California Code of Regulations, Title 14, Division 6, Chapter 3, Sections 15000–15387 et seq.). Several thresholds of significance were also developed in addition to the Appendix G thresholds of significance in an effort to fully analyze the impacts of the Proposed Project/Proposed Action on the identified resource topic areas.

The EIS considers the potential direct, indirect, and cumulative effects of WDM activities on the human environment. As defined by National Environmental Policy Act (NEPA) implementing regulations, the “human environment shall be interpreted comprehensively to include the natural and physical environment and the relationship of people with that environment” (40 CFR 1508.14). Therefore, when a federal agency analyzes its potential impacts on the “human environment,” it is reasonable for that agency to compare not only the effects of the proposed federal action, but also the potential effects that could or would occur from a non-federal entity conducting the action in the absence of the federal action.

The Proposed Project/Project Action and the five alternatives were compared as to the effects on seven issues. The issues were identified based on WS-California and the CDFA experience, agency and tribal outreach, and from public scoping. The issues are explained in more detail in Chapter 4. The issues included for comparative analysis are:

1. Agriculture and Forestry Resources (Section 4.2.1)
2. Biological Resources (Section 4.2.2)
3. Tribal Cultural Resources (Section 4.2.3)
4. Hazards and Hazardous Materials (Section 4.2.4)
5. Human and Companion Pet Health and Safety (Section 4.2.5)
6. Noise (Section 4.2.6)
7. Public Resources (Section 4.2.7)

Agricultural and Forestry Resources

The EIR/EIS identifies the following agricultural and forestry resources that could be affected by the Proposed Project/Proposed Action and Alternatives: croplands, rangelands, orchards, vineyards, nurseries, timberlands, and urban forests. Alternative 5 would have significant and unavoidable adverse impacts under CEQA and significant impacts under NEPA on the market value of agricultural and forestry resources sold in California, agricultural employment, and agricultural income/earnings due to increased wildlife damage. Other agricultural and forestry resources thresholds of significance would have less than significant impact under CEQA and not significant impacts under NEPA. The Proposed Project/Proposed Action would have beneficial impacts on the market value of agricultural and forestry resources sold in California, agricultural employment, and agricultural income/earnings due to decreased wildlife damage and no impacts under both CEQA and NEPA on other agricultural and forestry resources thresholds of significance. Alternatives 1, 2, 3, and 4 would have no impact or less than significant impacts under CEQA and no impact or not significant impacts under NEPA on agricultural and forestry resources thresholds of significance.

Biological Resources

The EIR/EIS identifies a number of native wildlife species that could potentially be impacted by the Proposed Project/Proposed Action. There are seven Appendix G thresholds for biological resources that cover the following topics: habitat modification and candidate, sensitive, and special status species; riparian habitats; protected wetlands; movements of migratory species; plans and ordinances protecting biological resources; habitat

conservation plans; and effects to populations of non-special status species and potential ecosystem changes. The Proposed Project/Proposed Action, Alternative 1 and 2 would have significant and unavoidable adverse impacts under CEQA in 16 counties if the mountain lion is listed under the California Endangered Species Act (see Section 4.2.2.3.1) for the threshold related to special status species under CEQA. There are seven mitigation measure that are described in Section 4.2.2.3.2. Other biological resources thresholds of significance would have no impact to less than significant impacts with mitigation (see Section 4.2.2.3.2) under CEQA and no impact to not significant impacts under NEPA as these measures are already incorporated into WS-California's WDM.

Tribal Cultural Resources

The EIR/EIS identifies the following tribal cultural resources that could be affected by the Proposed Project/Proposed Action and Alternatives: sites, features, places, cultural landscapes, sacred places, or objects that have cultural value to a Native American tribe. Based on the nature of the Proposed Project/Proposed Action and the proposed mitigation measures (see Section 4.2.3.4.2), the Proposed Project/Proposed Action and Alternatives 1-4 would have no impact or less than significant impacts with mitigation under CEQA and not significant impacts under NEPA to tribal cultural resources. Alternative 5 would also have less than significant impacts under CEQA and not significant impacts under NEPA. No mitigation measures were identified for Alternative 5.

Hazardous Materials

The EIR/EIS identifies the following methods and activities that are part of the existing WDM that include the use of hazardous materials or other potential hazards: pesticides, animal drugs, explosives, airports, and emergency response. This section also discusses risk assessments developed in support of WDM activities, WDM activities at contaminated sites, and the use of these materials around schools and sensitive receptors. There is one mitigation measure that is described in Section 4.2.4.4.2. Based on the nature of the Proposed Project/Proposed Action and the proposed mitigation measure (see Section 4.2.4.4.2), the Proposed Project/Proposed Action and Alternatives 1-5 would have no impact or less than significant impacts with mitigation under CEQA and not significant impacts under NEPA as these measures are already incorporated into WS-California's WDM.

Human and Companion Pet Health and Safety

There are no thresholds of significance for this topic in the CEQA Appendix G, therefore the impacts were analyzed under NEPA. The EIR/EIS identifies the use of various capture devices such as cage traps, snares, and foothold traps in the Proposed Project/Action. These devices could potentially harm humans and capture non-target species if used improperly. However, WS-California, the CDFA, and county wildlife specialists would use these devices in compliance with applicable laws and regulations to minimize risks. They would only provide operational assistance upon request and would use capture devices approved by the land or resource manager/owner. When placing capture devices on public lands, bilingual warning signs would be placed near trap sets to alert the public to potential hazards. On private lands, wildlife specialists would make reasonable efforts to obtain approval from adjacent landowners when setting capture devices under fence lines to avoid capturing domestic animals. The Proposed Project/Proposed Action, Alternatives 1-3 and 5 would have not significant impacts under NEPA. The Alternative 4 analysis is provided for informational purposes as financial reimbursement is not available to WS-California.

Noise

The EIR/EIS identifies the following noise methods that could cause impacts during WDM: indirect methods (electronic distress sounds, propane exploders, pyrotechnics, and chemical repellents), direct methods (trapping, rocket

nets/cannon nets, aerial shooting, and ground-based shooting), vibration potential, and airport noise exposure in the Proposed Project/Proposed Action. The Proposed Project/Proposed Action would have less than significant impacts with mitigation under CEQA and not significant impacts under NEPA for indirect methods, direct methods, vibration potential, and airport noise exposure. There are 16 mitigation measures that are described in Section 4.2.6.4.4. Alternative 1 would have no impacts on direct and indirect methods, vibrational potential, and airport noise exposure under CEQA and not significant impacts under NEPA. Alternatives 2 and 3 would have less than significant impacts with mitigation for indirect and direct methods and less than significant impacts for vibration potential under CEQA and not significant impacts under NEPA. Alternative 4 would have less than significant impacts for indirect and direct methods, vibration potential, and no impacts for airport noise under CEQA. The Alternative 4 analysis is provided for informational purposes as financial reimbursement is not available to WS-California. Alternative 5 would have less than significant impacts for direct and indirect methods, vibration potential, and airport noise exposure under CEQA and not significant impacts under NEPA.

Public Services

The EIR/EIS identifies the following public services that could be affected by the Proposed Project/Proposed Action: fire protection, police protection, schools, parks, and other public facilities. The Proposed Project/Proposed Action would have beneficial impacts on public services thresholds of significance due to reduced demand on emergency service providers to respond to calls for human and companion animal health and safety responses. Alternatives 1-5 would have no impact or less than significant impacts under CEQA and no impact or not significant impacts under NEPA to public services thresholds of significance.

1 Project Purpose, Need for Action, and Objectives

1.1 Introduction

Wildlife is an important public resource that can provide economic, recreational, emotional, and aesthetic benefits to many people. However, wildlife can cause damage to agricultural resources, natural resources, and property and threaten human safety. When people experience damage caused by wildlife or when wildlife threatens to cause damage, people may seek assistance from government and private entities. Wildlife damage management (WDM) is the process of reducing damage associated with wildlife. As land is increasingly used for human needs, wildlife habitats are increasingly altered and conflicts between human interests and wildlife arise. WDM needs also include the removal of wildlife that serve as disease vectors that can impact human and animal health. Lastly, the management of rare, threatened, and endangered (T&E) species sometimes requires WDM to protect and preserve habitats and extant populations.

Wildlife Services (WS-California), a state office within the U.S. Department of Agriculture's (USDA's) Animal and Plant Health Inspection Service (APHIS), and the California Department of Food and Agriculture (CDFA) have entered into a memorandum of understanding (MOU) to develop a joint environmental review of both agencies' roles in WDM in California. WS-California and the CDFA are cooperating as joint lead agencies to prepare this environmental impact report (EIR) and environmental impact statement (EIS) evaluating current and proposed WDM activities and potential alternatives for both agencies' involvement in managing wildlife damage and conflict in California. The EIR portion of the document was prepared to comply with the California Environmental Quality Act (CEQA) and the EIS was prepared to comply with the National Environmental Policy Act (NEPA).

1.2 Agencies, Authorities, and Roles

1.2.1 California Department of Food and Agriculture

The CDFA is mandated to “promote and protect the agricultural industry of the state.”¹ This responsibility encompasses the prevention of wildlife damage to agriculture, including injury to or death of livestock; damage to row crops, orchards, forestry/timber plantations, or vineyards; and harm to the structural integrity of roads, buildings, irrigation and other water conveyance structures, and other agricultural infrastructure. As part of this mandate, the CDFA must prevent the introduction and spread of any insects or animals that are dangerous or detrimental to California's agricultural industry.² The CDFA is also authorized to employ “hunters and trappers” to manage and eradicate harmful predatory animals.³

In addition to the benefits provided to agriculture, WDM activities provide benefits to natural resources (including watercourses and rare, sensitive, and protected species), public infrastructure and private property, and public health and safety. The CDFA may also participate in “rapid response” activities, both independently and in collaboration with California Counties (Counties) and WS-California, to respond to high-risk wildlife damage

¹ California Food and Agricultural Code (FAC) Section 401.

² FAC Sections 403, 461, 5006.

³ FAC Section 11221.

scenarios to promptly abate and prevent harm to agricultural resources and property, human health and safety, and natural resources.⁴

Before 2003, the CDFA participated in WDM activities in cooperation with the Counties, WS-California, agricultural extension officers, and farmers, ranchers, and other agriculturalists.⁵ In this EIR/EIS, the CDFA proposes a new WDM Program (Program) that would re-establish a statewide framework for managing wildlife damage. CEQA requires that an EIR identify the project sponsor's objectives, which are similar to the purpose required by NEPA (CEQA Guidelines; 14 CCR 15124[b]). The objectives provide benchmarks for selecting a reasonable range of alternatives for analysis, as required by CEQA. The objectives also aid decision makers in selecting a course of action and in preparing findings at the end of the CEQA process. The CDFA will serve as the lead agency for the EIR portion of the joint analysis, in compliance with CEQA (California Public Resources Code, Section 21000 et seq.).

1.2.2 U.S. Department of Agriculture Animal and Plant Health Inspection Service-Wildlife Services

WS-California is authorized and directed by Congress under the Animal Damage Control Act of March 2, 1931, as amended, (7 USC 8351–8353), to protect American agriculture and other resources from damage associated with wildlife. The act was amended in 1987 ([101 Stat. 1329-331, 7 USC 426[c]) to further provide the following: “On and after December 22, 1987, the Secretary of Agriculture is authorized, except for urban rodent control, to conduct activities and to enter into agreements with State, local jurisdictions, individuals, and public and private agencies, organizations, and institutions in the control of nuisance mammals and birds and those mammal and bird species that are reservoirs for zoonotic diseases, and to deposit any money collected under such agreement into the appropriation accounts that incur the costs to be available immediately and to remain available until expended for Animal Damage Control activities.”

Under NEPA and the Council on Environmental Quality’s (CEQ’s) NEPA regulations (40 Code of Federal Regulations [CFR] Section 1500 et seq.), federal agencies are required to evaluate the potential for actions to significantly affect the quality of the human environment when they propose to carry out, approve, or fund a project. In part, the CEQ regulates federal activities affecting the physical and biological environment through regulations in 40 CFR 1500-1508. NEPA and the CEQ guidelines generally outline five broad types of activities that a federal agency must accomplish as part of projects they conduct. Those five types of activities are public involvement, analysis, documentation, implementation, and monitoring.

WS-California has determined that its involvement in carrying out existing WDM activities requires preparation of an EIS. Pursuant to NEPA and the CEQ regulations, this EIS will document the analyses associated with proposed federal actions and will inform decision makers and the public of reasonable alternatives capable of avoiding or minimizing adverse effects to the quality of the human environment. This EIS will proceed under the 1978 NEPA regulations and existing APHIS procedures since this document was initiated prior to the September 14, 2020, NEPA revisions. WS-California will serve as the lead agency for the EIS portion of the joint analysis, in compliance with NEPA (42 USC 4321 et seq.).

⁴ FAC Sections 403, 404, 2282.5.

⁵ The historic animal damage control program in California was accomplished under a master agreement between CDFA, the Counties, and the U.S. Bureau of Sports Fisheries and Wildlife (now Wildlife Services). Financing was also shared by county, state, and federal jurisdictions (State of California Agriculture and Services Agency Department of Agriculture and Human Relations Agency Department of Public Health 1971).

1.2.3 California County Agricultural Commissioners

The Counties have a unique system of County Agricultural Commissioners,⁶ and the California Legislature has specified that where the CDFA and County Agricultural Commissioners have joint responsibilities, WDM is performed at a county level by County Agricultural Commissioners while the CDFA primarily serves in an oversight and support capacity by providing data and issuing recommendations and policies.⁷ Counties may also work directly with WS-California, entering into a Cooperative Service Agreement (CSA).

Before 2003, the CDFA participated in WDM activities in cooperation with the Counties, WS-California, agricultural extension officers, and farmers, ranchers, and other agriculturalists.⁸ Since that time, requests for WDM assistance from the public, other agencies and governmental bodies, and Native American tribes in California have been addressed by individual counties, WS-California, and private entities/firms or they have not been addressed.

1.2.4 Interagency Wildlife Damage Management

The CDFA, WS-California, and California Agricultural Commissioners have formally and informally coordinated WDM activities for over 100 years. The California legislation approved in May 1919 directed the State Commissioner of Horticulture (later replaced by the Director of the USDA) to investigate reports of agricultural damages or losses generated by predatory animals and to cooperate and contract with the Counties and the USDA and assist in instituting WDM control measures.

Since that time, the CDFA and WS-California have entered into many MOUs that have served state, federal, and county WDM goals. The most recent MOU was executed in April 2017 to facilitate the joint CEQA/NEPA environmental review process defined by this joint EIR/EIS document to serve the mutual interests of the CDFA, WS-California, Counties, local government, agriculture, and the public (CFDA-SOV and APHIS-WS 2017). The protection of public trust resources is also facilitated by the activities considered in this impact analysis.

The interactive WDM activities that are envisioned by these agencies would consist of both independent actions by the CDFA, WS-California, and Counties and collaborative actions between agencies. The CDFA's newly established Program would support the agency's mission while providing a programmatic framework for Counties to perform or contract with WS-California for WDM consistent with the practices defined in this document. Counties that contract with WS-California to perform WDM services are also addressed in the CEQA elements of this joint EIR/EIS document. When considering the activities of the CDFA, WS-California, and Counties together, the term "Proposed Project/Proposed Action" or shall be used.

1.3 Goals of Wildlife Damage Management

With new science and changing societal values, governmental policies have changed to the extent that native wildlife populations are no longer managed for population suppression or entire removal over large areas or regions, unless such management meets local objectives of protecting other valued or rare wildlife populations or for reducing the threat of the spread of disease. WDM focuses on addressing a specific situation, not broad-scale

⁶ FAC Section 2276.5; see generally FAC Division 2 (Local Administration) at Sections 2001–2344.

⁷ FAC Sections 2281, 2282.

⁸ The historic animal damage control program in California was accomplished under a master agreement between the CDFA, Counties, and the U.S. Bureau of Sports Fisheries and Wildlife (now WS-California). Financing was also shared by county, state, and federal jurisdictions (State of California Agriculture and Services Agency Department of Agriculture and Human Relations Agency Department of Public Health 1971).

population management. The Wildlife Society, a non-profit scientific and educational association that represents wildlife professionals, recognizes that WDM is a specialized field within the wildlife management profession and that responsible wildlife management, including WDM, requires adherence to professional standards.

The Wildlife Society has the following standing position on WDM (The Wildlife Society 2016):

Wildlife sometimes causes significant damage to private and public property, other wildlife, habitats, agricultural crops, livestock, forests, pastures, and urban and rural structures. Some species may threaten human health and safety or be a nuisance. Prevention or control of wildlife damage, which often includes removal of the animals responsible for the damage, is an essential and responsible part of wildlife management. Before wildlife damage management programs are undertaken, careful assessment should be made of the problem, including the impact to individuals, the community, and other wildlife species. Selected techniques should be incorporated that will be efficacious, biologically selective, and socially appropriate.

1.4 CEQA Project Objectives

CEQA requires that an EIR identify the project sponsor's objectives, which are similar to the purpose required by NEPA (14 CCR 15124 [b]). The objectives provide benchmarks for selecting a reasonable range of alternatives for analysis, as required by CEQA. The objectives also aid decision makers in selecting a course of action and in preparing findings at the end of the CEQA process.

One of the main functions of the CDFA is to protect crops and livestock throughout the state. The California Food and Agricultural Code gives authority to the CDFA to abate "injurious" animal pests in the interest of protecting the agricultural industry and its resources.⁹ The CDFA took part in protecting the state's agricultural industry from wildlife damage until lack of funding ended the program in 2003.

The objectives of the historic CDFA WDM program were as follows:

1. Provide leadership in addressing the impacts of wildlife on agriculture.
2. Increase the health and productivity of agricultural resources and, incidentally, natural resources.
3. Maintain the availability of wildlife pest control materials that are effective, humane, and environmentally safe.
4. Support improvement of current, and deployment of new, wildlife pest control materials and methods in response to ongoing research.
5. Promote broader understanding and awareness about wildlife pest identification, biology, life history, impacts and control activities.
6. Elicit cooperator and stakeholder participation in addressing wildlife pest impacts to agriculture and, incidentally, natural habitats and public health and safety.
7. Support development and implementation of measures to avoid, minimize and mitigate unintended impacts to watercourses and protected species and their habitats from wildlife pest control materials and methods.

⁹ FAC Section 403

The purpose of the proposed Program is as follows:

- Generally align with the historic (i.e., pre-2003) CDFA program objectives
- Accomplish the following additional WDM Program objectives:
 - Inform the implementation of WDM activities conducted by state and local agencies throughout California.
 - Provide rapid response to high-risk wildlife damage scenarios in order to prevent harm to agricultural resources and property, human health and safety, and natural resources.
 - Support the development and implementation of measures to avoid, minimize, and mitigate unintended impacts to California's important natural resources from WDM materials and technologies.
 - Build upon existing resources, including WS-California's data reporting system, to develop a statewide information management, reporting, and data sharing system for wildlife damage incidents and management activities that will allow a robust evaluation of management activities to support an integrated and adaptive WDM¹⁰ approach.
 - Establish an administrative mechanism for Counties that wish to participate in a statewide WDM Program to facilitate their environmental compliance.

1.5 NEPA Purpose and Need

NEPA requires that an EIS include the underlying purpose and need for the proposed action because this statement explains why the federal agency and proposed project proponents are undertaking the proposed action and what objectives they intend to achieve. The statement of purpose and need is also used to determine the appropriate range of alternatives to be evaluated in the EIS.

Purpose and need are closely linked but subtly different. The need describes the problem and the purpose is the intention to address the problem. Purpose describes why the sponsoring agency is proposing an action that may have environmental impacts and provides the basis for selecting reasonable and practicable alternatives for consideration, comparing the alternatives, and selecting the preferred alternative (40 CFR Section 1502.13: "The statement shall briefly specify the underlying purpose and need to which the agency is responding in proposing the alternatives including the proposed action"; see also NEPA Section 102).

1.5.1 Purpose

The purpose of this EIS is to provide an analysis of direct, indirect, and cumulative impacts of Proposed Project/Proposed Action WDM activities in California and provide a clear and consistent statewide approach in collaboration with federal, state, and county partners to carry out integrated WDM activities. These activities are intended to protect human health and safety, T&E species, natural resources, agricultural resources, and property from damage and threats of damage associated with wildlife. This EIS will assist in determining if the proposed management of wildlife damage could have a significant impact on the quality of the human environment. This EIS will analyze five alternatives to the Proposed Project/Proposed Action to address the need for action and the identified issues and document the environmental consequences of the alternatives to comply with NEPA.

¹⁰ Integrated WDM refers to an approach that incorporates biological, economic, environmental, legal, and other information into a transparent WDM decision-making process and includes many methods for managing wildlife damage, including non-lethal and lethal options.

WS-California previously prepared Environmental Assessments (EAs) and associated Finding of No Significant Impact (FONSI) documents for its WDM activities in five districts in California:¹¹

- 1997 EA and 1997 Decision/FONSI for Wildlife Damage Management in the Sacramento District;
- 1997 EA and 1997 Decision/FONSI for Wildlife Damage Management in the Central District;
- 1997 EA and 1997 Decision/FONSI for Wildlife Damage Management in the North District; and
- 1997 EA and 1997 Decision/FONSI for Wildlife Damage Management in the South and San Luis Districts.

WS-California has decided that one EIS analyzing potential operational impacts for the entire State of California provides a more comprehensive and less redundant analysis than multiple documents covering smaller regions. This approach also provides a broader scope for the effective analysis of potential cumulative impacts and for using data and reports from state and federal wildlife management agencies. Upon public notification of the signed Record of Decision (ROD) for the EIS, these four regional WDM EAs and FONSIs will be superseded and replaced.

The mission of WS-California, developed through a strategic planning process (USDA APHIS 2019), is to:

provide Federal leadership in managing problems caused by wildlife. Wildlife Services recognizes that wildlife is an important public resource greatly valued by the American people. By its very nature, however, wildlife is a highly dynamic and mobile resource that can damage agricultural and industrial resources, pose risks to human health and safety, and affect other natural resources. The Wildlife Services program carries out the Federal responsibility for helping to solve problems that occur when human activity and wildlife are in conflict with one another.

The goal of WS-California in relation to WDM activities is to meet the WS-California mission of professionally supporting the coexistence of humans and wildlife.

WS-California objectives are as follows:

1. Respond in a timely and appropriate way to all WDM requests for assistance, whether from private or public sources.
2. Implement an integrated WDM approach which incorporates biological, legal, economic, environmental, cumulative, and sociocultural factors (Figure 2-3 in Chapter 2).
3. Comply with all applicable federal, state, and local laws; Wildlife Services policies and directives; cooperative agreements; MOUs; and other legal requirements.
4. Develop and improve lethal and non-lethal strategies to promote the most effective, target-specific, and humane remedies available given legal, environmental, and other constraints.
5. Coordinate with the management goals and objectives of applicable WDM plans or guidance as determined by the jurisdictional state, tribal, or federal wildlife or land management agency.

¹¹ A FONSI is the public decision document required when preparing an EA that briefly describes why the project will not have a significant environmental impact under the chosen alternative. A ROD is the public decision document required when preparing an EIS that summarizes the findings and provides the basis for the decision.

Based on agency relationships, MOUs, and legislative authorities, WS-California is the lead federal agency for the EIS portion of this document, and therefore, responsible in part for the scope, content, and decisions made. Based on the scope of this EIS, the decisions to be made are as follows:

- Should WDM as currently implemented by WS-California be continued in California?
- If not, how should WS-California fulfill its legislative responsibilities for managing wildlife damage in California?

1.5.2 Need

Across the United States, wildlife habitat has been substantially changed as human populations expand and land is used for human needs. These human uses and needs often compete with the needs of wildlife, which increases the potential for conflict between humans and wildlife. With this continued and more intensive use of land by humans, introduction of domestic livestock, water resource management, urbanization, and other modern agricultural, cultural, and transportation practices associated with human development have caused substantial changes in the ways that humans and wildlife interact.

Human development and growth continue to put pressures on wildlife populations and their use of remaining habitat, and wildlife attempt to adapt to the changing circumstances. Some species have the ability to be more flexible and adaptable than others, with highly adaptable and flexible species often reaching unnaturally high populations and less adaptable species losing population numbers and distribution. Some animals and localized populations may adapt to change by using human infrastructure or concentrated agricultural practices for their life cycle needs, such as obtaining food and water, finding areas to breed or rest, and using human structures as shelter. Because humans tend to concentrate livestock, food crops, buildings, their pets, and even themselves in localized areas of intensive use, some wildlife species may find it easier to meet their life needs using human-subsidized assets. Where resources provided by humans overlap with occupied wildlife territory, the animals often learn to take advantage of those resources.

When this occurs, there are many situations when people, government agencies, or commercial interests request private companies or federal or state governments to stop or reduce the damage by removing or dispersing the individual animals or local groups of animals causing the problems. When damage or losses have previously occurred and can be expected to occur again, people or agencies may request that animals or groups of animals be removed or dispersed to avoid further losses, even before the damage or losses reoccur. Often, without outside help, people or entities will try to resolve the problems themselves, sometimes by attempting to prevent the damage from re-occurring, such as by building fences and other infrastructure or by killing animals that they perceive to be, and that may or may not be, causing the problem, using traps, firearms, or toxic chemicals.

The term “damage” in the case of WDM is consistently used to describe situations where the individual person or entity has determined that the losses caused by wildlife triggers their threshold for requesting assistance or attempting to take care of the problem themselves. “Damage” may be defined as economic losses to property or assets, threats to human or pet safety, a loss in the aesthetic value of property, and other situations where the behavior of wildlife is no longer tolerable to an individual person or entity. The threshold triggering a request for assistance in dealing with a particular damage situation is often unique to the individual person, entity, or agency requesting assistance. Therefore, what constitutes damage to one person or entity and is considered intolerable may not even be considered a problem by another individual or entity.

The need for action is based on damage to California’s agricultural industry and requests for assistance for the protection of natural resources, property, and health and human safety from wildlife damage.

1.5.2.1 Requests for Assistance

Requests for assistance are an indication of the level of need for WDM, but these requests likely represent only a portion of the actual need. For example, Connolly (1992) determined that only a fraction of the total predation attributable to coyotes (*Canis latrans*) was reported to or verified by Wildlife Services nationally. Connolly (1992) also stated that, based on scientific studies and livestock loss surveys generated by the National Agricultural Statistics Survey (NASS), Wildlife Services only confirms about 19% of the total adult sheep and 23% of the lambs actually killed by predators.

When responding to a request for assistance, WS-California personnel record the species and resources that are in conflict. At the time of providing a response to an individual request for service, WS-California may provide a requester with information, demonstrations, recommendations for strategies that the landowner/manager may implement (technical assistance), and/or operational assistance in which the WS-California employee takes direct action to address the situation. The amount of time needed to complete each request serves as an index of the intensity of effort needed by WS-California personnel to address incidents involving the species in question.

From 2010 to 2019, WS-California personnel provided 1,039,368 hours of technical and operational assistance statewide (Table 1-1) (MIS 2019). WS-California personnel provided about 19 hours of operational assistance for every 1 hour of technical assistance to private citizens, counties under CSA agreements, and other non-T&E species/non-airport requests. During the analysis period, WS-California also provided 153,104 hours of airport wildlife hazard management operational assistance and 173,159 hours of T&E species protection operational assistance.

Table 1-1. Total WS-California Technical Assistance and Operational Assistance Hours for WDM from 2010 to 2019

Year	County WDM Hours		Airport WDM Hours		T&E Species WDM Hours		Total Hours	
	TA	OA	TA	OA	TA	OA	TA	OA
2010	3,769	78,396	54	13,805	21	18,080	3,844	110,280
2011	4,069	75,250	76	12,985	16	15,654	4,160	103,890
2012	4,107	77,240	69	13,856	17	13,245	4,192	104,341
2013	3,989	72,391	82	14,352	31	14,036	4,102	100,779
2014	3,599	70,159	84	14,440	51	16,531	3,734	101,130
2015	3,314	70,439	107	14,948	51	19,905	3,472	105,293
2016	3,166	70,431	56	17,981	42	19,416	3,263	107,828
2017	3,321	67,892	20	18,026	33	20,219	3,373	106,137
2018	3,767	68,101	5	17,129	30	19,731	3,802	104,962
2019	4,584	62,806	47	15,582	9	16,340	4,639	94,728
Total	37,685	713,106	598	153,104	299	173,159	38,582	1,039,368

Source: MIS 2019.

Notes: WS = Wildlife Services; WDM = wildlife damage management; T&E = rare, threatened, and endangered; TA = Technical Assistance; OA = Operational Assistance.

1.5.2.2 Wildlife Damage Management to Protect Human Health and Safety

WS-California, CDFA, and County wildlife specialists (hereafter referred to as “wildlife specialists”) may conduct WDM activities in protection of human health and safety at the request of state, local, and federal agencies, law enforcement, public health agencies, and others. These activities include responding to wildlife that pose a direct human safety risk (e.g., wildlife attacks that result in injuries or death) or disease risk (e.g., disease threats from rabies and plague outbreaks where predators act as reservoirs, zoonotic diseases, and food contamination), as well as odor and noise nuisances. Human health and safety concerns may also include airstrike hazards from birds or mammals crossing runways at airports or airbases.

Wildlife and Bird Strikes at Airports

Reported bird strikes with aircraft at United States airports have increased from 1,850 in 1990 to a record high of 17,228 in 2019 (Dolbeer et al. 2021). A substantial rise in reporting of bird strikes by airports, a growth of urban-adapted bird populations, an increase in commercial flights, and the enhancement of commercial air carriers with quieter engines have all contributed in some part to this record in reported bird strikes (Dolbeer et al. 2021). From 1990 to 2020 in the United States, 608 species of birds and 52 species of terrestrial mammals were identified as struck by civil aircraft (Dolbeer et al. 2021). Strikes of waterfowl, raptors, deer, and coyotes typically result in the most damaging events (Dolbeer et al. 2021). Waterfowl (5% of strikes) and raptors (12% of strikes) are the not the most frequently struck bird groups, but they compose 28% and 23%, respectively, of all damaging strikes (Dolbeer et al. 2021).

In the United States, terrestrial mammals accounted for only 2% of wildlife–aircraft strikes reported in 2020 (Dolbeer et al. 2021). However, their presence on airport property can attract other species that pose higher risks of aircraft strikes. For example, a high density of rodents and cottontail rabbits on airport property are a food source and thus an attractant for many raptor species. Of the 35 civil aircraft fatalities caused by bird strikes from 1990 to 2020, at least 14 involved raptors (Dolbeer et al. 2021). Managing rodent and rabbit densities at airports can indirectly reduce risks to human safety.

In California, 9,091 wildlife strikes were reported to the Federal Aviation Administration (FAA) from 2010 to 2019 (FAA 2023). Of those, 8,765 strikes involved birds, 320 were from mammals, and 6 involved reptiles. About one third of strikes from this time frame involved birds that could not be identified (3,168 strikes). Of animals that could be identified, species most involved in strikes included American kestrel (*Falco sparverius*; 471 strikes), red-tailed hawk (*Buteo jamaicensis*; 420 strikes), barn owls (*Tyto alba*; 371 strikes), cliff swallows (*Petrochelidon pyrrhonota*; 350 strikes), and western meadowlarks (*Sturnella neglecta*; 314 strikes) (FAA 2023). The most struck mammals were Brazilian free-tailed bat and other free-tailed bats (*Tadarida brasiliensis*, *Nyctinomops* spp.; 108 strikes), striped skunk (*Mephitis mephitis*; 63 strikes), black-tailed jackrabbit (*Lepus californicus*; 53 strikes), and coyote (15 strikes) (FAA 2023). In four separate incidents in California from 2010 to 2019, strikes of a flock of snow geese (*Anser caerulescens*), a greater white-fronted goose (*Anser albifrons*), a flock of rock pigeons (*Columba livia*), and an unknown bird caused injuries to a total of five passengers (FAA 2023). In 2013, a small aircraft struck a turkey vulture (*Cathartes aura*) shortly after take-off, leading to the death of the pilot (FAA 2023).

Wildlife specialists may also provide wildlife hazard management to U.S. Armed Forces’ air bases through the Air Force Bird Air Strike Hazard Program (BASH) and other Department of Defense programs at their request. From

fiscal year 2010 to 2019, 883 BASH mishaps were reported by the Air Force,¹² 14 of which were given a Class A BASH mishap determination (BASH 2020a).¹³ In fiscal year 2014, a Class A BASH mishap resulted in four fatalities (BASH 2020a). From fiscal year 2000 to 2019, the most struck birds or bird groups at Air Force air bases were perching birds (9.43% of total strikes), horned larks (*Eremophila alpestris*; 5.55%), mourning doves (*Zenaidura macroura*; 5.19%), and swallows (Hirundinidae; 5.12%) (BASH 2020b). The most struck non-avian wildlife was Brazilian free-tailed bat (2.36% of total strikes) (BASH 2020b).

Wildlife Attacks

Human encroachment into wildlife habitat and wildlife encroaching into human residential and other human-altered areas, often in response to available food, including pets, increases the likelihood of human-wildlife interactions. Those species that people are likely to encounter are those most likely to adapt to and thrive in human-altered habitats due to the ready availability of food, water, and shelter inadvertently provided by residents. As wildlife adapts to using human-altered habitats, many animals have lost their fear of people and become habituated to people, vehicles, and developed areas. With their natural fear of humans gone, some individual animals may exhibit bold and even aggressive behavior toward humans and pets. In addition to habituation, disease may also cause these behaviors, resulting in calls for assistance.

Although wildlife rarely attack people, the number of attacks appears to be increasing, especially near human residential areas. Baker and Timm (2016) defined a single “attack” as an incident in which physical contact between wildlife and one or more humans occurred at a single location at a point in time, when contact was not initiated by the person. Their database found 165 coyote attacks in California since the early 1970s, resulting in injuries to 121 individuals (78 adults and 64 children). At least 63 people have been killed by non-captive black bears (*Ursus americanus*) between 1900 and 2009, mostly in Alaska and Canada (49 fatal encounters), with 14 fatal encounters in the lower 48 states. In 38% of the incidents, the presence of food or garbage probably influenced the bear being in the location (Herrero et al. 2011). There have been 22 verified mountain lion (*Puma concolor*) attacks in California since 1986, 3 of which were fatal (CDFW 2022). Six of those attacks, all non-fatal, occurred in just 3 years from 2020 to 2022.

There are many preventive, non-lethal measures that the public can take to reduce the likelihood of violent conflicts with wildlife, including feeding pets inside, removing brush and wood piles, installing motion-activated lights, keeping a close eye on children and pets, and being aware when participating in outdoor recreational activities. When non-lethal methods are not effective or human health and safety is at imminent risk, lethal methods may be needed.

Zoonotic Diseases

Zoonotic diseases are diseases that are transmissible between animals and people. Pathogen transmission can occur through direct interactions between humans and animals, as well as indirect interactions with pets and livestock that had contact with wildlife. Diseases that can be transmitted from animals to humans may be bacterial, spirochetal, rickettsial, viral, fungal, prions, or parasites. The increasing connectedness of our world and the increasing use intensity of our landscape amplify the potential for spillover of emerging and re-emerging pathogens in wildlife, livestock, pets, and humans. This section includes brief descriptions of examples of zoonotic diseases

¹² A “mishap” is defined as an “unintended occurrence in the Air or Space force that results in death, injury, illness, or property damage and requires an investigation” (U.S. Air Force 2023).

¹³ A Class A mishap is assigned when one or more of the following results: cost totaling \$2,500,000 or more, a fatality or permanent total disability, destruction of Department of Defense aircraft, or permanent loss of primary mission capability of a space vehicle (U.S. Air Force 2023).

for which WS-California could provide surveillance or management assistance. This discussion is intended to briefly address the more commonly known zoonotic diseases associated with those species addressed in this EIR/EIS. It is not intended to be an exhaustive discussion of all potential zoonotic diseases.

Tularemia is a disease caused by the bacterium *Francisella tularensis* (CDC 2018). Usually, people become infected through the bite of infected ticks or flies, by handling infected animals or carcasses, by eating or drinking contaminated food or water, or by inhaling airborne bacteria. A total of 30 human cases of tularemia were reported in California from 2011 to 2020 (CDC 2022a). Most cases occur in the south and central states; however, cases have been reported in every state except Hawaii. Without treatment with appropriate antibiotics, tularemia can be fatal (CDC 2018). The causative agent of tularemia is one of the most infectious pathogenic bacteria known. Many wild animal species may be infected (lagomorphs, squirrels, muskrats, beavers), and occasionally certain domestic animals can also be infected (cats and hamsters).

Rabies is an acute, fatal viral disease of mammals most often transmitted through the bite of a rabid animal. Rabies is preventable, but it is fatal without prior vaccination or post-exposure treatment (CDC 2022b). All mammals, including humans, are susceptible to rabies. Before 1960, the majority of cases were reported in domestic dogs (*Canis lupus familiaris*). About 90% or greater of all animal cases reported annually to Centers for Disease Control and Prevention now occur in wildlife (CDC 2022b). The principal wildlife rabies hosts in the United States today include bats (Chiroptera), raccoons (*Procyon lotor*), skunks (Mephitidae), and foxes (*Urocyon* spp., *Vulpes* spp.). Modern-day treatment, which involves a series of injections given to people who have been or have potentially been exposed, has proven nearly 100% successful in preventing mortality when administered promptly (CDC 2022b). In the United States, human fatalities associated with rabies occur in people who fail to seek timely medical assistance, usually because they were unaware of their exposure to rabies. Although human rabies deaths are rare, the estimated public health costs associated with disease detection, prevention, and control in the United States are between \$245 and \$510 million annually. Those costs include the vaccination of companion animals, maintenance of rabies laboratories, medical costs such as those incurred for exposure case investigations, rabies post-exposure injections, and animal control programs (CDC 2022b). Wildlife Services involvement in rabies research and management is addressed in nationwide EAs on rabies management.

Wild and domestic waterfowl are acknowledged as natural reservoirs for a variety of avian influenza (AI) viruses (Pedersen et al. 2010). However, AI viruses can be found amongst a variety of other bird species (Alexander 2000). AI can circulate among domestic waterfowl without clinical signs and is not an important mortality factor in wild waterfowl (Davidson and Nettles 1997). Although AI is primarily a disease of birds, there can be concerns over the spread of the H5N1 highly pathogenic strain, which has the potential to be transmitted to humans and cause mortalities (Gauthier-Clerc et al. 2007; CDC 2023). Outbreaks of other AI strains have also shown the potential for transmission to people during severe outbreaks when people have handled infected poultry. A pandemic outbreak of AI could have large-scale impacts on human health and economies (WHO 2019; CDC 2023).

1.5.2.3 Wildlife Damage Management to Protect Livestock, Poultry, and Aquaculture

California's livestock industry exceeded \$12.3 billion in 2019, producing 40.6 billion pounds of milk, 2.4 billion pounds of cattle and hogs, 2.4 million pounds of wool, and 3.9 billion eggs, amongst many other products (CDFA 2020). The NASS reported that in 2010 a total of 1,400 adult cattle and 8,200 calves were lost due to predation

in California,¹⁴ resulting in a loss of about \$4.1 million (NASS 2011). Predation of cattle and calves was reported to be caused by coyotes (57% of predation loss), mountain lions or bobcats (*Lynx rufus*) (32.5%), dogs (8.5%), bears (1%), and unknown animals (1%). Several cattle operations in California implemented nonlethal management strategies to minimize wildlife predation, such as guard animals (29.8% of operations), exclusionary fencing (74.6%), carcass removal (26.6%), frequent checks (20.3%), and other techniques (NASS 2011). In 2009, 6,800 adult sheep and 8,200 lambs were reported lost due to predation in California, resulting in a loss of about \$1.4 million (NASS 2010). Though the animals responsible for sheep predation were not recorded for California, NASS has reported sheep losses from bears, bobcats, coyotes, dogs, mountain lions, foxes, wolves (*Canis lupus*), eagles, and ravens (*Corvus corax*) in nearby states (NASS 2021, 2022).

Predation

Predators prey upon a wide variety of livestock, including cattle, sheep, goats, swine, horses, and poultry. Sheep, goats, cattle, and poultry are highly susceptible to predation throughout the year (O’Gara et al. 1983; Bodenchuk et al. 2002). Cattle, calves, sheep, and goats are especially vulnerable to predation during calving, lambing, and kidding seasons in the late winter and spring (Sacks et al. 1999; Bodenchuk et al. 2002; Shwiff and Bodenchuk 2004; USDA 2017).

Not all producers suffer losses to predators; however, for those producers that do, those losses can be economically difficult and burdensome and may cause small producers to experience years of negative profits (Fritts et al. 1992; Mack et al. 1992; Shelton 2004; Rashford et al. 2010). Losses are not evenly distributed among producers and may be concentrated on some properties where predator territories overlap livestock occurrence and predators learn to deviate from their natural prey base to domestic livestock as an alternative food source (Shelton and Wade 1979; Shelton 2004). Therefore, predation can disproportionately affect certain properties and further increase a single producer’s economic burden (Bodenchuk et al. 2002; Shelton 2004; Rashford et al. 2010). Shwiff and Bodenchuk (2004) state that profit margins in livestock production do not allow a 20% loss rate; in the absence of WDM, such losses would likely result in the loss of the livestock enterprise. Without effective methods of reducing predation rates, economic losses due to predation continue to increase (Bodenchuk et al. 2002).

From 2010–2019, a total of 18 mammal species, and 13 bird species were verified by WS-California to have preyed on livestock, poultry, and aquaculture resources in California (Table 1-2) (MIS 2019). During that time frame, WS-California recorded about \$5.5 million of verified losses to livestock from predation (MIS 2019). Approximately \$4.2 million of those losses (77%) were due to predation of cattle, goats, and sheep by coyotes and mountain lions (MIS 2019). Verified losses are confirmed by WS-California specialists during a site visit and are not representative of actual damages, which are higher than those reported by WS-California. In reality, only a fraction of losses are reported by WS-California and there are limited data available for individual counties that do not maintain a CSA with WS-California.

Disease

Although the sources of disease outbreaks can be difficult to identify, a risk of pathogen transmission exists wherever wild or free ranging wildlife and livestock interact or use the same resources such as water or feed (Daniels et al. 2003). Diseases that can be transmitted from wildlife to livestock may be bacterial, spirochetal, rickettsial, viral, fungal, prions, or parasites. Livestock diseases cause loss through morbidity, mortality, decreased

¹⁴ The NASS is a section of the USDA. It conducts the most comprehensive surveys of the status of agriculture in the United States. The results of NASS surveys used in this EIR/EIS are those that are pertinent to California, either nationally or statewide, and that are the most recent.

production, decreased feed efficiency, lower reproductive success, and the costs associated with veterinary diagnostics and treatment. Transmittable diseases to livestock and poultry include the rabies virus (mammals), leptospirosis (canines, raccoons, nutria, opossums), tularemia (rabbits, muskrats, beavers, rodents), brucellosis (elk, deer, bison, feral hogs), Newcastle Disease (pigeons and other birds), and AI (birds) (Miller et al. 2013).

1.5.2.4 Wildlife Damage Management to Protect Crops and Other Agricultural Resources

Other agricultural resources include commercial forestry products, fruit and nut crops, field crops, and range and pasture. California leads the United States in cash crop production, generating \$50.1 billion in 2019 (CDFA 2020). The top crop commodities in California are almonds, grapes, strawberries, pistachios, and lettuce (CDFA 2020). NASS (1999) reported that in 1998, wildlife caused \$19.7 million (about \$35.4 million in 2022 dollars, adjusted for inflation) in damages just to California grape operations.

From 2010–2019, a total of 20 mammal species and 15 bird species were verified by WS-California to have caused damage to agricultural resources in California (Table 1-3) (MIS 2019). During that time frame, WS-California recorded about \$17.1 million of verified losses in damage to forestry products, crops, fruits and nuts, and pastures (MIS 2019). About 79% of those verified losses were associated with three species: beaver (*Castor canadensis*), black bear, and feral swine (*Sus scrofa*). Approximately \$5.3 million verified losses were due to damage to field crops, fruits and nuts, and pasture by feral swine (MIS 2019). Damage to agricultural resources associated with beavers and black bears resulted in losses of about \$4.7 million and \$3.4 million, respectively. The greatest amount of monetary loss for a single resource was about \$3.5 million in damages to fruits and nuts by beavers (MIS 2019).

Damming by beavers can cause significant damage to crops and agricultural infrastructure (Taylor et al. 2017). Additionally, beavers dig burrows or networks of burrows, which can weaken structures such as dams, dikes or levees, or similar agricultural infrastructure. When these burrows collapse, they damage farming equipment or flood crops or property used for agriculture (Baker and Hill 2003; Taylor et al. 2017). Flooding can also prevent access of agricultural producers to crops or livestock to forage areas. Beaver dams across irrigation canals can prevent irrigation activities and flood surrounding cropland. Beavers will cut down trees for building material, but sometime will girdle trees or will leave felled trees where they lay (Taylor et al. 2017). Girdling tree trunks effectively stops the transfer of nutrients to all parts of the tree, eventually killing the tree. Sometimes beavers will fell large trees to access the smaller branches (Taylor et al. 2017). From 2010 to 2019, beavers damaged almond, walnut, apple, cherry, olive, peach, and pear trees, as well as grapes and blueberries (MIS 2019).

Seeds, nuts, and berries are an important component of black bear diets in California (Gradber and White 1983). Black bears are opportunists and will take advantage of food made available by humans (Taylor and Phillips 2020). From 2010 to 2019, black bears consumed or damaged apples, apricots, grapes, peaches, walnuts, almonds, cherries, olives, and pears (MIS 2019). Damage most often occurs to isolated orchards or fields near forests (Taylor and Phillips 2020).

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Table 1-2. Estimated Monetary Loss from Predation Verified by WS-California to Livestock, Poultry, and Aquaculture Resources from 2010 to 2019

	Cattle	Equine ^a	Goat	Sheep	Swine	Llama/Alpaca	Rabbit	Fowl ^b	Aquaculture ^c	Total
Mammals										
American badger	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150.00	\$0	\$150.00
Black bear	\$92,385.35	\$1,200.00	\$64,930.38	\$56,938.64	\$10,869.22	\$26,885.11	\$0	\$124,575.44	\$12,075.00	\$389,859.14
Bobcat	\$0	\$0	\$10,969.90	\$5,881.12	\$0	\$0	\$0	\$90,603.10	\$0	\$107,454.12
Coyote	\$1,779,439.86	\$1,800.00	\$276,619.62	\$1,129,588.24	\$2,887.27	\$47,096.61	\$0	\$106,150.91	\$0	\$3,343,582.51
Gray fox	\$0	\$0	\$510.81	\$2,213.63	\$0	\$0	\$0	\$21,084.43	\$0	\$23,808.87
Kit fox	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10.00	\$0	\$10.00
Red fox	\$0	\$0	\$2,843.06	\$7,077.48	\$0	\$0	\$0	\$12,506.21	\$0	\$22,426.75
Mountain lion	\$87,659.17	\$105,502.70	\$611,523.25	\$340,046.07	\$10,190.68	\$205,090.30	\$0	\$7,149.96	\$0	\$1,367,162.13
Pacific marten	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$35.74	\$0	\$35.74
Mink	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$811.25	\$0	\$811.25
Virginia opossum	\$0	\$6,000.00	\$0	\$0	\$0	\$0	\$0	\$1,336.40	\$0	\$7,336.40
River otter	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$42.80	\$12,197.00	\$12,239.80
Raccoon	\$0	\$0	\$0	\$675.00	\$0	\$0	\$0	\$54,412.18	\$34,965.19	\$90,052.37
Western spotted skunk	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$120.00	\$0	\$120.00
Striped skunk	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$16,633.94	\$0	\$16,633.94
Feral swine	\$18,435.51	\$0	\$0	\$4,319.89	\$0	\$0	\$0	\$0.00	\$0	\$22,755.40
Long-tailed weasel	\$0	\$0	\$0	\$0	\$0	\$0	\$916.20	\$1,011.43	\$0	\$1,927.63
Gray wolf	\$12,133.50	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,133.50
Birds										
Brewer's blackbird	\$5,954.76	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,954.76
Red-winged blackbird	\$23,819.04	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$23,819.04
American coot	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,000.00	\$10,000.00
Double-crested cormorant	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$462.95	\$462.95
American crow	\$3,600.00	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,600.00
Golden eagle	\$800.00	\$0	\$0	\$6,850.00	\$0	\$0	\$0	\$0	\$0	\$7,650.00
Canada goose	\$0	\$3,696.37	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,696.37
California gull	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000.00	\$5,000.00
Western gull	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000.00	\$5,000.00
Red-tailed hawk	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$393.37	\$0	\$393.37
Barn owl	\$0	\$0	\$100.00	\$0	\$0	\$0	\$0	\$0	\$0	\$100.00
Great horned owl	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$210.00	\$0	\$210.00
Common raven	\$19,572.39	\$0	\$1,051.20	\$12,162.30	\$0	\$0	\$0	\$1,315.50	\$0	\$34,101.39
Total	\$2,043,799.58	\$118,199.07	\$968,548.22	\$1,565,752.37	\$23,947.17	\$279,072.02	\$916.20	\$438,552.66	\$79,700.14	\$5,518,487.43

Source: MIS 2019.

Notes: Table does not include loss due to predation or damage associated with non-native species or feral/domestic animals, except feral swine. Table does not include loss due to other types of wildlife associated damage such as consumption/contamination of feed, disease threat, burrowing/digging, property damage, or flooding.

^a Equine category includes donkeys/burros and horses.

^b Fowl category includes chickens, ducks, geese, guineas, ostriches, emus, peafowl, pigeons, and turkeys.

^c Aquaculture includes catfish, trout, shellfish, goldfish, ornamental, aquatic plants.

Table 1-3. Estimated Monetary Loss from Damage Verified by WS-California to Commercial Forestry, Field Crops, Fruit and Nuts, and Pasture Resources from 2010 to 2019

	Commercial Forestry and Nursery ^a	Field Crops ^b	Fruit and Nuts ^c	Range/Pasture	Total
Mammals					
American badger	\$0	\$35,551.03	\$2,050.00	\$6,872.75	\$44,473.78
North American beaver	\$992,281.82	\$171,507.84	\$3,557,740.55	\$56,850.50	\$4,778,380.71
Black bear	\$523,000.00	\$500.00	\$2,910,657.85	\$0	\$3,434,157.85
Coyote	\$0	\$165,783.64	\$33,115.00	\$0	\$198,898.64
Mule/black-tailed deer	\$2,130.32	\$94,491.80	\$52,026.02	\$0	\$248,648.14
Gray fox	\$50.00	\$60.00	\$2,525.00	\$0	\$2,635.00
Red fox	\$0	\$1,000.00	\$0	\$0	\$1,000.00
Black-tailed jackrabbit	\$250,000.00	\$2,000.00	\$200.00	\$0	\$252,200.00
Cottontails (<i>Sylvilagus</i> spp.)	\$0.00	\$2,925.00	\$0	\$200.00	\$3,125.00
Mountain lion	\$0	\$0	\$0	\$8,500.00	\$8,500.00
Muskrat	\$0	\$34,848.00	\$0	\$80,790.50	\$115,638.50
North American porcupine	\$4,000.00	\$0	\$0	\$0	\$4,000.00
Virginia opossum	\$0	\$175.00	\$1,845.00	\$0	\$2,020.00
Raccoon	\$100.00	\$34,536.33	\$99,783.98	\$0	\$134,420.31
Striped skunk	\$1,330.00	\$87,733.05	\$390.00	\$0	\$89,453.05
Feral swine	\$18,499.78	\$2,151,969.43	\$1,542,284.91	\$1,603,549.11	\$5,316,303.23
Botta's pocket gopher	\$0	\$100.00	\$0	\$0	\$100.00
California ground squirrel	\$0	\$7,635.44	\$8,625.00	\$1,483.00	\$17,743.44
Eastern fox squirrel	\$0	\$0	\$365.00	\$0	\$365.00
Western gray squirrel	\$0	\$0	\$151,790.88	\$0	\$151,790.88
Birds					
Brewer's blackbird	\$0	\$4,000.00	\$2,200.00	\$0	\$6,200.00
Red-winged blackbird	\$0	\$337,194.11	\$0	\$0	\$337,194.11
American coot	\$0	\$766,971.30	\$231,752.00	\$0	\$998,723.30
Sandhill crane	\$0	\$50,325.75	\$0	\$0	\$50,325.75
American crow	\$0	\$0	\$2,800.00	\$0	\$2,800.00
Mallard	\$0	\$0	\$25,000.00	\$0	\$25,000.00
Northern flicker	\$10,450.00	\$0	\$0	\$0	\$10,450.00
Aleutian cackling goose	\$0	\$139,263.00	\$0	\$0	\$139,263.00
Canada goose	\$0	\$109,280.08	\$25,600.00	\$2,285.50	\$137,165.58
Lesser snow goose	\$0	\$67,855.00	\$0	\$0	\$67,855.00
Greater white-fronted goose	\$0	\$110,748.58	\$0	\$55,520.00	\$166,268.58
White-faced ibis	\$0	\$11,156.40	\$0	\$0	\$11,156.40
California scrub jay	\$0	\$0	\$100.00	\$0	\$100.00
Horned lark	\$0	\$107,424.00	\$0	\$0	\$107,424.00
Common raven	\$0	\$0	\$282,766.10	\$0	\$282,766.10
Total	\$1,801,841.92	\$4,495,034.78	\$9,033,617.29	\$1,816,051.36	\$17,146,545.35

Source: MIS 2019.

Notes: Table does not include loss due to damage associated with non-native species or feral/domestic animals, except swine.

^a Commercial Forestry and Nursery includes standing softwood.

^b Field Crops includes lettuce, wild rice, corn, hayfields, carrots, rice, wheat, sod cucumbers, watermelons, melons, sunflowers, alfalfa, beans, broccoli, canola, barley, sweet corn, oats, cantaloupe, peas, sweet peppers, squash, and tomatoes.

^c Fruits and Nuts includes avocados, blackberry/raspberry, apples, apricots, blueberries, cherries, citrus, grapes, peaches, pears, almonds, walnuts, strawberries, olives, and pistachio.

1.5.2.5 Wildlife Damage Management for the Protection of Property

From 2010 to 2019, a total of 32 mammal species or species groups and 29 bird species were verified by WS-California to have caused damage to property, resulting in about \$34.9 million in damages (Table 1-4) (MIS 2019). Approximately \$15 million of that damage (43.1% of verified property damage) was attributable to structure damage by beavers and common ravens (MIS 2019). Black bears, raccoons, and striped skunk were associated with about \$4.7 million in damages to just residential buildings (13.5% of verified property damage) (MIS 2019). About \$3.2 million in damages to just turf and landscaping was associated with feral swine and American coots (*Fulica americana*) (9.2% of verified property damage) (MIS 2019). Barn owls and great horned owls (*Bubo virginianus*) were associated with about \$3.1 million in damages to just equipment (9% of verified property damage) (MIS 2019).

Beavers and muskrats (*Ondatra zibethicus*) can pose a threat to human health and safety by redirecting water, affecting structural foundations and leading to weakened dams and levees and increased flooding on lands, roads, and railways (Baker and Hill 2003; Taylor et al. 2017; Miller 2018). Debris from beaver and muskrat dams or dens can plug culverts that allow water to pass beneath a road or railway. Culverts and the surrounding infrastructure which support the road or railbed are not built to withstand the strong pressure of impounded water and this condition can lead to the washout or collapse of the road or railway bed. Some of the most damaged structures by wildlife in California are those associated with irrigation, such as impoundments, levees, dams, irrigation pipes and ditches (MIS 2019). Beavers, muskrats, and nutria (*Myocastor coypus*) can cause damage to waterways and irrigation structures, resulting in flooding of homes, agricultural fields, and low-lying areas (Campbell 1994; Taylor et al. 2017; Miller 2018; LeBlanc 1994). Burrowing activity can seriously weaken dams and levees causing them to leak or collapse. Entrances to burrows are normally underwater and may not be evident until serious damage has occurred. Associated burrows and dens can also erode along the shorelines of lakes and create washouts of associated properties when they collapse. Such incidents can threaten the safety of people on the dam or levee, as well as those people downstream from the dam or protected by the levee. The integrity of such dams and levees are especially important when California experiences major weather events.

Common ravens take advantage of human-made structures for roosting and nest building in California where availability of natural substrates (i.e., trees) may be limited. Damage to structures occurs to a high degree when common ravens roost in large numbers or build nests at problematic sites. Large groups of common ravens roosting at electrical plants and on powerlines may contaminate insulators and lead to power outages (Boarman and Heinrich 2020). Nesting material in satellite dishes or on cell phone towers may interfere with communications. Many types of damage management have been used by several groups to reduce property damage by common ravens including lethal management, taste-aversion treated egg baits, egg oiling, and habitat modification (Boarman and Heinrich 2020).

Property damage associated with black bears is often more difficult to resolve than conflicts with smaller damaging wildlife. The primary cause of black bear conflicts is improperly stored garbage as an attractant (Taylor and Phillips 2020). Black bears can cause major damage to buildings, cars, and other property in search of food (Hygnstrom 1994). Proactive management, including removing attractants and utilizing exclusionary devices, is the most effective management tool, but this relies on public participation (Taylor and Phillips 2020). When these efforts are unsuccessful, diversionary feeding, harassment, or lethal removal may be required to resolve the conflict (Taylor and Phillips 2020).

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Table 1-4. Estimated Monetary Loss from Damage Verified by WS-California to Property from 2010 to 2019

	Animals ^a	Turf/Landscaping ^b	Residential Building	Non-residential Building	Other Property	Equipment	Structures ^c	Total
Mammals								
American badger	\$440.00	\$3,275.00	\$0.00	\$0.00	\$2,400.00	\$1,400.00	\$6,200.00	\$13,715.00
Bats (all species)	\$0	\$0	\$6,200.00	\$1,500.00	\$0	\$0	\$7,700.00	\$15,400.00
Black bear	\$88,323.00	\$7,905.00	\$1,100,264.00	\$222,685.00	\$290,760.00	\$48,025.00	\$34,805.00	\$1,792,767.00
North American beaver	\$0	\$163,430.00	\$7,000.00	\$6,500.00	\$53,375.00	\$0	\$7,495,569.00	\$7,725,874.00
Bobcat	\$22,639.00	\$0	\$750.00	\$0	\$100.00	\$0	\$0	\$23,489.00
Coyote	\$382,227.00	\$2,345.00	\$3,350.00	\$380.00	\$26,194.00	\$20,400.00	\$489,606.00	\$924,502.00
Black-tailed/mule deer	\$230.00	\$52,850.00	\$0.00	\$0	\$665.00	\$2,050.00	\$0	\$55,795.00
Elk	\$0	\$0	\$0	\$0	\$4,000.00	\$0.00	\$1,840.00	\$5,840.00
Gray fox	\$5,190.00	\$1,570.00	\$15,945.00	\$20,486.00	\$36,900.00	\$5,005.00	\$1,200.00	\$86,296.00
Red fox	\$2,050.00	\$0	\$8,040.00	\$4,525.00	\$2,740.00	\$0.00	\$2,100.00	\$19,455.00
Black-tailed jackrabbit	\$0	\$25,085.00	\$0	\$0	\$0	\$0	\$0	\$25,085.00
Mountain lion	\$114,338.58	\$0	\$550.00	\$600.00	\$0	\$0	\$50.00	\$115,538.58
Yellow-bellied marmot	\$0	\$5,000.00	\$0	\$500.00	\$0	\$750.00	\$14,000.00	\$20,250.00
Pacific marten	\$0	\$0	\$0	\$125,000.00	\$0	\$0	\$0	\$125,000.00
Mink	\$0	\$0	\$1,000.00	\$0	\$2,000.00	\$0	\$0	\$3,000.00
Muskrat	\$0	\$0	\$10,000.00	\$0	\$17,600.00	\$0	\$259,470.00	\$287,070.00
Virginia opossum	\$23,010.00	\$12,425.00	\$279,899.00	\$26,677.00	\$33,095.00	\$1,200.00	\$0	\$376,306.00
River otter	\$0	\$0	\$0	\$0	\$400.00	\$0	\$1,000.00	\$1,400.00
Pocket gophers	\$0	\$2,585.00	\$0	\$0	\$0	\$0	\$0	\$2,585.00
North American porcupine	\$5,900.00	\$0	\$500.00	\$0	\$0	\$0	\$0	\$6,400.00
Cottontails (<i>Sylvilagus</i> spp.)	\$0	\$31,580.00	\$0	\$100.00	\$150.00	\$0	\$3,500.00	\$35,330.00
Raccoon	\$102,151.00	\$726,551.00	\$1,594,809.00	\$63,701.00	\$217,683.00	\$500.00	\$13,640.00	\$2,719,035.00
Ringtail	\$0	\$0	\$2,450.00	\$800.00	\$0	\$0	\$5,000.00	\$8,250.00
Western spotted skunk	\$0	\$0	\$17,950.00	\$100.00	\$0	\$0	\$0	\$18,050.00
Striped skunk	\$32,130.00	\$373,928.00	\$2,035,265.00	\$199,802.00	\$171,825.00	\$0	\$3,870.00	\$2,816,820.00
Ground squirrels	\$0	\$36,195.00	\$10,955.00	\$31,050.00	\$1,750.00	\$250.00	\$5,550.00	\$85,750.00
Douglas squirrel	\$0	\$0	\$3,800.00	\$0	\$150.00	\$0	\$0	\$3,950.00
Northern flying squirrel	\$0	\$0	\$400.00	\$0	\$0	\$0	\$0	\$400.00
Eastern fox squirrel	\$0	\$4,550.00	\$11,630.00	\$0	\$8,624.00	\$500.00	\$65.00	\$25,369.00
Western gray squirrel	\$0	\$5,910.00	\$44,520.00	\$0	\$600.00	\$0	\$100.00	\$51,130.00
Feral swine	\$5,000.00	\$1,006,570.00	\$500.00	\$75.00	\$330,370.00	\$0	\$166,300.00	\$1,508,815.00
Dusky-footed woodrat	\$0	\$0	\$750.00	\$400.00	\$0	\$1,050.00	\$0	\$2,200.00
Birds								
American coot	\$0	\$2,210,600.00	\$0	\$0	\$2,000.00	\$0	\$2,500.00	\$2,215,100.00
American crow	\$0	\$400.00	\$150.00	\$0	\$5.00	\$2,950.00	\$0	\$3,505.00

Table 1-4. Estimated Monetary Loss from Damage Verified by WS-California to Property from 2010 to 2019

	Animals ^a	Turf/Landscaping ^b	Residential Building	Non-residential Building	Other Property	Equipment	Structures ^c	Total
Mourning dove	\$0	\$0	\$0	\$0	\$0	\$12,800.00	\$0	\$12,800.00
Mallard	\$0	\$0	\$50.00	\$0	\$200.00	\$0	\$15,670.00	\$15,920.00
Cattle egret	\$1,000.00	\$0	\$10,100.00	\$0	\$0	\$0	\$0	\$11,100.00
Great egret	\$0	\$0	\$5,000.00	\$0	\$0	\$0	\$0	\$5,000.00
Snowy egret	\$0	\$0	\$0	\$10,000.00	\$0	\$0	\$0	\$10,000.00
House finch	\$0	\$0	\$0	\$0	\$0	\$12,500.00	\$0	\$12,500.00
Northern flicker	\$0	\$0	\$18,670.00	\$1,200.00	\$0	\$0	\$0	\$19,870.00
Canada goose	\$0	\$108,605.00	\$3,796.00	\$3,787.00	\$102,300.00	\$0	\$1,000.00	\$219,488.00
Lesser snow goose	\$0	\$50,000.00	\$0	\$0	\$0	\$0	\$0	\$50,000.00
Bonaparte's gull	\$0	\$0	\$0	\$0	\$10,000.00	\$0	\$40,000.00	\$50,000.00
California gull	\$0	\$0	\$0	\$250,000.00	\$60,000.00	\$25,000.00	\$50,000.00	\$385,000.00
Glaucous gull	\$0	\$0	\$0	\$0	\$0	\$0	\$40,000.00	\$40,000.00
Glaucous-winged gull	\$0	\$0	\$0	\$0	\$10,000.00	\$0	\$0	\$10,000.00
Heermann's gull	\$0	\$0	\$0	\$0	\$10,000.00	\$0	\$40,000.00	\$50,000.00
Mew gull	\$0	\$0	\$0	\$0	\$10,000.00	\$0	\$40,000.00	\$50,000.00
Ring-billed gull	\$0	\$0	\$0	\$0	\$10,000.00	\$0	\$40,000.00	\$50,000.00
Western gull	\$20.00	\$5,000.00	\$23,500.00	\$1,270,000.00	\$59,000.00	\$30,000.00	\$55,100.00	\$1,442,620.00
Red-tailed hawk	\$1,000.00	\$0	\$0	\$0	\$0	\$80,000.00	\$0	\$81,000.00
Black-crowned night heron	\$1,000.00	\$0	\$15,000.00	\$0	\$0	\$0	\$0	\$16,000.00
Barn owl	\$0	\$0	\$0.00	\$750.00	\$0	\$2,120,000.00	\$0	\$2,120,750.00
Great horned owl	\$0	\$0	\$0	\$0	\$0	\$1,000,000.00	\$0	\$1,000,000.00
Band-tailed pigeon	\$0	\$0	\$0	\$5,750.00	\$0	\$0	\$0	\$5,750.00
Common raven	\$0	\$0	\$3,550.00	\$9,100.00	\$37,880.00	\$331,000.00	\$7,545,250.00	\$7,926,780.00
Swallows	\$0	\$0	\$14,250.00	\$8,250.00	\$0	\$350.00	\$0	\$22,850.00
Wild turkey	\$500.00	\$16,375.00	\$3,414.00	\$1,000.00	\$9,550.00	\$27,435.00	\$0	\$58,274.00
Turkey vulture	\$0	\$4,000.00	\$5,500.00	\$0	\$50.00	\$0	\$0	\$9,550.00
Acorn woodpecker	\$0	\$0	\$95,765.00	\$11,500.00	\$0	\$0	\$0	\$107,265.00
Total	\$787,148.58	\$4,888,314.00	\$5,355,472.00	\$2,276,418.00	\$1,522,216.00	\$3,723,165.00	\$16,384,585.00	\$34,937,318.58

Source: MIS 2019.

Notes: Table does not include loss due to damage associated with non-native species or feral/domestic animals, except swine. Table does not include damage to airport property or aircraft.

^a Animal category includes animal pets, ornamental fish, guard animals, and zoo animals.

^b Turf/Landscaping category includes golf courses, turf/flowers, recreation areas, and gardens.

^c Structures category includes irrigation/drainage ditches, utilities, fences, landfills, swimming pools, dikes/dams/impoundments, railroads/trestles, roads/bridges, irrigation pipes, irrigation drip line, and boat docks.

Aircraft

Wildlife strikes pose increasing risks and economic losses to the aviation industry worldwide. Direct costs include damage to aircraft, aircraft downtime, remediation costs of directly damaged property (i.e., falling debris from aircraft damages private property), and medical expenses of injured personnel and passengers. Indirect costs can include lost revenue from the flight, cost of housing delayed passengers, rescheduling aircraft flight times, and flight cancellations. Although the number of reported bird strikes has increased substantially since 2000, the reported number of damaging strikes has decreased slightly during the same time (Dolbeer et al. 2021).

From 1990 to 2019, FAA records indicate bird strikes cost the civil aviation industry over \$774 million in monetary losses and 794,552 hours of aircraft downtime (Dolbeer et al. 2021). Birds can present a safety threat to aviation when they use habitat on and around airports. Large flocks or flight lines of birds entering or exiting a roost at or near airports or large flocks foraging on airport property can result in aircraft strikes involving several individuals of a bird species, which can increase damage and increase the risks of catastrophic failure of the aircraft. Also from 1990 to 2019, terrestrial mammal strikes damaged 1,195 aircraft in the United States, destroyed 31 aircraft, and caused 332,576 hours of aircraft downtime, resulting in \$69 million in economic losses (Dolbeer et al. 2021). Mammals of all sizes can be involved in collisions. In 2006, a homebuilt aircraft was destroyed when landing in an airport in North Carolina due to an eastern cottontail rabbit (*Sylvilagus floridanus*) strike (FAA 2023).

Nationally, the resident Canada goose (*Branta canadensis*) population likely represents the most serious bird threat to aircraft safety (Alge 1999; Dolbeer and Seubert 2006; Dolbeer et al. 2021). Resident Canada geese are of concern to aviation safety because of their large body size (typically 8 to 15 pounds, far exceeding the 4-pound bird certification standard for engines and airframes), flocking behavior (which increases the likelihood of multiple bird strikes), attraction to airports for loafing and grazing, and year-round presence in urban environments near airports (Dolbeer and Seubert 2006). From 1990 through 2019, there were 1,854 reported strikes involving Canada geese in the United States, resulting in over \$137 million in damages and associated costs to civil aircraft alone (Dolbeer et al. 2021). From 2010 to 2019, there were 56 reported strikes involving Canada geese in California (FAA 2023).

Raptors and vultures present a damage risk to aircraft because of their large body mass and slow-flying or soaring behavior. Raptors and vultures have a large body mass, making them capable of causing substantial damage to aircraft. On a national scale, vultures are one of the most hazardous bird groups for aircraft to strike based on the frequency of strikes, effect on flight, and amount of damage caused (DeVault et al. 2011). From 1990 through 2019, 901 turkey vultures were struck and 49.5% of the strikes caused damage, resulting in over \$33 million in reported costs (Dolbeer et al. 2021).

From 2010 to 2019, three separate bird strike events required major repairs to aircraft in California.¹⁵ In July 2011, a commercial aircraft struck a flock of 30 to 40 rock pigeons. Several of the birds were pulled into the engines, resulting in over \$3.2 million in repair costs (FAA 2023). Also in 2011, a cargo aircraft struck a flock of 10 greater white-fronted geese, resulting in \$3.23 million in repair costs (FAA 2023). In 2016, a commercial aircraft struck a western or Clark's grebe (*Aechmophorus* sp.) upon approaching the airport. The strike caused a large dent and a crack in the left wing, resulting in \$1.5 million in repair costs (FAA 2023).

¹⁵ Not all strike reports provide notation as to whether there was damage and some strike reports indicating an adverse impact on the aircraft from a given strike do not include a monetary estimate of the damage caused. Additionally, most reports indicating aircraft damaged report direct damages and do not include indirect damages, such as lost revenue, cost of putting passengers in hotels, rescheduling aircraft flight times, and flight cancellations.

1.5.2.6 Wildlife Damage Management for the Protection of Natural Resources

Natural resource protection can include protecting T&E or otherwise sensitive species or other natural resources from wildlife damage. Invasive or nuisance animals can damage landscapes and native plant communities or threaten critical habitat of certain species. Direct predation, especially on prey populations with few individuals and/or under resource constraints, can reduce the size and sustainability of populations. Wildlife specialists may work in collaboration with the U.S. Fish and Wildlife Service (USFWS), the California Department of Fish and Wildlife (CDFW), tribal game and fish departments, conservation organizations, and other land/resource managers to protect T&E wildlife and plants from the impacts of predation, invasive species, and disease.

Threatened, Endangered, and Sensitive Species

Wildlife specialists may conduct WDM to protect T&E nesting birds and other T&E and sensitive species. From 2010 to 2019, WS-California conducted non-lethal and lethal WDM to protect snowy plover (*Charadrius nivosus*), California least tern (*Sternula antillarum browni*), light-footed Ridgway's rail (*Rallus obsoletus levipes*), marbled murrelet (*Brachyramphus marmoratus*), desert tortoise (*Gopherus agassizii*), California condor (*Gymnogyps californianus*), and Sierra Nevada bighorn sheep (*Ovis canadensis sierrae*) (MIS 2019). WDM activities were implemented to reduce predation and to protect bird nests from damage. The species most often associated with predation of T&E species include badger (*Taxidea taxus*), bobcat (*Lynx rufus*), feral cat (*Felis catus*), coyote, feral dog, foxes, mountain lion, Virginia opossum (*Didelphis virginiana*), hawks (Accipitridae), owls (Strigiformes), American crow (*Corvus brachyrhynchos*), and common raven (*Corvus corax*) (MIS 2019). Damage to bird nests was associated with feral cats, coyotes, feral dogs, black-tailed jackrabbits, Virginia opossums, raccoons, non-native rats (*Rattus* spp.), striped skunks, California ground squirrel, and feral swine (MIS 2019). WDM activities to protect nesting birds are typically of short duration and limited to just prior to and during the critical nesting periods when the eggs, chicks, and setting birds are most vulnerable.

Common raven populations have increased dramatically due to human subsidized water, food, and nesting substrate since the 1960s, leading to concerns regarding the sustainability of desert tortoise populations in California (Holcomb et al. 2021). The USFWS Recovery Plan for the Mojave Population of the Desert states that reducing predation of adult desert tortoises by coyotes and juvenile desert tortoises by common ravens is an essential recovery action for the population (USFWS 2011). Because desert tortoises reproduce very slowly (i.e., a desert tortoise can take 13 to 20 years to reach sexual maturity), survivorship of young desert tortoises is necessary for the recovery of this species (USFWS 2011).

Today, Sierra Nevada bighorn sheep occur exclusively in the Sierra Nevada Mountains of California. Major threats to the continuation of this species include disease from domestic sheep and goats, predation, and low genetic diversity leading to inbreeding. Predation by mountain lions is thought to be a major contribution to the decline of winter range use by Sierra Nevada bighorn sheep (USFWS 2007). Furthermore, extreme mountain lion predation from 1999 to 2019 rendered a source of translocation stock of Sierra Nevada bighorn sheep unviable (Gammons et al. 2021). Gammons et al. (2021) concluded that removal of mountain lions that prey on Sierra Nevada bighorn sheep would be necessary to improve recruitment rates and accelerate recovery.

Additional support may be given to these and other sensitive species should it be determined by an agency with management authority that predation has limited their viability.

Disease Surveillance

Because wildlife specialists have access to many animals either while still alive or shortly after death as an inherent component of their programs, they often request to opportunistically collect blood and tissue samples as an additional part of field operations. Most disease sampling would occur ancillary to other WDM activities (i.e., disease sampling occurs after wildlife have been captured or lethally taken for other purposes). Wildlife specialists may also sample wildlife captured or lethally taken by private or other government entities or dying from other causes (e.g., collisions with vehicles). These samples are used to test for several diseases including tularemia, raccoon roundworm (*Baylisascaris procyonis*), or rabies.

An active wildlife disease monitoring program provides wildlife managers and cooperators with valuable information on what wildlife species are being exposed to what pathogens and an index on the level of exposure. Changes in the wildlife species exposed to pathogens and/or the level of exposure within a species indicates a change in the pathogen, host, and environment triad. This information is crucial to making disease mitigation and response decisions. Disease surveillance and monitoring as a component of existing WDM activities reduces cost by eliminating a redundancy of effort in capturing wildlife to obtain samples. Further, under this opportunistic sampling method, wildlife captured as part of WDM activities may be sampled for pathogens, thus eliminating the additive wildlife mortality that would be incurred if the WDM and wildlife disease programs were separate. Without cooperation from wildlife specialists, it would be very difficult for wildlife management agencies to collect large numbers of fresh samples from around the state.

1.6 Scope of the EIR/EIS

1.6.1 Period for which this EIR/EIS is Valid

This EIR/EIS would remain valid until the CDFA or WS-California, as lead agencies, determines that new or additional needs for action, changed conditions, new issues, and/or new alternatives having different environmental impacts needs to be analyzed to keep the information and analyses current. At that time, this analysis and document would be reviewed and, if appropriate, supplemented if the changes would have “environmental relevance” (40 CFR 1502.9[c]), or a new EIR/EIS prepared pursuant to CEQA and NEPA. The CDFA and WS-California will monitor WDM activities conducted by their personnel and ensure that those activities and their impacts remain consistent with the activities and impacts analyzed in the EIR/EIS and selected as part of the decision. Counties will monitor WDM activities conducted by their personnel and ensure those activities and their impacts remain consistent with the activities and impacts analyzed in the EIR/EIS and selected as part of the County program. Monitoring will include review of adopted mitigation measures, target and non-target take reported, and associated impacts analyzed in the EIR/EIS. Monitoring will ensure that WDM activity effects are within the limits evaluated in the selected alternative. The CDFA WDM Program will track statewide WDM activities by combining county level annual monitoring reports into a statewide cumulative annual review with assistance from WS-California.

1.6.2 Utilization of the EIR/EIS by California Counties

The CDFA, WS-California, and the Counties are committed to conducting WDM activities in a stepwise and prescriptive manner that follows standardized protocols and informed decision making. The foundation of these activities, as conducted by the CDFA, WS-California, and the Counties, is an integrated decision-making approach for careful and organized analyses and natural resource management decision making. It is based in consideration of wildlife management theory and experience, as well as human and natural resources risk analyses. The Counties

rely on WDM provided by WS-California and may also rely on services and coordination to be provided by the CDFA under the Proposed Project/Proposed Action. Some counties may elect to conduct WDM activities independently.

1.6.2.1 Potential Use of the EIR by California Counties

The CEQA Guidelines allow and provide for streamlined environmental compliance to reduce project delays and avoid excessive and unnecessary paperwork. This eliminates repetitive analyses of issues, sometimes already addressed in an existing EIR, by referencing those prior analyses as applicable (incorporation by reference). The CDFA has designed the statewide WDM EIR to serve as the foundation for the Counties to use in their individual decision-making processes concerning WDM activities.

The WDM EIR is a “Program EIR” that provides robust environmental review for the various wildlife management activities to be conducted under the Program, including, to the extent feasible, activities performed by the Counties (CEQA Guidelines Section 15168.) This environmental review includes an in-depth evaluation of the potential environmental effects, including cumulative effects, of WDM activities conducted under the Program’s framework; considers broad policy alternatives; and identifies Program-wide mitigation measures.

CEQA provides public agencies the opportunity to streamline the environmental review of later activities that implement a broader program for which a Program EIR has been prepared. In general, agencies are authorized to approve later activities that are “within the scope” of a Program EIR without preparing additional environmental documents so long as certain requirements are satisfied (CEQA Guidelines Sections 15168[c][2], 15162).

All Counties, despite their current WDM approach, could elect to rely on the WDM EIR to facilitate any future decisions regarding WDM activities. This includes counties that currently have no program but wish to participate in a statewide program, independent counties, or those that have existing CSAs with WS-California. Other subdivisions of the State of California (i.e., agencies) may also elect to tier from the WDM EIR.

The specific process for Counties to rely on the WDM EIR to facilitate their future decision making may consist of the following steps and actions:¹⁶

1. County reviews the WDM EIR to understand the project description, impact assessments, and mitigation measures adopted by the CDFA in the certified WDM EIR and its mitigation monitoring plan.
2. County (with CDFA guidance) reviews the individual County’s proposed WDM activities for consistency (or inconsistency) with the WDM EIR.
3. If it is determined by the individual County that their proposed WDM activities are consistent with the WDM EIR and none of CEQA’s provisions requiring additional environmental review apply, no additional CEQA documentation would be required. The County would make the appropriate findings and incorporate applicable mitigation measures and polices into its individual WDM program.
4. If the individual County’s proposed WDM activities includes either of the following, the County may be required to prepare an addendum to the WDM EIR (CEQA Guidelines Section 15164):
 - a. Minor technical changes to WDM activities included in the WDM EIR, or
 - b. Additional WDM measures not contemplated by the WDM EIR but that do not trigger conditions described in CEQA Guidelines Section 15162.

¹⁶ While any California agency may elect to tier from the CDFA’s programmatic EIR, Counties are expected to be the predominant users of this document.

5. If the individual County's proposed WDM includes activities that fall outside the scope of the WDM EIR or would trigger any of the conditions identified by CEQA Guidelines Section 15162, the County may need to perform additional CEQA review.

The County would decide the appropriate CEQA document to evaluate those activities that are outside the scope of the WDM EIR. The potential forms of these documents include a:

- a. negative declaration, or
- b. mitigated negative declaration, or
- c. environmental impact report.

The programmatic nature of the WDM EIR will allow Counties to facilitate their environmental review processes for future WDM activities and enable consistent implementation of WDM activities across the state. The CDFA is committed to working with Counties interested in relying on the WDM EIR. The CDFA will also assist Counties with coordination with other state agencies, as required.

1.6.2.2 Potential Use of the EIS by Counties and Other Entities

The EIS portion of this joint document is intended to address WDM activities in California, including WDM for Counties, airport wildlife hazard management, and T&E species protection. Cooperating agencies may adopt this EIS if the document satisfies the NEPA requirements for its proposed activities.

1.6.3 Other Federal and State Agencies, Authorities, and Roles

The CDFW (previously known as the California Department of Fish and Game) manages California's fish and wildlife populations, game refuges, ecological reserves, and other areas. The CDFW may authorize the removal of fish and wildlife under their jurisdiction through permits and licenses. Those conducting WDM under this EIR/EIS must acquire applicable permits from the CDFW before implementing certain WDM activities.

The California Department of Pesticide Regulation (CDPR) is responsible for regulating pesticide use in California. Pesticides that would be available to manage wildlife damage would be registered and approved for use through the California Department of Pesticide Regulation.

California Agricultural Commissioners and Sealers Association is a voluntary organization of California County Agricultural Commissioners and County Sealers of Weights and Measures. California Agricultural Commissioners and Sealers Association provides a unified and coordinated effort to address statewide agricultural, natural resource, marketing, food safety, equity, and public health issues.

The USFWS and National Oceanic and Atmospheric Administration (NOAA) are the primary federal agencies responsible for conserving, protecting, and enhancing the nation's fish and wildlife resources and their habitat. The National Marine Fisheries Service within the NOAA has stewardship of national marine resources, including most marine mammals under the Marine Mammal Protection Act of 1972. The USFWS has specific responsibilities for the protection of migratory birds, T&E species, inter-jurisdictional fish, and certain marine mammals, as well as for lands and waters managed by the agency in the National Wildlife Refuge System. The USFWS has statutory authority for enforcing the Fish and Wildlife Improvement Act of 1978, the Fish and Wildlife Act of 1956, the Migratory Bird Treaty Act, the Endangered Species Act, and the Bald and Golden Eagle Protection Act. Under Section 7 of the

Endangered Species Act, federal agencies must consult with the USFWS when any action the agency carries out, funds, or authorizes may affect a listed T&E species. Additionally, those conducting WDM under this EIR/EIS must acquire applicable permits (e.g., migratory bird depredation permit) before carrying out certain WDM activities.

The U.S. Forest Service (USFS) and the Bureau of Land Management (BLM) manage federal lands under their jurisdiction for multiple uses, including recreation, wildlife habitat, livestock grazing, energy development, timber production, wilderness values, and cultural resources. Land management activities by the USFS and BLM are guided by Land Management or Land Use Plans, the development of which includes a public involvement and comment process. Wildlife Services maintains MOUs with BLM (Agreement No. 20-7100-0454-MU) and the USFS (Agreement No. 11-7100-0329-MU) to ensure WDM conducted on jurisdictional lands aligns with agreed upon goals.

The FAA and National Association of State Aviation Officials (NASAO) may request necessary resolution of wildlife hazard problems at airports to support aviation safety. This partnership supports the common mission to collaboratively advance and encourage aviation safety within their respective areas of responsibility and to reduce wildlife hazard risks. The end goal is to increase wildlife and bird strike reporting, provide operational and technical assistance, and deliver necessary training to the aviation community to ultimately reduce the risk of wildlife hazards in order to ensure safer operations at airports. Wildlife Services maintains MOUs with the FAA and NASAO that establish the partnership and cooperation of these organizations.

The U.S. Environmental Protection Agency (EPA) is responsible for implementing and enforcing the Federal Insecticide, Fungicide, and Rodenticide Act, which regulates the registration and use of pesticides, including repellents and pesticides available for use to manage damage associated with mammals. The EPA is also responsible for administering and enforcing Section 404 of the Clean Water Act along with the U.S. Army Corps of Engineers (USACE).

The U.S. Food and Drug Administration (FDA) is responsible for protecting the public health by assuring the safety, efficacy, and security of human and veterinary drugs, biological products, medical devices, the nation's food supply, cosmetics, and products that emit radiation.

The U.S. Drug Enforcement Administration (DEA) is responsible for enforcing the Controlled Substance Act (1970). The DEA prevents the abuse and illegal use of controlled substances by regulating their production, distribution, and storage.

1.6.4 Cooperating Agencies, Participating Agencies, Responsible Agencies, and Trustee Agencies

Both CEQA and NEPA define several different categories of agencies in the environmental review process and give differing roles and responsibilities to each.

1.6.4.1 CEQA

The CEQA "lead agency" is the public agency that has the primary responsibility for carrying out and approving a project (14 CCR 15367). As previously described in Section 1.2.1, the CDFA is the CEQA lead agency.

"Responsible agencies" include all public agencies with some discretionary authority over a project or a portion of it other than the CEQA lead agency. If a project involves discretionary actions by more than one agency, one may

be selected as the lead agency pursuant to CEQA Guidelines Section 15051, and the others would become responsible agencies. There are no designated responsible agencies for the Proposed Project/Proposed Action.

“Trustee agencies” are agencies that hold certain resources in trust for the people of California. Trustee agencies are defined by the CEQA statute and include four agencies: the CDFW, the State Lands Commission, the State Department of Parks and Recreation, and the University of California (14 CCR 15386[a–d]). The CDFW is a trustee agency for projects that involve or could have an effect on the fish and wildlife of the state, including designated rare or endangered native plants, game, refuges, ecological reserves, and other areas it administers. The State Lands Commission is a trustee agency for projects that involve state-owned sovereign lands such as the beds of navigable waters and state school lands. The State Department of Parks and Recreation is a trustee agency for projects that involve or may have an effect on a property within the State Park System. The University of California is a trustee agency for projects that involve or may affect the Natural Land and Water Reserves System.

1.6.4.2 NEPA

The role of a federal agency in the NEPA process depends on the agency’s expertise and relationship to the proposed action. In most cases, the federal agency carrying out the proposed action is the NEPA “lead agency” and is responsible for complying with the requirements of NEPA. As previously described in Section 1.2.2, WS-California is the NEPA lead agency.

“Cooperating agencies” refers to agencies invited by the NEPA lead agency to participate in the environmental process. Cooperating agencies include agencies with jurisdiction by law and/or permitting authority over the proposed action. Cooperating agencies share responsibility for the development of information and the preparation of environmental analyses at the request of the NEPA lead agency. To facilitate planning, efficiently use agency expertise, and promote interagency coordination with meeting the needs for action, WS-California and the CDFA are coordinating the preparation of this EIS with the following agencies who responded to invitations with confirmation of their interest in being cooperating agencies; the USFWS and Bureau of Indian Affairs.

“Participating agencies” refer to any federal, state, regional, local, or tribal government units with an interest in the project. The NEPA lead agency has the responsibility to identify and involve participating agencies. However, an agency can also make a request to become a participating agency. Participating agencies provide input on the environmental document and issues within their areas of expertise. WS-California and the CDFA recognize the sovereign rights of Native American tribes to manage wildlife on tribal properties and have invited all federally recognized tribes in California to cooperate or participate in the development of this document. The Tataviam Band of Mission Indians replied to the invitation by indicating their desire to be a participating agency.

1.7 Public Involvement

1.7.1 Scoping Process

Scoping is the formal CEQA and NEPA coordination and outreach process to determine the scope and content of issues to be addressed during the environmental review, including the range of actions, concerns, environmental impacts, mitigation measures, and potential alternatives to be evaluated in the EIR/EIS. Scoping may also be used to identify issues that need not be evaluated in detail in the EIR/EIS. Activities conducted during the scoping process include soliciting agency, organization, and public input to develop a complete draft purpose and need statement; identifying a preliminary range of alternatives; and discussing potentially significant environmental issues. The

scoping report is included as Appendix A to this EIR/EIS. As described in the report, the scoping period began on September 10, 2020, and ended on November 10, 2020.

Noticing

Pursuant to CEQA (14 CCR 15082), a Notice of Preparation for the EIR was submitted to the State Clearinghouse (SCH No. 2020099012), a division of the Governor's Office of Planning and Research that coordinates the state-level review of CEQA documents. The Notice of Preparation was distributed on September 10, 2020, to responsible, federal, and trustee agencies, Native American tribal representatives, representatives of interest groups and associations, and individual members of the public. The Notice of Preparation announced the intent of the CDFA to prepare an EIR/EIS for the CDFA's proposed Program and included a list of the potential environmental issues to be analyzed in the EIR/EIS. A press release in English and Spanish was published by the CDFA on September 10, 2020. This provided information about the Program and the associated Program EIR/EIS scoping process.

To comply with the CEQ regulations (40 CFR 1501.7) implementing NEPA, WS-California published a Notice of Intent to prepare an EIS in the Federal Register on September 10, 2020 (Federal Register no: 2020-19090). The Notice of Intent is the official regulatory notice indicating that a federal agency is commencing preparation of an EIS. The Notice of Intent states the intent of WS-California, in coordination with the CDFA, to prepare an EIR/EIS analyzing WDM activities and potential alternatives in California.

Public Scoping Webinars

To provide government agencies, Native American tribes, organizations, and the public with an opportunity to ask questions and provide comments on the scope of the EIR/EIS, two webinars (using Zoom) were held on two Tuesday evenings in October 2020 (October 13, 2020, and October 27, 2020). Over 30 attendees participated in each webinar. Potential stakeholders on the mailing list were sent e-mails inviting them to attend the webinars and register in advance online. The agenda, presentation slides, and recordings of the webinars were made available on the Proposed Project/Proposed Action website: www.CaliforniaWDM.org.

Ongoing Outreach

In addition to webinar scoping, the Proposed Project/Proposed Action has a mail address, website, and phone number for questions. Several biological experts were invited to provide comment and technical input during preparation of the EIR/EIS and biological reports.

Comment Summary

In addition to the oral comments received during the webinars, over 5,200 written comment letters were received via mail, email, and on the Federal Register website comment form. These are included in Appendix E of the Scoping Report, which is included as Appendix A to this EIR/EIS. Approximately 74 of the comment letters were determined to be unique, while the remaining comment letters were variations of a form letter. The identified key issues and themes are discussed in greater detail in the Scoping Report and are analyzed in EIR/EIS.

1.8 Tribal Involvement

Both CEQA and NEPA require engagement with Native American tribes that might attach religious and cultural significance to a resource that may be affected by an undertaking and inviting them to be consulting parties to

assist in the identification of resources in the study area. The CDFA and WS-California recognize the rights of sovereign tribal nations, the unique legal relationship between each tribe and the state/federal government, and the importance of strong partnerships with Native American communities. Native American tribes have rights to hunt, fish and gather, graze livestock, and exercise other traditional uses and practices on unoccupied federally managed lands within ceded territories defined in treaties between the U.S. government and the tribes. The United States and all its agencies, as fiduciaries, owe a trust duty to the Native American tribes. This duty includes a substantive duty to protect—to the fullest extent possible—the lands, assets, and resources on which the tribe’s treaty-reserved rights depend and to manage habitat to support populations necessary to sustain species hunted and gathered by tribal members. The CDFA and WS-California are committed to respecting tribal heritage and cultural values when planning and initiating WDM programs as requested by tribal governments and/or residents or permittees. Timely and meaningful consultation and coordination with tribal governments, to the greatest extent practicable and permitted by law, are conducted consistent with the National Historic Preservation Act and Executive Order 13175, Consultation and Coordination with Indian Tribal Governments. The CDFA and WS-California offer early opportunities for formal government-to-government consultation on its proposed program to all tribes in California and have requested their involvement with this EIR/EIS through direct invitations and draft EIR/EIS review opportunities.

WDM activities are conducted on tribally managed lands only upon request from the tribal government, the tribal game and fish department, or other tribal authority. If a tribe requests WDM assistance on tribally managed lands, the wildlife specialist will consult with the tribe regarding when, where, and how WDM activities and strategies may be conducted.

The NEPA process requires that lead agencies for federal regulatory compliance make a reasonable and good faith effort to identify Native American tribes and Native Hawaiian organizations that might attach religious and cultural significance to a resource that may be affected by an undertaking and invite them to be consulting parties to assist in the identification of resources in the study area.

CEQA requires the lead agency to consult with California Native American tribes traditionally and culturally affiliated with a project area, pursuant to California Public Resources Code, Sections 21080.3.1–21080.3.2. This process is commonly known as the “Assembly Bill 52” consultation process, after the state legislation that enacted the requirement.

Tribal involvement in the scoping process and analysis of Tribal Cultural Resources (concerns of American tribes) is further described in Section 4.2.3, Tribal Cultural Resources, and Appendix E, Tribal Outreach, of this EIR/EIS.

1.9 Organization of EIR/EIS

This EIR/EIS is organized as follows:

Chapter 1, Project Purpose, Need for Action, and Objectives: This chapter discusses the purpose and need of the Proposed Project/Proposed Action, as required by NEPA, and the Proposed Project/Proposed Action objectives, as required by CEQA. This chapter also includes a summary of agency involvement, Proposed Project/Proposed Action scoping, and an overview of the organization of the EIR/EIS.

Chapter 2, Project Description: This chapter describes the components of the Proposed Project/Proposed Action.

Chapter 3, Alternatives: This chapter provides an in-depth discussion of alternatives to the Proposed Project/Proposed Action.

Chapter 4, Environmental Setting/Affected Environment: This chapter presents the environmental setting/affected environment and the potential impacts of the Proposed Project/Proposed Action and its alternatives. Applicable regulatory setting information for these environmental topics is included in Appendix B. The chapter includes the following sections:

Section 4, Environmental Setting/Affected Environment

Section 4.1, Introduction

Section 4.2, Environmental Resources

Section 4.2.1, Agricultural and Forestry Resources

Section 4.2.2, Biological Resources

Section 4.2.3, Tribal Cultural Resources

Section 4.2.4, Hazards and Hazardous Materials

Section 4.2.5, Human and Companion Animal Health and Safety

Section 4.2.6, Noise

Section 4.2.7, Public Services

Section 4.3, Environmental Resource Topics Eliminated from Further Analysis

Chapter 5, Other CEQA/NEPA Considerations: This chapter includes a summary of impacts resulting from the Proposed Project, including any significant and irreversible environmental changes or unavoidable adverse effects.

Chapter 6, Agencies, Organizations, and Persons Consulted: This chapter lists the agencies, organizations, and persons consulted when preparing the EIR/EIS.

Chapter 7, List of Preparers: This chapter lists the agencies and firms that were involved with the preparation of this EIR/EIS.

Chapter 8, Acronyms: This chapter provides a list of acronyms used in this EIR/EIS.

Chapter 9, References: This chapter provides a bibliography of printed references, websites, and personal communications used in preparing the EIR/EIS.

Appendices: The appendices include a comprehensive description of the proposed Program methods and applicable directives/policies and best practices, as well as applicable technical reports. Revisions made to the EIR/EIS, as well as responses to public comments received during the Draft EIR/EIS public review period, are included within Appendix G, Response to Comments.

1.10 References

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2 Project Description

2.1 Introduction

The California Department of Food and Agriculture (CDFA) and Wildlife Services-California (WS-California), a state office within the U.S. Department of Agriculture's (USDA) Animal and Plant Health Inspection Service (APHIS), are preparing a joint Environmental Impact Report (EIR) and Environmental Impact Statement (EIS) to provide a robust and comprehensive environmental analysis of current and proposed wildlife damage management (WDM) activities performed in California by CDFA and California Counties (Counties), as required by the California Environmental Quality Act (CEQA), and by WS-California, as required by the National Environmental Policy Act (NEPA). These activities would be undertaken in a coordinated effort to protect agricultural and natural resources, to protect property and infrastructure, and to promote human and pet health and safety.

The CDFA's proposed WDM Program (Program) describes and formalizes a framework for managing damage caused by wildlife determined to be injurious to California's agricultural industry. The WDM EIR/EIS provides a statewide environmental analysis of the framework to inform decision makers and the general public about the potential impacts of existing and future WDM activities that would be considered under the Program. Activities within this framework would be carried out in a collaborative effort by the CDFA, Counties, and WS-California, in collaboration and consultation with other federal, state, and local agencies as appropriate (refer to Figure 2-1). All WDM activities to be conducted under the framework will be analyzed in and informed by the EIR/EIS.

WS-California provides federal leadership and expertise in managing wildlife conflicts in California.¹ WS-California uses an integrated approach to recommend and apply a comprehensive range of legally available non-lethal and lethal techniques for reducing wildlife damage and conflicts. This includes providing advice on wildlife damage prevention and management, information on sources of WDM materials, depredation investigations, equipment loans, training on the use of WDM methods, and assistance with implementation of WDM methods. WS-California conducts these activities both independently and jointly with federal and state agencies, counties, municipalities, Native American tribes, and private land and resource owners/managers.

When considering the activities of the CDFA, Counties, and WS-California together, the term "Proposed Project/Proposed Action" shall be used. This EIR/EIS analyzes the Proposed Project/Proposed Action framework and activities undertaken to manage damage caused by wildlife throughout California by WS-California, the CDFA, and the Counties as depicted in Figure 2-1.

The nature of these independent and collaborative activities is not a finite set of predictable actions in specific locations, but rather, a process of responding to and minimizing damage caused by wildlife, which is inherently unpredictable both spatially and temporally. For each reported incident of wildlife damage, this process involves investigation of the damage, review of available methods, implementation of chosen methods, monitoring effectiveness of the methods, and adaptive management as necessary. The CDFA and WS-California share a commitment to a common decision-making process, which is generally depicted and described in Figures 2-2 and 2-3. This decision-making process protects the public's safety, upholds the Public Trust Doctrine,² prioritizes non-lethal methods to minimize or resolve wildlife conflicts when possible, protects natural resources, and

¹ There are Wildlife Services (WS) offices representing all 50 states, the District of Columbia, Guam, and the Virgin Islands.

² *Martin v. Waddell*, 41 U.S. 367 (1842) – this Supreme Court decision serves as the groundwork in U.S. common law that wildlife resources are owned by no one, to be held in trust by government for the benefit of present and future generations.

humanely dispatches animals that are lethally taken. Figure 2-2 depicts the proposed WDM response process and Figure 2-3 provides more detailed information on the decision-making process used in designing and conducting wildlife damage responses.

WDM has been a cooperative activity between the federal government and the Counties since 1919 and between the State of California and the USDA since 1921. Between 1921 and 2003, WS-California (and its predecessor agencies within the federal government) and the CDFA (and its predecessor the California Department of Agriculture) partnered with the Counties, agricultural extension offices, farmers, ranchers, and other agriculturalists to jointly conduct WDM activities and/or share the cost of WDM activities.³

In 2003, the CDFA ceased to fund and actively conduct WDM activities. Since that time, requests for WDM assistance from the public (primarily land and resource owners/managers), other agencies and governmental bodies, and Native American tribes in California have been addressed by the individual counties, WS-California, or private entities/firms or have not been addressed.

The current range of WDM approaches that the Counties may take include the following:

- **No County-Provided WDM** - No WDM activities are provided by these counties. Some of these counties have historically contracted with WS-California to provide WDM (and historic data are available) and some have expressed interest in participating in a statewide WDM program if it were available.
- **County-Led WDM** – These counties include a variety of WDM approach types including but not limited to the following: (1) An approach that focuses on addressing agricultural damage (e.g., activities including technical assistance up to operational support), preventing property damage, and securing public safety; (2) an approach where WDM responsibilities are coordinated/shared with animal control and/or other county departments; (3) a grant-based approach that focuses on non-lethal pest management practices, including reimbursement; and (4) an approach where counties contract directly with private entities/firms for WDM.
- **WS/County Cooperative WDM** – Many counties in California have an existing Cooperative Service Agreement (CSA) with WS-California to conduct WDM activities on individual counties' behalf.

Figure 2-4 provides an overview of the 2023 WDM approach of the Counties, which can change over time.

2.2 CDFA's Wildlife Damage Management Program

2.2.1 Background

The CDFA is mandated to “promote and protect the agricultural industry of the state.”⁴ This responsibility encompasses the prevention of wildlife damage to agriculture, including crops, livestock, and various agricultural and public infrastructure (e.g., roads, water conveyance structures, and buildings). As part of this mandate, the CDFA must prevent the introduction and spread of any insects or animals that are dangerous or detrimental to

³ The historic animal damage control program in California was accomplished under a master agreement between CDFA, Counties, and the U.S. Bureau of Sports Fisheries and Wildlife (now Wildlife Services). Financing was also shared by county, state, and federal jurisdictions (State of California Agriculture and Services Agency Department of Agriculture and Human Relations Agency Department of Public Health 1971).

⁴ California Food and Agriculture Code (FAC) Section 401.

California's agricultural industry.⁵ The CDFA is also authorized to employ "hunters and trappers" to manage and eradicate harmful predatory animals.⁶

The CDFA's responsibilities encompass the prevention of wildlife damage to agriculture, including injury to or death of livestock; damage to row crops, orchards, forestry/timber plantations, or vineyards; and harm to the structural integrity of roads, buildings, irrigation and other water conveyance structures, and other agricultural infrastructure. In addition to the benefits provided to agriculture, WDM activities provide benefits to natural resources (including watercourses and rare, sensitive, and protected species), public infrastructure and private property, and public health and safety. Injurious wildlife include mammal, bird, reptile, amphibian, and fish species.

California has a unique system of County Agricultural Commissioners,⁷ and the State Legislature has specified that where the CDFA and County Agricultural Commissioners have joint responsibilities, WDM is performed at the county level by County Agricultural Commissioners while the CDFA primarily serves in an oversight and support capacity by providing data and issuing recommendations and policies.⁸ Counties may also work directly with WS-California through a CSA. The CDFA may also participate in "rapid response" activities, both independently and in collaboration with the Counties and/or WS-California, to respond to high-risk wildlife damage scenarios (e.g., introduction and spread of injurious animal pests, need to exclude high-risk pests) to promptly abate and prevent harm to agricultural and natural resources, to protect property and infrastructure, and to ensure human health and safety.⁹

CEQA and NEPA have similar goals regarding projects that may affect the environment, and CEQA is generally recognized as having a broader reach and impact than NEPA. CEQA requires CDFA and participating counties to assess the potential environmental impacts of their WDM activities and to mitigate significant impacts, as practicable. NEPA requires WS-California to consider the potential environmental impacts of its WDM activities and to identify feasible alternatives, but mitigation measures are not required.

In compliance with CEQA and NEPA, this EIR/EIS will provide state and federal environmental review for WDM activities conducted in California by the CDFA, the Counties, and WS-California. This will include a description of the process for consideration of future WDM activities (that have not been included in this EIR/EIS). The CDFA will also monitor the subsequent use of this EIR/EIS by Counties or other state agencies to ensure consistency with the impact conclusions and mitigation measures defined herein.

The CDFA will not need new legislation to formalize and implement the Program; its existing authorities are sufficient. The Program would establish a statewide framework for managing wildlife determined to be injurious to California's agricultural resources and property, natural resources, and/or human health and safety. The activities to be conducted under the Program framework are well established and historically have been carried out by CDFA, the Counties, and WS-California. This framework would be refined through ongoing coordination to improve its efficacy, particularly with respect to interagency coordination, data collection and processing, information sharing, and education. The Program's elements are described below.

The Program framework would preserve and enhance the Counties' historical roles in carrying out WDM activities at the local level, with CDFA primarily serving in an oversight and support capacity. CDFA would also coordinate with the Counties, WS-California, and other state agencies to undertake rapid responses to high-risk wildlife damage

⁵ FAC Sections 403, 461, 5006.

⁶ FAC Section 11221.

⁷ FAC Section 2276.5; see generally FAC Division 2 (Local Administration) at Sections 2001–2344.

⁸ FAC Sections 2281, 2282.

⁹ FAC Sections 403, 404, 2282.5.

threats. In undertaking these rapid response activities, CDFA recognizes that the Counties are well equipped to act quickly in response to damage, conflicts, or threats by wildlife to agricultural and natural resources.¹⁰ Nonetheless, in situations where a wildlife species can quickly cause severe and extensive damage, CDFA must have the ability to provide the rapid regional response needed to effectively manage, remove, and/or eradicate such a threat.

This imperative was struck in bold relief when, in 2017, a pregnant female nutria (*Myocastor coypus*) was captured in Merced County by a WS-California employee. A semi-aquatic rodent native to South America, nutria consume up to 25% of their body weight in aboveground and belowground plant material each day, causing extensive damage to native plant communities, soil structures, and agricultural crops. Aside from damaging agriculture, nutria impact public infrastructure by burrowing into banks and levees, causing streambank erosion, sedimentation, levee failures, and roadbed collapses that threaten public safety. Nutria were last detected in California in the early 1970s, which prompted the initiation of a joint program among CDFA, the California Department of Fish and Wildlife (CDFW), WS-California, and the Counties to eradicate the species because of its devastating impacts on agriculture, wetlands, and water infrastructure.

A comprehensive statewide environmental analysis of the Program will improve the efficacy of WDM and rapid response (e.g., targeted removal of invasive species, like nutria) in California.

2.2.2 CDFA WDM Program Description

The proposed Program would be consistent with CDFA's legislative mandates and would reestablish the framework for undertaking WDM activities that protect California's agricultural resources and property, promote human health and safety, and protect natural resources. The framework for the Program is provided by existing law, and two of the three principal governmental entities operating within this framework—the Counties and WS-California—have worked together continuously for many decades and enjoy well-developed administrative practices for coordination and collaboration. The CDFA's reengagement with those entities, as well as other state and local agencies, through the Program would involve reestablishing lines of communication needed for coordination and collaboration among all parties. An overview of the Program, objectives, and architecture (functional elements, involving both intra- and intergovernmental coordination and cooperation) is provided below.

Program Components

Two broad categories of WDM activities compose the Program:

- CDFA-Led Activities
- CDFA/County Activities

The CDFA-Led Activities are those WDM activities over which the CDFA exercises primary responsibility. Operationally, this would include emergency/rapid response activities such as responding to an invasive species. Administratively, this would include any statewide administrative activities, such as data collection, maintenance of the CEQA document, and development of statewide WDM recommendations (in collaboration with WS-California, the CDFW and/or other state agencies as applicable). In addition, this may include creation and administration of statewide advisory groups and support of additional county CEQA compliance. This is especially helpful in situations

¹⁰ FAC Section 2276.5.

where there is a need for consistent guidance applicable to more than one county (e.g., to address a regional issue that may span several counties).

The CDFA would coordinate and partner with the California Agricultural Commissioners and Sealers Association to ensure coordinated and complete communications with all California County Agricultural Commissioners.

The CDFA/County Activities are those WDM activities primarily executed or organized by participating counties. These would be conducted in coordination with the CDFA. Most WDM activities would continue to fall into this broad category. Within this category of activities, participating counties may carry out WDM activities on their own (County-Led WDM)¹¹ or enter into a CSA with WS-California (WS/County Cooperative WDM).

A description of WDM activities and methods proposed in the Program and carried out by the CDFA is included in Appendix C of this EIR/EIS. The Counties would typically have a role in both CDFA-Led Activities and CDFA/County Activities, whereas other state and local agencies would sometimes be involved in one or both, to a greater or lesser degree. There would also be situations in which a county could take WDM action on its own, independent of either the CDFA or WS-California. Additionally, and in concert with ongoing CDFA and WS-California WDM activities conducted by their personnel, annual monitoring is undertaken to ensure that those activities and their impacts remain consistent with the activities and impacts analyzed in the EIR/EIS and selected as part of the decision. Counties will monitor WDM activities conducted by their personnel and ensure those activities and their impacts remain consistent with the activities and impacts analyzed in the EIR/EIS and selected as part of the County program. Monitoring will include review of adopted mitigation measures, target and non-target take reported, and associated impacts analyzed in the EIR/EIS. Monitoring will ensure that WDM activity effects are within the limits evaluated in the selected alternative. The CDFA WDM Program will track statewide WDM activities by combining county level annual monitoring reports into a statewide cumulative annual review with assistance from WS-California.

It is not the CDFA's intention that the Program's formalization of the existing framework for WDM would give rise to any new interactions between or situations involving the CDFA, WS-California, and/or the Counties that did not occur prior to 2003, when the CDFA's role in WDM lapsed.¹² Activities within this framework would be carried out in a coordinated effort with the Counties and WS-California, with collaboration and consultation from other federal, state, and local agencies as appropriate. The CDFA and WS-California would follow the historic division of labor and responsibility with respect to WDM by conducting independent, parallel activities within each agency, usually in collaboration with the Counties, as well as coordinating and collaborating with each other on common or joint activities.

Activities undertaken by WS-California independently or in coordination with Counties are described in Section 2.3, WS-California Wildlife Damage Management.

Program Objectives

The Program is intended to accomplish the following:

1. Provide statewide leadership in addressing the impacts of wildlife on agriculture.
2. Increase the health and productivity of agricultural resources (and, incidentally, natural resources).
3. Maintain the availability of information materials that support effective, humane, and environmentally safe WDM.

¹¹ County-Led WDM may include contracting WDM to a private, duly licensed wildlife damage services provider.

¹² Under the Proposed Project, Counties would have the opportunity to partner with the CDFA and/or WS-California, as well as carry out WDM on their own (County-Led WDM).

4. Support improvement of current, and deployment of new, WDM materials and methods in response to ongoing research.
5. Promote broader understanding and awareness about wildlife damage identification, biology, life history, impacts, and damage management activities.
6. Elicit stakeholder participation in addressing wildlife damage to agriculture and, incidentally, natural habitats and public health and safety.
7. Support development and implementation of measures to avoid, minimize, and mitigate unintended impacts to watercourses and protected species and their habitats from WDM materials and methods.
8. Inform the implementation of WDM activities conducted by state and local agencies throughout California.
9. Provide rapid response to high-risk wildlife damage scenarios in order to prevent harm to agricultural and natural resources, protect property/infrastructure, and ensure human health and safety.
10. Support the development and implementation of measures to avoid, minimize, and mitigate unintended impacts to California's important natural resources from WDM materials and technologies.
11. Build upon existing resources, including WS-California's data reporting system, to develop a statewide information management, reporting, and data sharing system for wildlife damage incidents and management activities that will allow a robust evaluation of management activities to support an integrated and adaptive WDM approach.

Program Functional Elements

The Program's primary function will include the following elements. Implementation will be informed by the analysis included in the EIR/EIS.

- **Administrative Activities.** The CDFA will maintain the statewide Program EIR. This includes updating the Program EIR; updating the data the Program EIR relies upon; updating filings, technical appendices, and other related documentation; and coordinating with WS-California on the EIS. Project administration will be conducted in coordination with the Legal Office, Animal Health and Food Safety Services, and Plant Health and Pest Prevention Services.
- **Statewide Wildlife Damage Management Activities.** The CDFA will conduct a review of existing WDM activities as needed to support an integrated and adaptive WDM approach.
- **Coordination of Program Activities.** The locus of WDM will continue to be participating counties. Participating counties' Agricultural Commissioner Offices will continue to carry out WDM activities on their own,¹³ contract with WS-California, or delegate to a private, duly licensed wildlife damage services provider.
- **Rapid Response.** The Program will utilize an integrated WDM approach to address high-risk wildlife damage situations calling for immediate treatment activities (e.g., to address the introduction or spread of invasive species, zoonotic diseases, or food-borne pathogens). This will be conducted in coordination and collaboration with the Counties, WS-California, and other state and federal agencies.
- **Education and Outreach.** The Program will promote broader understanding and awareness about wildlife identification, biology, life history, damage, and best management practices (VPCRAC 2023). CDFA will undertake additional CEQA review as needed to support future discrete WDM actions or activities outside of the analyses in this EIR/EIS undertaken by CDFA or the Counties, including materials and methods identified through the information sharing and adaptive management processes. Potential audiences for education and outreach may include but are not limited to local government, landowners, University of

¹³ Similar to WS-California, trained personnel, referred to as "wildlife specialists" will carry out WDM, as described in Appendix C.

California Cooperative Extension, agricultural associations, state agencies (e.g., Department of Water Resources, State Parks, Division of Boating and Waterways), municipalities, non-governmental organizations, and interested public. Educational and outreach material for health and safety, agricultural, and regulatory information is available in English and Spanish to assist with training and outreach.

- **Reporting.** The Program's collected data will be available for review by responsible and trustee agencies and the governor's office. The data will be analyzed and summarized, and findings will be made publicly available on an annual basis. Key reporting areas will include but not be limited to the following activities:

Information Processing

- Will include compilation/collection of WDM activity data transmitted by California Agricultural Commissioners or their contractors
- Reporting data points will align with WS-California reporting (USDA Management Information System) or alternate data management system
- Counties conducting WDM individually or in partnership with WS-California (via a CSA) will report wildlife disease surveillance data through an annual report, the Animal Health and Food Safety Services Management database, or an appropriate similar animal health or one-health portal.

Adaptive Management

- Analysis of trends
 - Efficacy of activities
 - Effects on natural resources and the environment
 - Management activity challenges
- Evaluation of new management practices and activities, and, if appropriate and needed, proposal of recommendations regarding EIR/EIS maintenance and update
 - Update of mitigation monitoring measures
 - Management of information filings
 - Review for accuracy/efficacy of technical reports
 - Periodic evaluation of resource needs and gaps

2.3 WS-California Wildlife Damage Management

2.3.1 Background

Wildlife Services is authorized and directed by law to protect American agriculture and other resources from damage associated with wildlife. As stated under the Acts of March 2, 1931 (7 USC 8351-8352), as amended, and December 22, 1987 (7 USC 8351-8353), the U.S. Secretary of Agriculture (Secretary) is authorized to "conduct a program of wildlife services with respect to injurious animal species and take any action the Secretary deems necessary in conducting the program." The Secretary has delegated this authority to Wildlife Services. The Secretary is further authorized to enter into agreements with states, local jurisdictions, individuals, and public and private organizations and institutions for the damage management of wildlife, except for urban rodents, and those species that are reservoirs of zoonotic diseases.

WS-California performs the functions delegated to Wildlife Services within the State of California. WS-California is authorized to enter into CSAs with county, state, tribal, local, and federal agencies; environmental groups; and private and public groups to perform WDM activities for the protection of agriculture, property, natural resources, and human health and safety.

2.3.2 Overview

WS-California provides federal leadership and expertise in managing wildlife conflicts in California to allow people and wildlife to coexist. WS-California currently uses an integrated approach to recommend and apply a range of legally available nonlethal and lethal techniques for reducing wildlife damage and conflicts.

WS-California provides information, guidance, training, and operational assistance on wildlife damage prevention and management. WS-California receives requests for assistance from the public, private entities, other agencies or governmental bodies, and Native American tribes. Assistance may include demonstrations on the proper use of damage management devices and technical assistance. Wildlife specialists may also provide direct operational assistance to resolve wildlife conflicts. Part of the decision-making process may include an on-site visit or verbal consultation with the land or resource owner/manager. Potential methods used as part of WDM can include physical exclusion, harassment and deterrence, capture devices, and lethal techniques.

A description of WDM activities and methods currently used and carried out by WS-California is included in Appendix C of this EIR/EIS.

No new authorities are needed for WS-California to carry out the activities described herein. WS-California's WDM activities are authorized and coordinated pursuant to federal law, as well as memoranda of understanding and agreements with various federal, state, tribal, and local agencies and other governmental bodies. WS-California conducts its actions in accordance with applicable federal, state, local, and tribal laws, regulations, species management plans, and land management plans.

Components of WS-California Wildlife Damage Management

WS-California conducts three broad categories of WDM activities:

- WS-California-Only Activities
- WS-California/CDFA Activities
- WS-California/CDFA/County Activities

WS-California-Only Activities are those WDM activities that WS-California carries out independent of CDFA or county involvement. Examples of such activities include airport wildlife hazard management (WHM) and threatened and endangered species protection, described in the subsection Functional Elements of WS-California's Activities.

WS-California/CDFA Activities are those where coordinated and collaborative action by WS-California, as the responsible federal agency, and the CDFA, as the responsible state agency, is called for. An example of these shared activities is the recent nutria abatement program, which includes infestation monitoring by the CDFA and abatement activities conducted by WS-California.

WS-California/CDFA/County Activities are those WDM activities conducted by WS-California in coordination with both the CDFA and individual counties within California. These activities are generally conducted under a CSA.¹⁴

It is not anticipated that the three broad categories of WS-California's current WDM activities would change as a result of the preparation of this EIR/EIS. However, the environmental analysis of the Proposed Project/Proposed Action, the CDFA WDM Program, and WS-California WDM activities that occur within these categories and are described in this EIR/EIS will inform and guide the implementation of future WDM activities conducted in California. Additionally, and in concert with ongoing WS-California WDM activities conducted by their personnel, annual monitoring is undertaken to ensure that those activities and their impacts remain consistent with the activities and impacts analyzed in the EIR/EIS and selected as part of the decision. Monitoring will include review of adopted mitigation measures, target and non-target take reported, and associated impacts analyzed in the EIR/EIS. Monitoring will ensure that WDM activity effects are within the limits evaluated in the selected alternative. The CDFA WDM Program will track statewide WDM activities by combining county level annual monitoring reports into a statewide cumulative annual review with assistance from WS-California.

WS-California Wildlife Damage Management Approach

WS-California uses an integrated WDM approach that is intended to accomplish the following:

- Implement standardized procedures for evaluating complaints of wildlife damage, implementing management strategies, and conducting monitoring to evaluate the effectiveness of management strategies.
- Utilize Wildlife Services national directives, U.S. Fish and Wildlife Service (USFWS) Biological Opinions of Wildlife Services actions, and WS-California policies to support the development and implementation of measures to avoid, minimize, and mitigate impacts to California's wildlife, natural resources, property, human life, threatened and endangered species, and natural habitats from WDM materials, technologies, and methods.
- Build upon existing resources, including WS-California's data reporting system, to develop a statewide information management, reporting, and data sharing system for wildlife damage incidents and management recommendations that will allow a robust evaluation of all WDM activities to support an integrated and adaptive management approach.

Functional Elements of WS-California's Activities

WS-California's WDM activities include the following functional elements in support of Wildlife Services' mission to protect agricultural and natural resources, protect property/infrastructure, and ensure human health and safety:

- **Cooperative Resource Protection.** WS-California is authorized to enter into CSAs with individual counties and land and resource owners/managers to implement activities that resolve or minimize wildlife damage impacting agriculture and property (including infrastructure). WS-California provides WDM services under these agreements, including technical assistance (including education and advice) and implementation of WDM methods (including the deployment of wildlife specialists and specialized equipment, as described in Appendix C). Educational, training, and outreach materials and signage are available in English and Spanish. Translation services are also available if necessary to communicate with cooperators.

¹⁴ WS-California may conduct WDM in non-CSA counties at the behest of another regulatory agency (e.g., for threatened and endangered species protection) or in an emergency/rapid response situation.

- **Airport Wildlife Hazard Management (WHM).** WS-California conducts WHM as part of APHIS' Airport Wildlife Hazards Program to resolve wildlife conflicts that threaten the flying public's health and safety. WS-California employs a network of trained and certified biologists and technicians that provide site visits and consultations, develop wildlife hazard assessments and WHM plans, and conduct operational WHM on airfields. This work helps airport managers maintain a safe environment and meet Federal Aviation Administration regulatory requirements and Department of Defense instructions.
- **Threatened and Endangered Species Protection.** WS-California works in collaboration with the USFWS, the CDFW, conservation organizations, and other land/resource managers to protect threatened and endangered wildlife and plants from the impacts of predation, destruction, invasive species, and disease.
- **Human and Pet Health and Safety.** WS-California conducts WDM activities in protection of human and pet health and safety at the request of CDFW, law enforcement, and/or public health agencies. These activities include responding to wildlife bite/attack incidents and situations that pose a disease risk to humans (e.g., zoonotic diseases and food contamination).
- **Invasive Species.** WS-California collaborates with the USFWS, the CDFA, the CDFW, conservation organizations, and other land/resource owners to implement WDM activities to prevent the spread of invasive species and mitigate the impacts to California's ecosystems, native wildlife, and other resources.

2.4 References

- CDFG (California Department of Fish and Game). 2005. Letter from CDFG to USDA in response to recent discussions regarding the take of exotic red foxes in California for depredation purposes. June 3, 2005.
- CDFW (California Department of Fish and Wildlife). 2017. Human/Wildlife Interactions in California: Mountain Lion Depredation, Public Safety, and Animal Welfare – Amendment to Department Bulletin 2013-02. Department of Fish and Wildlife Departmental Bulletin 2017-07. <https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=153021>
- State of California Agriculture and Services Agency Department of Agriculture and Human Relations Agency Department of Public Health. 1971. *Report to the 1971 Legislature on Predatory Animal Damage Control Activities in California Including Wildlife Rabies Control*. January 15, 1971.
- USDA (U.S. Department of Agriculture). 2022. WS-California Management Information System (MIS) data, 2010 to 2019.
- VPCRCAC (Vertebrate Pest Control Research Advisory Committee). 2023. "The Vertebrate Pest Control Handbook Online." Accessed September 2023. <https://vpcrac.org/about/vertebrate-pest-handbook>.

Proposed Project: WS-California, CDFA, and California Counties

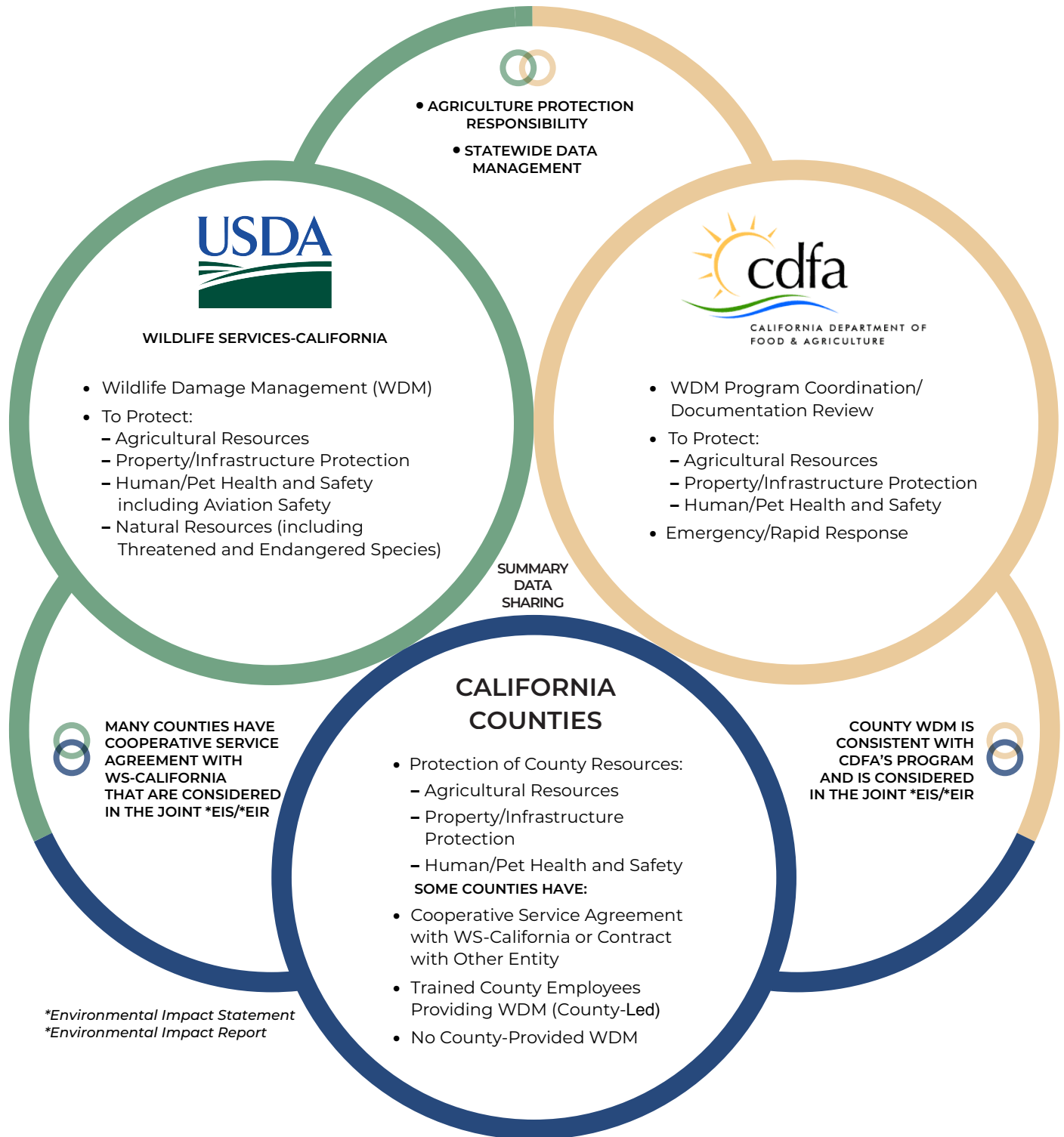
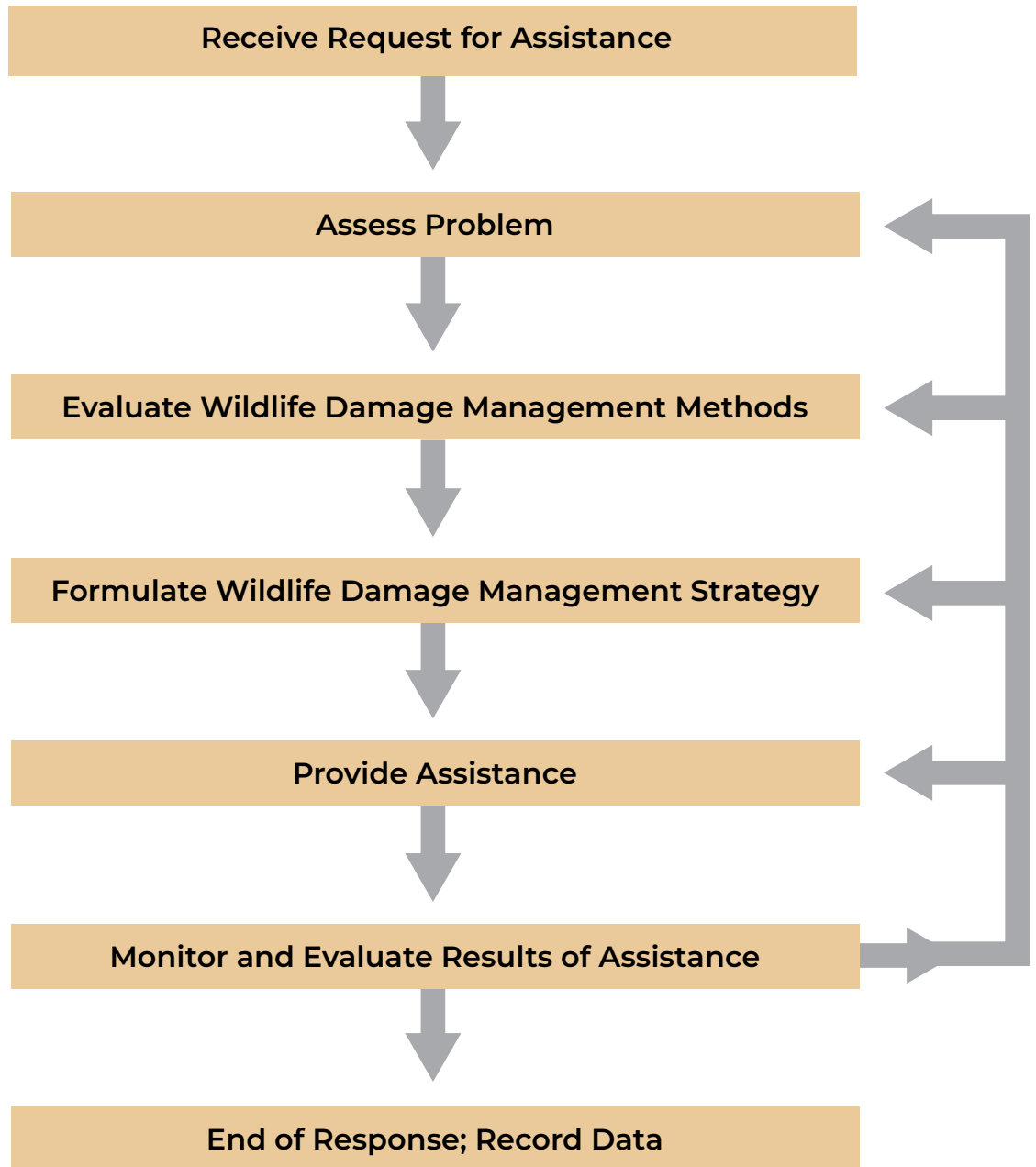


Figure 418

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Wildlife Damage Management Response Model



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Wildlife Services Decision Model

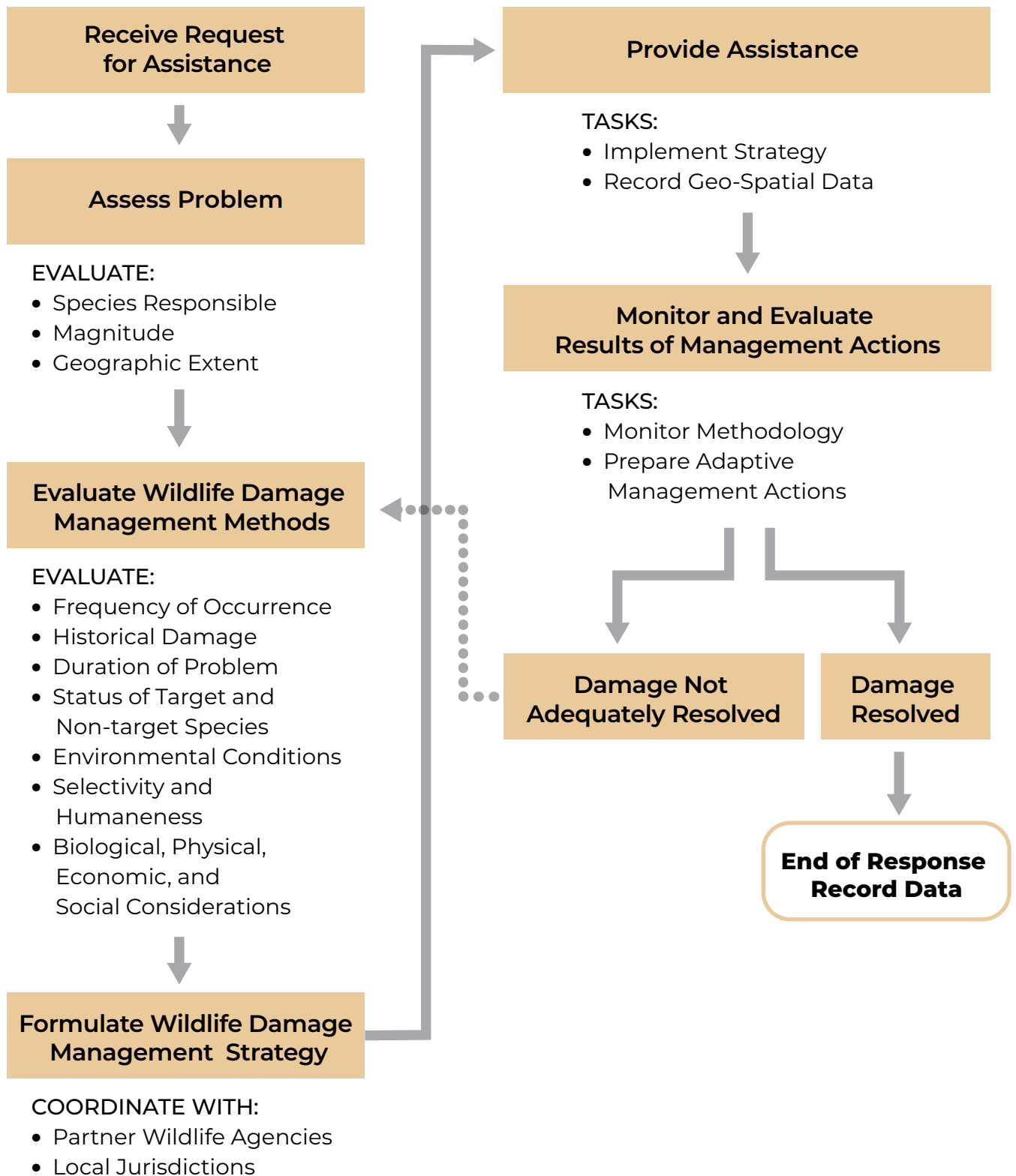


Figure 422

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Wildlife Damage Management Approaches by County



Source: USDA, APHIS, Wildlife Services-California, updated December 2022

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3 Alternatives

3.1 Introduction

This chapter of the environmental impact report (EIR)/environmental impact statement (EIS) describes the methodology used to identify and screen alternatives to the Proposed Project and compares the environmental impacts of the alternatives.

This chapter also presents a summary of the impact findings presented in the environmental analysis in Chapter 4 of this EIR/EIS. The information is organized by alternative rather than by environmental resource category to facilitate an evaluation of the comparative merits of the Proposed Project, the CEQA alternatives evaluated in this EIR/EIS, and the NEPA alternatives considered under the federal Proposed Action.

This chapter is organized as follows:

- Section 3.2 describes the regulatory requirements for the alternatives comparison.
- Section 3.3 presents a discussion of the differences between alternatives requirements of CEQA and NEPA.
- Section 3.4 outlines the criteria used for the alternatives and the Proposed Project/Proposed Action for CEQA and NEPA.
- Section 3.5 describes the process used to identify issues and screen alternatives.
- Section 3.6 discusses Proposed Project objectives, purpose, and need.
- Section 3.7 describes the Proposed Project/Proposed Action.
- Section 3.8 presents an overview of the alternatives considered.
- Section 3.9 defines the alternatives that were considered but dismissed from detailed analysis.
- Section 3.10 presents a summary of the alternatives impact analysis.

The alternatives discussed in detail in Section 3.8, include the following:

- Alternative 1: No Project/Continuation of WS-California
- Alternative 2: Non-Lethal Operational WDM, Except for Human/Companion Animal Health and Safety, Threatened and Endangered Species Protection, and WHM
- Alternative 3: Non-Lethal Operational WDM
- Alternative 4: Financial Reimbursement Assistance
- Alternative 5: No Project/Cessation of WS-California

3.2 CEQA and NEPA Alternatives Requirements

California Environmental Quality Act

Under CEQA, the alternatives analysis is required to include sufficient information about each alternative to allow meaningful evaluation, analysis, and comparison with the Proposed Project. A matrix displaying the major characteristics and significant environmental effects of each alternative may be used to summarize the

comparison. If an alternative would cause one or more significant effects in addition to those that would be caused by the Proposed Project, the significant effects of the alternative shall be discussed. If the environmentally superior alternative is the No Project Alternative, CEQA requires identification of an environmentally superior alternative among the other alternatives (14 CCR 15126.6[e][2]).

The comparison of alternatives is designed to satisfy the requirements of CEQA Guidelines Section 15126.6(d), Evaluation of Alternatives (14 CCR 15000 et seq.). This comparison focuses on the significant adverse impacts of the Proposed Project as compared to the alternatives rather than on the beneficial impacts of any alternative above and beyond its ability to reduce or avoid significant effects of the Proposed Project. This is consistent with the constitutional requirement that there be “rough proportionality” between the impacts of the project and the measures identified to reduce or avoid those impacts (*Dolan v. City of Tigard*, 512 U.S. 374 [1994]), as well as the constitutional requirement that there be an essential nexus (i.e., connection) between a legitimate governmental interest and the measures identified to further that interest (*Nollan v. California Coastal Commission*, 483 U.S. 825 [1987]). These requirements are also set forth in CEQA Guidelines Section 15126.4(a)(4).

Therefore, the environmental superiority of alternatives under CEQA is based on a comparison of significant impacts that would result from the Proposed Project and the alternatives identified in this EIR/EIS. Issue areas that are generally given more weight in comparing alternatives are those with long-term impacts (e.g., permanent losses of resources or land use conflicts). Impacts associated with a single event occurring in different locations (i.e., temporary or short-term) that are mitigable to less-than-significant levels are given less weight. The environmental superiority of alternatives does not consider whether the Proposed Project or an alternative would improve existing environmental conditions. These benefits, summarized in this section and in Sections 4.2.1 through 4.2.7 of this EIR/EIS, will be considered by the California Department of Food and Agriculture (CDFA) in its final decision about whether to approve the Proposed Project or an alternative.

Furthermore, it is important to note that it is not the purpose of the EIR to promote a particular alternative or resolve issues of ethics or humaneness (as they relate to use of lethal WDM) or to debate the costs and benefits of specific wildlife damage management (WDM) activities or methods of WDM.

National Environmental Policy Act

Under Council on Environmental Quality (CEQ) regulations implementing NEPA, an EIS must present the environmental impacts of the proposed action (Proposed Action) and the alternatives in comparative form, sharply defining the issues and providing a clear basis of choice among options (40 CFR 1502.14). The regulations direct that an EIS “identify the agency’s preferred alternative or alternatives, if one exists, in the draft statement and identify such alternative in the final statement unless another law prohibits the expression of such a preference” (40 CFR 1502.14[e]).

The “agency’s preferred alternative” is the alternative that the agency believes would fulfill its statutory mission and responsibilities, giving consideration to economic, environmental, technical, and other factors including ethics and humaneness (as they relate to lethal WDM). The concept of the “agency’s preferred alternative” is different from the “environmentally preferable alternative,” although in some cases one alternative may be both. It is identified so that agencies and the public can understand the lead agency’s orientation (see CEQ 40 Most Asked Questions, Question 4a [CEQ 1986]). The identification of a preferred alternative may take into consideration whether the proposed action or an alternative would improve existing environmental conditions and does not constitute a commitment or decision principle, and there is no requirement to select the preferred alternative in the Record of Decision. The identification of the preferred alternative may change between a draft EIS and final EIS. Various parts

of separate alternatives that are analyzed in the draft can also be combined to develop a complete alternative in the final EIS if the reasons for doing so are explained.

Under the NEPA regulations, the Record of Decision must identify the environmentally preferred alternative. The environmentally preferable alternative is the alternative that will promote the national environmental policy as expressed in NEPA Section 101. Ordinarily, this means the alternative that causes the least damage to the biological and physical environment; it also means the alternative that best protects, preserves, and enhances historic, cultural, and natural resources. Although not required, agencies are encouraged to identify the environmentally preferred alternative in the EIS (see CEQ 40 Most Asked Questions, Question 6b [CEQ 1986]).

3.3 Differences Between CEQA and NEPA Alternatives Requirements

CEQA and NEPA requirements for the analysis of alternatives are similar, but each statute requires slightly different approaches and processes.

CEQA requires that an EIR consider alternatives that would avoid or reduce one or more of the significant impacts identified for the Proposed Project. The CEQA Guidelines specify that the EIR does not need to consider all possible alternatives; rather, the alternatives considered should be limited to a reasonable range of potentially feasible alternatives that would meet the Proposed Project objectives and would avoid or substantially lessen at least one of the Proposed Project's significant environmental effects. CEQA requires analysis of a No Project Alternative to allow decision makers to assess the effects of not moving forward with the Proposed Project. CEQA does not require the alternatives to be evaluated in the same level of detail as the Proposed Project. However, EIRs are required to include sufficient information about each alternative to allow meaningful evaluation, analysis, and comparison with the Proposed Project (14 CCR 15126[d], 15126.6[a], 15126.6[f]).

NEPA and its implementing regulations require that an EIS evaluate a reasonable range of feasible alternatives to the proposed action. "No Action" has two interpretations within NEPA; 1) no change from a current management direction, or 2) if a new project is proposed, no project will be implemented. Although the No Action Alternative is not the baseline for evaluating environmental effects, the EIS must also evaluate a No Action Alternative, to allow decision makers to compare the effects of approving the proposed action with the effects of not approving it. Alternatives must be evaluated in the same level of detail provided for the proposed action (40 CFR 1502.14).

3.4 CEQA and NEPA Criteria for the Proposed Actions

California Environmental Quality Act

CEQA requires that an EIR identify and describe a "reasonable range of alternatives" to the Proposed Project. Beyond the required No Project Alternative, the alternatives selected for comparison would feasibly attain most of the basic objectives of the project and avoid or substantially lessen one or more significant effects of the Proposed Project (CEQA Guidelines Section 15126.6). The "range of alternatives" is governed by the "rule of reason," which requires the EIR to set forth only those alternatives necessary to permit an informed and reasoned choice by the decision-making body and informed public participation (14 CCR 15126.6[f]).

The CEQA Guidelines (Section 15364) defines *feasible* as "capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, legal, social, and technological

factors.” The final decision regarding the feasibility of alternatives lies with the decision maker for a given project, who must make the necessary findings addressing the potential feasibility of reducing the severity of significant environmental effects (California Public Resources Code, Section 21081; 14 CCR 15091).

The alternatives considered in this EIR were selected based on the following factors:

1. The extent to which the alternative would accomplish most of the basic objectives of the Proposed Project (identified in Chapter 2, Project Description);
2. The extent to which the alternative would avoid or lessen any of the identified significant environmental effects of the Proposed Project (discussed in Sections 4.2.1 through 4.2.7);
3. The feasibility of the alternative, taking the statewide suitability of different types of WDM activities and methods throughout California, availability and management of materials needed for WDM activities, and consistency with applicable plans and regulatory limitations;
4. The extent to which an alternative contributes to a “reasonable range” of alternatives necessary to permit a reasoned choice; and
5. The CEQA Guidelines requirement to consider a no project alternative and to identify an environmentally superior alternative in addition to the no-project alternative (14 CCR 15126.6[e]).

National Environmental Policy Act

NEPA alternatives explore other ways of meeting the purpose and need statement (discussed in Chapter 1, Project Purpose, Need for Action, and Objectives) in ways that differ from CEQA. The CEQ’s regulations implementing NEPA (40 CFR Section 1502.14) provide for a rigorous analysis and comparison of alternatives to the proposed action to provide a clear basis for choice among options by decision makers and the public. The CEQ guidance states that agencies will do the following:

- Rigorously explore and objectively evaluate all reasonable alternatives, and, for alternatives that were eliminated from detailed study, briefly discuss the reasons for being eliminated;
- Devote substantial treatment to each alternative considered in detail, including the proposed action, so that reviewers may evaluate their comparative merits;
- Include reasonable alternatives not within the jurisdiction of Wildlife Services (WS-California), a state office within the U.S. Department of Agriculture’s Animal Plant and Health Inspection Service (APHIS) (i.e., the NEPA lead agency).
- Include the alternative of no action;
- Identify the agency’s preferred alternative or alternatives, if one or more exists, in the draft statement and identify such alternative in the final statement unless another law prohibits the expression of such a preference; and
- Include appropriate mitigation measures not already included in the proposed action or alternatives.

The CEQA and NEPA guidance for alternatives development and analysis has been used in the alternatives development, screening, and analysis presented in the rest of this chapter.

3.5 Alternatives Identification and Screening Process

According to the CEQ, NEPA documents should evaluate “ecological (such as the effects on natural resources and on the components, structures, and functioning of affected ecosystems), aesthetic, historic, cultural,

economic, social, [and] health” effects. The analyses should also consider “direct, indirect, [and] cumulative” effects, as well as “both beneficial and detrimental effects, even if on balance the agency believes that the effect will be beneficial” (40 CFR 1508.8).

Alternatives analyzed in this document were developed considering the goals of the CDFA and WS-California. The potential significant environmental impacts of the proposed actions listed below were identified during the public scoping process (see Scoping Report in Appendix A for details). The feasibility of potential alternatives and input received during the public scoping process was also considered when preparing the analysis within this document. The issues are discussed here to provide context for the analyses. The issues are as follows:

- **Issue A:** Impacts/Effects on Biological Resources including Target Species, Non-Target Species, and Ecosystem Function (Section 4.2.2 and Appendix D)
- **Issue B:** Impacts/Effects on Human and Companion Animal Health and Safety (Section 4.2.5)
- **Issue C:** Impacts/Effects on Use of Public Lands including Special Designation Areas (Chapter 5)
- **Issue D:** Impacts/Effects on Other Sociocultural Issues including Humaneness and Ethics (Chapter 5)
- **Issue E:** Impacts on Socioeconomics including Environmental Justice (Section 4.3)
- **Issue F:** Impacts to Tribal Cultural Resources (Sections 4.2.3 and 4.3 and Appendix E)

3.5.1 Issue A: Impacts/Effects on Biological Resources

Target Species

Estimating wildlife population sizes over large areas can be extremely difficult, labor intensive, and expensive. State and federal wildlife management agencies have limited resources to conduct wildlife population surveys and monitor trends. States may monitor the status of wildlife populations by assessing sex ratios and age distribution. Indices of relative abundance or data on catch-per-effort from hunter surveys also serve as relative measures of population size and status. In accordance with CEQ regulations and to preserve the professional and scientific integrity of the analysis, this EIR/EIS uses reliable existing data and resources provided by jurisdictional agencies and peer reviewed literature in order to estimate wildlife populations and status.

The analysis in Chapter 4 found that the Proposed Project/Proposed Action and Alternative 1, with the inclusion of protective measures to minimize risk, would result in the greatest lethal removal of predators by the CDFA and WS-California, but they would not adversely affect any target species populations. Alternative 2 would result in less take of target species, as it is limited to lethal operational WDM for human and pet health and safety, threatened and endangered (T&E) species protection, and airport wildlife hazard management. Alternatives 3, 4, and 5 would not have a significant adverse effect on target species as no lethal operational WDM would occur; refer to Section 4.2.2, Biological Resources, for more detailed analysis. Under the alternatives where the CDFA and WS-California are unable to provide assistance, it is possible that another entity capable of providing assistance with WDM may conduct the action in place of the CDFA and/or WS-California. Examples of benefits of CDFA and WS-California involvement include standardized training and procedures, documented compliance with environmental laws, and public involvement.

Non-Target Species

Impacts/effects on non-target species are divided into two categories—Endangered Species Act (ESA)/T&E species and other unintentional take. Refer to Section 4.2.2 for more detailed analysis of potential impacts to

non-target species. Laws, policies, and legislation regulating the protection of T&E and other special status species are provided in Appendix B.

Endangered Species Act/Threatened and Endangered Species

It is not anticipated that any of the Proposed Project WDM activities will result in jeopardy to any ESA/T&E species. It is anticipated that the Proposed Project/Proposed Action and Alternative 1 will result in the highest amount of WDM (followed by Alternative 2) but minimal risk to ESA/T&E species. Alternatives 3, 4, and 5 may increase the amount of WDM conducted by other entities, which could result in an increased threat to ESA/T&E species. A more detailed analysis of impacts to ESA/T&E species is located in Chapter 4.

Other Unintentional Take

It is anticipated that the Proposed Project/Proposed Action and Alternative 1, followed by Alternative 2, would result in the highest potential for unintentional take because there would be more take occurring. Alternatives 3, 4, and 5 may increase the amount of WDM conducted by other entities and land owners, resulting in an increase in unintentional take by land owners; however, it would still be less unintentional take than the Proposed Project/Proposed Action, Alternative 1, and Alternative 2 due to less take occurring.

Ecosystem Function

This section briefly summarizes ecological concepts relevant to ecosystem functions potentially affected by WDM activities. Biodiversity refers to the variety of species within an ecosystem. Ecosystem resilience refers to the magnitude of disturbance that can be absorbed before the system redefines its structure by changing the variables and processes that control behavior. Predators, particularly apex predators can have a pronounced impact on biodiversity and ecosystem resilience. In diverse ecosystems, there is a degree of redundancy in the roles species play within the different trophic levels (e.g., apex predators, mesopredators, herbivores, plants, decomposers). Less complex ecosystems have lower ecosystem resilience and are sensitive to disruptions, including those caused by humans.

Predators directly affect ecosystems through predation and indirectly through exclusion/reduction in populations of other predators/mesopredators and alteration of prey behavior and habitat use. These impacts, both direct and indirect, affect the abundance of prey species and alter impacts these species have on other levels of the food web. The complete loss of apex predators from an ecosystem can reduce biodiversity and shorten the food web length in the system, which may alter the presence and abundance of mesopredators, increase the intensity of herbivory, and ultimately impact the abundance and composition of plant communities, soil structure, nutrients, and even physical characteristics of the environment. The presence of native predators in a healthy ecosystem may also improve the ability of the system to resist adverse impacts of invasive species.

A trophic cascade is an indirect ecological effect that occurs when one trophic level is modified to an extent that it affects other trophic levels in a food chain or web. In a simple example, predators, their herbivore prey, and plants that provide food for the herbivores are three trophic levels that interact in a food chain. The presence of the predator causes reductions in prey populations or causes the prey population to alter its use of habitat, which, in turn, impacts plant community composition and health. Removal of large mammalian predators such as mountain lions or wolves has the potential to change the behavior of more generalist predators like black bears and can affect behavior and density of wild ungulates such as deer or elk. Increased herbivory of these wild ungulates can substantially affect plant communities and the habitats that are created by those plant communities. Trophic

cascade effects from the removal of smaller predators (e.g., coyote, fox, bobcat) can also occur, increasing abundance of prey mammals such as voles, ground squirrels, and others. Removal of larger predator species also has the potential to allow increased abundance of mesopredators (mid-ranking predator in a trophic level that typically preys on smaller animals) such as raccoons and opossums.

As it relates to trophic cascade (where removal of apex predators results in changes in the density/behavior of prey), it is not anticipated that the Proposed Project/Proposed Action, Alternative 1, or Alternative 2 would reduce the number of native predators on a scale to induce extirpation or long-term/cumulative population; thus, the potential for any of the alternatives (including Alternatives 3, 4, or 5) to cause trophic cascade is low or less than significant.

3.5.2 Issue B: Impacts/Effects on Human and Companion Animal Health and Safety

Sections 4.2.1 through 4.2.7 analyze potential impacts from implementation of the Proposed Project/Proposed Action on ESA/T&E species, other aquatic and terrestrial vertebrates and invertebrates, members of the public, recreationists, hunters/trappers, WDM employees, and companion animals (pets). Specifically, concerns were raised during the scoping period by commenters in regard to potential impacts on humans and companion animals. This included potential for exposure of humans/companion animals to hazards and hazardous materials (related to application of pesticides and/or wildlife carcasses that may contain toxins and contaminate water sources). In particular, sensitive populations including the elderly, children, and immunocompromised were mentioned. In addition, the potential for humans/companion animals to be exposed to potential hazards associated with WDM activities and methods (e.g., exposure to getting caught in traps and snares) was raised.

As described in Chapter 2, Project Description, and Section 4.2.4, Hazards and Hazardous Materials, the amount and types of specific chemicals used as part of the Proposed Project would be minimal. No pesticides would be used under any circumstances, with the exception of DRC-1339 (avicide). Chemical usage would be limited to immobilization and euthanasia drugs. Furthermore, DRC-1339 use is restricted to trained WS-California personnel only and all wildlife specialists conducting WDM under the Proposed Project/Proposed Action would be required to undergo training prior to use of any immobilization and euthanasia drugs (refer to Mitigation Measure [MM] HAZ-2b). Furthermore, all wildlife specialists would be required to adhere to best management practices and applicable directions and to comply with state and federal laws and regulations. For these reasons, the potential for impacts/effects on humans or companion animals related to exposure of hazards and hazardous materials (and specifically to chemicals/toxics) used during WDM activities is low.

This topic also includes consideration of human-wildlife conflicts, particularly those that may result in human injury (e.g., encounters with mountain lions). Regardless of if there is a Cooperative Service Agreement (CSA) in place with an individual county, there is a process to protect public safety from wildlife attack, where local law enforcement provides initial response after an incident is reported and then coordination occurs. It should be noted that without a formal CSA, additional administrative actions would need to occur and incidence response could be delayed (trained WS-California staff may not be immediately available).

Given the protective measures and best management practices included under the Proposed Project/Proposed Action and Alternatives 1 and 2, risks from implementation of the Proposed Project/Proposed Action are overall very low. Alternatives 3, 4, and 5 may increase the amount of WDM conducted by other entities and lengthen the

time for CDFA/WS-California personnel to respond, which could result in an increased risk to human and companion animal health and safety.

3.5.3 Issue C: Impacts/Effects on Use of Public Lands

Special Designation Areas (SDAs) are units of land managed by state and federal agencies for the protection and enhancement of scientific resource values that are unique to that area and require more intensive management emphasis than is applied to surrounding public lands. SDAs may be Congressionally, or agency designated. Congressional designated SDAs can include national wildlife refuges, national monuments, national recreation area, wilderness areas, wilderness study areas, wild and scenic rivers, national conservation areas, national/state scenic byways and backways, national historic landmarks and districts, and other special designation areas (state wildlife management areas, other recreation areas). Agency designated SDAs include Bureau of Land Management Areas of Critical Environmental Concern and U.S. Forest Service Inventoried Roadless Areas and Unroaded/Undeveloped Areas. As discussed in Chapter 5, all of these SDAs exist in California; however, requests to conduct WDM in SDAs are relatively infrequent as conflicts between humans and wildlife are less likely to occur in low density areas.

California military installations including military airbases and joint civilian-military airports rely on wildlife hazard management (WHM) carried out by WS-California to address aviation hazards. In 2018, WS-California provided assistance to 19 civil airports, 20 joint-use airports, and 11 military airports and collectively trained over 368 airport staff (USDA 2022). The Proposed Project/Proposed Action and Alternatives 1 and 2 include the widest range of WHM activities available for implementation; however, potential impacts/effects of WHM on SDAs and military installations are negligible. Alternatives 3, 4, and 5 may increase the amount of time that it would take for WHM activities to be carried out, which could potentially increase the impacts/effects on SDAs and at military airbases.

3.5.4 Issue D: Impacts/Effects on Other Sociocultural Issues

Potential sociocultural impacts/effects include consideration of humaneness and ethics. These are societal issues of public concern and can elicit strong feelings and distinct perspectives. WDM as proposed can include directly capturing, handling, marking, taking samples from, and, when non-lethal options are exhausted, lethal removal of free-ranging animals. Certain organizations and people consider this to be inhumane (and unethical); others consider allowing a predator to harm livestock to be equally inhumane and societally unacceptable. Others feel that lethal response in emergency/rapid response situations (e.g., wildlife attack on humans or companion animals) is a justified and appropriate response. This analysis is not intended to determine the correctness of one of these perspectives but instead to examine the science related to issues of humaneness and ethics that are a part of the CDFA/WS-California's WDM activities and is further discussed in Chapter 5.

Under the Proposed Project/Proposed Action and Alternatives 1, 2, and 3, WDM would be carried out by the CDFA and WS-California. WDM activities as part of the Proposed Project would be performed in accordance with applicable local and state laws, directives, best management practices, and ethical policies to maintain the highest level of humaneness in the course of conducting WDM. Other entities conducting WDM would not be required to follow similar practices and thus the level of humaneness followed would be uncertain.

3.5.5 Issue E: Impacts/Effects to Socioeconomics

WS-California responds to all requests for assistance, regardless of race or level of income, and the contribution of federal funds can further assist such populations in addressing health and safety threats caused by predators and economic impacts from depredation and damage. WS-California personnel use damage management methods as selectively as possible. All chemicals used by Wildlife Services are regulated by the U.S. Environmental Protection Agency through Federal Insecticide Fungicide Rodenticide Act by memoranda of understanding with federal land managing agencies, and by Wildlife Services Directives. Disposal of carcasses and handling, use, and disposal of hazardous materials and chemicals are conducted per agency policy and federal and state law and regulations. Risks to human health and safety are discussed in Section 4.2.5. It is not anticipated that the proposed actions would result in any adverse or disproportionate environmental impacts to minority or low-income persons or populations. Under the Proposed Project/Proposed Action and Alternatives 1, 2, and 3, WDM would be carried out by the CDFA and WS-California. WDM activities as part of the Proposed Project would be performed in accordance with applicable local and state laws, directives, best management practices, and as equitably as possible in the course of conducting WDM. Other entities conducting WDM would not be required to follow similar practices and thus the level of equitableness followed would be uncertain.

3.5.6 Issue F: Impacts/Effects to Tribal Cultural Resources (Concerns of Indian Tribes)

The analysis in Section 4.2.3, Tribal Cultural Resources, considers the potential for WDM to interfere with Native American tribe cultural uses and concerns. Native American tribes have unique cultural and traditional religious/spiritual relationships with wildlife and native ecosystems, which vary among tribes, groups, and families individuals within tribes. Tribes in California use natural resources (plants and animals) for food, income, and cultural practices. Actions that could impact wildlife species population density and distribution (and have secondary ecosystem impacts) have the potential to adversely affect tribal members spiritually, culturally, and economically. As described, no earth disturbing activities or permanent installation of equipment is proposed or permitted under the Proposed Project/Proposed Action. Thus, potential for affecting cultural resources/historic properties (archaeological or historic built environment resources) is low; the Proposed Project/Proposed Action as designed appears to have no adverse effects to resources of traditional Native American cultural values and does not have potential to impact tribal cultural resources (TCRs)/tribal cultural property. Furthermore, MM-TCR-1 would require that an annual summary of WDM activities that occurred within a county identified as a tribe's TCR/TCP be provided to consulting tribes that request it.

The analysis in this EIR/EIS determined that WDM activities included in the Proposed Project/Proposed Action and Alternatives 1 and 2 would have low or negligible impacts/effects on target species populations, T&E species populations, non-target species, trophic cascades, humaneness/ethical behavior, the environment, humans and companion animals, domestic animals, and public lands. As such, it is unlikely that there would be opportunities for impacts/effects on TCRs/Tribal Cultural Properties. Alternatives 3, 4, and 5 may increase the amount of WDM conducted by other entities, which could result in WDM activities occurring without coordination with Native American tribes and therefore may increase the potential for impacts to TCRs/Tribal Cultural Properties.

3.6 Project Objectives

As described in Chapter 1, the CDFA has identified the following objectives for the proposed Program:

- Generally align with the historic (i.e., pre-2003) CDFA program objectives.

- Accomplish the following additional WDM Program objectives:
 - Inform the implementation of WDM activities conducted by state and local agencies throughout California.
 - Provide rapid response to high-risk wildlife damage scenarios in order to prevent harm to agricultural resources and property, human health and safety, and natural resources.
 - Support the development and implementation of measures to avoid, minimize, and mitigate unintended impacts to California’s important natural resources from WDM materials and technologies.
 - Build upon existing resources, including WS-California’s data reporting system, to develop a statewide information management, reporting, and data sharing system for wildlife damage incidents and management activities that will allow a robust evaluation of management activities to support an integrated and adaptive WDM approach.
 - Establish an administrative mechanism for California Counties (Counties) that wish to participate in a statewide WDM Program to streamline their environmental compliance.

In addition, WS-California have identified the following purpose and needs:

The purpose of the Proposed Project is to provide a clear and consistent statewide approach in collaboration with federal, state, and county partners to carry out integrated WDM activities. These activities are intended to protect human health and safety, T&E species, natural resources, agricultural resources, and property from damage and threats of damage associated with wildlife.

WS-California uses an integrated WDM approach that is intended to accomplish the following objectives:

1. Respond in a timely and appropriate way to all WDM requests for technical and/or operational assistance, whether from private or public sources.
2. Implement an integrated WDM approach which incorporates biological, legal, economic, environmental, cumulative, and sociocultural factors.
3. Comply with all applicable federal, state, and local laws; Wildlife Services policies and directives; cooperative agreements; MOUs; and other legal requirements, as feasible.
4. Develop and improve lethal and non-lethal strategies to promote the most effective, target-specific, and humane remedies available given legal, environmental, and other constraints.
5. Coordinate with the management goals and objectives of applicable WDM plans or guidance as determined by the jurisdictional state, tribal, or federal wildlife or land management agency.

Need

The WS-California need for action is based on damage to California’s agricultural industry and requests for assistance for the protection of natural resources, property, and health and human safety from wildlife damage. WS-California has identified four areas of need (refer to Chapter 1 for additional detail).

Wildlife Damage Management to Protect Agriculture – WDM is needed to address loss of agricultural resources, including crops, livestock, poultry, and other animal products. Typically, the loss is in the form of predation of livestock and damage to agricultural crops.

Wildlife Damage Management to Protect Human Health and Safety – WS-California conducts WDM activities for the protection of human health and safety. These activities include responding to wildlife that pose a direct safety risk

(e.g., wildlife attacks on humans that result in injuries or death) or disease risk to humans (e.g., disease threats from rabies and plague outbreaks where predators act as reservoirs, zoonotic diseases, and food contamination), as well as odor and noise nuisances.

Wildlife Damage Management for the Protection of Property – WS-California activities protect urban property including buildings, landscaping, companion animals, schools, golf courses, apartment complexes, city parks, levees or canals, irrigation structures, airports, and roads from wildlife damage. WS-California personnel respond to requests from agencies or landowners to alleviate property damage and remove or prevent the wildlife causing damage.

Wildlife Damage Management for the Protection of Natural Resources – Natural resource protection can include protecting T&E or otherwise sensitive species or other natural resources from wildlife damage. Invasive or nuisance animals can damage landscapes and native plant communities or threaten critical habitat of certain species. Direct predation, especially on prey populations with few individuals and/or under resource constraints, can reduce the size and sustainability of populations. Wildlife specialist may work in collaboration with the U.S. Fish and Wildlife Service (USFWS), the California Department of Fish and Wildlife (CDFW), conservation organizations, and other land/resource managers to protect T&E wildlife and plants from the impacts of predation, invasive species, and disease.

3.7 Proposed Project/Proposed Action

3.7.1 CDFA WDM Program/Continuation of WS-California including Emergency/Rapid Response

Under the Proposed Project as described in Chapter 2, the CDFA would have a new role in statewide activities, formalizing a program that provides an adaptive and integrated approach, cooperator/requestor participation, technical assistance on lethal and non-lethal techniques, and/or lethal and non-lethal operational WDM assistance that is similar to WS-California's existing WDM activities. As part of the Proposed Project, the CDFA would also be a centralized data repository for integrated WDM activities (coordination and documentation review), participate in education and outreach, enact a rapid response plan for emergency WDM incidents and/or infestations, and conduct analysis of independent County integrated WDM programs (note that WDM activities of more limited scope could be delegated to individual counties by the CDFA, responding to their specific needs).

Under the Proposed Project/Proposed Action, WS-California would continue to provide technical assistance on lethal and non-lethal WDM techniques and/or provide lethal and non-lethal operational WDM assistance as described in their CSA model in Section 3.6. Similarly, the Proposed Project/Proposed Action would include WS-California T&E species protection and airport work.

Under the Proposed Project/Proposed Action, the CDFA, participating Counties, and WS-California (in consultation with the CDFW, the USFWS, and other regulatory agencies as appropriate), would respond to calls for service by:

- Taking no action;
- Providing non-lethal and/or lethal technical assistance to property owners/managers on actions they could take to reduce wildlife damage; or
- Building upon the non-lethal and/or lethal technical assistance by providing non-lethal and/or lethal operational assistance to property owners/managers.

Under the Proposed Project/Proposed Action, the CDFA, participating Counties, and WS-California would consider implementation of effective non-lethal operational WDM assistance before implementing lethal operational WDM assistance as feasible. It is anticipated that under the Proposed Project/Proposed Action, the majority of WDM in California would continue to be performed by WS-California.

3.7.1.1 Proposed Project/Proposed Action Components

The Proposed Project/Proposed Action would establish a framework for undertaking WDM activities across California to protect agriculture, promote human health and safety, and protect natural resources. The scope is dynamic and will evolve with need and resource availability, initially focusing on activities that are consistent with WS-California's existing WDM protocols.

The Proposed Project/Proposed Action would establish an integrated and adaptive WDM approach (see Appendix C) that outlines effective and environmentally sound practices and methodologies and includes activities to be implemented by the CDFA, Counties, and/or WS-California (current conditions). Under the Proposed Project/Proposed Action, the CDFA and/or Counties would adopt the WS-California suite of WDM response practices.

Administrative Activities

The CDFA will maintain the statewide program EIR. This includes updating the program EIR; updating the data the program EIR relies upon; updating filings, technical appendices, and other related documentation; and coordinating with WS-California on the EIS. Project administration will be conducted in coordination with the Legal Office, Animal Health and Food Safety Services, and Plant Health and Pest Prevention Services.

Implementation of the Proposed Project/Proposed Action will rely on existing CDFA resources and specifically include assignment of at least one staff-person in the Animal Health Branch to the Proposed Project/Proposed Action. This staff-person would assist with developing CDFA directives and guidelines developed as part of the EIR/EIS process, as well as compiling, reviewing, and reporting data. Quarterly or annual reports collected from participating counties and WS-California will be shared with the Animal Health Branch staff-person.

Statewide Wildlife Damage Management Activities

The CDFA staff-person will supervise a review of historic (existing) WDM activities, as needed, to support an integrated and adaptive WDM approach in California. This will include review and potential ongoing updates to the Vertebrate Pest Handbook and consideration of the administrative roles/responsibilities of the CDFA, as well as what WDM information resources are made available.

Coordination of Proposed Project/Proposed Action Activities

The locus of WDM activities will continue to be participating counties. Participating counties' Agricultural Commissioner Offices will continue to carry out WDM activities on their own (county-led), participate in CSA contracts with WS-California, or delegate to private, duly licensed wildlife damage services providers.

Rapid Response

The Proposed Project/Proposed Action will utilize an integrated WDM approach to address high-risk wildlife damage situations calling for immediate treatment activities (e.g., to address the introduction or spread of invasive species,

zoonotic diseases, or food-borne pathogens). Rapid response protocols will be developed by the CDFA staff-person in the Animal Health Branch and will build upon existing emergency-response processes already established by WS-California and within the CDFA. This will be conducted in coordination and collaboration with the Counties, WS-California, and other state and federal agencies.

Education and Outreach

The Proposed Project/Proposed Action will promote broader understanding and awareness about wildlife identification, biology, life history, damage, and best management practices. The CDFA will undertake additional CEQA review as needed to support future discrete WDM actions or activities outside of the analyses in this EIR/EIS undertaken by the CDFA or the Counties, including materials and methods identified through the information sharing and adaptive management processes. Potential audiences for education and outreach may include but are not limited to local governments, landowners, University of California Cooperative Extension, agricultural associations, state agencies (e.g., Department of Water Resources, State Parks, Division of Boating and Waterways), municipalities, non-governmental organizations, and interested public.

Reporting

As previously described, the Proposed Project/Proposed Action recommendations may be set forth in periodic amendments to the Vertebrate Pest Control Handbook, as needed, or result in the development of similar resources modelled on WS-California practices and maintained by the CDFA. The Proposed Project/Proposed Action would also create an advisory group of technical experts to ensure access to the best available science.

The CDFA would maintain the Proposed Project/Proposed Action by periodically updating WDM mitigation monitoring measures; aggregating and reviewing CDFA, county, and WS-California WDM information filings; evaluating the accuracy and efficacy of supporting technical reports; and reviewing and updating other related documentation data and reports that may affect the Proposed Project/Proposed Action. These activities are especially helpful in situations where there is a need for consistent guidance applicable to more than one county (e.g., to address regional issues).

The CDFA will use this process to conduct periodic reviews of the EIR/EIS, considering any new and evolving best management practices and resulting adaptive management planning options, for Proposed Project/Proposed Action implementation. Should the reviews of current information and practices prompt potential modifications of the Proposed Project/Proposed Action, the CDFA, in cooperation with WS-California, would conduct an analysis to determine if potential modifications would require additional or subsequent CEQA or NEPA analysis, documentation, public coordination, and CDFA/WS-California decision making.

3.8 Overview of Alternatives Considered

3.8.1 Alternative 1: No Project/Continuation of WS-California

Under Alternative 1, no new CDFA or county WDM would be established. This alternative would not include any CDFA or county-led emergency/rapid response activities.

Under this alternative, WS-California would continue to operate WDM as described in their CSA model. WS-California would continue to provide technical assistance on lethal and non-lethal techniques and/or provide lethal and non-

lethal operational WDM assistance. This would include T&E species protection and airport work. Components of this alternative include collaboration and identification, education and training, technical assistance, non-lethal and lethal operational WDM, and monitoring. WS-California could also loan equipment to cooperators/requestors for WDM activities.

A comprehensive description of the WDM activities and methods carried out by WS-California is included in Appendix C.

For all alternatives in which WS-California provides WDM, the APHIS-WS Decision Model (Figure 2-3, WS Directive 2.201) is a tool for evaluation of the specific situation. It outlines the process for determining the most effective approach to address the individual situation.

The APHIS-WS Decision Model requires wildlife specialists to go through a problem-solving exercise to address the wildlife damage problem. The analogy often used to describe WDM is the way a fire department responds to an emergency situation. When a fire department responds to a call for service, based on the information available (including biological, economic, and social considerations), the fire personnel make a determination about the most effective and safe response to resolve the emergency. WS-California wildlife specialists are trained in WDM and respond to calls for service using the APHIS-WS Decision Model.

Following the wildlife specialist's initial response, additional WDM methods are incorporated in a management strategy to be monitored and evaluated by the property owner. If needed, the approach can be modified, adjusted, or discontinued based on the effectiveness of the activity.

Under Alternative 1, WS-California would continue ongoing WDM work in California, with no changes in the scope of management and sharing of WDM responsibilities (not sharing responsibilities with the CDFA and participating counties). In comparison, Alternatives 2 through 5 would add, reduce, or modify the actions that are described in this Proposed Project.

Under Alternative 1, WS-California, in consultation with the CDFW, the USFWS, and other regulatory agencies as appropriate, would continue to respond to calls for service by:

- Taking no action;
- Providing non-lethal and/or lethal technical assistance to property owners/managers on actions they could take to reduce wildlife damage; or
- Building upon the non-lethal and/or lethal technical assistance by providing non-lethal and/or lethal operational assistance to a property owners/managers.

WS-California would continue to consider implementation of effective non-lethal operational WDM assistance before implementing lethal operational WDM assistance. All WDM activities taken will be consistent with federal and state laws and regulations.

3.8.1.1 Alternative 1 Components

Alternative 1 would continue the current WS-California WDM activities as requested and would include the following general activities.

Collaboration and Project Identification

WS-California enters cooperative partnerships in all aspects of operational WDM when requested by agency partners, tribes, and private entities. Cooperative partnerships may be developed to implement predator damage management activities in targeted areas and for targeted resource protection, such as agricultural areas, areas with T&E species and other natural resources, urban/suburban areas to reduce property damage, or to protect human health and safety.

Education and Training

WS-California provides training to agencies, organizations, the public, property owners and managers, and cooperators upon request on wildlife management and biology, WDM, and non-lethal and lethal techniques for managing the risk of wildlife damage to encourage co-existence. Many APHIS, Wildlife Services, and WS-California personnel, including scientists at the National Wildlife Research Center in Fort Collins, Colorado, publish professional papers and speak at conferences and meetings to further the science and application of WDM.

Technical Assistance

Property owners or managers requesting assistance from WS-California are provided with information on non-lethal and lethal techniques and/or WDM strategies, including advice, training, and, to a limited degree, loan of equipment. Technical assistance can be provided over the phone, on site, or in instructional meetings. WS-California provides training on depredation investigations related to human health and safety to the CDFW, jurisdictions, and other officials, depending on the topic. Additionally, WS-California provides training to the public on how to avoid wildlife conflict and conducts workshops on non-lethal methods for producers and resource owners (WS-California 2023). Technical assistance is described in greater detail in Appendix C.

Operational Assistance

WS-California WDM activities involve an integrated approach using a range of non-lethal and lethal techniques that can be used singly or as part of an integrated approach. Property owners or managers may choose to take lethal management action themselves when authorized by law without consulting another private or governmental agency recommendations. They can also contract with private businesses, use volunteer services of private organizations, request assistance from the CDFW and/or its agents, request the services of WS-California (direct operational assistance), or take no action.

Preventative Damage Management

Proactive (preventive) damage management involves applying management strategies before damage occurs, based on historical problems and data. Many resource management strategies and physical exclusion methods are intended to prevent damage from occurring, and therefore fall under this category of WDM methods. For example, in addition to keeping livestock in, fencing is often used to keep predators out of livestock pastures to prevent predation. When requested, Wildlife Services personnel provide information and conduct demonstrations or take action to prevent future losses from recurring.

For example, in areas where substantial livestock depredations have occurred on lambing or calving grounds in the past, WS-California may provide technical assistance in the form of information about livestock guarding animals, fencing, or other husbandry techniques for producers to improve their proactive measures to protect their livestock. Additionally, if

requested and appropriate, WS-California may conduct lethal predator management by removing coyotes in a specific area before lambing or calving begins in an attempt to preemptively prevent continued depredation.

The rationale for conducting proactive damage management differs little in principle from holding controlled hunts for deer or elk in areas where agricultural damage has been a historical problem. By reducing the number of predators, specifically coyotes, operating in a territory near livestock, the risk of damage at the time is potentially reduced. For example, where coyote denning overlaps with lambing pastures, selectively removing the alpha pair may effectively decrease lamb depredation. Rather than requesting assistance from WS-California, property owners may request that the CDFW and/or its agents or CDFW-certified commercial companies conduct such activities.

Reactive Damage Management

Reactive (corrective) damage management involves applying management strategies to stop or reduce current losses. As requested and appropriate, Wildlife Services personnel provide information, conduct demonstrations, or take action to prevent future additional losses. Corrective actions may include a combination of WDM approaches, technical assistance, and operational damage management assistance.

When appropriate, WS-California also provides damage management assistance (operational assistance) using lethal and non-lethal methods within an WDM strategy. Resource managers and others requesting operational assistance are provided with information regarding the use of effective non-lethal and lethal techniques, including recommendations as to effective long-term strategies for reducing risk of wildlife damage.

For example, in areas where verified livestock depredations are occurring, WS-California field employees may provide information about livestock guarding animals, fencing, or husbandry techniques and/or conduct operational, often lethal, damage management activities to stop the losses.

When deployed, many lethal and non-lethal methods are intended to be short-term or long-term attempts at reducing damage currently occurring. They can also be used to prevent damage from reoccurring in areas with historical losses. However, these methods cannot ensure predators do not return once those methods are discontinued. Property owners may request assistance from the CDFW and/or its agents or CDFW-certified commercial companies, and/or they may conduct such activities themselves rather than requesting assistance from WS-California.

Carcass Disposal

Unless otherwise regulated by California law, WS-California properly disposes of carcasses to make them less accessible to scavengers by putting them into brush, placing them in existing carcass pits on private property, disposing of them in designated landfills, or rendering or incineration where feasible. Animals taken during aerial operations are seldom if ever recovered because it is not always safe to land aircraft in the field and it is seldom cost- or time-effective to make multiple landings during a flight. Also, aircraft have weight restrictions that control transportation of extra cargo for safety reasons, which is especially critical for low-level flights.

Monitoring

WS-California, in coordination with the CDFW when appropriate, monitors the results and impacts of its activities. The impacts discussed in this EIS are monitored and evaluated in the following two ways:

- WS-California will determine if any additional information that arises after the NEPA decision from this EIS would trigger the need for additional NEPA analysis. WS-California will review implementation results and the related NEPA documents as needed to ensure that the need for action, issues identified, alternatives, regulatory framework, and environmental consequences are consistent with those identified.
- WS-California, in coordination with CDFW when appropriate, will monitor impacts on target and non-target predator populations through its Management Information System database. The Management Information System information is used to assess the localized and cumulative impacts of WS-California activities on specific target predator and non-target wildlife populations. WS-California will provide detailed information on animals removed, as appropriate, to the CDFW to assist with managing species and resources under their jurisdiction.

In addition to sharing information with the CDFW as indicated above, WS-California also coordinates actions conducted in wilderness areas with the Bureau of Land Management and USFS Wilderness leads during the annual work plan process. WS-California also provides detailed information on animals removed on an annual basis.

Depredation Investigations

WS-California, in coordination with the CDFW when appropriate, assists with depredation investigations on suspected wildlife predation on livestock. The CDFW, WS-California employees, and the livestock producer work cooperatively to determine the appropriate response, including non-lethal techniques (if warranted), to prevent further loss of livestock.

When a livestock owner suspects wildlife-livestock depredation has occurred and requests an investigation, WS-California and or the CDFW can initiate the investigation.

Capturing and Collaring

WS-California can assist with capturing and collaring operations for specific wildlife species. Historically this work has included mountain lion, bobcat, feral swine, and mule deer upon request from the CDFW, but it could include other species if requested. GPS and very high frequency (VHF) collars are used in guiding management decisions by providing information regarding important population parameters such as target animal pack distribution (if applicable), mortality, dispersal, population trends, den locations, rendezvous sites, winter use areas, and territory boundaries.

3.8.1.2 Alternative 1 Existing Activities

Under Alternative 1, the system currently in place, WS-California WDM activities have varied in terms of the frequency, location, cooperators, type of WDM, and number of target and non-target animals taken. In part, this has been based on the number of counties that have engaged in CSAs and special project activity (i.e., T&E species protection projects).

WS-California expects that WDM activities will continue to vary in the future and, for the purpose of analyzing impacts in this EIR/EIS, sets reasonable parameters for continuing current WDM. WS-California employees are experienced wildlife specialists and will use the APHIS-WS Decision model to determine if and what response is appropriate. This alternative includes WDM activities in areas and locations where WS-California has operated or would foreseeably operate, even if those areas are not currently under CSAs. Unforeseen/unanticipated areas where emergency response is required will be addressed on a case-by-case basis in coordination with other state

and federal regulatory agencies. Figure 2-4 shows areas within California where WS-California currently holds a CSA and where WS-California led WDM activities are likely to occur.

3.8.2 Alternative 2: Non-Lethal Operational WDM, Except for Human/Companion Animal Health and Safety, Threatened and Endangered Species Protection, and Airport WHM

Under Alternative 2, the CDFA/Counties/WS-California would provide technical assistance on lethal and non-lethal techniques and/or provide non-lethal operational WDM assistance, but would not provide lethal WDM assistance, except for cases of human health and safety, companion animal health and safety, T&E species protection, and airport WHM.

As described in the Scoping Report prepared for the Proposed Project/Proposed Action (Appendix A), comments received included concerns regarding potential impacts on pets and/or companion animals. Specifically, this included requests related to community (feral) cats. A request for evaluation of the risk that lethal activities/methods could pose to the physical and psychological wellbeing of humans and companion animals was also received.

Under Alternative 2, the CDFA, participating counties, and WS-California (in consultation with the CDFW, the USFWS, and other regulatory agencies as appropriate), would respond to calls for service by:

- Taking no action;
- Providing lethal technical and operational WDM only in the case of human or companion animals health and safety, T&E species protection, and airport work; or
- Providing non-lethal technical and operational assistance.

3.8.2.1 Alternative 2 Components

Components of Alternative 2 include collaboration and identification, education and training, technical assistance, non-lethal operational WDM, and monitoring. The CDFA/Counties/WS-California could also loan equipment used for non-lethal techniques and/or other WDM activities. Alternative 2 could include CDFA/County/WS-California emergency/rapid response activities.

Non-lethal and lethal technical assistance would continue to be provided to cooperators/requestors as described in Alternative 1. Non-lethal technical assistance includes collecting information about the species involved, the nature and extent of the damage, and previous methods that the cooperator/requestor had used to alleviate the problem. The CDFA/Counties/WS-California would then provide the cooperator/requestor with information on appropriate non-lethal and lethal ways to alleviate the damage themselves. Types of technical and direct non-lethal assistance projects may include a visit to the affected property, written communication, telephone conversations, or presentations to groups.

While Alternative 2 would provide technical assistance on lethal and non-lethal techniques and/or provide non-lethal operational WDM assistance for specific situations, it would not provide comprehensive WDM in support of the CDFA's Proposed Project objectives or WS-California's. It would not provide comprehensive WDM in support of agricultural resources (and thus natural resources) and would limit the potential WDM methods used. Alternative 2 would be inconsistent with WS-California's mission to protect agricultural (and natural) resources and property/infrastructure.

3.8.3 Alternative 3: Non-Lethal Operational WDM

Under Alternative 3, the CDFA/Counties/WS-California would provide technical assistance on lethal and non-lethal techniques and provide only non-lethal operational WDM assistance. No lethal operational WDM assistance would be provided.

3.8.3.1 Alternative 3 Components

Components of Alternative 3 include collaboration and identification, education and training, technical assistance, non-lethal operational WDM, and monitoring. The CDFA/Counties/WS-California could also loan equipment used for non-lethal techniques and/or other WDM activities. Alternative 3 could include CDFA/County/WS-California emergency/rapid response activities, but no lethal methods.

Non-lethal and lethal technical assistance would continue to be provided to cooperators/requestors as described in Alternative 2. Non-lethal technical assistance includes collecting information about the species involved, the nature and extent of the damage, and previous methods that the cooperator/requestor had used to alleviate the problem. The CDFA/Counties/WS-California would then provide the cooperator/requestor with information on appropriate non-lethal and lethal ways to alleviate the damage themselves. Types of technical and direct non-lethal assistance projects may include a visit to the affected property, written communication, telephone conversations, or presentations to groups.

In some cases, the CDFA/Counties/WS-California may provide supplies or materials for non-lethal methods that are of limited availability for use by private entities. Generally, the CDFA/Counties/WS-California could describe several non-lethal management strategies to the cooperator/requestor for short- and long-term solutions to managing damage, as well as recommending and providing training on lethal techniques.

Persons receiving technical assistance from the CDFA/Counties/WS-California could implement those methods, could seek assistance from other entities, or take no further action. The CDFA/Counties/WS-California would only loan out equipment or implement non-lethal methods legally available to the cooperator/requestor and advise them of any necessary permits.

3.8.4 Alternative 4: Financial Reimbursement Assistance

Alternative 4 is for CEQA consideration only. Under Alternative 4, participating counties could establish an assistance program or cost-sharing initiative that provides monetary compensation to affected cooperators/requestors (producers), with a focus on funding improved protection from damaging wildlife (e.g., upgrade of fencing, acquisition of guard animals). This alternative would not include operational assistance provided by the CDFA/WS-California. This alternative would not preclude the right of private entities to conduct lethal WDM on their own in accordance with state and federal laws.

Alternative 4 would require identification of an ongoing financial source (e.g., county-provided, private grants) and management of that reimbursement budget at a county-level. This would require establishment of a protocol to determine what WDM cases would be eligible for funding (e.g., livestock or poultry type), appropriate disbursement of funds (e.g., determination if funds are for discretionary uses or for specific measures such as purchase of fencing, purchase of livestock protection animals, scare devices) and amounts and type of reimbursement (e.g., cost-share). It would likely require new personnel to establish program/initiative guidelines,

conduct site visits, evaluate claims, and monitor ongoing WDM situations. As part of this alternative, education and WDM resources related to best management practices for managing nuisance animals, excluding predators, and preventing predation could be provided.

This alternative would require administrative support and extensive data collection and tracking, which would include but not be limited to the following:

- Establishment of a program/initiative with geographic/target recipients and affected animals/resources
- Tracking of requests for financial reimbursement assistance
- Investigation of request (efficacy of claim)
- Tracking of disbursements (recipients) and disbursement value
- Collection of other inputs for program evaluation (geographic extent, by county, by agricultural type, etc.)

Implementation of Alternative 4 is not available to WS-California because they are directed by law to protect American agriculture, and a compensation/reimbursement program has not been legally authorized or funded at a state or federal level.

Under Alternative 4, potential operational WDM would be handled by other entities, including but not limited to tribes, the USFWS, the CDFW, Counties, private resource owners and managers, private contractors, or other non-federal agencies. Requests for WDM information directed to the CDFA would be redirected to these entities.

3.8.5 Alternative 5: No Project/Cessation of WS-California

Alternative 5 would not establish or formalize a CDFA WDM Program in California. Nor would any technical or operational assistance with WDM methods described under the Proposed Project/Project Action and Alternatives 1, 2, and 3 (and included as Appendix C) be conducted by WS-California. Furthermore, no provision of financial reimbursements as described in Alternative 4 would be provided. Under Alternative 5, potential WDM would be handled by other entities, including but not limited to tribes, the USFWS, the CDFW, Counties, private-resource owners and managers, private contractors, and/or other non-federal agencies.

Information about future developments in non-lethal and lethal management techniques that result from the National Wildlife Research Center's ongoing research would also not be available to private-resource owners or managers.

Other entities and organizations conducting WDM would likely increase their efforts in proportion to the reduction of federal (WS-California) services. Requests for WDM information directed to WS-California would be redirected to these entities. Response times for WDM would likely increase and some calls for assistance would be left unaddressed.

3.9 Alternatives Considered and Dismissed from Detailed Analysis

Bounty System for Reducing Animals Causing Damage - Bounty systems involve a payment of funds for killing of animals considered "undesirable," and they are usually proposed as a means of reducing or eliminating any species causing damage to human valued assets, especially predators. An example of an active bounty system on predators (i.e., coyotes) is an experimental mule deer protection program taking place in Utah.

WS-California has no authority to establish a bounty system; that authority falls to the states. Over half the states have outlawed bounties or repealed bounty laws. Bounties can become a costly endeavor. The use of bounties is arbitrary because it is difficult to ensure animals claimed for bounty are from the geographic area within which the damage is occurring. Therefore, a bounty system alternative was not considered further.

Use of Only Non-lethal WDM Technical Assistance – Under a non-lethal WDM technical assistance alternative, the CDFA/Counties/WS-California would provide only non-lethal technical WDM assistance. They would not implement or advise others on the use of lethal methods. Non-lethal technical assistance is included in Alternatives 1 through 4. If the requestor has taken all reasonable non-lethal actions and the wildlife damage problem still persists, the CDFA/County/WS-California WDM specialist would not be able to offer additional WDM methods. This would not meet the Proposed Project’s purpose and need or objectives; therefore, the non-lethal WDM technical assistance alternative was not considered further.

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3.10 Alternatives Impact Analysis

Table 3-1. Comparison of Impacts from the Proposed Project/Proposed Action and Alternatives

Environmental Topic	Proposed Project		Alternative 1		Alternative 2		Alternative 3		Alternative 4		Alternative 5	
	CEQA	NEPA	CEQA	NEPA	CEQA	NEPA	CEQA	NEPA	CEQA	NEPA	CEQA	NEPA
Agricultural and Forestry Resources												
AG-1: Convert Prime Farmland, Unique Farmland, or Statewide Importance Farmland to non-agricultural use?	NI	NI	= NI	= NI	▲ LTS	= NI	▲ LTS	▲ NS	▲ LTS	NA	▲ SU	▲ S
AG-4: Loss of forest or conversion of forest to non-forest use?	NI	NI	= NI	= NI	▲ LTS	▲ NS	▲ LTS	▲ NS	▲ LTS	NA	▲ LTS	▲ NS
AG-5: Involve other changes in the existing environment, which could result in conversion of Farmland to non-agricultural use?	NI	NI	= NI	= NI	▲ LTS	= NI	▲ LTS	= NI	▲ LTS	NA	▲ LTS	▲ NS
AG-6: Result in the loss of market value of agricultural products sold in California, agricultural employment, and agricultural income/earnings?	B	NI	= NI	= NI	▲ LTS	▲ NS	▲ LTS	▲ NS	▲ LTS	NA	▲ SU	▲ S
Biological Resources												
BIO-1: Substantial adverse effect, either directly or through habitat modification, on any species identified as a candidate, sensitive, or special status species? * Mountain Lion if listed under California Endangered Species Act (16 Counties – See Section 4.2.2-10).	LTS	NS	= NI	= NS	▲ LTS + mitigation	= NS	▲ LTS + mitigation	= NS	= LTS	NA	▼ NI	▼ NI
	SU*		= SU*		= SU*							
BIO-2: Substantial adverse effect on any riparian habitat or other sensitive natural community?	LTS	NS	▼ NI	▼ NI	= LTS	= NS	= LTS	= NS	= LTS	NA	= LTS	= NS
BIO-3: Substantial adverse effect on state or federally protected wetlands through direct removal, filling, hydrological interruption, or other means?	LTS + mitigation	NS	▼ NI	= NS	= LTS + mitigation	= NS	= LTS + mitigation	= NS	▼ NI	NA	▼ NI	▼ NI
BIO-4: Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native migratory wildlife corridors, or impede the use of native wildlife nursery sites?	LTS + mitigation	NS	= LTS + mitigation	= NS	= LTS + mitigation	= NS	= LTS + mitigation	= NS	▼ LTS	NA	▼ LTS	▼ NI
BIO-5: Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	LTS + mitigation	NI	▼ NI	= NI	= LTS + mitigation	= NI	= LTS + mitigation	= NI	▼ NI	NA	▼ NI	= NI
BIO-6: Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved conservation plan?	LTS + mitigation	NI	▼ NI	= NI	= LTS + mitigation	= NI	= LTS + mitigation	= NI	▼ NI	NA	▼ NI	= NI
BIO-7: Cause a substantial adverse effect to populations of non-special status wildlife or plant species, especially if those could result in substantial ecosystem changes?	LTS + mitigation	NS	▼ NI	= NS	▼ LTS	= NS	▼ LTS	= NS	▼ LTS	NA	▼ LTS	= NS

Table 3-1. Comparison of Impacts from the Proposed Project/Proposed Action and Alternatives

Environmental Topic	Proposed Project		Alternative 1		Alternative 2		Alternative 3		Alternative 4		Alternative 5	
	CEQA	NEPA	CEQA	NEPA	CEQA	NEPA	CEQA	NEPA	CEQA	NEPA	CEQA	NEPA
Tribal Cultural Resources												
TCR-1: Cause a substantial adverse change in the significance of a tribal cultural resource?	LTS + mitigation	NS	▼ NI	= NS	= LTS + mitigation	= NS	= LTS + mitigation	= NS	= LTS + mitigation	NA	▼ LTS	= NS
TCR-2: Cause an adverse effect to a traditional cultural property, landscape, or other resource of Native American traditional religious or cultural importance?	LTS + mitigation	NS	▼ NI	= NS	= LTS + mitigation	= NS	= LTS + mitigation	= NS	= LTS + mitigation	NA	▼ LTS	= NS
Hazardous Materials												
HAZ-1: Expose the public or the environment to significant hazards through the transport, use, or disposal of hazardous materials?	LTS	NS	▼ NI	= NS	= LTS	= NS	= LTS	= NS	= LTS	NA	= LTS	= NS
HAZ-2: Expose the public or the environment to significant hazards through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	LTS	NS	▼ NI	= NS	= LTS	= NS	= LTS	= NS	= LTS	NA	= LTS	= NS
HAZ-3: Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or wastes within one-quarter mile of an existing or proposed school?	LTS + mitigation	NS	▼ NI	= NS	= LTS	= NS	= LTS	= NS	= LTS	NA	= LTS	= NS
HAZ-4: Be located on a site that is included on a list of hazardous materials sites and, as a result, would create a significant hazard to the public or the environment?	LTS	NS	▼ NI	= NS	= LTS	= NS	= LTS	= NS	= LTS	NA	= LTS	= NS
HAZ-5: For projects located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or within the vicinity of a private airstrip, would it result in a safety hazard or excessive noise for people residing or working in the project area?	LTS	NS	▼ NI	= NS	= LTS	= NS	= LTS	= NS	= LTS	NA	= LTS	= NS
HAZ-6: Impair the implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	LTS	NS	▼ NI	= NS	= LTS	= NS	= LTS	= NS	= LTS	NA	= LTS	= NS
HAZ-7: Expose people or structures, either directly or indirectly, to a significant risk of loss, injury, or death involving wildland fires?	LTS	NS	▼ NI	= NS	= LTS	= NS	= LTS	= NS	= LTS	NA	= LTS	= NS
HAZ-8: Expose physiologically sensitive populations to human health hazards?	LTS	NS	▼ NI	= NS	= LTS	= NS	= LTS	= NS	= LTS	NA	= LTS	= NS
HAZ-9: Impact human health of the environment in such a manner that it would disproportionately effect minority and/or low-income communities?	LTS	NS	▼ NI	= NS	= LTS	= NS	= LTS	= NS	= LTS	NA	= LTS	= NS
Human and Pet Health and Safety												
HHPS-1: Directly, indirectly, or cumulatively result in adverse effects on human or companion animal health and safety?		NS		= NS		= NS		= NS		NA		= NS

Table 3-1. Comparison of Impacts from the Proposed Project/Proposed Action and Alternatives

Environmental Topic	Proposed Project		Alternative 1		Alternative 2		Alternative 3		Alternative 4		Alternative 5	
	CEQA	NEPA	CEQA	NEPA	CEQA	NEPA	CEQA	NEPA	CEQA	NEPA	CEQA	NEPA
Noise												
NOI-1: Result in the generation of a substantial temporary or permanent increase in ambient noise levels in excess of local general plan or noise ordinance, or applicable standards?	LTS + mitigation	NS	▼ NI	= NS	= LTS + mitigation	= NS	= LTS + mitigation	= NS	▼ LTS	NA	▼ LTS	= NS
NOI-2: Result in the generation of excessive groundborne vibration or groundborne noise levels?	LTS	NS	▼ NI	= NS	= LTS	= NS	= LTS	= NS	= LTS	NA	= LTS	= NS
NOI-3: For projects located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or within the vicinity of a private airstrip, would it expose people residing or working in the project area to excessive noise levels?	LTS + mitigation	NS	▼ NI	= NS	= LTS + mitigation	= NS	= LTS + mitigation	= NS	▼ NI	NA	▼ LTS	= NS
Public Services												
PS-1: Result in substantial adverse physical impacts associated with the provision of new or physically altered government facilities, or the need for new or physically altered government facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service rations, response times, or other performance objectives?	B	NI	▲ NI	= NI	▲ NI	= NI	▲ LTS	▲ NS	▲ LTS	NA	▲ LTS	▲ NS

Notes: NEPA: NA = not applicable; NI = No Impact; NS = Not Significant; S = Significant; CEQA: B = Beneficial impact; NI = no impact; LTS = less than significant; SU = significant and unavoidable; LTS + mitigation = less than significant with mitigation incorporated, Green = No impact or less than significant; Yellow = less than significant with mitigation incorporated; Red = significant and unavoidable.

▲ Impacts would be greater than those of the Proposed Project.
 = Impacts would be comparable to those of the Proposed Project
 ▼ Impacts would be reduced when compared to those of the Proposed Project.

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3.11 References

CEQ (Council on Environmental Quality). 1986. Forty Most Asked Questions Concerning CEQ's National Environmental Policy Act Regulations. March 23, 1981. Amended in 1986. <https://www.energy.gov/nepa/articles/forty-most-asked-questions-concerning-ceqs-national-environmental-policy-act>.

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4 Environmental Setting/ Affected Environment

4.1 Introduction

This chapter provides information related to the evaluation of environmental impacts associated with the California Department of Food and Agriculture and Wildlife Services (WS) California's Wildlife Damage Management Program (Proposed Project/Proposed Action). The chapter introduces the overall approach to the environmental setting and impacts analysis, describes how the significance of environmental impacts is evaluated, and discusses resource topics eliminated from detailed analysis in this environmental impact report/environmental impact statement (EIR/EIS).

4.1.1 Organization of Environmental Resource Topics

Seven topical sections (Sections 4.2.1 through 4.2.7) are presented that describe the environmental resources and potential environmental impacts and effects of the Proposed Project/Proposed Action. Each section contains the following information about its resource topic:

- a description of the environmental baseline, environmental setting,¹ and background information related to the resource topic to illustrate to the reader the resources that could be affected by the Proposed Project/Proposed Action;
- a discussion of the thresholds used in determining the significance of the Proposed Project/Proposed Action's potential environmental impacts and effects; and
- a discussion of the potential environmental impacts and effects of the Proposed Project/Proposed Action on the resource (the change in environmental conditions between the baseline condition and after Proposed Project/Proposed Action implementation), including the significance of each potential impact or effect, and, if applicable, measures that would avoid, minimize, mitigate, and/or compensate for any potentially significant impacts and/or adverse effects.

4.1.2 Environmental Baseline of Analysis

Wildlife damage management (WDM) activities described as part of the Proposed Project/Proposed Action (refer to Appendix A, Scoping Report) are already ongoing in California. Therefore, the impacts/effects analysis presented in this EIR/EIS considers these ongoing activities to be a part of the baseline environmental conditions.

In a California Environmental Quality Act (CEQA) analysis, the baseline condition is typically defined as the existing physical conditions in the affected area as they existed at the time the Notice of Preparation (NOP) was published (CEQA Guidelines Section 15126.2[a]). The NOP for the Proposed Project/Proposed Action was published on September 10, 2020. Thus, conditions existing at that time are considered the baseline against which the Proposed Project/Proposed Action's impacts/effects to the physical environment are evaluated.² Similarly for the National

¹ Relevant Laws, Policies, and Ordinances are included in Appendix B.

² The baseline period excludes 2020 and 2021, which were confounded by behavioral changes due to COVID-19.

Environmental Policy Act (NEPA), the baseline condition can be defined as the existing physical conditions in the affected area as they existed at the time the Notice of Intent was published (40 Code of Federal Regulations [CFR] 1502.15). The Notice of Intent for the Proposed Project/Proposed Action was posted to the Federal Register on September 10, 2020.

Under the Proposed Project/Proposed Action, WDM activities could be carried out in any participating California County, and activities would typically be carried out upon request. As such, the exact location of where WDM activities would occur (both historically and under the Proposed Project/Proposed Action) is not predefined. As an example, noise-generating WDM activities are already occurring in California, but WDM activities under the Proposed Project/Proposed Action may occur in *new* locations where WDM activities may not have previously been conducted.

The 2020 conditions will be used as the baseline for all environmental topic areas except for biological resources (take of target species).

A departure from a single-year baseline approach is the discussion of biological resources, specifically as it relates to take of target species. At the time of the NOP, 38 counties in California had Cooperative Service Agreements (CSAs) with WS-California for WS-California to conduct WDM activities on behalf of the individual county. Some of these CSAs date back to before the 1990s, and the number of counties with CSAs has fluctuated over time (e.g., California Counties can choose to enter into new CSAs or suspend their existing CSAs) and could fluctuate in the future. Furthermore, some WDM activities are conducted by WS-California outside of CSAs, such as airport work (to protect the flying public and aviation property) and rare, threatened, and endangered species work (to protect rare, threatened, and endangered species). In addition to counties with CSAs (WS/County Cooperative WDM), in 2020, six other counties directed their own WDM programs (County-Led WDM) and 14 counties provided no WDM (No-County-Provided WDM).

The existing conditions surrounding California's wildlife populations reflect the WDM activities historically performed in California.³ However, WDM activities tend to vary from year to year based on a variety of factors, such as geography, population dynamics, weather patterns, and prey availability. As such, selecting a single year of data (e.g., 2019, the last year of complete data prior to the release of the NOP) as the baseline condition may not accurately reflect existing conditions because there has been (and will continue to be) variation in the types and number of target species affected by WDM activities.

Therefore, for the purposes of this evaluation, the biological resources baseline for take of target species was defined as follows:

1. Comprises a 10-year period beginning in 2010 and ending in 2019 and looks at the average (mean).
2. To account for variations in WDM activities that could occur over a period of time, the baseline also includes a 99% confidence interval to disclose a high and low value for target species take in a given year (refer to Section 4.2.2, Biological Resources, for additional discussion of the baseline condition methodology).

³ Given the absence of comprehensive data for county-led WDM counties, lethal take in those counties was estimated based on the amount of suitable habitat for each target species. For No County-Provided WDM Counties, the absence of county-led WDM activities does not suggest no WDM activities are or were occurring in those counties. Rather, WDM activities were likely conducted by private persons independently or with the assistance of service providers. Given the absence of comprehensive data for private WDM activities occurring in No County-Provided WDM Counties, lethal take in those counties was also estimated based on the amount of suitable habitat for each target species.

This same approach is used to identify the baseline conditions used in the cumulative analysis. Using a 10-year average and a 99% confidence interval for high and low annual values helps to ensure that baseline conditions are accurately described, and allows for a fulsome analysis of the Proposed Project/Proposed Action's impacts/effects.

4.1.3 Environmental Impacts/Effects

4.1.3.1 California Environmental Quality Act

CEQA requires that an EIR define a “threshold of significance” for each impact that may occur to the physical environment. A threshold of significance, or significance criterion, is an identifiable quantity, quality, or performance level of a particular environmental impact. In general, potential impacts are identified as either potentially significant (above threshold) or less than significant (below threshold).

Under CEQA, impacts of a proposed project are assessed relative to an environmental baseline, which is defined as the existing physical conditions in the affected area as they existed at the time the NOP was published (see Section 4.1.2, Environmental Baseline of Analysis, for a discussion of the environmental baseline as it relates to the analysis in the EIR). Impacts of a proposed project are limited to changes to the baseline physical conditions of the environment that would result directly, indirectly, or cumulatively from a proposed project. CEQA does not require the lead agency to consider impacts that are speculative (CEQA Guidelines Section 15145).

For the purposes of the EIR, significance criteria were drawn from the CEQA Guidelines, Appendix G, Environmental Checklist Form (California Code of Regulations, Title 14, Division 6, Chapter 3, Sections 15000–15387 et seq.). Each environmental resource topic is evaluated in sections within this chapter. The sections contain impact statements that identify the mechanism of impact of Proposed Project/Proposed Action activities on a specific environmental attribute. Each impact statement is tied to one or more significance criteria. Each impact statement is followed by an analysis that characterizes the potential physical change as a result of Proposed Project/Proposed Action activities compared to the environmental baseline, relative to one or more significance criteria.

If a potentially significant impact is identified, mitigation measures are included that, if feasible, would be implemented to avoid, minimize, rectify, reduce, eliminate, and/or compensate for the significant or potentially significant environmental impact.

If the impact would likely remain significant after application of all feasible mitigation measures or if no feasible mitigation measures exist, it may be identified as significant and unavoidable.

4.1.3.2 National Environmental Policy Act

The EIS considers the potential direct, indirect, and cumulative effects of WDM activities on the human environment. As defined by NEPA implementing regulations, the “human environment shall be interpreted comprehensively to include the natural and physical environment and the relationship of people with that environment” (40 CFR 1508.14). Therefore, when a federal agency analyzes its potential impacts on the “human environment,” it is reasonable for that agency to compare not only the effects of the proposed federal action, but also the potential effects that could or would occur from a non-federal entity conducting the action in the absence of the federal action. Under such circumstances, the environmental baseline or status quo must be viewed as the environment that includes those resources as they are managed or impacted by non-federal entities in the absence of the federal action being proposed. This concept is applicable to situations involving federal assistance in

managing damage associated with resident wildlife species managed by the state Natural Resources Agency, invasive species, or unprotected species. Therefore, in those situations in which a non-federal entity has decided that a management action should occur and even the particular methods that should be used, WS-California involvement in the action would not affect the environmental status quo because a non-WS entity could take the action in the absence of WS-California involvement.

A cumulative effect can result when a change in the environment results from the incremental effect of the Proposed Project/Proposed Action when added to similar effects of other related past, present, or probable future projects or programs. Significant cumulative effects may result from individually minor but collectively significant interactions among projects. The cumulative effects analysis in this EIR/EIS focuses on whether the Proposed Project/Proposed Action's incremental contribution to identified cumulatively significant effects caused by past, present, or probable future projects and programs (including past, present, and future statewide activities) is considerable (i.e., significant).

4.1.4 Impact/Effect Terminology

This EIR/EIS uses the following terminology to describe the environmental impacts/effects of the Proposed Project/Proposed Action. The impact/effect determinations in Sections 4.2.1 through 4.2.7 provide a CEQA and NEPA conclusion and use the following terminology, where appropriate.

4.1.4.1 California Environmental Quality Act

- **No Impact:** The Proposed Project/Proposed Action would not affect the resource or topic and would not change the environmental baseline. (NI)
- **Less than Significant:** The Proposed Project/Proposed Action would not result in a substantial adverse change in the resource or topic, and no mitigation is needed. (LTS)
- **Less than Significant with Mitigation:** The Proposed Project/Proposed Action would not result in a substantial adverse change in the resource or topic if mitigation is incorporated. (LTS/M)
- **Significant and Unavoidable:** The Proposed Project/Proposed Action could result in a substantial adverse impact on the resource or topic and the impact would remain significant after application of all feasible mitigation measures. (SU)
- **Less than Cumulatively Considerable:** The impact from the Proposed Project/Proposed Action, in combination with other cumulative development effects, is not considered cumulative and significant. (LCC)
- **Cumulatively Considerable:** The impact from the Proposed Project/Proposed Action, in combination with other cumulative development effects, is considered cumulative and significant. (CC)
- **Beneficial:** The Proposed Project/Proposed Action would result in an increase in the quality of the resource. (B)

4.1.4.2 National Environmental Policy Act

- **No Impact:** The Proposed Project/Proposed Action would not affect ecological aspects of the human environment. (NI)
- **Not Significant:** The Proposed Project/Proposed Action would not substantially affect ecological aspects of the human environment. (NS)
- **Significant:** The Proposed Project/Proposed Action would substantially affect ecological aspects of the human environment. (S)

4.1.5 Environmental Resource Topics Eliminated from Further Analysis

Resource topics that have been eliminated from further analysis are discussed in Section 4.3, Environmental Resource Topics Eliminated from Further Analysis. These topics have been eliminated because little or no potential exists for Proposed Project/Proposed Action WDM activities to have a physical impact or effect on the specified environmental resources.

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4.2 Environmental Resource Topics

4.2.1 Agricultural and Forestry Resources

This section presents the environmental setting and potential impacts of the Proposed Project/Proposed Action related to agricultural and forestry resources. As part of this section, a discussion of agricultural economic information is included to show the relationship affecting agricultural resources and the agricultural industry's effects on the physical environment, as well as to illustrate the importance of the agricultural industry to local economies and California. The California Environmental Quality Act (CEQA) states that "economic or social effects shall not be treated as significant effects on the environment" (14 CCR 15131). However, economic effects may be considered environmental impacts for the purposes of CEQA to the extent they result in impacts on the physical environment. This section discusses available economic information to determine whether such a nexus exists. Information regarding agricultural resources presented in this section is based on the California Farmland Mapping and Monitoring Project (FMMP) and data from the WS-California Management Information System database.

4.2.1.1 Existing Conditions

The following discussion describes agricultural and forestry resources and economics related to the Proposed Project/Proposed Action. Economic impacts are evaluated under CEQA only when such impacts may result in a change in the physical environment. In this context, economic information is provided to support the evaluation of the potential physical changes to the environment that may occur as a result of economic impacts to agricultural landowners or uses (e.g., conversion of agricultural land to another use) from the Proposed Project/Proposed Action. The Proposed Project/Proposed Action area is defined as the State of California.

Agricultural Land

The FMMP, part of the Division of Land Resource Protection, California Department of Conservation (DOC), uses soil agricultural productivity information from U.S. Department of Agriculture's Natural Resources Conservation Service to create maps illustrating the types of farmland present in California. The California DOC classifies lands into seven agriculture-related categories: Prime Farmland, Farmland of Statewide Importance (Statewide Farmland), Unique Farmland, Farmland of Local Importance (Local Farmland), Grazing Land, Urban and Built-up Land (Urban Land), and Other Land. The first four types listed are collectively designated by the State as Important Farmlands. Each of the seven farmland types are summarized as follows, based on California DOC's A Guide to the Farmland Mapping and Monitoring Program (DOC 2004).

Prime Farmland

Prime Farmland is land with the best combination of physical and chemical features able to sustain long-term production of agricultural crops. This land has sufficient soil quality, growing season, and moisture supply needed to produce sustained high yields. This land must have been used for the production of irrigated crops at some time during the 4 years prior to the mapping date.

Farmland of Statewide Importance

Statewide Farmland is land similar to Prime Farmland but with minor shortcomings, such as greater slopes or with less ability to hold and store moisture. This land must have been used for the production of irrigated crops at some time during the 4 years prior to the mapping date.

Unique Farmland

Unique Farmland is land of lesser quality soils used for the production of the State’s leading agricultural crops. This land is usually irrigated but may include non-irrigated orchards or vineyards. This land must have been cultivated at some time during the 4 years prior to the mapping date.

Farmland of Local Importance

Local Farmland is land of importance to the local agricultural economy, as determined by each County’s Board of Supervisors and a local advisory committee. This may include lands that would meet the Prime or Statewide designation, which have been improved for irrigation but are now idle, or lands that currently support confined livestock, poultry operations and/or aquaculture.

Grazing Land

Grazing Land is land on which the existing vegetation, whether grown naturally or through management, is suited to the grazing of livestock. The minimum mapping unit for Grazing Land is 40 acres.

Urban and Built-up Land

Urban Land is land occupied by structures with a building density of at least 1 unit per 1.5 acres, or approximately 6 structures per 10-acre parcel. Uses may include, but are not limited to, residential, industrial, commercial, construction, institutional, public administration purposes, railroad yards, cemeteries, airports, golf courses, sanitary landfills, sewage treatment plants, water control structures, and other developed purposes. Highways, railroads, and other transportation facilities are mapped as part of this unit, if they are part of a surrounding urban area.

Other Land

Other Land is land that is not included in any other mapping category. This category may include low-density rural development, brush, timber, wetland, riparian areas not suitable for livestock grazing, confined livestock or poultry, aquaculture, strip mines, borrow pits, and a variety of other rural land uses.

Figure 4.2.1-1 shows the distribution of agricultural land categories in California based on 2016 FMMP data.¹ The figure reflects the distribution of areas most conducive to agricultural production within the State. Most of the Important Farmland in California is in the Central Valley, which consists of the Sacramento and San Joaquin Valleys. The Central Valley averages about 50 miles in width and extends approximately 400 miles from Shasta County to the north and Kern County to the south. The total acreages of each type of Important Farmland are listed in Table 4.2.1-1.

Table 4.2.1-1. Agricultural Land Acreage in California

Land Use Category	Total Acreage Inventoried in 2016
Prime Farmland	5,031,474
Farmland of Statewide Importance	2,544,481
Unique Farmland	1,404,240

¹ FMMP information from 2016 was used to provide statewide information; limited information for 2018 is also available depending on county.

Table 4.2.1-1. Agricultural Land Acreage in California

Land Use Category	Total Acreage Inventoried in 2016
Farmland of Local Importance	3,215,425
Important Farmland Total	12,195,620
Grazing Land	19,155,570
Agricultural Land Total	31,351,190

Source: DOC 2016.

Approximately one-third of California's 31 million acres of farmlands are enrolled in the Williamson Act as of 2021 (DOC 2022). The Williamson Act allows private landowners to contract with Counties and cities to voluntarily restrict land for agricultural and open space uses; restricted parcels are assessed for property tax purposes at a rate consistent with their actual use, rather than potential market value. Of the land enrolled in the Williamson Act, 3.4 million acres are considered Prime Farmland. In 2021, the region with the greatest acreage enrolled in the Williamson Act was the San Joaquin Valley region, with 4.1 million acres, followed by the Central Coast region, with 2.8 million acres (DOC 2022).

Agricultural Economics

This section includes a discussion of agricultural statistics in California. California leads the nation in total market value of agricultural products sold with over 70,000 farms and 24 million acres of active farm operations, including crops and livestock. According to the most recent Census of Agriculture in 2017, the total market value of agricultural products sold in California was more than \$45.1 billion, with approximately \$33.3 billion from crops and \$11.8 billion from livestock, poultry, and other animal products (NASS 2017).

Employment and Earnings

As noted, economic impacts from the Proposed Project/Proposed Action may result in changes to agricultural production and farm-level expenditures, which in turn may result in effects on the physical environment. Following is an overview of earnings by industry, which represents the income to employees and proprietors (or businesses). Evaluating how the Proposed Project/Proposed Action may affect these earnings is one way to estimate how economic impacts could result in effects on the physical environment due to changes in agricultural production and farm-level expenditures.

Based on the American Community Survey 5-year data (data collected from 2015 to 2019), statewide farm and agricultural employment was estimated at 415,545 jobs, or 2.2% of all jobs in California. Farm employment was highest in the San Joaquin Valley region, with approximately 181,037 jobs representing 44% of total statewide farm employment. The regions with the next highest numbers of farm employment were Southern California and Central Coast, respectively (U.S. Census Bureau 2019).

Table 4.2.1-2 presents compensation of employees by industry in 2016, 2018, and 2020 for California. Compensation of employees includes wages and salaries, and supplements to wages and salaries (employer contributions for pension and insurance funds and government social insurance). Farm compensation accounted for 0.4% of total statewide earnings, although other industries and sectors may have a relationship to agriculture (e.g., support activities or retail trade of agricultural products).

Table 4.2.1-2. Compensation of Employees by Industry in California

Description	Compensation of Employees by Year (thousands of dollars)		
	2016	2018	2020
Farm Compensation¹			
Farm Compensation	6,428,646	6,579,677	8,265,521
Nonfarm Compensation²			
Forestry, Fishing, and Related Activities			
Forestry and Logging	152,272	181,914	199,164
Fishing, Hunting and Trapping	46,896	45,204	39,993
Support Activities for Agriculture and Forestry ³	8,852,170	9,647,769	11,193,775
Total Nonfarm Compensation	9,051,338	9,874,887	11,432,932

Source: BEA 2021.

Notes: The estimates for 2016 are based on the 2012 North American Industry Classification System (NAICS). The estimates for 2017 forward are based on the 2017 NAICS. All dollar estimates are in thousands of current dollars (not adjusted for inflation).

¹ Farm compensation is the sum of farm wages and salaries and farm supplements to wages and salaries.

² Nonfarm compensation is the sum of wages and salaries and supplements to wages and salaries for all industries, excluding farms.

³ Agricultural support activities include establishments that perform one or more activities associated with farm operation, such as soil preparation, planting, harvesting, and management, on a contract or fee basis. Establishments that primarily perform these activities independent of the agriculture or forestry producing establishment are in this subsector.

Damages to Agriculture

From 2010 to 2019, Wildlife Services-California (WS-California) recorded over \$25.4 million of confirmed losses to agriculture from wildlife damage (WS-California 2021). Approximately \$7.73 million of that damage was to livestock and rangeland. These damages come from predation of livestock by species such as coyotes and mountain lions, and damage to agricultural crops from species such as feral swine, black bears, and avian species. Confirmed losses are verified by WS-California specialists during a site visit and do not reflect actual damages, which are higher than those reported by WS-California. In reality, only a fraction of losses are reported by WS-California, and there is limited data available for Counties that do not maintain a Cooperative Service Agreement with WS-California.

Forest Land

According to the U.S. Forest Service (USFS), California contains the third largest area of forest land in the nation, with approximately 32 million acres of forest land. Table 4.2.1-3 summarizes forestry resources in the state in 2012 from the USFS 10-Year Forest Inventory and Analysis Report (2006–2015) (USFS 2020).

Table 4.2.1-3. Forestry Resources in California (2012)

Total Area (thousand acres)	Total Forest Land (thousand acres)	Timberland		
		Area	Net Volume Timber (million square feet)	Total Above Ground Biomass (million dry tons)
99,699	32,057	16,991	71,791	1,396

Source: USFS 2020.

4.2.1.2 Relevant Laws, Policies, and Ordinances

Relevant laws, policies, ordinances, plans, and executive orders related to agricultural resources are located in Appendix B.

4.2.1.3 Adverse Effects/Thresholds of Significance

Under the National Environmental Policy Act (NEPA), the level of an effect must consider the context and intensity of the environmental effect and if the corresponding impact results in an adverse effect. For the purposes of the analysis, an adverse effect under NEPA would occur if the Proposed Project/Proposed Action would:

Directly, indirectly, or cumulatively result in adverse effects on agricultural and forestry resources.

The significance criteria used to evaluate the project impacts to agricultural resources are based on Appendix G of the CEQA Guidelines and USDA-APHIS Implementing NEPA Procedures (7 CFR Part 372), and consideration of the Proposed Project/Proposed Action's objectives and purpose and need. According to Appendix G of the CEQA Guidelines, a significant impact related to agricultural resources or forestry resources would occur if the Proposed Project/Proposed Action would:

1. Convert Prime Farmland, Unique Farmland, or Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Project of the California Resources Agency, to non-agricultural use.
2. Conflict with existing zoning for agricultural use, or a Williamson Act contract;
3. Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g));
4. Result in the loss of forest land or conversion of forest land to non-forest use; or
5. Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use.

The Proposed Project/Proposed Action would not include any changes to existing zoning designations in California, and all activities would be conducted in a manner consistent with local laws and regulations, including existing zoning for agricultural use. In addition, while components of the Proposed Project/Proposed Action could be implemented on properties that are currently under Williamson Act contracts, it would not conflict with ongoing agricultural uses. Therefore, no impact would occur related to rezoning or conflicts with existing zoning for agricultural use or forest land, timberland, or timberland zoned for Timberland Production, or Williamson Act contracts. Thus, impacts described under thresholds 2 and 3 listed above are not further analyzed or discussed in this environmental impact report/environmental impact statement (EIR/EIS).

The Proposed Project/Proposed Action does not involve permanently converting the land use of farmland or forest land. Wildlife damage management (WDM) activities are conducted on farmland, forest land, or any other unique area when requested by the landowner or land manager. WDM actions implemented are temporary and do not involve any permanent conversion of land. Rather, the implementation of WDM activities is intended to reduce wildlife damage to these lands and prevent loss or conversion of farm- and forestland to non-agricultural or non-forest use. Therefore, and as explained in more detail below, no adverse impact would occur related to the conversion of prime farmland, unique farmland, or statewide importance farmland to non-agricultural use, the loss

of forest land or conversion of forest land to non-forest use, or other changes in the existing environment which, due to their location or nature, could result in conversion of farmland to non-agricultural use.

Finally, potential impacts to agricultural economics are discussed as it relates to the Proposed Project's purpose and need. In accordance with Section 15064.7 of the CEQA Guidelines, lead agencies may develop thresholds of significance that the agency uses in the determination of the significance of environmental effects. While impacts to agricultural economics are not considered impacts to the environment under CEQA, the following threshold is included in the analysis for informational purposes:

6. Result in the loss of market value of agricultural products sold in California, agricultural employment, and agricultural income/earnings.

4.2.1.4 Impacts Analysis

This section uses the below terminology adapted from Section 4.1.4 (Impact/Effect Terminology) to describe the effects of the Proposed Project/Proposed Action on biological resources under CEQA (i.e., CEQA Conclusion) and on the ecological aspects of the human environment (i.e., natural resources and components, structures, and functioning of affected ecosystems) under NEPA (i.e., NEPA Conclusion).

CEQA Conclusions

- **No Impact:** The Proposed Project/Proposed Action would not affect the resource or topic and would not change the environmental baseline. (NI)
- **Less than Significant:** The Proposed Project/Proposed Action would not result in a substantial adverse change in the resource or topic, and no mitigation is needed. (LTS)
- **Less than Significant with Mitigation:** The Proposed Project/Proposed Action would not result in a substantial adverse change in the resource or topic if mitigation is incorporated. (LTS/M)
- **Significant and Unavoidable:** The Proposed Project/Proposed Action could result in a substantial adverse impact on the resource or topic and the impact would remain significant after application of all feasible mitigation measures. (SU)
- **Less than Cumulatively Considerable:** The impact from the Proposed Project/Proposed Action, in combination with other cumulative development effects, is not considered cumulative and significant. (LCC)
- **Cumulatively Considerable:** The impact from the Proposed Project/Proposed Action, in combination with other cumulative development effects, is considered cumulative and significant. (CC)
- **Beneficial:** The Proposed Project/Proposed Action would result in an increase in the quality of the resource. (B)

NEPA Conclusions

- **No Impact:** The Proposed Project/Proposed Action would not affect the resource or topic or ecological aspects of the human environment. (NI)
- **Not Significant:** The Proposed Project/Proposed Action would not substantially affect ecological aspects of the human environment. (NS)
- **Significant:** The Proposed Project would substantially affect ecological aspects of the human environment. (S)

Proposed Project/Proposed Action impacts associated with each of the significance criteria are discussed first, followed by discussions of cumulative impacts and a comparison of impacts under each of the Proposed Project/Proposed Action alternatives.

4.2.1.4.1 Proposed Project/Proposed Action Impacts

AG-1: Would the Proposed Project/Proposed Action convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Project of the California Resources Agency, to non-agricultural use?

The Proposed Project/Proposed Action would formalize a framework for managing wildlife that is injurious to California's agricultural industry. WDM activities would be conducted in response to requests for assistance (to address depredation and/or property damage) and in response to high-risk wildlife damage scenarios. Therefore, WDM activities may be conducted in areas designated as Farmland if assistance is requested from the landowner(s) or if there is an emergency situation in which rapid response is needed to minimize agricultural loss or property damage. Examples of wildlife damage to agricultural resources include predation of livestock from species such as coyotes and mountain lions, damage to crops from species such as feral swine and black bears, and damage to infrastructure that supports agricultural uses (e.g., levees, dams and canals). The Proposed Project/Proposed Action would include physical activities, including the deployment of trained personnel and specialized equipment, in order to address wildlife damage issues. However, these activities are intended to support existing agricultural uses and minimize the potential for agricultural loss and the conversion of Farmland that could occur in the absence of WDM activities. In addition, the footprint of any WDM activity included in the Proposed Project/Proposed Action would be conducted with the knowledge and at the request of the landowner(s). WDM activities would be limited in area, would be short-lived and/or temporary, and would not involve any permanent conversion of land, agricultural or otherwise. Therefore, no impact would occur regarding the conversion of Farmland to non-agricultural use under CEQA and NEPA.

CEQA Conclusion: No impact

NEPA Conclusion: No impact.

AG-4: Would the Proposed Project/Proposed Action result in the loss of forest land or conversion of forest land to non-forest use?

As noted previously, the WDM activities associated with the Proposed Project/Proposed Action would be implemented in response to requests for assistance (such as from the USFS) or in response to high-risk scenarios in which rapid response is needed to minimize or prevent loss from wildlife damage. An example of wildlife damage to forest land is bear damage, which typically involves the removal of bark and damage to the cambial layer of trees. As such, the Proposed Project/Proposed Action could involve implementation of control methods on forest land to protect forestry and timber resources. These activities would not involve or result in the conversion of any forest land. Rather, the implementation of these activities are intended to protect forest land and prevent loss or conversion of forest land to non-forest use. Therefore, no impact would occur under CEQA and NEPA.

CEQA Conclusion: No impact

NEPA Conclusion: No impact.

AG-5: Would the Proposed Project/Proposed Action involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use?

As discussed above, the Proposed Project/Proposed Action may include WDM activities performed on agricultural or forest land, including protected farmland. Any WDM activities would be conducted in compliance with applicable laws and regulations, with the knowledge and at the request of the landowner, limited in size, short-lived and/or temporary, and would be performed in support of existing agricultural uses and to prevent loss of agricultural or forest resources. The Proposed Project/Proposed Action would not involve changes in the existing environment that, due to their location or nature, would result in the conversion of Farmland to non-agricultural use. Therefore, no impact would occur under CEQA and NEPA.

CEQA Conclusion: *No impact.*

NEPA Conclusion: *No impact.*

AG-6: Would the Proposed Project/Proposed Action result in the loss of market value of agricultural products sold in California, agricultural employment, and agricultural income/earnings?

As stated in Section 1.3, the objective of the Proposed Project/Proposed Action is the protection of California agriculture from wildlife damage. Implementing the Proposed Project/Proposed Action's WDM activities throughout California would have no impact/beneficial impact to agricultural economics by reducing damage to agricultural products (crops, livestock, and animal products). Reducing damage and loss to agricultural products, even incrementally, would improve total market value for California agricultural products, which would preserve or improve existing agricultural employment and income/earnings for agricultural workers.

In conclusion, the Proposed Project/Proposed Action would have no significant adverse direct, indirect, or cumulative impacts on agricultural or forestry resources under CEQA and NEPA.

CEQA Conclusion: *No impact/beneficial.*

NEPA Conclusion: *No impact.*

4.2.1.4.2 Mitigation Measures

No mitigation measures are required.

4.2.1.4.3 Cumulative Impacts

The geographic scope for the evaluation of potential cumulative impacts on agricultural and forestry resources consists of all agricultural and forest lands within California. As concluded in the impact analyses above, the Proposed Project/Proposed Action would have no impact regarding the conversion of land to non-agricultural or non-forest uses and would not conflict with existing zoning for agricultural or forest lands. Implementation of the Proposed Project/Proposed Action would result in an incremental reduction in damage and loss of agricultural products, preserving or improving agricultural products, agricultural employment, and income/earnings. Given there would be no impact or an incremental beneficial impact, the Proposed Project/Proposed Action's contribution to a cumulative effect would not be considerable. No cumulative impacts are expected to occur.

CEQA Conclusion: *Less than cumulatively considerable/beneficial.*

NEPA Conclusion: *Not significant.*

4.2.1.4.4 Alternatives Impacts

AG-1: Would the Proposed Project/Proposed Action convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Project of the California Resources Agency, to non-agricultural use?

Alternative 1: No Project/Continuation of WS-California

Under Alternative 1, no new California Department of Food and Agriculture (CDFA) or County WDM would be established, and no CDFA or County-led Emergency/Rapid Response activities would occur. Under Alternative 1, WS-California personnel would continue to carry out WDM activities as described in their Cooperative Service Agreement model.

Under current conditions, WDM activities are conducted by WS-California in response to requests for assistance. These activities may be conducted in areas designated as Farmland if assistance is requested from the landowner(s). One of the main purposes of WDM is to minimize agricultural loss and the conversion of Farmland that could occur in the absence of WDM activities. These activities are limited in area, short-lived and/or temporary, and do not involve any permanent conversion of land, agricultural or otherwise. As Alternative 1 represents current conditions, there would be no impact relative to the project baseline. Under the Proposed Project/Proposed Action, the CDFA/Counties could potentially carry out operational assistance (i.e., Rapid Response activities), but these activities would be limited in scope (geographically and species specific). Thus, while Alternative 1 would not include proposed CDFA/County operational WDM activities, there would be no substantive difference in impact severity compared to the Proposed Project/Proposed Action related to the conversion of Farmland to non-agricultural use. There would be no change from the baseline condition and therefore no impact under CEQA or NEPA would occur.

CEQA Conclusion: *No impact.*

NEPA Conclusion: *No impact.*

Alternative 2: Non-Lethal Operational WDM, Except for Human/Companion Animal Health and Safety, Threatened and Endangered Species Protection, and WHM

Alternative 2 would be similar to the Proposed Project/Proposed Action; however, operational WDM would only occur in cases to protect human (including airport work) and companion animal health and safety, and for rare, threatened, and endangered (T&E) species protection. The CDFA/Counties/WS-California would not use lethal methods to respond to other WDM requests (e.g., agricultural damage, property damage, and for game species). Lethal operational WDM could be handled by other entities (including, but not limited to, tribes; the U.S. Fish and Wildlife Service; the California Department of Fish and Wildlife; and private-resource owners, managers, and their private contractors). These entities may or may not adhere to safety precautions, best management practices, or federal, state, and/or local laws. Implementation of Alternative 2 would likely increase operational WDM activities by other entities in proportion to the reduction of services previously provided by WS-California. Other entities, including private landowners, would not likely have the expertise, equipment (e.g., firearms, immobilization and euthanasia [I&E] drugs, aircraft), or authorization to carry out WDM activities like WS-California.

Because this alternative would limit the ability of CDFA, Counties, and WS-California to control wildlife damage to agriculture, there could be an increase in the potential for loss of agricultural resources and the subsequent

conversion of Farmland to non-agricultural use. However, the CDFA/Counties/WS-California would continue to provide technical assistance (for both lethal and non-lethal WDM techniques), and non-lethal operational WDM assistance in response to wildlife damage to agriculture. Impacts from Alternative 2 would be less than significant under CEQA, representing a slightly greater impact to Farmland compared to the Proposed Project/Proposed Action and no impact under NEPA.

CEQA Conclusion: *Less than significant.*

NEPA Conclusion: *No impact.*

Alternative 3. Non-Lethal Operational WDM

Alternative 3 would be similar to the Proposed Project/Proposed Action; however, only non-lethal operational WDM would be carried out by the CDFA/Counties/WS-California. Any lethal operational WDM activity would be handled by other entities. Implementation of Alternative 3 would likely increase operational WDM activities by other entities in proportion to the reduction of services previously provided by WS-California. Other entities, including private landowners, would not likely have the expertise, equipment (e.g., firearms, I&E drugs, aircraft), or authorization to carry out WDM activities like WS-California.

Similar to the discussion under Alternative 2, Alternative 3 would limit the ability of the CDFA, the Counties, and WS-California to control wildlife damage to agriculture, which may result in an increase of the potential for agricultural loss and the subsequent conversion of Farmland to non-agricultural use. While impacts from Alternative 3 would be greater compared to the Proposed Project/Proposed Action, the CDFA/Counties/WS-California would still provide technical assistance and non-lethal operational assistance, ensuring that impacts to Farmland would be less than significant under CEQA and not significant under NEPA.

CEQA Conclusion: *Less than significant.*

NEPA Conclusion: *Not significant.*

Alternative 4. Financial Reimbursement Assistance

Alternative 4 is a financial reimbursement assistance alternative. No WDM activities would be carried out by the CDFA/Counties/WS-California. All WDM would be handled by other governmental entities. Alternative 4 would likely increase operational WDM activities by other entities in proportion to the reduction of services previously provided by WS-California. Implementation of Alternative 4 is not available to WS-California, therefore NEPA based analysis and impact determination is not warranted (see Chapter 3 Section 3.8.4: Financial Reimbursement Assistance).

The addition of a financial reimbursement program would support existing eligible ranchers/livestock owners/agricultural operations, etc. with cost-share funds for infrastructure improvements and livestock protection animals to offset maintenance costs of protection animals and for purchase of non-lethal WDM devices (e.g., alarms, lights, decoys). The efficacy of a financial reimbursement program would be limited by the individual program's scope and funding (which are unknown at this time). Other entities, including private landowners, would likely not have the expertise, equipment (e.g., firearms, I&E drugs, aircraft), or authorization to carry out WDM like WS-California, and it is likely that calls for service would go unaddressed, resulting in a greater impact compared to the Proposed Project/Proposed Action. However, this is speculative and this alternative would still not result in the direct loss of Farmland or conversion of Farmland. As such, impacts would be considered less than significant under CEQA.

CEQA Conclusion: *Less than significant.*

Alternative 5. No Project/Cessation of WS-California

Alternative 5 would be a complete cessation of WDM activities by WS-California and would not include any new WDM activities by the CDFA or the Counties. WDM activities could still be implemented by other agencies and entities; however, these groups would need a substantial amount of time, potentially years, to establish the resources, staff, and training required to provide the same level of WDM currently offered to California agricultural producers. During this transitional time, California agricultural producers could experience economic and revenue losses from crop damage and predation (see Section 1.5, NEPA Purpose and Need, of this EIR/EIS). Not all producers suffer losses; however, for those producers that do, those losses can be economically difficult and burdensome, and may cause small producers that are affected to experience years of negative profits (Bodenchuk et al. 2000; Shelton 2004). Rashford et al. (2010) further state that predation can reduce ranch profitability by increasing livestock death loss, reducing livestock weaning weights, and increasing ranch labor and management costs. Without effective methods of reducing predation and crop damage, such as those currently provided by WS-California, loss of market value of agricultural products sold in California, agricultural employment, and agricultural income/earnings could be significant under NEPA until replacement WDM mechanisms are in place. Additionally, other agencies and entities may or may not adhere to safety precautions, best management practices, or federal, state, and/or local laws. Alternative 5 would likely increase WDM activities by other entities in proportion to the reduction of services previously provided by WS-California. Other entities, including private landowners, would not likely have the expertise, equipment (e.g., firearms, I&E drugs, aircraft), or authorization to carry out WDM activities like WS-California, and it is likely that calls for service would go unaddressed.

Resource or land managers/owners requesting WDM assistance would be referred to other entities. This alternative would place the immediate burden of WDM on the resource owner, other governmental agencies, private businesses and/or private individuals. The absence of WDM activities provided by WS-California, CDFA, or county wildlife specialists would increase the risk of wildlife damage to agricultural products. In the absence of technical and operational WDM assistance by WS-California and the CDFA, wildlife damage to agriculture could result in a substantial loss of market value and subsequently agricultural employment/earnings. However, the quantification of the corresponding market value or agricultural employment/earning is speculative. Historical data demonstrates a continued need for the program. Due to the absence of a CDFA program and cessation of WS-California, no feasible mitigation could be implemented by the lead agencies that would address this impact. Therefore, impacts under Alternative 5 would be significant and unavoidable under CEQA and significant under NEPA.

CEQA Conclusion: *Significant and unavoidable.*

NEPA Conclusion: Significant.

AG-4: Would the Proposed Project/Proposed Action result in the loss of forest land or conversion of forest land to non-forest use?

Alternative 1: No Project/Continuation of WS-California

As previously discussed, WS-California WDM activities under Alternative 1 would continue to be implemented in response to requests for assistance (such as from the USFS) to minimize or prevent loss from wildlife damage. Alternative 1 could involve implementation of control methods on forest land to protect forestry and timber resources. These activities would not involve or result in the conversion of any forest land. Rather, the implementation of these activities would be intended to protect forest land and prevent loss or conversion of forest land to non-forest use. As Alternative 1 represents current conditions, there would be no impact relative to the

project baseline. Alternative 1 would not include the proposed CDFA or County Emergency/Rapid Response activities; however, those activities are not anticipated to occur regularly on forest lands, would be limited to emergency or high-risk wildlife damage situations, and would not require the conversion of forest land. Therefore, Alternative 1 would be similar to the Proposed Project/Proposed Action regarding impact to loss or conversion of forest land. There would be no change from the baseline condition and therefore no impact under CEQA or NEPA would occur.

CEQA Conclusion: *No impact.*

NEPA Conclusion: *No impact.*

Alternative 2: Non-Lethal Operational WDM, Except for Human/Companion Animal Health and Safety, Threatened and Endangered Species Protection, and WHM

Under Alternative 2, the CDFA/Counties/WS-California lethal operational activities would only occur in cases involving human or companion animal health and safety, T&E species protection, and airport work. Lethal control would not be implemented in cases of wildlife damage to forests unless the cases involve one or more of the above topics in which lethal operational assistance would be allowed. Because this alternative would limit the ability of the CDFA, Counties, and WS-California to control wildlife damage to forest lands, there may be a slight increase in the potential for loss of forest land compared to the Proposed Project/Proposed Action. However, the CDFA/Counties/WS-California would continue to provide technical assistance (for both lethal and non-lethal techniques), and non-lethal operational assistance in response to wildlife damage to forests. While this alternative may have a slightly greater impact compared to the Proposed Project/Proposed Action, impacts would be less than significant under CEQA and not significant under NEPA.

CEQA Conclusion: *Less than significant.*

NEPA Conclusion: *Not significant.*

Alternative 3. Non-Lethal Operational WDM

Similar to the discussion under Alternative 2, Alternative 3 would limit the ability of the CDFA, the Counties, and WS-California to control wildlife damage to forest lands, which may result in an increase of the potential for loss of forest lands. This alternative may have a slightly greater impact compared to the Proposed Project/Proposed Action, but impacts would remain less than significant under CEQA and not significant under NEPA.

CEQA Conclusion: *Less than significant.*

NEPA Conclusion: *Not significant.*

Alternative 4. Financial Reimbursement Assistance

Under Alternative 4, no WDM activities would be carried out by the CDFA/Counties/WS-California. All WDM would be handled by other entities. Alternative 4 would likely increase operational WDM activities by other entities in proportion to the reduction of services previously provided by WS-California. Implementation of Alternative 4 is not available to WS-California, therefore NEPA based analysis and impact determination is not warranted (see Chapter 3 Section 3.8.4: Financial Reimbursement Assistance).

Financial reimbursement would allow landowners to recoup their losses and/or implement methods to control wildlife damage to forest land (e.g., fencing, livestock protection animals, scare devices). As discussed previously, the efficacy of a financial reimbursement program would be limited by the individual program's scope and funding (which are unknown at this time). However, Alternative 4 would still not result in the direct loss of forest lands or conversion of forest land to non-forest use. While there may be greater impacts compared to the Proposed Project/Proposed Action, this quantification of impacts is speculative and this alternative would not involve any physical development or physical activities that would be substantially more intense than existing conditions. As such, the impacts from this alternative would also be less than significant under CEQA.

CEQA Conclusion: *Less than significant.*

Alternative 5. No Project/Cessation of WS-California

Alternative 5 would be a complete cessation of WDM activities by WS-California and would not include any new WDM activities by the CDFA or the Counties. WDM activities would still be implemented by other agencies and entities. Alternative 5 would mean any WDM activities would be handled by other entities, who may or may not adhere to safety precautions, best management practices, or federal, state, and/or local laws. Alternative 5 would likely increase WDM activities by other entities in proportion to the reduction of services previously provided by WS-California. Other entities, including private landowners, would not likely have the expertise, equipment (e.g., firearms, I&E drugs, aircraft), or authorization to carry out WDM activities like WS-California, and it is likely that calls for service would go unaddressed.

The absence of WDM activities performed by WS-California and CDFA (including technical and operational assistance) would potentially increase the risk of forest loss from wildlife damage compared to the Proposed Project/Proposed Action. However, the quantification of an increase in impacts to agricultural resources is speculative and while potentially more severe than the Proposed Project/Proposed Action and other alternatives, Alternative 5 would still not result in the direct loss of forest lands or conversion of forest land to non-forest use and would be not significant. This alternative, similar to the Proposed Project/Proposed Action and the remaining alternatives, would not involve any physical development or physical activities that would be substantially more intense than existing conditions. As such, the impacts from this alternative would also be less than significant under CEQA and not significant under NEPA.

CEQA Conclusion: *Less than significant.*

NEPA Conclusion: *Not significant.*

AG-5: Would the Proposed Project/Proposed Action involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use?

Alternative 1: No Project/Continuation of WS-California

Consistent with current conditions, any WDM activities under Alternative 1 would be conducted in compliance with applicable laws and regulations at the request of the landowner, would be limited in size, short-lived and/or temporary, and would be performed in support of existing agricultural uses and to prevent loss of agricultural or forest resources. Alternative 1 would not involve changes in the existing environment which due to their location or nature, would result in the conversion of Farmland to non-agricultural use. Therefore, there would be no impact

under Alternative 1, similar to the Proposed Project/Proposed Action. There would be no change from the baseline condition and therefore no impact under CEQA or NEPA would occur.

CEQA Conclusion: *No impact.*

NEPA Conclusion: *No impact.*

Alternative 2: Non-Lethal Operational WDM, Except for Human/Companion Animal Health and Safety, Threatened and Endangered Species Protection, and WHM

As previously discussed, this alternative would limit the ability of the CDFA, the Counties, and WS-California to perform lethal control methods for wildlife damage to agriculture, which may result in a slight increase in the potential for loss of Farmland compared to the Proposed Project/Proposed Action. However, the CDFA/Counties/WS-California would continue to provide technical assistance (for both lethal and non-lethal techniques), and non-lethal operational assistance in response to wildlife damage, and no activities are proposed that would involve direct changes to Farmland. While this alternative may have a slightly greater impact compared to the Proposed Project/Proposed Action, impacts would be less than significant under CEQA and no impact under NEPA.

CEQA Conclusion: *Less than significant.*

NEPA Conclusion: *No impact.*

Alternative 3. Non-Lethal Operational WDM

Similar to the discussion above, limiting the ability of the CDFA, the Counties, and WS-California to perform non-lethal control methods may result in a slight increase in the potential for loss of Farmland compared to the Proposed Project/Proposed Action. However, continued technical assistance and non-lethal operational assistance would still be available, and there would be no direct changes to Farmland as part of Alternative 3. Under this alternative, impacts would be less than significant under CEQA and no impact under NEPA.

CEQA Conclusion: *Less than significant.*

NEPA Conclusion: *No impact.*

Alternative 4. Financial Reimbursement Assistance

Under Alternative 4, no WDM activities would be carried out by the CDFA/Counties/WS-California. All WDM would be handled by other entities. Alternative 4 would likely increase operational WDM activities by other entities in proportion to the reduction of services previously provided by WS-California. Implementation of Alternative 4 is not available to WS-California, therefore NEPA based analysis and impact determination is not warranted (see Chapter 3 Section 3.8.4: Financial Reimbursement Assistance).

As previously discussed, financial reimbursement may allow landowners to recoup their losses and/or implement methods to control wildlife damage to Farmland. The efficacy of a financial reimbursement program would be limited by the individual program's scope and funding (which are unknown at this time). However, Alternative 4 would still not result in the direct loss of Farmland or conversion of Farmland. As such, while there may be greater impacts compared to the Proposed Project/Proposed Action, impacts would still be considered less than significant under CEQA.

CEQA Conclusion: *Less than significant.*

Alternative 5. No Project/Cessation of WS-California

Alternative 5 would be a complete cessation of WDM activities by WS-California and would not include any new WDM activities by the CDFA or the Counties. WDM activities would still be implemented by other agencies and entities. Alternative 5 would mean any WDM activities would be handled by other entities, who may or may not adhere to safety precautions, best management practices, or federal, state, and/or local laws. Alternative 5 would likely increase WDM activities by other entities in proportion to the reduction of services previously provided by WS-California. Other entities, including private landowners, would not likely have the expertise, equipment (e.g., firearms, I&E drugs, aircraft), or authorization to carry out WDM activities like WS-California, and it is likely that calls for service would go unaddressed.

The absence of WDM activities performed by WS-California and CDFA would potentially increase the risk of loss of Farmland from wildlife damage compared to the Proposed Project/Proposed Action. However, the quantification of an increase in impacts to agricultural resources is speculative and while more severe than the Proposed Project and other alternatives, would be not significant. Alternative 5 would not result in the direct loss of Farmland or conversion of Farmland to non-agricultural use. As such, the impacts from this alternative would be less than significant under CEQA and not significant under NEPA.

CEQA Conclusion: *Less than significant.*

NEPA Conclusion: *Not significant.*

AG-6: Would the Proposed Project/Proposed Action result in the loss of market value of agricultural products sold in California, agricultural employment, and agricultural income/earnings?

Alternative 1: No Project/Continuation of WS-California

Implementing the Proposed Project/Proposed Action's WDM activities throughout California would have a beneficial impact to agricultural economics by reducing wildlife damage to agricultural products such as crops and livestock. Reducing wildlife damage would preserve or improve existing agricultural employment and income/earnings for agricultural workers. Under Alternative 1, current WDM activities performed by WS-California would remain unchanged, and WS-California would continue to protect agriculture as directed by law. This alternative would not include any new CDFA- or County-provided Emergency/Rapid Response activities, which would not allow the CDFA and the Counties to further prevent detrimental impacts to California's agricultural economy. Refer to Section 3.8.1 for a description of activities proposed under Alternative 1. Continued implementation and performance of existing WDM activities would result in no impact on agricultural economics. There would be no change from the baseline condition and therefore no impact under CEQA or NEPA would occur.

CEQA Conclusion: *No impact.*

NEPA Conclusion: *No impact.*

Alternative 2: Non-Lethal Operational WDM, Except for Human/Companion Animal Health and Safety, Threatened and Endangered Species Protection, and WHM

Under Alternative 2, the CDFA/Counties/WS-California would provide technical assistance on lethal and non-lethal techniques, and/or provide non-lethal operational WDM assistance, but would not provide lethal WDM operational assistance, except for cases of human and companion animal health and safety, T&E species protection, and wildlife hazard management at airports. Refer to Section 3.8.2 for a description of activities proposed under Alternative 2. Lethal control would not be implemented in cases of wildlife damage to Farmland unless the cases involve one or more of the above topics in which lethal operational assistance would be allowed. Because this alternative would limit the ability of the CDFA, the Counties, and WS-California to manage wildlife damage to Farmland, there may be increased damage to agricultural products, market value, and agricultural employment/earnings. However, the CDFA/Counties/WS-California would provide technical assistance (for both lethal and non-lethal techniques) and non-lethal operational assistance in response to wildlife damage to Farmland. Landowners and/or land managers requesting lethal operational assistance would be referred to other entities. This alternative would place the immediate burden of lethal operational damage management on the other governmental agencies, private businesses and/or private individuals. Alternative 2 may result in greater economic loss of agricultural products sold in California due to the lack of lethal operational assistance provided by WS-California, CDFA, or county wildlife specialists in response to wildlife damage.

The lack of lethal operational assistance in response to wildlife damage may result in a slightly greater impact compared to the Proposed Project/Proposed Action, but impacts would be less than significant due to continued technical assistance and non-lethal operational assistance from WS-California and new CDFA WDM activities under CEQA and not significant under NEPA.

CEQA Conclusion: *Less than significant.*

NEPA Conclusion: *Not significant.*

Alternative 3. Non-Lethal Operational WDM

Under Alternative 3, the CDFA/Counties/WS-California would provide technical assistance on lethal and non-lethal techniques and provide only non-lethal operational WDM assistance. No lethal operational WDM assistance would be provided. Refer to Section 3.8.3 for a description of activities proposed under Alternative 3. Under Alternative 3, resource or land managers/owners requesting lethal operational assistance would be referred to other entities, including those requesting assistance for T&E species protection, human and companion animal health and safety, or wildlife hazard management at airports. This alternative would place the immediate burden of lethal operational damage management on other governmental agencies, private businesses and/or private individuals. Similar to the discussion above, limiting the ability of CDFA, Counties, and WS-California to implement WDM methods may result in a slight increase in the potential for loss of agricultural resources to wildlife damage compared to the Proposed Project/Proposed Action. However, continued technical assistance and non-lethal operational assistance would still be available, and there would be no direct changes to Farmland as part of Alternative 3. Under this alternative, impacts would be less than significant under CEQA and not significant under NEPA.

CEQA Conclusion: *Less than significant.*

NEPA Conclusion: *Not significant.*

Alternative 4. Financial Reimbursement Assistance

Under Alternative 4, participating counties or other governmental agencies could establish an assistance program or cost-sharing initiative that provides monetary compensation to affected cooperators with a focus on funding improved protection from damaging wildlife. This alternative would not include technical assistance or operational assistance provided by WS-California, the CDFA, or county wildlife specialists. Implementation of Alternative 4 is not available to WS-California or the CDFA. Refer to Section 3.8.4 for a description of activities proposed under Alternative 4.

Alternative 4 is a financial reimbursement assistance alternative to fund nonlethal WDM methods, such as fencing, guard animals, or scare devices. Establishing non-lethal methods over large areas of agricultural land would be expensive to implement and an assistance program may not have the appropriate funds to meet all requests for assistance. This may result in an increase in the potential for loss of agricultural resources to wildlife damage. Resource or land managers/owners requesting operational assistance would be referred to other entities. This alternative would place the immediate burden of operational damage management on the resource owner/manager, other governmental agencies, private businesses and/or private individuals.

There is no potential for a direct adverse impact from WS-California or CDFA actions because implementation of this alternative is not available to WS-California or the CDFA at this time. County-provided reimbursement assistance programs under Alternative 4 could protect agricultural resources and be beneficial to the market value of agricultural products sold in California, agricultural employment, and agricultural income/earnings. However, the efficacy of a financial reimbursement program would be limited by the individual program's scope and funding (which are unknown at this time). Still, Alternative 4 is not anticipated to result in the direct loss of market value of agricultural products. As such, while impacts may be greater than the Proposed Project/Proposed Action, it is anticipated that impacts would be less than significant under CEQA.

CEQA Conclusion: *Less than significant.*

Alternative 5. No Project/Cessation of WS-California

Alternative 5 would be a complete cessation of WDM activities by WS-California and would not include any new WDM activities by the CDFA or the Counties. WDM activities would still be implemented by other agencies and entities. Alternative 5 would mean any WDM activities would be handled by other entities, who may or may not adhere to safety precautions, best management practices, or federal, state, and/or local laws. Alternative 5 would likely increase WDM activities by other entities in proportion to the reduction of services previously provided by WS-California. Other entities, including private landowners, would not likely have the expertise, equipment (e.g., firearms, I&E drugs, aircraft), or authorization to carry out WDM activities like WS-California, and it is likely that calls for service would go unaddressed.

Resource or land managers/owners requesting WDM assistance would be referred to other entities. This alternative would place the immediate burden of WDM on the resource owner, other governmental agencies, private businesses and/or private individuals. The absence of WDM activities provided by WS-California, CDFA, or county wildlife specialists would increase the risk of wildlife damage to agricultural products. In the absence of technical and operational WDM assistance by WS-California and the CDFA, wildlife damage to agriculture could result in a substantial loss of market value and subsequently agricultural employment/earnings. However, the quantification of the corresponding market value or agricultural employment/earning is speculative. Historical data demonstrates a continued need for the program. Due to the absence of a CDFA program and cessation of WS-California, no

feasible mitigation could be implemented by the lead agencies that would address this impact. Therefore, impacts under Alternative 5 would be significant and unavoidable under CEQA and significant under NEPA.

CEQA Conclusion: *Significant and unavoidable.*

NEPA Conclusion: *Significant.*

4.2.1.4.5 Alternatives Impacts - Cumulative

Implementation of Alternatives 1, 2, 3, and 4, in combination with past, present, and reasonably foreseeable future development, would not result in cumulatively considerable impacts related to agricultural or forestry resources. As previously described, the absence of certain components of CDFA-, WS-California-, and County-provided WDM in Alternatives 1–3 may result in a slight increase in the potential for loss of agricultural resources and market value compared to the Proposed Project/Proposed Action. However, continued technical assistance and/or non-lethal operational assistance would still be available, ensuring that there would be less-than-significant project-level impacts and no cumulatively considerable contribution to cumulative impacts. Under Alternative 4, the efficacy of a financial reimbursement program would be limited by the individual program’s scope and funding (which are unknown at this time), but this would also not be anticipated to have a cumulatively considerable impact.

Under Alternative 5, there would be a cessation of WDM activities by WS-California and no new WDM by the CDFA or the Counties. This would place additional burdens on resource owners, other governmental agencies, private businesses and/or private individuals, and may lead to increased wildlife damage to agricultural products. This would be considered a cumulatively considerable impact.

Impact Conclusions for thresholds 1, 4, and 5

CEQA Conclusion (Alternatives 1–4): *Less than cumulatively considerable/beneficial.*

CEQA Conclusion (Alternative 5): *Less than cumulatively considerable.*

NEPA Conclusion (Alternatives 1 – 3): *Not Significant*

NEPA Conclusion (Alternative 5): *Not Significant.*

Impact Conclusions for threshold 6

CEQA Conclusion (Alternatives 1–4): *Less than cumulatively considerable/beneficial.*

CEQA Conclusion (Alternative 5): *Cumulatively considerable.*

NEPA Conclusion (Alternatives 1 – 3): *Not Significant*

NEPA Conclusion (Alternative 5): *Significant.*

4.2.1.5 References

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SOURCE: CA Dept. of Conservation 2016



FIGURE 4.2.1-1

California Important Farmlands

California Wildlife Damage Management EIR/I

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4.2.2 Biological Resources

This section provides a general overview of existing biological resources in the State of California and evaluates potential impacts of the Proposed Project/Proposed Action and its alternatives, and identifies mitigation measures related to implementation of the Proposed Project/Proposed Action. The Wildlife Damage Management (WDM) Project Biological Technical Report (BTR) (Appendix D of this environmental impact report [EIR]/environmental impact statement [EIS]) provides additional technical details on wildlife species and methods used to estimate impacts on their populations at the state and county level, and serves as the primary source for relevant topics in this analysis.

This section does not address topics outside the scope of evaluating impacts on plant, fish, and wildlife populations, their habitat, and other resources such as wetlands and vegetation communities. For example, the ethics and humaneness of the capture and removal of individual animals are human values that are beyond the scope of this section and are discussed in Chapter 5. Similarly, potential impacts of the Proposed Project/Proposed Action on the health and safety of humans and their companion animals, as well as on tribal cultural resources, are outside the scope of this analysis and are discussed in Sections 4.2.5 and 4.2.3, respectively.

4.2.2.1 Existing Conditions

Details on existing conditions relevant to biological resources are provided in the BTR (Appendix D).

The target mammal species identified in Table 4.2.2-1 were analyzed individually to determine Proposed Project/Proposed Action effects on populations at both a county and state level.

Table 4.2.2-1. Target Mammal Species with Expanded Analysis

Category	Common Name	Scientific Name
Carnivores	black bear	<i>Ursus americanus</i>
	bobcat	<i>Lynx rufus</i>
	coyote	<i>Canis latrans</i>
	gray fox	<i>Urocyon cinereoargenteus</i>
	red fox	<i>Vulpes vulpes</i>
	long-tailed weasel	<i>Mustela frenata</i>
	American mink	<i>Mustela vison</i>
	raccoon	<i>Procyon lotor</i>
	river otter	<i>Lontra canadensis</i>
	western spotted skunk	<i>Spilogale gracilis</i>
	striped skunk	<i>Mephitis mephitis</i>
	mountain lion ^a	<i>Puma concolor</i>
Rodents/Lagomorphs	North American beaver	<i>Castor canadensis</i>
	North American porcupine	<i>Erethizon dorsatum</i>
	yellow-bellied marmot	<i>Marmota flaviventris</i>
	big-eared woodrat	<i>Neotoma macrotis</i>
	dusky-footed woodrat	<i>Neotoma fuscipes</i>
	black-tailed jackrabbit	<i>Lepus californicus</i>
	desert cottontail rabbit	<i>Sylvilagus audubonii</i>

Table 4.2.2-1. Target Mammal Species with Expanded Analysis

Category	Common Name	Scientific Name
	brush rabbit	<i>Sylvilagus bachmani</i>
	California ground squirrel	<i>Otospermophilus beecheyi</i>
	western gray squirrel	<i>Sciurus griseus</i>
	deer mouse	<i>Peromyscus maniculatus</i>
Ungulates	mule deer	<i>Odocoileus hemionus</i>
Special-Status Species	American badger	<i>Taxidea taxus</i>
	mountain lion ^a	<i>Puma concolor</i>
	ringtail	<i>Bassariscus astutus</i>

^a Mountain lion is considered both special-status and non-special-status depending on the population locality as it is a candidate for listing under the California Endangered Species Act in only some counties. It is discussed in both contexts within this document.

The target bird species analyzed in this report are identified in Table 4.2.2-2.

Table 4.2.2-2. Target Bird Species with Expanded Analysis

Category	Species Common Name	Species Scientific Name
Corvids	American crow	<i>Corvus brachyrhynchos</i>
	common raven	<i>Corvus corax</i>
	California scrub-jay	<i>Aphelocoma californica</i>
Raptors	ferruginous hawk	<i>Buteo regalis</i>
	red-tailed hawk	<i>Buteo jamaicensis</i>
	barn owl	<i>Tyto alba</i>
	peregrine falcon	<i>Falco peregrinus anatum</i>
Granivores	Brewer's blackbird	<i>Euphagus cyanocephalus</i>
	red-winged blackbird	<i>Agelaius phoeniceus</i>
	yellow-headed blackbird	<i>Xanthocephalus xanthocephalus</i>
Waterfowl	Canada goose	<i>Branta canadensis</i>
Water-Associated Non-Game Birds	California gull	<i>Larus californicus</i>
	black-crowned night heron	<i>Nycticorax nycticorax</i>
	California brown pelican	<i>Pelecanus occidentalis californicus</i>
Insectivores	acorn woodpecker	<i>Melanerpes formicivorus</i>
	northern flicker	<i>Colaptes auratus</i>
Special-Status Species ^a	tricolored blackbird	<i>Agelaius tricolor</i>
	sandhill crane	<i>Antigone canadensis</i>
	bald eagle	<i>Haliaeetus leucocephalus</i>
	golden eagle	<i>Aquila chrysaetos</i>
	Swainson's hawk	<i>Buteo swainsoni</i>
	white-tailed kite	<i>Elanus leucurus</i>
	northern harrier	<i>Circus hudsonius</i>
	western snowy plover	<i>Charadrius nivosus nivosus</i>
	California least tern	<i>Sternula antillarum browni</i>

^a Peregrine falcon (*Falco peregrinus anatum*) and California brown pelican (*Pelecanus occidentalis californicus*) were removed from California Fully Protected status pursuant to California Senate Bill 147 (July 10, 2023).

4.2.2.2 Relevant Laws, Policies, and Ordinances

Relevant laws, policies, ordinances, plans, and executive orders related to biological resources are located in Appendix B.

4.2.2.3 Adverse Effects/Thresholds of Significance

The following significance thresholds are used to evaluate the impacts of the Proposed Project/Proposed Action and its alternative on biological resources. These thresholds are based on Appendix G of the California Environmental Quality Act (CEQA) Guidelines (thresholds 1–6) and NEPA (40 CFR 1508.1[g][4]) (threshold 7). For purposes of this analysis, an impact is considered significant if it would:

1. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service.
2. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service.
3. Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means.
4. Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites.
5. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance.
6. Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan.
7. Cause a substantial adverse effect to populations of non-special status wildlife or plant species, especially if those effects could result in substantial ecosystem changes.

4.2.2.4 Impacts Analysis

This section discusses the potential impacts and effects of the Proposed Project/Proposed Action and its alternatives on biological resources based on the above significance criteria. The BTR (Appendix D) analyzes in detail the potential effects of ongoing WDM activities on target species populations in California and whether the continuation of these activities could cause population effects at a statewide or county level, as applicable. The BTR provides the bulk of the rationale supporting the target species analyses under significance criteria 1 and 7 and also informs analysis under other significance criteria.

This section uses the below terminology adapted from Section 4.1.4, Impact/Effect Terminology, to describe the effects of the Proposed Project/Proposed Action on biological resources under CEQA (i.e., CEQA Conclusion) and on the ecological aspects of the human environment (i.e., natural resources and components, structures, and functioning of affected ecosystems) under NEPA (NEPA Conclusion).

CEQA Conclusions

- **No Impact:** The Proposed Project/Proposed Action or its alternative would not affect the resource or topic and would not change the environmental baseline. (NI)
- **Less than Significant:** The Proposed Project/Proposed Action or its alternative would not result in a substantial adverse change in the resource or topic, and no mitigation is needed. (LTS)
- **Less than Significant with Mitigation:** The Proposed Project/Proposed Action or its alternative would not result in a substantial adverse change in the resource or topic if mitigation is incorporated. (LTS/M)
- **Significant and Unavoidable:** The Proposed Project/Proposed Action or its alternative could result in a substantial adverse impact on the resource or topic and the impact would remain significant after application of all feasible mitigation measures. (SU)
- **Less than Cumulatively Considerable:** The impact from the Proposed Project/Proposed Action or its alternative, in combination with other cumulative development effects, is not considered significant. (LCC)
- **Cumulatively Considerable:** The impact from the Proposed Project/Proposed Action or its alternative, in combination with other cumulative development effects, is considered significant. (CC)
- **Beneficial:** The Proposed Project/Proposed Action or its alternative would result in an increase in the quality of the resource. (B)

NEPA Conclusions

- **No Impact:** The Proposed Project/Proposed Action would not affect ecological aspects of the human environment. (NI)
- **Not Significant:** The Proposed Project/Proposed Action or its alternative would not substantially affect ecological aspects of the human environment. (NS)
- **Significant:** The Proposed Project/Proposed Action or its alternative would substantially affect ecological aspects of the human environment. (S)

Impacts associated with each of the significance criteria are discussed for the Proposed Project/Proposed Action first, followed by discussions of cumulative impacts and a comparison of impacts under each of the alternatives.

4.2.2.4.1 Proposed Project/Proposed Action Impacts

This section focuses on analyzing potential impacts of the Proposed Project/Proposed Action based on the significance thresholds in Section 4.2.2.2. As noted earlier, it does not analyze the following topics, which are addressed in other sections of the EIR/EIS:

- Agricultural and Forestry Resources (Section 4.2.1)
- Tribal Cultural Resources (Section 4.2.3)
- Hazards and Hazardous Materials (Section 4.2.4)
- Human/Companion Animal Health and Safety (Section 4.2.5)
- Noise (Section 4.2.6)
- Humaneness and Ethics (Chapter 5)

Effects on target special-status and non-special-status mammal and bird species are analyzed for each species under significance thresholds 1 and 7, respectively. Both non-lethal and lethal WDM activities are discussed, but quantitative analyses are based on lethal take only to determine potential effects on species populations. The quantities of non-lethal WDM activities do not necessarily indicate the existence or intensity of an effect on target or non-target species, and it makes greater sense to discuss those effects in a qualitative manner. Further, since the data do not distinguish between individuals, the totals of non-lethal WDM activities likely include duplicate recordings of the same individual. Future WDM take of target species under the Proposed Project/Proposed Action is assumed to be similar to baseline levels on average; however, due to annual variations in WDM, some years might have higher take than others. The analysis of potential effects considers the 99% upper confidence interval for lethal take to ensure effects are not underestimated.

Additional details on population estimate methodology and assumptions for target mammal species are provided in Appendices C1–C29 of the BTR (Appendix D). County-level effects analyses for bird species were not conducted for two reasons: (1) county-level data for bird populations generally does not exist and cannot be reliably estimated, and (2) bird species’ range and seasonal movements make such estimates not especially meaningful. In an effort to avoid minimizing any potential impacts in this analysis, the lowest population estimates calculated in these appendices was used to assess the significance of potential impacts on target species populations.

BIO-1: Would the Proposed Project/Proposed Action have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?

This section discusses the effects of the Proposed Project/Proposed Action on special-status target species taken intentionally and unintentionally. Special-status species are defined as those that are federally or state listed or that receive special protections as candidates for listing under FESA and/or CESA, vertebrates designated as state Fully Protected species, and state Species of Special Concern (SSC). Beneficial effects are described first, followed by adverse effects on special-status target wildlife species and a general discussion of potential effects on special-status plant species.

WS-California works in collaboration with the U.S. Fish and Wildlife Service (USFWS), California Department of Fish and Wildlife (CDFW), conservation organizations, and other land/resource managers to protect threatened and endangered (T&E) wildlife and plants from the effects of predation, invasive species, and disease. WDM activities benefit several special-status species by removing target species that would otherwise prey upon them. The species listed in Table 4.2.2-3 are intended beneficiaries of WS-California WDM.

Table 4.2.2-3. Threatened and Endangered Bird, Reptile, and Mammal Species Intended as Beneficiaries of WS-California Activities (2010-2019)

Species Protected	Federal/State Status	Counties Involved
Salt marsh harvest mouse (<i>Reithrodontomys raviventris</i>)	Endangered/Endangered, FP	Solano, Marin, Contra Costa, Alameda, Santa Clara, San Mateo
Sierra Nevada bighorn sheep (<i>Ovis canadensis sierrae</i>)	Endangered/Endangered, FP	Inyo, Mono
California Ridgway’s rail (<i>Rallus obsoletus obsoletus</i>)	Endangered/Endangered, FP	Solano, Contra Costa, Alameda, Santa Clara, San Mateo, Marin
Light-footed Ridgway’s rail	Endangered/Endangered, FP	Ventura, San Diego

Table 4.2.2-3. Threatened and Endangered Bird, Reptile, and Mammal Species Intended as Beneficiaries of WS-California Activities (2010-2019)

Species Protected	Federal/State Status	Counties Involved
<i>(Rallus obsoletus levipes)</i>		
Western snowy plover <i>(Charadrius nivosus nivosus)</i>	Threatened/SSC	Marin, Alameda, Contra Costa, Santa Clara, San Mateo, Monterey, Santa Cruz, San Luis Obispo, Santa Barbara, Ventura, San Diego
California least tern <i>(Sternula antillarum browni)</i>	Endangered/Endangered, FP	Alameda, Contra Costa, San Luis Obispo, Ventura, San Diego
California condor <i>(Gymnogyps californianus)</i>	Endangered/Endangered, FP	Kern
Marbled murrelet <i>(Brachyramphus marmoratus)</i>	Threatened/Endangered	Santa Cruz
Desert tortoise <i>(Gopherus agassizii)</i>	Threatened/Threatened	Kern, San Bernardino, Riverside, Los Angeles

Notes: FP = Fully Protected; SSC = Species of Special Concern.

Other special-status species that could benefit from removal of target species by the Proposed Project/Proposed Action include a wide variety of species ranging from smaller species such as kangaroo rats (*Dipodomys* sp.), arroyo toads (*Anaxyrus californicus*), Mohave ground squirrel (*Xerospermophilus mohavensis*), and Tehachapi slender salamanders (*Batrachoseps stebbinsi*), to medium-sized carnivores such as San Joaquin kit fox (*Vulpes macrotis mutica*) and bird species such as burrowing owl (*Athene cunicularia*).

Table 4.2.2-4 summarizes the California population estimates for the special-status target bird and mammal species. Potential Proposed Project/Proposed Action impacts on each of these species are discussed below.

Table 4.2.2-4. Special-Status Bird and Mammal Species Population Estimates

Species Name	Common Name	Special-Status ¹	California Population Estimate ²
<i>Agelaius tricolor</i>	Tricolored blackbird	State Threatened	210,042
<i>Antigone canadensis tabida</i>	Sandhill crane	State Threatened, Fully Protected	41,788
<i>Haliaeetus leucocephalus</i>	Bald eagle	State Endangered, Fully Protected	10,953
<i>Aquila chrysaetos</i>	Golden eagle	Fully Protected	3,801
<i>Buteo swainsoni</i>	Swainson's hawk	State Threatened	44,000
<i>Elanus leucurus</i>	White-tailed kite	Fully Protected	9,700
<i>Circus hudsonius</i>	Northern harrier	Species of Special Concern	24,000
<i>Charadrius nivosus nivosus</i>	Western snowy plover	Federally Threatened	1,738
<i>Sternula antillarum browni</i>	California least tern	Federally and State Endangered, Fully Protected	8,190
<i>Puma concolor</i>	Mountain lion	State Candidate	2,530
<i>Bassariscus astutus</i>	Ringtail	Fully Protected	389,236

Table 4.2.2-4. Special-Status Bird and Mammal Species Population Estimates

Species Name	Common Name	Special-Status ¹	California Population Estimate ²
<i>Taxidea taxus</i>	American badger	Species of Special Concern	74,683
<i>Xerospermophilus mohavensis</i>	Mohave ground squirrel	State Threatened	468 ³

Notes:

- ¹ Special-status species are defined in this document as those with federal or state listing status (i.e., threatened, endangered, federally proposed listed species, state and federal candidate species, fully protected species, and California species of special concern).
- ² Population estimates for special-status bird species, except for sandhill crane, Swainson's hawk, white-tailed kite, western snowy plover and California least tern, are based on USGS North American Breeding Bird Survey population estimates for the target special-status bird species within the State of California, which is based on the average of survey years 2015 through 2019. The population estimate for sandhill crane is from the Pacific Flyway Databook 2021 (Olson 2021). The population estimates for Swainson's hawk and white-tailed kite are from the Avian Conservation Assessment and Population Estimates Database (PIF 2022). The population estimate for western snowy plover is based on the 2019 totals reported for the recovery units occurring in California (USFWS 2019). The population estimate for California least tern is based on the number of breeding pairs (4,095) reported from 2017 (USFWS 2020). Population estimates for special-status mammal species are based on the species-specific population model estimates (Appendices C1–C29 to the BTR).
- ³ Population estimate for Mohave ground squirrel based on Leitner (2020).

Tricolored Blackbird

The statewide population estimate for tricolored blackbird is based on the average U.S. Geological Survey (USGS) North American Breeding Bird Survey data for survey years 2015 through 2019, which is approximately 210,042 individuals (Sauer et al. 2019). No lethal WDM by WS-California occurred during the baseline period (2010–2019) and approximately 1.84% (3,865.4 individuals) of the statewide population was dispersed annually (Appendix D, Section 3.4.1). Future WDM under the Proposed Project/Proposed Action is expected to have similar effects, including a lack of lethal WDM. Because the percentage of the statewide tricolored blackbird population affected by WDM activities on an annual basis is very low and only involves non-lethal methods, continued WDM activities under the Proposed Project/Proposed Action would have a less than significant impact under CEQA and not significant impact under NEPA on tricolored blackbird.

CEQA Conclusion: *Less than significant.*

NEPA Conclusion: *Not significant.*

Sandhill Crane

The statewide population estimate sandhill crane based on the Pacific Flyway Data Book 2021 (Olson 2021) is approximately 41,788 individuals. No lethal WDM of sandhill crane by WS-California occurred during the baseline period and approximately 1.06% (444.0 individuals) of the statewide population was dispersed annually. Because only 1.06% of the estimated population is expected to be impacted by non-lethal WDM under the Proposed Project/Proposed Action, the Proposed Project/Proposed Action would not have a significant effect on sandhill crane populations (Appendix D, Section 3.4.2). Further, given the greater populations of the unlisted lesser sandhill cranes relative to populations of the greater sandhill cranes, it is highly likely that some or many of the individuals subject to WDM were lesser sandhill cranes, rather than the listed greater sandhill crane. Continued WDM activities under the Proposed Project/Proposed Action would have a less than significant impact under CEQA and not significant impact under NEPA on Sandhill Crane.

CEQA Conclusion: *Less than significant.*

NEPA Conclusion: *Not significant.*

Bald Eagle

The statewide population estimate for bald eagle based on the average USGS North American Breeding Bird Survey data for survey years 2015 through 2019 is approximately 10,953 individuals (Sauer et al. 2019). No lethal WDM of bald eagle by WS-California occurred during the baseline period and approximately 0.06% (6.8 individuals) of the statewide population was dispersed annually (Appendix D, Section 3.4.3). This species is protected under the Bald and Golden Eagle Protection Act, requiring any entity seeking to “pursue, shoot, shoot at, poison, wound, kill, capture, trap, collect, molest or disturb” the species to obtain a permit from USFWS.¹ Because the percentage of the statewide bald eagle population affected by WDM activities on an annual basis is very low and has historically been entirely non-lethal, future WDM activities under the Proposed Project/Proposed Action would have a less than significant impact under CEQA and a not significant impact under NEPA on bald eagle populations.

CEQA Conclusion: *Less than significant.*

NEPA Conclusion: *Not significant.*

Golden Eagle

The statewide population estimate for golden eagle based on the average USGS North American Breeding Bird Survey data for survey years 2015 through 2019 is approximately 3,801 individuals (Sauer et al. 2019). No lethal WDM of golden eagle by WS-California occurred during the baseline period and approximately 1.40% (53.4 individuals) of the statewide population was dispersed, freed from traps, or transferred to another agency’s custody annually (Appendix D, Section 3.4.3). This species is protected under the Bald and Golden Eagle Protection Act, requiring any entity seeking to “pursue, shoot, shoot at, poison, wound, kill, capture, trap, collect, molest or disturb” the species to obtain a permit from USFWS. Because only 1.40% of the estimated population is expected to be impacted by non-lethal WDM under the Proposed Project/Proposed Action. Because the percentage of the statewide golden eagle population affected by WDM on an annual basis is very low and has historically been entirely non-lethal, future WDM activities under the Proposed Project/Proposed Action would have a less than significant impact under CEQA and a not significant impact under NEPA on golden eagle populations.

CEQA Conclusion: *Less than significant.*

NEPA Conclusion: *Not significant.*

Swainson’s Hawk

The statewide population estimate for Swainson’s hawk based on the Avian Conservation Assessment and Population Estimates Database (PIF 2022) is approximately 44,000 individuals. Less than 0.01% (3.1 individuals) of the statewide population was lethally taken annually during the baseline period, and all lethal take of this species

¹ The Bald and Golden Eagle Protection Act defines “take” as “pursue, shoot, shoot at, poison, wound, kill, capture, trap, collect, molest or disturb.” Regulations further define “disturb” as “to agitate or bother a bald or golden eagle to a degree that causes, or is likely to cause, based on the best scientific information available, 1) injury to an eagle, 2) a decrease in its productivity, by substantially interfering with normal breeding, feeding, or sheltering behavior, or 3) nest abandonment, by substantially interfering with normal breeding, feeding, or sheltering behavior” (50 CFR 22.6).

was by WS-California at airports. The BTR (Appendix D, Section 3.4.7) analysis also recognizes that some years may have lethal WDM that exceeds the annual average, and estimates the highest potential lethal take that may occur in a single year as 17 individuals. Even if that number of Swainson's hawks were taken in the future under the Proposed Project/Proposed Action, which is unlikely in most years, it would represent 0.04% of the statewide population. Approximately 1.1% (493.5 individuals) of the statewide population is expected to be dispersed annually by WS-California and other entities. Because the percentage of the statewide Swainson's hawk population affected by lethal WDM on an annual basis has historically been very low (99% of WDM for Swainson's hawk was non-lethal WDM), future WDM activities under the Proposed Project/Proposed Action would have a less than significant impact under CEQA and a not significant impact under NEPA on Swainson's hawk populations.

CEQA Conclusion: *Less than significant.*

NEPA Conclusion: *Not significant.*

White-Tailed Kite

The statewide population estimate for white-tailed kite based on the Avian Conservation Assessment and Population Estimates Database (PIF 2022) is approximately 9,700 individuals. Under previous WS-California efforts, on average approximately 115.1 individuals per year (approximately 1.2% of the statewide population) was affected by WDM. Non-lethal WDM consisting of dispersing or relocating white-tailed kites accounted for >99.99% (114.7 individuals per year) and lethal take accounted for <0.01% (0.4 individuals per year) of white-tailed kite WDM by WS-California. All lethal WDM of white-tailed kite was conducted at airports in three counties (Alameda, Los Angeles, and Yuba). The BTR (Appendix D, Section 3.4.8) analysis also recognizes that some years may have lethal WDM that exceeds the annual average, and estimates the highest potential lethal take that may occur in a single year as 4 individuals. Even if that number of white-tailed kites were taken in the future under the Proposed Project/Proposed Action, which is unlikely in most years, it would represent 0.04% of the statewide population. Because the percentage of the statewide white-tailed kite population affected by WDM activities on an annual basis has historically been very low and because 99% of WDM are non-lethal, future WDM under the Proposed Project/Proposed Action would not have a significant effect on white-tailed kite populations. If lethal WDM of this species were to occur in the future, it would likely be at an airport where it is taken to address imminent threats to human health and safety. However, in nearly all cases including airports the species would be subject to non-lethal WDM. To address the potential for impacts under CEQA to this Fully Protected species, Mitigation Measure (MM)-BIO-1 shall be implemented (see Section 4.2.2.4.2, Mitigation Measures). With implementation of MM-BIO-1, impacts would be less than significant with mitigation under CEQA and not significant under NEPA as these measures are already incorporated into WS-California's WDM.

CEQA Conclusion: *Less than significant with mitigation*

NEPA Conclusion: *Not significant.*

Northern Harrier

The statewide population estimate for Northern harrier based on the Avian Conservation Assessment and Population Estimates Database (PIF 2022) is approximately 24,000 individuals. Under previous WS-California efforts, approximately 282.0 northern harrier individuals were affected by WDM activities annually. Of those, non-lethal activities consisting of dispersing, relocating or transferring to another agency's custody accounted for approximately 98% of the WDM, or 275.8 individuals, and lethal activities accounted for approximately 2%, or 5.9 individuals per year. Estimated lethal WDM by individuals or entities other than WS-California totaled approximately

1.9 individuals per year, or <0.01% of the statewide population. Therefore, approximately 0.03% (7.8 individuals) of the statewide population was lethally taken annually (i.e., MIS data and non-MIS estimates). The BTR (Appendix D, Section 3.4.6) analysis also recognizes that some years may have lethal WDM that exceeds the annual average, and estimates the highest potential lethal take that may occur in a single year as 24 individuals. Even if that number of northern harriers were taken in the future under the Proposed Project/Proposed Action, which is unlikely in most years, it would represent 0.1% of the statewide population. Because the percentage of the statewide northern harrier population affected by lethal WDM on an annual basis would be very low, continued WDM under the Proposed Project/Proposed Action would a less than significant impact under CEQA and a not significant impact under NEPA on northern harrier populations.

CEQA Conclusion: *Less than significant.*

NEPA Conclusion: *Not significant.*

Western Snowy Plover

The statewide population estimate for western snowy plover based on the average USGS North American Breeding Bird Survey data for survey years 2015 through 2019 is approximately 1,738 individuals (Sauer et al. 2019). During the 10-year baseline, an average of 0.1 individuals were dispersed from an airport in one county: San Diego. Therefore, approximately 0.01% (0.1 individuals) of the statewide population was affected by non-lethal WDM activities annually. However, no lethal WDM was conducted for western snowy plover. Because the percentage of the statewide western snowy plover population affected by WDM on an annual basis would be very low and due to the type of activities conducted (i.e., non-lethal WDM), continued WDM activities under the Proposed Project/Proposed Action would a less than significant impact under CEQA and a not significant impact under NEPA on western snowy plover populations.

CEQA Conclusion: *Less than significant.*

NEPA Conclusion: *Not significant.*

California Least Tern

The statewide population estimate for California least tern based on the average USGS North American Breeding Bird Survey data for survey years 2015 through 2019 is approximately 8,190 individuals (Sauer et al. 2019). During the 10-year baseline, an average of 32.7 individuals (0.40% of the statewide population) were dispersed from airports in one county (San Diego). However, no lethal WDM was conducted for California least tern. Because the percentage of the statewide California least tern population affected by WDM on an annual basis is very low and due to the type of activities conducted (i.e., non-lethal WDM), continued WDM activities under the Proposed Project/Proposed Action would have a less than significant impact under CEQA and a not significant impact under NEPA on California least tern populations.

CEQA Conclusion: *Less than significant.*

NEPA Conclusion: *Not significant.*

American Badger

The statewide population estimate for American badger is 74,683 individuals, based on the CDFW habitat modeling for American badger provided in Appendix C1 of the BTR (Appendix D). During the baseline period, an average of 27.1 American badgers were killed and 0.8 individuals were freed from traps per year. The maximum lethal take of American badger considered reasonably likely in any given year is 184 badgers, which represents 0.2% of the population. This level of take would be well below the sustainable mortality threshold for this species at a statewide and county level populations. Continued WDM activities under the Proposed Project/Proposed Action would have a less than significant impact under CEQA and a not significant impact under NEPA on American badger populations.

CEQA Conclusion: *Less than significant.*

NEPA Conclusion: *Not significant.*

Mountain Lion

Mountain lion is a candidate for state-listing under CESA in 16 counties (i.e., Alameda, Contra Costa, Imperial, Los Angeles, Monterey, Orange, Riverside, San Benito, San Bernardino, San Diego, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, and Ventura). The population estimate for mountain lion in those counties is approximately 1,454 individuals, based on the distribution and occurrence modeling for mountain lion provided in Appendix C27 of Appendix D. Approximately 1.91% (13.0 individuals) of the special-status population was lethally taken annually.

Two scenarios for mountain lion were evaluated in the BTR (Appendix D): (1) the species does become listed under CESA, and (2) the species does not become listed under CESA. In Scenario 1, lethal take of mountain lion under the Proposed Project/Proposed Action would not be conducted by the CDFA or the counties in the candidate counties; however, WS-California might occasionally lethally take a mountain lion if they determine it to be a threat to federally listed species or human health and safety and they receive approval from an authority (e.g., sheriff). Additionally, in Scenario 1, future WDM for mountain lion under the Proposed Project/Proposed Action would be the same for non-candidate counties as elsewhere in the state as described in Threshold BIO-7 (pp. 4.2.2-25 and 4.2.2-26). Scenario 1 (i.e., the mountain lion is listed under CESA in candidate counties) is analyzed below and the analysis conclusion for Scenario 2 (i.e., the mountain lion is not listed) is presented in Threshold BIO-7. Under Scenario 1, the Proposed Project/Proposed Action Maximum Lethal Take Estimate across all the 16 candidate counties would be 1.6 mountain lions per year (0.11% of the combined candidate county mountain lion population), or less than 0.1 mountain lion per year per candidate county (i.e., less than one mountain lion in 10 years; 0.05% to 0.67% of the county populations). Under Scenario 2, the total Proposed Project/Proposed Action Maximum Lethal Take Estimate for the 16 candidate counties would be 11.4 mountain lions (0.77% of the candidate county mountain lion population), ranging from 0 to 1.6 mountain lions per year by county (0 to 1.43% of the county mountain lion populations).

This analysis assumes that lethal WDM of mountain lions would be half or less as compared to activities occurring in the baseline period and that lethal WDM of mountain lion under the Proposed Project/Proposed Action would only occur with a CDFW depredation permit or if lethal removal is required for public safety. This assumption reflects recent changes in how CDFW issues depredation permits for mountain lion as set forth in CDFW Policy 2017-07, which requires a stepwise approach whereby only non-lethal depredation permits are issued for mountain lion until it can be demonstrated non-lethal WDM is not sufficient. In the event that mountain lion is listed under CESA, lethal

WDM of mountain lion in those counties where the species is listed would be even further restricted as compared to baseline conditions. Regardless of the scenario that applies, measures would be implemented to ensure effects on the candidate species would be minimized to the extent feasible consistent with CDFW guidance and standards for issuance of depredation permits and impacts would be not significant under NEPA as these measures are already incorporated into WS-California's WDM. However, because the Proposed Project/Proposed Action under Scenario 1 includes intentional take of a CESA candidate species, it is considered significant and unavoidable under CEQA even after implementation of MM-BIO-7 (see Section 4.2.2.4.2). However, in the event that the mountain lion is not state-listed, this impact conclusion would not apply and impacts to mountain lion would be as described for the non-special-status mountain lion populations under Threshold BIO-7.

CEQA Conclusion: *Significant and unavoidable (if listed).*

NEPA Conclusion: *Not significant.*

Ringtail

The statewide modeled population estimate for ringtail is approximately 389,236 individuals, based on the distribution and occurrence modeling for ringtail provided in Appendix C27 of Appendix D. During the 10-year baseline period, an average of 0.6 ringtails were freed from traps, 0.5 individuals were relocated, and 0.1 individual underwent a transfer of custody to another agency per year. The statewide ringtail population was not affected by lethal WDM activities annually. Because ringtail was not subject to lethal WDM during the baseline period, continuation of existing WDM under the Proposed Project/Proposed Action would not result in substantial effects to ringtail populations at the state-scale or county-scale. However, because of its State Fully Protected status, MM-BIO-1 shall be implemented (see Section 4.2.2.4.2) to ensure impacts remain less than significant under CEQA. Impacts would be not significant under NEPA as these measures are already incorporated into WS-California's WDM.

CEQA Conclusion: *Less than significant with mitigation.*

NEPA Conclusion: *Not significant.*

Special-Status Plants

Although WDM activities generally have no effect on special-status plant species, there would be minor potential for some effect in the event these plants grow where WDM activities are conducted. Additionally, many special-status plants look similar to other plants in their respective families or genera and are only identifiable during the limited flowering stage, and therefore can be difficult to correctly identify to determine effects. However, wildlife specialists are expected to understand potential impacts to special-status plant species and WS-California wildlife specialists are required to be aware of the federally listed species that occur in their area of work. Most activities involve no ground disturbance, and if there is some disturbance, soil disturbance from activities is minor (e.g., a wildlife specialist may clear a site of ground litter to make a space for a cage trap). WDM activities are pre-planned and are site-specific, enhancing the ability of wildlife specialists to avoid special-status plants or areas where they are more likely to occur.

Despite all such efforts, it is anticipated that some minor ground or plant disturbance may occasionally occur. MM-BIO-3 (see Section 4.2.2.4.2) would be implemented to minimize unnecessary disturbance of habitat, which would minimize potential for take of special-status plants and ensure impacts are less than significant under CEQA. Impacts would be not significant under NEPA as these measures are already incorporated into WS-California's WDM.

CEQA Conclusion: *Less than significant with mitigation.*

NEPA Conclusion: *Not significant.*

BIO-2: Would the Proposed Project/Proposed Action have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?

This section discusses the effects of the Proposed Project/Proposed Action on riparian habitat or other natural communities designated as sensitive by CDFW (2022). Proposed Project/Proposed Action activities would be conducted across the entire state in many different vegetation communities. The WDM services that would continue to be provided to requestors under the Proposed Project/Proposed Action could cause minor ground disturbance from off-road vehicle use or minor vegetation removal for placement of traps, but these direct impacts would be temporary and are typically planned to avoid sensitive habitats. Therefore, the following discussion focuses on potential indirect effects of WDM activities on vegetation communities.

If WDM were to substantially reduce beaver populations at a local level, stream hydrology and associated riparian habitat could potentially be affected. Fewer in-stream wetlands would be created, which would reduce riparian habitat quality for species such as salmon (Pollock et al. 2004), turtles, amphibians, and songbirds (Dalbeck et al. 2020; Stringer and Gaywood 2016; Willby et al. 2018). Because beaver dams reduce water flows and create conditions for the growth of aquatic vegetation, their removal could reduce biofiltration and cause adverse effects on downstream water quality. Finally, removal of beaver dams could cause greater incision of stream channels and erosion of shorelines due to increased water velocity. However, as described in Section 3.2.12 of the BTR (Appendix D), the percentage of the statewide beaver population taken by lethal WDM activities on an annual basis would be low (no more than 1,829 individuals, 1.1% of the statewide population), and due to the expansive range of this species throughout the state, continued WDM activities would not substantially affect beaver populations at a state level. Furthermore, most lethal removal of beaver in California is to minimize damage to levees and other water management systems in urban, suburban, or agricultural areas (USDA 2022), limiting the potential to disrupt high-quality riparian habitat. At the local level, lethal take of beaver does not exceed identified thresholds that could cause significant impacts to populations of beaver (Refer to Section 3.2.12 of the BTR and Threshold BIO-7 of the EIR/EIS). Finally, these levels of lethal and non-lethal WDM of beaver would be the same as under baseline conditions, resulting in a less than significant impact under CEQA and a not significant impact under NEPA.

Grazing ungulates such as mule deer can affect the structure of vegetation communities through herbivory. As described in Section 3.2.23 of the BTR (Appendix D), an average of less than 0.01% of the statewide mule deer population has historically been lethally taken annually. Lethal and non-lethal WDM of mule deer would be the same as under baseline conditions and Alternative 1, resulting in a less than significant impact under CEQA and a not significant impact under NEPA.

CEQA Conclusion: *Less than significant.*

NEPA Conclusion: *Not significant.*

BIO-3: Would the Proposed Project/Proposed Action have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?

WS-California and county wildlife specialists are not authorized to, nor do they, conduct activities such as land development, construction, or soil vegetation removal. Minor disturbance of vegetation communities from off-road vehicle use or placement of traps would be temporary and sited outside of state and federally protected wetlands when feasible. Non-lethal WDM of beaver would affect a very small proportion of the total statewide populations and would therefore not substantially interfere with the current ecosystem services provided by these species related to state and federally protected wetlands. Therefore, the Proposed Project/Proposed Action would not have a substantial adverse effect on state or federally protected wetlands as defined by Section 404 of the Clean Water Act, the Porter-Cologne Water Quality Control Act, or Section 1602 of the California Fish and Game Code through direct removal, filling, hydrological interruption, or other means. MM-BIO-3 (Section 4.2.2.3.2) would ensure that WDM activities under the Proposed Project/Proposed Action avoid wetlands to the extent feasible and would reduce the impact under CEQA to less than significant with mitigation, and impacts would be not significant under NEPA as these measures are already incorporated into WS-California's WDM.

CEQA Conclusion: *Less than significant with mitigation.*

NEPA Conclusion: *Not significant.*

BIO-4: Would the Proposed Project/Proposed Action interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?

Barrier fencing is typically used to prevent access to areas containing infrastructure (including road structures and bridges) and valued property such as, gardens, fishponds, trees, orchards, dwellings, livestock or poultry pens, as well as for T&E species protection (Appendix C, WDM Methods, of this EIR/EIS). Selection of a barrier system depends on the wildlife species being excluded, expected duration of damage, size of the area or facility to be excluded, compatibility of the barrier with other operations (e.g., feeding, cleaning, harvesting, recreational activity), possible damage from severe weather, and effect on site aesthetics. The barrier system also depends on the resource being protected and its value. Systems can range from relatively simple systems such as metal flashing and hardware cloth to highly complex mesh and grid systems and electric fencing. Barrier systems can initially be very costly to erect and expensive to maintain, but can provide a long-term, highly effective solution to some damage problems.

Electric fencing could be used to alleviate damage caused by wildlife. The application of electrified fencing would generally be limited to site-specific application where predation is occurring in a very limited geographic scale. Limits of this application arise where there are multiple landowners along a wetland, pond, or lake, the size of the area is relatively large, or where the area is in proximity to bodies of water. Predator exclusion through judicious use and placement of electric fences and other barriers, as well as by trapping efforts, have reduced losses of adults, eggs, and/or young (USFWS 1985a). While electric fencing may be effective in repelling predators in some urban settings, its use is often prohibited in many municipalities for human safety reasons. Problems that typically reduce the effectiveness of electric fences include vegetation on fence, flight capable birds, fencing knocked down by other animals (e.g., white-tailed deer and dogs), and poor or intermittent power sources.

Drift fencing acts as a vertical barrier that blocks the movement of animals across the landscape. There are multiple variations dependent on habitat and target species; however, WS-California typically uses plastic mesh attached to

wooden stakes driven into the ground. Drift fencing typically guides animals toward a pitfall bucket, funnel trap, or other capture device. Drift fencing is effective at aiding in capturing snakes. Drift fencing could be used on the outside of a colony or nest area to intercept reptilian predators attempting to access the area.

As noted above, small-scale fencing can be used by WS-California and other wildlife specialists in response to a request for assistance. Large-scale fence installation of the type that could interfere with wildlife movement (e.g., extending more than 1,000 linear feet) is typically done by private entities or land managers rather than as a WS-California action. Similarly, CDFA personnel or county wildlife specialists conducting WDM under the Proposed Project/Proposed Action would likely only provide technical assistance related to fencing and installation would be a private activity or conducted by others. MM-BIO-4 would ensure that the Proposed Project/Proposed Action would minimize the installation of fencing that could substantially inhibit movement of native wildlife through migratory corridors. Therefore, effects on wildlife movement related to the Proposed Project/Proposed Action would be less than significant with mitigation under CEQA. Impacts would be not significant under NEPA as these measures are already incorporated into WS-California's WDM.

Some WDM activities generate noise that could disturb non-target wildlife. Both lethal (i.e., discharge of firearms) and non-lethal (i.e., distress/predator calls, propane exploders/cannons, and pyrotechnics) activities generate intermittent and sudden sounds that could be perceived as a threat by non-target wildlife (Francis and Barber 2013). If conducted near active nest sites, such disturbance could cause breeding birds to abandon eggs or recently hatched young, resulting in decreased survival and reproduction. Noise generated from low-level flights and gunshots during aerial operations to remove coyotes or feral pigs could disturb non-target wildlife co-occurring in the same area. The likelihood of such impacts would increase when such noises are frequent and occur over many days, leading to "chronic exposure" to noise disturbance. However, these activities are infrequent, of short duration, and occur in a small proportion of the total geographic area involved. WS-California aerial operations only occur on a small fraction of the total land area in the state and therefore have limited potential to impact non-target wildlife. WS-California also does not work continuously throughout the year on these properties, and generally spends only a few hours or days on any specific property resolving wildlife damage issues. During the 2010–2019 baseline period, WS-California flew an average of 45 hours per year of aerial operations. Therefore, these activities are not expected to result in chronic exposure of non-target wildlife to noise disturbance. Moreover, after reviewing available literature on the impacts of aircraft noise on wildlife, WS-Colorado (USDA-APHIS 2018) concluded that most bird and mammal species are relatively tolerant of aircraft overflights. Even then, many wildlife species become habituated to frequent overflights.

Noise from WDM activities is also unlikely to disturb non-target wildlife to the extent that it would result in population declines. While there is widespread acknowledgment that noise and other "sensory pollutants" (e.g., artificial light, chemical agents) from human activities can impact the behavior, physiology, and fitness of individual animals, there is a lack of clear evidence that such impacts lead to population declines and extinction risk (Dominoni et al. 2020). Therefore, noise effects of the Proposed Project/Proposed Action on wildlife nursery sites would not be substantial. Additional analyses on the potential impacts of noise are provided in Section 4.2.6 of the EIR/EIS. Mitigation to reduce noise as described in Section 4.2.6 (MM-NOISE-1 through MM-NOISE-16) would ensure that noise impacts on wildlife species are less than significant under CEQA. Impacts related to noise would be not significant under NEPA as these measures are already incorporated into WS-California's WDM.

CEQA Conclusion: *Less than significant with mitigation.*

NEPA Conclusion: *Not significant.*

BIO-5: Would the Proposed Project/Proposed Action conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

The Proposed Project/Proposed Action would not result in removal of trees. WDM under the Proposed Project/Proposed Action would be in response to a local request, and the entity conducting WDM (WS-California, Counties) would verify through the requesting entity that all local policies and ordinances are being complied with, as directed by MM-BIO-5. Implementation of MM-BIO-5 (Section 4.2.2.4.2) would ensure that WDM activities under the Proposed Project/Proposed Action follow local policies and ordinances and would reduce the impacts under CEQA to less than significant with mitigation. No impact would occur under NEPA as these measures are already incorporated into WS-California's WDM and directives.

CEQA Conclusion: *Less than significant with mitigation.*

NEPA Conclusion: *No impact.*

BIO-6: Would the Proposed Project/Proposed Action conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?

Habitat Conservation Plans (HCPs) and other approved local, regional, and state conservation plans are in place throughout California. WDM activities could be a part of an approved conservation plan, depending on target species. For example, WDM activities can include damage management of ravens to protect desert tortoise or western snowy plover, or removal of feral pigs for overall habitat quality. Any potential conflicts with HCPs, Natural Community Conservation Plans, or other approved conservation plans related to WDM activities would be determined by the entity conducting WDM (e.g., WS-California, Counties) on a project level when relying on this EIR/EIS according to the requirements of MM-BIO-6.

WS-California would also continue to work within Special Designation Areas (SDAs)(Chapter 2). WDM in SDAs ranges from no activity to seasonal predator damage management activities, based upon requests for assistance from the federal entities managing the SDA (e.g., BLM, USFS). While requests for service in SDAs occur on an infrequent basis, the potential exists that WS-California may be requested to work in any type of land class or SDA, as described in Section 4.2.2.1. When responding to a request, WS-California would be guided by all applicable laws, APHIS policies, memoranda of understanding, regulations, management plans, and land management agency policies. WS-California coordinates all activities in SDAs with the appropriate land management agencies in Annual Work Plans. By complying with these laws, plans, and policies, WDM activities are conducted in a manner that avoids and/or minimizes adverse effects within SDAs. For example, WS-California work in Wilderness Areas (WAs) can be conducted only after the land management agency determines the work to be consistent with (a) the Wilderness Act, (b) each area's wilderness management plan, (c) the land management agency's wilderness management policies, (d) each area's individual wilderness legislation (which might contain special provisions applicable only to that particular wilderness area), and (e) Integrated Wildlife Damage Management memoranda of understanding between APHIS and the wilderness management agency. Proposed activities in Wilderness Study Areas (WSAs) must be determined to be consistent with BLM policy and management plans, in which WSAs are managed to preserve wilderness characteristics so as not to impair their suitability for possible future wilderness designations.

The Proposed Project/Proposed Action includes continuation of WDM activities that are part of the baseline condition and would also occur under Alternative 1. It is likely that the improved tracking by CDFA under the Proposed Project/Proposed Action would provide a beneficial effect to consistency with the provisions of these plans as compared to existing conditions. Any potential for conflict would be further reduced by the implementation

of MM-BIO-6, as noted above, resulting in a less than significant impact with mitigation under CEQA. No impact would occur under NEPA as these measures are already incorporated into WS-California's WDM and directives.

CEQA Conclusion: *Less than significant with mitigation.*

NEPA Conclusion: *No impact.*

BIO-7: Would the Proposed Project/Proposed Action cause a substantial adverse effect to populations of non-special status wildlife or plant species, especially if those effects could result in substantial ecosystem changes?

The impact discussion below describes the potential impacts of the Proposed Project/Proposed Action on each target species population.

Effects to Non-Special-Status Plants and Vegetation Communities

WDM under the Proposed Project/Proposed Action does not include habitat management. Ungulates such as mule deer can influence vegetation communities by browsing and seed distribution, and general habitat connectivity by blazing trails through dense habitat. Removing ungulates could result in localized shifts in vegetation communities; however, the level of lethal WDM of mule deer would be very low statewide (<0.01% of statewide population) and on a county-level (ranging from <0.01%% to 0.09% of county populations). Based on this very low level of lethal WDM and CDFW's careful management of this species through tracking and adjusting legal hunting levels, Proposed Project/Proposed Action WDM of mule deer is expected to have less than significant impacts under CEQA and not significant impacts under NEPA on vegetation communities or non-special-status plants.

CEQA Conclusion: *Less than significant.*

NEPA Conclusion: *Not significant.*

Effects to Non-Special-Status Fish and Invertebrate Species

If WDM activities were to substantially reduce beaver populations at a local level, stream habitat and hydrology could potentially be affected. Fewer in-stream wetlands would be created, which would reduce habitat capacity for species such as salmon (Pollock et al. 2004), other fish, and invertebrates (Brazier et al. 2021). Because water movement is slowed by beaver dams and exposure time to aquatic vegetation is increased, beaver dams can improve downstream water quality. Removal of beaver dams through physical removal or lethal WDM of beavers could cause reduced biofiltration and adverse effects on downstream water quality (Dewey et al. 2022). Finally, removal of beaver dams could cause greater incision of stream channels and erosion of shorelines due to increased downstream water velocity. However, as discussed under "Effects to Non-Special-Status Wildlife" below, lethal take of beavers under the Proposed Project/Proposed Action is expected to be low statewide (0.33% of the statewide population), and generally low on a county level (ranging from 0.02% to 10.4% of county populations under a maximum scenario, with only Sacramento and Yolo counties exceeding 5%). Based on this generally low level of lethal beaver WDM, which are below sustainable mortality thresholds, the Proposed Project/Proposed Action is expected to have less than significant impacts under CEQA and not significant impacts under NEPA on non-special-status fish and invertebrate species.

CEQA Conclusion: *Less than significant.*

NEPA Conclusion: *Not significant.*

Effects to Non-Special-Status Wildlife Species

Effects on each of the analyzed non-special-status target wildlife species are discussed below.

Non-Special-Status Mammal Species

Black Bear

The statewide modeled population estimate for black bear is approximately 20,446 individuals. The total Proposed Project/Proposed Action Maximum Lethal Take Estimate is 298 black bears taken annually, which represents 1.5% of the population (Appendix D). The Proposed Project/Proposed Action Maximum Lethal Take Estimate by county ranges from 0% (several counties) to 1.8% (38 individuals of 2,062 estimated county population; Siskiyou County). These numbers represent the highest take expected under the Proposed Project/Proposed Action in any year. The Proposed Project/Proposed Action is not expected to reach this level of take in most years. As described in the BTR, the sustainable mortality threshold for black bear used in this analysis is 14.2% of the total population (Appendix D).

Black bear is considered an omnivorous apex predator (Prugh et al. 2009) with wide ranging effects on food webs (Levi et al. 2020). Predators, particularly apex predators, can have a pronounced impact on biodiversity and ecosystem resilience (Estes et al. 2011). Furthermore, high species diversity of apex predators, mesopredators, and prey species in an ecosystem can make mesopredator release less likely to occur (Brashares et al. 2010). Harvest of large apex carnivores such as black bears can cause changes to their social structure, the space use of survivors, and population growth rate (Frank et al. 2017). However, effects are complicated to predict; studies of hunted versus non-hunted populations of black bear suggested that hunted populations did not show an adverse effect on infanticide or social structure, and that elevated population density had a greater effect on these factors (Czetwertynski et al. 2007). Ecosystem-level impacts resulting from the Proposed Project/Proposed Action's lethal impacts to black bears are not anticipated due to the low percentage of black bears impacted by the Proposed Project/Proposed Action regionally and statewide. The greatest percentage of the population annually taken under the Proposed Project/Proposed Action is 1.8% in Siskiyou County, which is highly unlikely to result in ecosystem-level effects in context with other sources of mortality including hunting, roadkill, and disease (refer to Section 4.2.2.3.3).

The annual level of lethal WDM by the Proposed Project/Proposed Action (1.5% of the statewide population and 0% to 1.8% of county populations) would not exceed the sustainable harvest rate of 14.2%. Because the percentage of the statewide and county-level black bear populations taken by lethal WDM activities on an annual basis is low, and due to the expansive range of this species throughout forested areas of the state, the Proposed Project/Proposed Action would not substantially affect statewide or regional populations, and no ecosystem effects are anticipated. Therefore, the Proposed Project/Proposed Action is expected to have less than significant impacts under CEQA and not significant impacts under NEPA on black bear populations.

CEQA Conclusion: *Less than significant.*

NEPA Conclusion: *Not significant.*

Bobcat

The statewide modeled population estimate for bobcat is approximately 51,088 individuals. The total Proposed Project/Proposed Action Maximum Lethal Take Estimate is 210 bobcats taken annually, which represents 0.4% of

the population, well below the sustainable mortality threshold of 17% (Section 3.3.2 in Appendix D). The Proposed Project/Proposed Action Maximum Lethal Take Estimate in proportion to county estimated population ranges from 0% (0 individuals of 5 individuals estimated for the San Francisco County population) to 4.8% (23 individuals of 482 individuals estimated for the Sonoma County population). These numbers represent the highest take expected under the Proposed Project/Proposed Action in any year.

In general, bobcats are considered mesopredators (Prugh et al. 2009) and are known to coexist with apex predators such as mountain lions, as well as other mesopredators such as coyotes (CWHR 2022). Mesopredators can fulfill an important role in ecosystem function, structure, and dynamics (e.g., trophic cascade) (Roemer et al. 2009). In areas where apex predators such as wolves and mountain lions are no longer present, bobcats and other mesopredators can occupy much the same role as an apex predator. In such a circumstance, removal of bobcats could result in increased populations of mesopredators according to the theory of mesopredator release. High species diversity of apex predators, mesopredators, and prey species in an ecosystem can make mesopredator release less likely to occur when apex predators are removed from an ecosystem (Brashares et al. 2010). Indirect impacts to ecosystem function, structure, or dynamics resulting from the Proposed Project/Proposed Action's lethal WDM of bobcats are not anticipated due to the low percentage of bobcats impacted by the Proposed Project/Proposed Action regionally or statewide.

California Assembly Bill 1254 (2019) modified the California Fish and Game Code to limit bobcat hunting and require that any entity conducting WDM of bobcat obtain a CDFW depredation permit. Implementation of that bill may result in reduced WDM activity of the species; however, the effects are speculative at this time and future WDM take of the species is assumed to be consistent with that during the baseline period. Regardless, the annual level of lethal WDM by the Proposed Project/Proposed Action (0.4% of the statewide population and 0% to 4.8% of county populations) would not exceed the sustainable mortality threshold of 17%. Because the percentage of the statewide and county-level bobcat populations lethally taken by WDM activities on an annual basis is low, and due to the expansive range of this species throughout the state, the Proposed Project/Proposed Action would not substantially affect statewide or regional populations, and no ecosystem effects are anticipated. Therefore, the Proposed Project/Proposed Action is expected to have less than significant impacts under CEQA and not significant impacts under NEPA on bobcat populations.

CEQA Conclusion: *Less than significant.*

NEPA Conclusion: *Not significant.*

Coyote

The statewide modeled population estimate for coyote is approximately 227,394 individuals. The total Proposed Project/Proposed Action Maximum Lethal Take Estimate is 12,655 coyotes taken annually, which represents 5.6% of the population (Appendix D). The Proposed Project/Proposed Action Maximum Lethal Take Estimate in proportion to county estimated population ranges from 0.1% (3 individuals of 4,802 individuals within the estimated Trinity County population) to 25.5% (433 individuals of 1,700 individuals within the estimated Colusa County population). After Colusa County, the next highest Proposed Project/Proposed Action Maximum Lethal Take Estimate by county population is Sacramento County with 14.1% (183 individuals of 1,301 estimated county population). These numbers represent the highest take expected under the Proposed Project/Proposed Action in any year. The Proposed Project/Proposed Action is not expected to reach this level of take in most years. For the purposes of this analysis, a 50% sustainable mortality threshold was used, which is supported by the available science as described in detail in Appendix D.

Coyotes are considered mesopredators in most ecosystems but may be considered an apex predator in others where larger predators have been extirpated (e.g., wolves, mountain lions) (Crooks and Soulé 1999; Roemer et al. 2009). Mesopredators can fulfill an important role in ecosystem function, structure, and dynamics (e.g., trophic cascade) (Roemer et al. 2009). For example, coyotes can influence the abundance and distribution of other mesopredators such as raccoons, skunks, bobcats, and foxes, as well as deer activity and plant community composition (Berger et al. 2001; Waser et al. 2014). However, some studies suggest that changes to lagomorph abundance is unrelated to short-term coyote removal (Gese 2005; Henke 1995). Regardless, high species diversity of apex predators, mesopredators, and prey species in an ecosystem can make mesopredator release less likely to occur (Brashares et al. 2010). Indirect impacts to ecosystem function, structure, or dynamics resulting from the Proposed Project/Proposed Action's lethal impacts to coyotes are not anticipated due to the percentage of coyotes impacted by the Proposed Project/Proposed Action regionally and statewide being below the sustainable mortality threshold of 50%.

The annual level of lethal WDM by the Proposed Project/Proposed Action (5.6% of the statewide population and 0.1% to 25.5% of county populations) would not exceed the sustainable mortality threshold of 50%. Because the percentage of the statewide and regional coyote populations lethally taken by WDM activities on an annual basis is low, and due to the expansive range of this species throughout the state, the Proposed Project/Proposed Action would not substantially affect statewide or regional populations, and no ecosystem effects are anticipated. Therefore, the Proposed Project/Proposed Action is expected to have less than significant impacts under CEQA and not significant impacts under NEPA on coyote populations.

CEQA Conclusion: *Less than significant.*

NEPA Conclusion: *Not significant.*

Gray Fox

The statewide modeled low population estimate for gray fox is approximately 240,202 individuals. The total Proposed Project/Proposed Action Maximum Lethal Take Estimate is 411 gray foxes taken annually, which represents 0.2% of the population (Appendix D). The Proposed Project/Proposed Action Maximum Lethal Take Estimate in proportion to county estimated population ranges from 0% (several counties) to 4.4% (19 individuals of 436 estimated county population; Alameda County). These numbers represent the highest take expected under the Proposed Project/Proposed Action in any year. The Proposed Project/Proposed Action would not be expected to reach this level of take in most years. Ecosystem effects related to Proposed Project/Proposed Action lethal WDM of gray foxes are discussed in Appendix D, Section 3.2.4.2.

The annual level of lethal WDM by the Proposed Project/Proposed Action (0.2% of the statewide population and 0% to 4.4% of county populations) would not exceed the sustainable harvest rate of 20% (Section 3.2.4 of Appendix D). Because the percentage of the statewide gray fox population lethally taken by WDM activities on an annual basis is very low, and due to the expansive statewide range of this species, the Proposed Project/Proposed Action would not substantially affect statewide or regional populations. This would result in a less than significant impact under CEQA and a not significant impact under NEPA on gray fox populations.

CEQA Conclusion: *Less than significant.*

NEPA Conclusion: *Not significant.*

Sacramento Valley_Red Fox

California is home to two native red fox subspecies, the Sierra Nevada red fox (*Vulpes vulpes necator*) and the Sacramento Valley red fox (*Vulpes vulpes patwin*), as well as the non-native red fox (*Vulpes vulpes*). The non-native red fox populations are not part of the natural fauna of California and are therefore not considered in this analysis. Lethal WDM of non-native red fox does not have the potential to negatively impact native wildlife species in California.

The Sierra Nevada red fox population consists of two Distinct Population Segments (DPS); the Sierra Nevada DPS is estimated to be approximately 18 to 39 individuals (USFWS 2021) and the Southern Cascades DPS is estimated to be approximately 42 adults (USFWS 2015). While WDM activities have the potential to incidentally capture a non-target Sierra Nevada red fox of either DPS occurring within the subspecies' range (Felix, pers. comm. 2022; CDFG 2005), the subspecies is not targeted for WDM due to its protected status (State Threatened and/or Federal Endangered [86 FR 41743; CDFW 2022a]) and limitations placed on WDM methods by CDFW and USFWS within the range of this subspecies of either DPS, rendering incidental take extremely unlikely (e.g., 14 CCR 465.5, CDFG 2005; CDFW 2016; USFWS 2022). No Sierra Nevada red fox has even been taken by WS-California for WDM, and there appears to be little potential for future lethal take of Sierra Nevada red fox from WDM. However, to ensure that there is no potential for impact to this subspecies from WDM in California by CDFA or Counties, MM-BIO-7 would be implemented (refer to Section 4.2.2.3.2). Impacts under CEQA would be less than significant with mitigation. Impacts under NEPA would be not significant as these measures are already incorporated into WS-California's WDM.

The Sacramento Valley subspecies currently has no legal protection under state or federal law, and therefore WDM activities do not distinguish between the Sacramento Valley red fox and the non-native species (CDFW 2022a). The genetic effective population size of the Sacramento Valley red fox is estimated to be between 50 and 80 breeding individuals and evidence suggests that the population is declining (Sacks et al. 2010a; Sacks et al. 2010b). Based on the CDFW habitat modeling for red fox, the estimated population size for the counties where the Sacramento Valley red fox could occur (i.e., Shasta, Tehama, Glenn, Butte, Colusa, Sutter, Solano, and Yolo) is 228 individuals. However, this population estimate may include both Sacramento Valley red fox individuals and non-native red fox individuals since there is known geographical overlap between the non-native and native subspecies. To conservatively estimate the Sacramento Valley red fox populations, non-native red fox home range and density estimates are not used in the Sacramento Valley red fox population calculation (See Appendix C6 of the BTR).

The total Proposed Project/Proposed Action Maximum Lethal Take Estimate is 9 red foxes taken annually within the range of the Sacramento Valley red fox, which represents 4.0% of the Sacramento Valley red fox population (Appendix D). The Proposed Project/Proposed Action Maximum Lethal Take Estimate in proportion to county estimated population ranges from 0% (several counties) to 13.5% (5 of 37 individuals estimated in the Colusa County population). These numbers represent the highest take expected within the range of the Sacramento Valley red fox under the Proposed Project/Proposed Action in any year. The Proposed Project/Proposed Action would not be expected to reach this level of take in most years.

Red foxes are considered mesopredators (Prugh et al. 2009) and are known to coexist with other mesopredators such as gray foxes, kit foxes, and coyotes in lowland California (CWHR 2022). Mesopredators can fulfill an important role in ecosystem function, structure, and dynamics (e.g., trophic cascade) (Roemer et al. 2009). For example, high species diversity of apex predators, mesopredators, and prey species in an ecosystem can make mesopredator release less likely to occur (Brashares et al. 2010). Indirect impacts to ecosystem function, structure, or dynamics resulting from the Proposed Project/Proposed Action's lethal WDM to Sacramento Valley red foxes are not

anticipated due to the percentage of Sacramento Valley red foxes impacted by the Proposed Project/Proposed Action regionally, statewide, and cumulatively is below the sustainable mortality threshold of 25%.

The annual level of lethal WDM within the range of the Sacramento Valley red fox by the Proposed Project/Proposed Action (4.0% of the statewide population and 0% to 13.5% of county populations) would not exceed the sustainable harvest rate of 25% (Section 3.2.5 of Appendix D). Furthermore, it was assumed that all WDM take occurred to the Sacramento Valley subspecies; however, it is likely that at least some or potentially all of the foxes killed would be non-native red fox. Subspecies-level identification, which requires genetic analysis, was not conducted. Because the percentage of the red fox population annually lethally taken within the range of the Sacramento Valley red fox by WDM activities within the counties in which it occurs is low, the Proposed Project/Proposed Action would not substantially affect statewide or countywide populations, and no ecosystem-level effects are anticipated. This would result in a less than significant impact under CEQA and a not significant impact under NEPA on Sacramento Valley red fox populations.

CEQA Conclusion: *Less than significant with mitigation.*

NEPA Conclusion: *Not significant.*

Long-Tailed Weasel

The statewide modeled low population estimate for long-tailed weasel is 95,685 individuals. The total Proposed Project/Proposed Action Maximum Lethal Take Estimate is 71 long-tailed weasels taken annually, which represents 0.07% of the population (Appendix D). The Proposed Project/Proposed Action Maximum Lethal Take Estimate in proportion to county estimated population ranges from 0.02% (several counties) to 2.55% (1 individual of 39 estimated county population; San Francisco County). These numbers represent the highest take expected under the Proposed Project/Proposed Action in any year. The Proposed Project/Proposed Action would not be expected to reach this level of take in most years. Ecosystem effects related to Proposed Project/Proposed Action lethal WDM of long-tailed weasel are discussed in Appendix D, Section 3.2.6.2.

The annual level of lethal WDM by the Proposed Project/Proposed Action (0.07% of the statewide population and 0.02% to 2.55% of county populations) would not exceed the sustainable harvest rate of 10% (Section 3.2.6 of Appendix D). Because the percentage of the long-tailed weasel population taken by lethal WDM activities within the state and individual counties on an annual basis is low and due to the dispersed range of this species within California, the Proposed Project/Proposed Action would not substantially affect statewide or countywide populations. This would result in a less than significant impact under CEQA and a not significant impact under NEPA on long-tailed weasel populations.

CEQA Conclusion: *Less than significant.*

NEPA Conclusion: *Not significant.*

American Mink

The statewide modeled population estimate for American mink is approximately 2,383 individuals. The total Proposed Project/Proposed Action Maximum Lethal Take Estimate is 39 American mink individuals taken annually, which represents 1.64% of the population (Appendix D). The Proposed Project/Proposed Action Maximum Lethal Take Estimate in proportion to county estimated population ranges from 0% (several counties) to 12.4% (1 individual

of 8 estimated county population; Lake County). These numbers represent the highest take expected under the Proposed Project/Proposed Action in any year. The Proposed Project/Proposed Action would not be expected to reach this level of take in most years. Ecosystem effects related to Proposed Project/Proposed Action lethal WDM of American mink are discussed in Appendix D, Section 3.2.7.2.

The annual level of lethal WDM by the Proposed Project/Proposed Action (1.64% of the statewide population and 0% to 12.4% of county populations) would not exceed the sustainable harvest rate of 25% (Section 3.2.7 of Appendix D). Because the percentage of the American mink population taken by lethal WDM activities within the state and individual counties on an annual basis is low and due to the dispersed range of this species within California, the Proposed Project/Proposed Action would not substantially affect statewide or countywide populations. This would result in a less than significant impact under CEQA and a not significant impact under NEPA on American mink populations.

CEQA Conclusion: *Less than significant.*

NEPA Conclusion: *Not significant.*

Raccoon

The statewide population estimate for North American raccoon is approximately 2,557,065 individuals. The total Proposed Project/Proposed Action Maximum Lethal Take Estimate is 5,892 raccoons taken annually, which represents 0.2% of the population (Appendix D). The Proposed Project/Proposed Action Maximum Lethal Take Estimate in proportion to county estimated population ranges from 0.01% (several counties) to 1.4% (607 individuals of 43,252 estimated county population; San Luis Obispo County). These numbers represent the highest take expected under the Proposed Project/Proposed Action in any year. The Proposed Project/Proposed Action would not be expected to reach this level of take in most years. Ecosystem effects related to Proposed Project/Proposed Action lethal WDM of raccoon are discussed in Appendix D, Section 3.2.8.2.

The annual level of lethal WDM by the Proposed Project/Proposed Action (0.2% of the statewide population and 0.01% to 1.4% of county populations) would not exceed the sustainable harvest rate of 49% (Section 3.2.8 of Appendix D). Because the percentage of the raccoon population taken by lethal WDM activities within the state and individual counties on an annual basis would be very low and the species has an expansive range throughout the state, the Proposed Project/Proposed Action would not substantially affect statewide or countywide raccoon populations. This would result in a less than significant impact under CEQA and a not significant impact under NEPA on raccoon populations.

CEQA Conclusion: *Less than significant.*

NEPA Conclusion: *Not significant.*

River Otter

The statewide population estimate for river otter is approximately 896 individuals. The total Proposed Project/Proposed Action Maximum Lethal Take Estimate is 15.2 river otter taken annually, which represents 1.7% of the population (Appendix D). The Proposed Project/Proposed Action Maximum Lethal Take Estimate in proportion to county estimated population ranges from 0% (several counties) to 13.0% (0.4 individuals of 3 estimated county population; Lake County). However, the low population estimate for river otter in Lake County is only 3 individuals,

which is not consistent with local reports that include them occupying boat docks around the Clear Lake shoreline, with up to 11 otters described on a single dock.² Similarly, the low population estimate for river otter in Marin County based on the analysis presented in Appendix D using CDFW habitat suitability modeling is 0 individuals, whereas data suggests a recovering population of at least 73 individuals across 14 sites (Carroll et al. 2020). The next highest Proposed Project/Proposed Action Maximum Lethal Take Estimate by estimated county population is Yuba County with 9.2% (1.6 individuals of 17 estimated county population). These numbers represent the highest take expected under the Proposed Project/Proposed Action in any year. The Proposed Project/Proposed Action would not be expected to reach this level of take in most years.

River otters are apex predators in many aquatic systems (Lariviere and Walton 1998), preying on mollusks, crayfish, amphibians, birds, fish eggs, and small mammals including muskrats and small beavers. Removal of an apex predator can potentially affect ecosystem function, structure, and dynamics (e.g., mesopredator release, trophic cascade) (Roemer et al. 2009). However, indirect impacts to ecosystem function, structure, or dynamics resulting from the Proposed Project/Proposed Action's lethal WDM of river otter are not anticipated due to the percentage of river otters impacted by the Proposed Project/Proposed Action regionally or statewide being below the sustainable mortality threshold of 20% (Appendix D, Section 3.2.9.2).

The annual level of lethal WDM by the Proposed Project/Proposed Action (1.7% of the statewide population and 0% to 13.0% of county populations) would not exceed the sustainable harvest rate of 20% (Section 3.2.9 of Appendix D). Because the percentage of the river otter population taken by lethal WDM activities within the state and individual counties on an annual basis would be below the sustainable harvest rate, the Proposed Project/Proposed Action would not substantially affect statewide or countywide river otter populations, and no ecosystem-level effects are anticipated. This would result in a less than significant impact under CEQA and a not significant impact under NEPA on river otter populations.

CEQA Conclusion: *Less than significant.*

NEPA Conclusion: *Not significant.*

Western Spotted Skunk

The statewide population estimate for western spotted skunk is approximately 497,414 individuals. The total Proposed Project/Proposed Action Maximum Lethal Take Estimate is 63 western spotted skunks taken annually, which represents 0.01% of the population (Appendix D). The Proposed Project/Proposed Action Maximum Lethal Take Estimate in proportion to county estimated population ranges from 0% (several counties) to 0.45% (1 individual of 222 estimated county population; San Francisco County). These numbers represent the highest take expected under the Proposed Project/Proposed Action in any year; the Proposed Project/Proposed Action would not be expected to reach this level of take in most years. Ecosystem effects related to Proposed Project/Proposed Action lethal WDM of western spotted skunk are discussed in Appendix D, Section 3.2.10.2.

The annual level of lethal WDM by the Proposed Project/Proposed Action (0.01% of the statewide population and 0% to 0.45% of county populations) would not exceed the sustainable harvest rate of 10% (Section 3.2.10 of Appendix D). Because the percentage of the western spotted skunk population taken by lethal WDM activities within the state and individual counties on an annual basis would be very low, the Proposed Project/Proposed Action would not substantially affect statewide or countywide western spotted skunk populations. This would result in a

² <https://www.record-bee.com/2016/02/24/otters-a-common-sight-at-clear-lake/>

less than significant impact under CEQA and a not significant impact under NEPA on western spotted skunk populations.

CEQA Conclusion: *Less than significant.*

NEPA Conclusion: *Not significant.*

Striped Skunk

The statewide population estimate for striped skunk is approximately 1,830,939 individuals. The total Proposed Project/Proposed Action Maximum Lethal Take Estimate is 7,932 striped skunks taken annually, which represents 0.4% of the population (Appendix D). The Proposed Project/Proposed Action Maximum Lethal Take Estimate in proportion to county estimated population ranges from 0.02% (several counties) to 4.5% (757 individuals of 16,680 estimated county population; Sacramento County). These numbers represent the highest take expected under the Proposed Project/Proposed Action in any year; the Proposed Project/Proposed Action would not be expected to reach this level of take in most years. Ecosystem effects related to Proposed Project/Proposed Action lethal WDM of striped skunk are discussed in Appendix D, Section 3.2.11.2.

The annual level of lethal WDM by the Proposed Project/Proposed Action (0.4% of the statewide population and 0.02% to 4.5% of county populations) would not exceed the sustainable harvest rate of 10% (Section 3.2.11 of Appendix D). Because the percentage of the striped skunk population taken by lethal WDM activities within the state and individual counties on an annual basis would be low and due to the expansive range of this species in California, the Proposed Project/Proposed Action would not substantially affect statewide or countywide striped skunk populations. This would result in a less than significant impact under CEQA and a not significant impact under NEPA on striped skunk populations.

CEQA Conclusion: *Less than significant.*

NEPA Conclusion: *Not significant.*

Mountain Lion (Non-CESA Candidate Counties)

The statewide population estimate for mountain lion is approximately 5,062 individuals. Future WDM take of mountain lion under the Proposed Project/Proposed Action would likely be substantially lower than previous WDM take estimated above due to changes in the management of the species by CDFW (CDFW 2017, 2021). The Proposed Project/Proposed Action Maximum Lethal Take Estimate is 57 mountain lions statewide (1.1% of the population), and ranges from 0 to 5.6 per year by county (0 to 5.1% of the county populations) (Appendix D). The counties with the highest Proposed Project/Proposed Action Maximum Lethal Take Estimate by percentage of the county populations are El Dorado at 5.1% (5.6 individuals per year of 108 estimated county population) and Yuba at 3.7% (0.8 individuals per year of 21 estimated county population). These numbers represent the highest take expected under the Proposed Project/Proposed Action in any year; the Proposed Project/Proposed Action would not be expected to reach this level of take in most years.

Mountain lion densities are expected to remain stable with anthropogenic (i.e., human caused) mortality rates up to 11% and total mortality (including all sources of mortality, human-caused and natural) up to 14% (Logan 2019; Robinson et al. 2008; Cooley et al. 2009; Beausoleil et al. 2013). For the analyses in this report, this 11% threshold was used for anthropogenic mortality. Anthropogenic mortality is likely to be partially compensatory and partially additive (Robinson et

al. 2008; Cooley et al. 2009; Beausoleil et al. 2013), as suggested by the difference between the total sustainable mortality threshold (14%) and the anthropogenic mortality threshold (11%) (Beausoleil et al. 2013).

Mountain lion is considered an apex predator and a keystone species (Prugh et al. 2009). Predators, particularly apex predators, can have a pronounced impact on biodiversity and ecosystem resilience (Estes et al. 2011). Large-scale or complete removal of apex predators from an ecosystem has the potential to result in trophic cascade and mesopredator release (Ritchie and Johnson 2009; Estes et al. 2011; Miller et al. 2012; Wallach et al. 2015). Mountain lions compete with other California predators, bobcats, coyotes, black bears, and wolverines, though they prey primarily on mule deer, which limits competition with most small and medium-sized predators (CWHR 2022). They are also considered subordinate competitors to wolves and black bears (Elbroch and Kusler 2018) but can predate on coyotes (CWHR 2022). They have the ability to affect populations of some ungulates like bighorn sheep (CDFW 2022b; USFWS 2000). High species diversity of apex predators, mesopredators, and prey species in an ecosystem can make mesopredator release less likely to occur (Brashares et al. 2010). The complex social system of mountain lions responds differently to large-scale removal of individuals depending on the amount of habitat available, seasonal timing of removal, and the sex and age of the population that is removed (Logan 2019).

The annual level of lethal WDM by the Proposed Project/Proposed Action (1.1% of the statewide population and 0% to 5.1% of county populations) would be well below the anthropogenic mortality threshold of 11% (Appendix D). Indirect impacts to ecosystem-level function and structure resulting from the Proposed Project/Proposed Action's lethal impacts to mountain lion are not anticipated within counties where the species is not a CESA candidate for listing due to the low percentage of mountain lions killed by the Proposed Project/Proposed Action in those regions. Because the percentage of the mountain lion population lethally taken by Proposed Project/Proposed Action WDM activities within the state on an annual basis would be very low and due to the expansive range of this species in habitats throughout the state, the Proposed Project/Proposed Action would not substantially affect statewide or countywide populations where the species is not a CESA candidate for listing. This would result in a less than significant impact under CEQA and not significant impact under NEPA on mountain lion populations.

CEQA Conclusion: *Less than significant.*

NEPA Conclusion: *Not significant.*

North American Beaver

The statewide modeled population estimate for North American beaver is approximately 556,612 individuals. The total Proposed Project/Proposed Action Maximum Lethal Take Estimate is 1,829 North American beaver taken annually, which represents 1.1% of the population (Section 3.2.12 in Appendix D). This analysis uses a sustainable cumulative harvest level of 20% (Runge 1999), which was derived through modeling that suggested any removal below that level created space for dispersing individuals rather than causing population decline. The annual level of lethal WDM by the Proposed Project/Proposed Action (1.1% of the statewide population) would not exceed the sustainable harvest rate and would not constitute substantial effects at a statewide level.

It is important to note that the CDFW habitat model used for this analysis likely underestimates North American beaver populations in California, as WS-California has lethally taken several North American beavers during the 10-year MIS baseline outside of the suitable habitat defined by the CDFW habitat model. For example, in Sonoma County, 1.8 North American beavers were killed during WDM activities, but the county population estimate using the CDFW habitat model is 0 North American beavers. The CDFW habitat model is still the best available method for estimating North American beaver populations in California; however, North American beaver have likely expanded

out from neighboring counties into suitable habitat not captured by the model. Therefore, regional analyses will be done to examine counties with Proposed Project/Proposed Action Maximum Lethal Take Estimates greater than 20% of the county-estimated population—Sonoma and Yolo. When Proposed Project/Proposed Action Maximum Lethal Take Estimate of North American beaver is considered for Sonoma County and its adjacent counties (Marin, Napa, Lake, and Mendocino), 1.2% of North American beavers (7 individuals of 590 estimated regional population) could be taken per year during WDM activities in this region. When Proposed Project/Proposed Action Maximum Lethal Take Estimate of North American beaver is considered for Yolo County and its adjacent counties (Colusa, Sutter, Sacramento, Solano, Napa, and Lake), 11.6% of North American beavers (786 individuals of 6,795 estimated regional population) could be taken per year during WDM activities in this region. These numbers are all below the sustainable mortality threshold of 20% (Section 3.2.12 in Appendix D) and represent the highest take expected under the Proposed Project/Proposed Action in any year. The Proposed Project/Proposed Action would not be expected to reach this level of take in most years.

North American beaver is a keystone species of the aquatic ecosystem, altering the environment to create habitat for a wide variety of plants, fish, and wildlife, as well as improving water quality (Pollock et al. 2018). Beaver dams impound water, and these impoundments slow the flow of the stream and trap sediment helping create diverse and productive wetlands (Pollock et al. 2003). If WDM activities were to substantially reduce North American beaver populations at a local level, stream habitat and hydrology could be affected. Fewer in-stream wetlands would be created, which would reduce habitat capacity for species such as salmon (Pollock et al. 2004), turtles, frogs, and songbirds (Dalbeck et al. 2020; Stringer and Gaywood 2016; Willby et al. 2018). Because water movement is slowed by North American beaver dams and exposure time to aquatic vegetation is increased, removal of North American beaver dams could cause reduced biofiltration and adverse effects on downstream water quality (Pollock et al. 2004). Finally, removal of North American beaver dams could cause greater incision of stream channels, bank erosion, and transport power (Pollock et al. 2003; Pollock et al. 2004; Pollock et al. 2018). Indirect impacts to ecosystem function, structure, or dynamics resulting from the Proposed Project/Proposed Action's lethal impacts to North American beavers are not anticipated due to the percentage of North American beavers impacted by the Proposed Project/Proposed Action regionally or statewide being below the sustainable mortality threshold of 20%.

The annual level of lethal WDM by the Proposed Project/Proposed Action (1.1% of the statewide population) would not exceed the sustainable harvest rate of 20%. Lethal WDM at the regional level around Sonoma and Yolo counties (1.2% and 11.6% of regional populations, respectively) would also remain below the sustainable harvest rate. Because the percentage of the beaver population lethally taken by Proposed Project/Proposed Action WDM activities within the state on an annual basis would be low and due to the expansive range of this species throughout the state, the Proposed Project/Proposed Action would not substantially affect statewide or regional populations, and no ecosystem-level effects are anticipated. This would result in less than significant impacts under CEQA and not significant impacts under NEPA on North American beaver populations.

CEQA Conclusion: *Less than significant.*

NEPA Conclusion: *Not significant.*

North American Porcupine

The statewide modeled population estimate for North American porcupine is approximately 314,017 individuals. The total Proposed Project/Proposed Action Maximum Lethal Take Estimate is 52 porcupines taken annually, which represents 0.01% of the population (Appendix D). The Proposed Project/Proposed Action Maximum Lethal Take Estimate in proportion to county estimated population ranges from 0% (several counties) to 0.3% (1

individual of 341 estimated county population; Santa Clara County). These numbers represent the highest take expected under the Proposed Project/Proposed Action in any year; the Proposed Project/Proposed Action would not be expected to reach this level of take in most years. Ecosystem effects related to Proposed Project/Proposed Action lethal WDM of North American porcupine are discussed in Appendix D, Section 3.2.13.2.

The annual level of lethal WDM by the Proposed Project/Proposed Action (0.01% of the statewide population and 0% to 0.3% of county populations) would not exceed the sustainable harvest rate of 20% (Section 3.2.13 in Appendix D). Because the percentage of the porcupine population taken by lethal WDM activities within the state on an annual basis would be very low and due to the dispersed range of this species within mountainous California, the Proposed Project/Proposed Action would not substantially affect statewide or countywide populations. This would result in less than significant impacts under CEQA and not significant impacts under NEPA on North American porcupine populations.

CEQA Conclusion: *Less than significant.*

NEPA Conclusion: *Not significant.*

Yellow-Bellied Marmot

The statewide modeled population estimate for yellow-bellied marmot is approximately 348,034 individuals. The total Proposed Project/Proposed Action Maximum Lethal Take Estimate is 270 marmots taken annually, which represents 0.08% of the population (Appendix D). The Proposed Project/Proposed Action Maximum Lethal Take Estimate in proportion to county estimated population ranges from 0% (several counties) to 0.2% (115 individuals of 61,813 estimated county population; Lassen County). These numbers represent the highest take expected under the Proposed Project/Proposed Action in any year; the Proposed Project/Proposed Action would not be expected to reach this level of take in most years. Ecosystem effects related to Proposed Project/Proposed Action lethal WDM of yellow-bellied marmot are discussed in Appendix D, Section 3.2.14.2.

The annual level of lethal WDM by the Proposed Project/Proposed Action (0.08% of the statewide population and 0% to 0.2% of county populations) would not exceed the sustainable harvest rate of 20% (Section 3.2.14 in Appendix D). Because the percentage of the yellow-bellied marmot population taken by lethal WDM activities within the state on an annual basis would be very low, the Proposed Project/Proposed Action would not substantially affect statewide or countywide populations. This would result in less than significant impacts under CEQA and not significant impacts under NEPA on yellow-bellied marmot populations.

CEQA Conclusion: *Less than significant.*

NEPA Conclusion: *Not significant.*

Big-Eared Woodrat

The statewide modeled population estimate for big-eared woodrat is approximately 44,017,269 individuals. The total Proposed Project/Proposed Action Maximum Lethal Take Estimate is 290 big-eared woodrats taken annually, which represents less than 0.1% of the population (Appendix D). The Proposed Project/Proposed Action Maximum Lethal Take Estimate in proportion to county estimated population ranges from 0% (several counties) to 5.5% (10 individuals of 181 estimated county population; Santa Cruz County). These numbers represent the highest take expected under the Proposed Project/Proposed Action in any year; the Proposed Project/Proposed Action would not

be expected to reach this level of take in most years. Ecosystem effects related to Proposed Project/Proposed Action lethal WDM of big-eared woodrat are discussed in Appendix D, Section 3.2.15.2.

The annual level of lethal WDM by the Proposed Project/Proposed Action (less than 0.1% of the statewide population and 0% to 5.5% of county populations) would be well below the sustainable harvest rate of 60% (Section 3.2.15 in Appendix D). Because the percentage of the big-eared woodrat population taken by lethal WDM activities within the state on an annual basis would be very low and due to the expansive range of this species in woodlands and chaparral throughout the state, the Proposed Project/Proposed Action would not substantially affect statewide or countywide populations. This would result in less than significant impacts under CEQA and not significant impacts under NEPA on big-eared woodrat populations.

CEQA Conclusion: *Less than significant.*

NEPA Conclusion: *Not significant.*

Dusky-Footed Woodrat

The statewide low population estimate for dusky-footed woodrat is approximately 80,987,432 individuals. The total Proposed Project/Proposed Action Maximum Lethal Take Estimate is 410 dusky-footed woodrats taken annually, which represents less than 0.01% of the population (Appendix D). The Proposed Project/Proposed Action Maximum Lethal Take Estimate in proportion to county estimated population ranges from 0% (several counties) to 0.19% (10 individuals of 2,130 estimated county population; San Francisco County). These numbers represent the highest take expected under the Proposed Project/Proposed Action in any year; the Proposed Project/Proposed Action would not be expected to reach this level of take in most years. Ecosystem effects related to Proposed Project/Proposed Action lethal WDM of dusky-footed woodrat are discussed in Appendix D, Section 3.2.16.2.

The annual level of lethal WDM by the Proposed Project/Proposed Action (less than 0.01% of the statewide population and 0% to 0.19% of county populations) would be well below the sustainable harvest rate of 60% (Section 3.2.16 in Appendix D). Because the percentage of the dusky-footed woodrat population taken by lethal WDM activities within the state on an annual basis would be very low and due to the expansive range of this species in woodlands and chaparral throughout the state, the Proposed Project/Proposed Action would not substantially affect statewide or countywide populations. This would result in less than significant impacts under CEQA and not significant impacts under NEPA on dusky-footed woodrat populations.

CEQA Conclusion: *Less than significant.*

NEPA Conclusion: *Not significant.*

Black-Tailed Jackrabbit

The statewide population estimate for black-tailed jackrabbit is approximately 7,236,205 individuals. The total Proposed Project/Proposed Action Maximum Lethal Take Estimate is 2,587 black-tailed jackrabbits taken annually, which represents 0.04% of the population (Appendix D). The Proposed Project/Proposed Action Maximum Lethal Take Estimate in proportion to county estimated population ranges from 0% (several counties) to 1.92% (680 individuals of 35,473 estimated county population; Alameda County). These numbers represent the highest take expected under the Proposed Project/Proposed Action in any year; the Proposed Project/Proposed Action would not

be expected to reach this level of take in most years. Ecosystem effects related to Proposed Project/Proposed Action lethal WDM of black-tailed jackrabbit are discussed in Appendix D, Section 3.2.17.2.

The annual level of lethal WDM by the Proposed Project/Proposed Action (0.04% of the statewide population and 0% to 1.92% of county populations) would not exceed the sustainable harvest rate of 20% (Section 3.2.16 in Appendix D). Because the percentage of the black-tailed jackrabbit population lethally taken by WDM activities within the state on an annual basis would be very low and due to the high reproductive capacity of this species, the Proposed Project/Proposed Action would not substantially affect statewide or countywide populations. This would result in less than significant impacts under CEQA and not significant impacts under NEPA on black-eared jackrabbit populations.

CEQA Conclusion: *Less than significant.*

NEPA Conclusion: *Not significant.*

Desert Cottontail Rabbit

The statewide population estimate for desert cottontail rabbit is approximately 25,644,085 individuals. The total Proposed Project/Proposed Action Maximum Lethal Take Estimate is 68,111 desert cottontail rabbits taken annually, which represents 0.3% of the population (Appendix D). The Proposed Project/Proposed Action Maximum Lethal Take Estimate in proportion to county estimated population ranges from 0% (several counties) to 0.4% (525 individual of 120,208 estimated county population; Yuba County). These numbers represent the highest take expected under the Proposed Project/Proposed Action in any year. The Proposed Project/Proposed Action would not be expected to reach this level of take in most years. Ecosystem effects related to Proposed Project/Proposed Action lethal WDM of desert cottontail rabbit are discussed in Appendix D, Section 3.2.18.2.

The annual level of lethal WDM by the Proposed Project/Proposed Action (0.3% of the statewide population and 0% to 0.4% of county populations) would be well below the sustainable harvest rate of 40% (Section 3.2.18 in Appendix D). Because the percentage of the desert cottontail rabbit population lethally taken by WDM activities within the state on an annual basis would be very low and due to the expansive range of this species within California, the Proposed Project/Proposed Action would not substantially affect statewide or countywide populations. This would result in less than significant impacts under CEQA and not significant impacts under NEPA on desert cottontail rabbit populations.

CEQA Conclusion: *Less than significant.*

NEPA Conclusion: *Not significant.*

Brush Rabbit

The statewide population estimate for brush rabbit is approximately 11,508,386 individuals. The total Proposed Project/Proposed Action Maximum Lethal Take Estimate is 37,957 brush rabbits taken annually, which represents 0.3% of the population (Appendix D). The Proposed Project/Proposed Action Maximum Lethal Take Estimate in proportion to county estimated population ranges from 0% (several counties) to 1.12% (295 individual of 26,379 estimated county population; Kings County). These numbers represent the highest take expected under the Proposed Project/Proposed Action in any year; the Proposed Project/Proposed Action would not be expected to reach this level of take in most years. None of the existing WDM activities occurred within the range of the federally and state-listed

endangered riparian brush rabbit (*Sylvilagus bachmani riparius*). Ecosystem effects related to Proposed Project/Proposed Action lethal WDM of brush rabbit are discussed in Appendix D, Section 3.2.19.2.

The annual level of lethal WDM by the Proposed Project/Proposed Action (0.3% of the statewide population and 0% to 1.12% of county populations) would be well below the sustainable harvest rate of 40% (Section 3.2.19 in Appendix D). Because the percentage of the brush rabbit population lethally taken by WDM activities within the state on an annual basis would be very low and due to the expansive range of this species within California, the Proposed Project/Proposed Action would not substantially affect statewide or countywide populations. Impacts under NEPA be not significant as these measures are already incorporated into WS-California's WDM. Implementation of MM-BIO-7 (Section 4.2.2.3.2) would ensure that activities conducted by CDFA or California counties would implement the same measures as WS-California to avoid adverse effects on riparian brush rabbit, and impacts would be less than significant with mitigation under CEQA.

CEQA Conclusion: *Less than significant with mitigation.*

NEPA Conclusion: *Not significant.*

California Ground Squirrel

The statewide population estimate for California ground squirrel is approximately 138,496,766 individuals. The total Proposed Project/Proposed Action Maximum Lethal Take Estimate is 31,801 California ground squirrel taken annually, which represents 0.01% of the population (Appendix D). The Proposed Project/Proposed Action Maximum Lethal Take Estimate in proportion to county estimated population ranges from 0% (Mono County) to 0.15% (3,077 individuals of 947,980 estimated county population; Contra Costa County). The Proposed Project/Proposed Action is not expected to reach this level of take in most years. Ecosystem effects related to Proposed Project/Proposed Action lethal WDM of California ground squirrel are discussed in Appendix D, Section 3.2.20.2.

The annual level of lethal WDM by the Proposed Project/Proposed Action (0.01% of the statewide population and 0% to 0.15% of county populations) would be well below the sustainable harvest rate of 40% (Section 3.2.20 in Appendix D). Because the percentage of the California ground squirrel population lethally taken by WDM activities within the state on an annual basis would be very low and due to the expansive range of this species in most habitats throughout the state, the Proposed Project/Proposed Action would not substantially affect statewide or countywide populations. This would result in less than significant impacts under CEQA and not significant impacts under NEPA on California ground squirrel populations.

CEQA Conclusion: *Less than significant.*

NEPA Conclusion: *Not significant.*

Western Gray Squirrel

The statewide population estimate for western gray squirrel is approximately 6,335,022 individuals. The total Proposed Project/Proposed Action Maximum Lethal Take Estimate is 22,309 western gray squirrels taken annually, which represents 0.4% of the population (Appendix D). The Proposed Project/Proposed Action Maximum Lethal Take Estimate in proportion to county estimated population ranges from 0% (several counties) to 2.1% (326 individuals of 15,590 estimated county population; Alpine County). The Proposed Project/Proposed Action would not be expected to reach this level of take in most years. Ecosystem effects related to Proposed Project/Proposed Action lethal WDM of western gray squirrel are discussed in Appendix D, Section 3.2.21.2.

The annual level of lethal WDM by the Proposed Project/Proposed Action (0.01% of the statewide population and 0% to 2.1% of county populations) would be well below the sustainable harvest rate of 40% (Section 3.2.21 in Appendix D). Because the percentage of the western gray squirrel population lethally taken by WDM activities within the state on an annual basis would be very low and due to the expansive range of this species in habitats throughout the state, the Proposed Project/Proposed Action would not substantially affect statewide or countywide populations. This would result in less than significant impacts under CEQA and not significant impacts under NEPA on western gray squirrel populations.

CEQA Conclusion: *Less than significant.*

NEPA Conclusion: *Not significant.*

Deer Mouse

The statewide population estimate for deer mouse is approximately 819,674,844 individuals. The total Proposed Project/Proposed Action Maximum Lethal Take Estimate is 207,124 deer mice taken annually, which represents 0.03% of the population (Appendix D). The Proposed Project/Proposed Action Maximum Lethal Take Estimate in proportion to county estimated population ranges from 0.01% or less (several counties) to 0.7% (3,570 individuals of 514,002 estimated county population; San Francisco County). The Proposed Project/Proposed Action would not be expected to reach this level of take in most years. Ecosystem effects related to Proposed Project/Proposed Action lethal WDM of deer mouse are discussed in Appendix D, Section 3.2.22.2.

The annual level of lethal WDM by the Proposed Project/Proposed Action (0.03% of the statewide population and 0.01% to 0.7% of county populations) would be well below the sustainable harvest rate of 40% (Section 3.2.22 in Appendix D). Because the percentage of the deer mouse population lethally taken by WDM activities within the state on an annual basis would be very low and due to the expansive range of this species in habitats throughout the state, the Proposed Project/Proposed Action would not substantially affect statewide or countywide populations. This would result in less than significant impacts under CEQA and not significant impacts under NEPA on deer mouse populations.

CEQA Conclusion: *Less than significant.*

NEPA Conclusion: *Not significant.*

Mule Deer

The statewide population estimate for mule deer is approximately 562,237 individuals, which encompasses all members of *Odocoileus hemionus*, including mule deer and all six subspecies. The total Proposed Project/Proposed Action Maximum Lethal Take Estimate is 64 mule deer taken annually, which represents less than 0.01% of the population (Appendix D). The Proposed Project/Proposed Action Maximum Lethal Take Estimate in proportion to county estimated population ranges from 0% (several counties) to 0.09% (1 individual of 406 estimated county population; Sutter County). The Proposed Project/Proposed Action would not be expected to reach this level of take in most years. Ecosystem effects related to Proposed Project/Proposed Action lethal WDM of mule deer are discussed in Appendix D, Section 3.2.23.2.

The annual level of lethal WDM by the Proposed Project/Proposed Action (less than 0.01% of the statewide population and 0% to 0.09% of county populations) would be well below the sustainable harvest rate of 5.6% (Section 3.2.23 in Appendix D). Because the percentage of the mule deer population lethally taken by WDM

activities within the state on an annual basis would be very low and due to the expansive range of this species in habitats throughout the state, the Proposed Project/Proposed Action would not substantially affect statewide or countywide populations. This would result in less than significant impacts under CEQA and not significant impacts under NEPA on mule deer populations.

CEQA Conclusion: *Less than significant.*

NEPA Conclusion: *Not significant.*

Non-Native Feral and Domesticated Mammal Species

Several species of non-native feral and domesticated mammals were taken by WS-California during the baseline period (Table 3-1 in Appendix D). These include species that are invasive (e.g., feral swine [*Sus scrofa*], nutria [*Myocastor coypus*]), as well as feral cats, dogs, and livestock. Potential impacts of WDM on non-native species' populations were not analyzed because they are generally considered to have a negative impact on native wildlife and plant populations. The low level of lethal WDM for these species during the baseline period suggests that the Proposed Project/Proposed Action would not have a significant impact under NEPA on populations of these species regardless.

CEQA Conclusion: *Not applicable.*

NEPA Conclusion: *Not significant.*

Non-Special-Status Bird Species

American Crow

The statewide population of American crow is estimated at 480,000 (PIF 2022). The total Proposed Project/Proposed Action Maximum Lethal Take Estimate is 1,418 American crows taken annually, which represents 0.3% of the statewide population, well below the sustainable mortality threshold of 68% (Section 3.3.1 in Appendix D). The Proposed Project/Proposed Action Maximum Lethal Take Estimate by county ranges from 0 (a few counties) to 504 individuals (San Diego County). These numbers represent the highest take expected under the Proposed Project/Proposed Action in any year. The Proposed Project/Proposed Action would not be expected to reach this level of take in most years. Because the percentage of the American crow population lethally taken by WDM activities within the state on an annual basis would be very low and due to the expansive range of this species in habitats throughout the state, the Proposed Project/Proposed Action would not substantially affect statewide populations. This would result in less than significant impacts under CEQA and not significant impacts under NEPA on American crow populations.

CEQA Conclusion: *Less than significant.*

NEPA Conclusion: *Not significant.*

Common Raven

The statewide population of common raven is estimated at 330,000 (PIF 2022). The total Proposed Project/Proposed Action Maximum Lethal Take Estimate is 742 common ravens taken annually, which represents 0.2% of the population, well below the sustainable mortality threshold of 125% (Section 3.3.2 in Appendix D). The Proposed Project/Proposed Action Maximum Lethal Take Estimate by county ranges from 0 to 2 (several counties) to

155 individuals (San Diego County). These numbers represent the highest take expected under the Proposed Project/Proposed Action in any year. The Proposed Project/Proposed Action would not be expected to reach this level of take in most years. Because the percentage of the common raven population lethally taken by WDM activities within the state on an annual basis would be very low and due to the expansive range of this species in habitats throughout the state, the Proposed Project/Proposed Action would not substantially affect statewide populations. This would result in less than significant impacts under CEQA and not significant impacts under NEPA on common raven populations.

CEQA Conclusion: *Less than significant.*

NEPA Conclusion: *Not significant.*

California Scrub-Jay

The statewide population of California scrub-jay is estimated at 1,200,000 (PIF 2022). The total Proposed Project/Proposed Action Maximum Lethal Take Estimate is 113 California scrub jays taken annually, which represents 0.01% of the population, well below the sustainable mortality threshold of 45% (Section 3.3.3 in Appendix D). The Proposed Project/Proposed Action Maximum Lethal Take Estimate by county ranges from 0 (several counties) to 3 individuals (several counties). These numbers represent the highest take of this species expected under the Proposed Project/Proposed Action in any year. The Proposed Project/Proposed Action would not be expected to reach this level of take in most years. Because the percentage of the California scrub-jay population lethally taken by WDM activities within the state on an annual basis would be very low and due to the expansive range of this species in habitats throughout the state, the Proposed Project/Proposed Action would not substantially affect statewide populations. This would result in less than significant impacts under CEQA and not significant impacts under NEPA on California scrub-jay populations.

CEQA Conclusion: *Less than significant.*

NEPA Conclusion: *Not significant.*

Red-Tailed Hawk

The statewide population of red-tailed hawks is estimated at 230,000 (PIF 2022). The total Proposed Project/Proposed Action Maximum Lethal Take Estimate is 594 taken annually, which represents 0.26% of the population, well below the 50% sustainable mortality threshold (Section 3.3.4 in Appendix D). The Proposed Project/Proposed Action Maximum Lethal Take Estimate by county ranges from 1 (several counties) to 143 individuals (Los Angeles County). These numbers represent the highest take expected under the Proposed Project/Proposed Action in any year. The Proposed Project/Proposed Action would not be expected to reach this level of take in most years. Because the percentage of the red-tailed hawk population lethally taken by WDM activities within the state on an annual basis would be very low and due to the expansive range of this species in habitats throughout the state, the Proposed Project/Proposed Action would not substantially affect statewide populations. This would result in less than significant impacts under CEQA and not significant impacts under NEPA on red-tailed hawk populations.

CEQA Conclusion: *Less than significant.*

NEPA Conclusion: *Not significant.*

Ferruginous Hawk

The statewide population of ferruginous hawk is estimated at 220 (PIF 2022). The total Proposed Project/Proposed Action Maximum Lethal Take Estimate is 10 taken annually, which represents 4.5% of the population, well below the 45% sustainable mortality threshold (Section 3.3.5 in Appendix D). The Proposed Project/Proposed Action Maximum Lethal Take Estimate by county ranges from 0 (several counties) to 3 individuals (several counties). These numbers represent the highest take expected under the Proposed Project/Proposed Action in any year. The Proposed Project/Proposed Action would not be expected to reach this level of take in most years. Because the percentage of the ferruginous hawk population lethally taken by WDM activities within the state on an annual basis would be low, the Proposed Project/Proposed Action would not substantially affect statewide populations. This would result in less than significant impacts under CEQA and not significant impacts under NEPA on ferruginous hawk populations.

CEQA Conclusion: *Less than significant.*

NEPA Conclusion: *Not significant.*

Peregrine Falcon

The statewide population estimate for peregrine falcon based on the average USGS North American Breeding Bird Survey data for survey years 2015 through 2019 is approximately 2,432 individuals (Sauer et al. 2019). Approximately 2.0% (48.2 individuals) of the statewide population was dispersed, relocated, or transferred to the custody of another agency annually during the baseline period, and that WDM activity is expected to continue under the Proposed Project/Proposed Action. Less than 0.01% (0.3 individuals) of the statewide population was lethally taken annually. The BTR (Appendix D) analysis recognizes that lethal WDM of peregrine falcon could include up to 1 individual statewide in a particular year, which would be 0.04% of the statewide population. Because the percentage of the statewide peregrine falcon population affected by lethal WDM on an annual basis has historically been very low and is projected to remain low (99% of WDM for peregrine falcon during the baseline period was non-lethal WDM), future WDM activities under the Proposed Project/Proposed Action would have a less than significant impact under CEQA and not significant impact under NEPA on peregrine falcon populations.

CEQA Conclusion: *Less than significant.*

NEPA Conclusion: *Not significant.*

Barn Owl

The statewide population of barn owl is estimated at 24,000 (PIF 2022). The total Proposed Project/Proposed Action Maximum Lethal Take Estimate is 35 barn owls taken annually, which represents 0.15% of the population, well below the sustainable mortality threshold of 119% (Section 3.3.6 in Appendix D). The Proposed Project/Proposed Action Maximum Lethal Take Estimate by county ranges from 0 (several counties) to 8 individuals (San Diego County). These numbers represent the highest take expected under the Proposed Project/Proposed Action in any year. The Proposed Project/Proposed Action would not be expected to reach this level of take in most years. Because the percentage of the barn owl population lethally taken by WDM activities within the state on an annual basis would be very low and due to the expansive range of this species in habitats throughout the state, the Proposed Project/Proposed Action would not substantially affect statewide populations. This would result in less than significant impacts under CEQA and not significant impacts under NEPA on barn owl populations.

CEQA Conclusion: *Less than significant.*

NEPA Conclusion: *Not significant.*

Red-Winged Blackbird

The statewide population of red-winged blackbird is estimated at 14,000,000 (PIF 2022). The total Proposed Project/Proposed Action Maximum Lethal Take Estimate is 37,127 red-winged blackbird taken annually, which represents 0.3% of the population, well below the 115.7% sustainable mortality threshold (Section 3.3.7 in Appendix D). The Proposed Project/Proposed Action Maximum Lethal Take Estimate by county ranges from 288 (several counties) to 12,729 individuals (Shasta County). These numbers represent the highest take expected under the Proposed Project/Proposed Action in any year. The Proposed Project/Proposed Action would not be expected to reach this level of take in most years. Because the percentage of the red-winged blackbird population lethally taken by WDM activities within the state on an annual basis would be very low and due to the expansive range of this species in habitats throughout the state, the Proposed Project/Proposed Action would not substantially affect statewide populations. This would result in less than significant impacts under CEQA and not significant impacts under NEPA on red-winged blackbird populations.

CEQA Conclusion: *Less than significant.*

NEPA Conclusion: *Not significant.*

Brewer's Blackbird

The statewide population of Brewer's blackbird is estimated at 4,200,000 (PIF 2022). The total Proposed Project/Proposed Action Maximum Lethal Take Estimate is 22,146 Brewer's blackbirds taken annually, which represents 0.53% of the population, well below the 68.5% sustainable mortality threshold (Section 3.3.8 in Appendix D). The Proposed Project/Proposed Action Maximum Lethal Take Estimate by county ranges from 46 (Riverside County) to 1,992 individuals (Siskiyou County). These numbers represent the highest take expected under the Proposed Project/Proposed Action in any year. The Proposed Project/Proposed Action would not be expected to reach this level of take in most years. Because the percentage of the Brewer's blackbird population lethally taken by WDM activities within the state on an annual basis would be very low and due to the expansive range of this species in habitats throughout the state, the Proposed Project/Proposed Action would not substantially affect statewide populations. This would result in less than significant impacts under CEQA and not significant impacts under NEPA on Brewer's blackbird populations.

CEQA Conclusion: *Less than significant.*

NEPA Conclusion: *Not significant.*

Yellow-Headed Blackbird

The statewide population of red-winged blackbird is estimated at 530,000 (PIF 2022). The total Proposed Project/Proposed Action Maximum Lethal Take Estimate is 1,762 yellow-headed blackbirds taken annually, which represents 0.33% of the population, well below the 50% sustainable mortality threshold (Section 3.3.9 in Appendix D). The Proposed Project/Proposed Action Maximum Lethal Take Estimate by county ranges from 0 (several counties) to 449 individuals (Shasta County). These numbers represent the highest take expected under the Proposed Project/Proposed Action in any year. The Proposed Project/Proposed Action would not be expected

to reach this level of take in most years. Because the percentage of the yellow-headed blackbird population lethally taken by WDM activities within the state on an annual basis would be very low, the Proposed Project/Proposed Action would not substantially affect statewide populations. This would result in less than significant impacts under CEQA and not significant impacts under NEPA on yellow-headed blackbird populations.

CEQA Conclusion: *Less than significant.*

NEPA Conclusion: *Not significant.*

Canada Goose

The statewide resident population of Canada goose (which is distinct from the statewide migratory population) is estimated at 51,148 (Brady and Weaver 2022). The total Proposed Project/Proposed Action Maximum Lethal Take Estimate is 781 Canada geese taken annually, which represents 1.5% of the population, well below the 76% sustainable mortality threshold (Section 3.3.10 in Appendix D). The Proposed Project/Proposed Action Maximum Lethal Take Estimate by county ranges from 0 (several counties) to 390 individuals (Alameda County). These numbers represent the highest take expected under the Proposed Project/Proposed Action in any year. The Proposed Project/Proposed Action would not be expected to reach this level of take in most years. Because the percentage of the Canada goose population lethally taken by WDM activities within the state on an annual basis would be very low and due to the expansive range of this species in habitats throughout the state, the Proposed Project/Proposed Action would not substantially affect statewide populations. This would result in less than significant impacts under CEQA and not significant impacts under NEPA on Canada goose populations.

CEQA Conclusion: *Less than significant.*

NEPA Conclusion: *Not significant.*

California Gull

The statewide population of California gull is estimated at 112,601 (Sauer et al. 2019). The total Proposed Project/Proposed Action Maximum Lethal Take Estimate is 610 California gull taken annually, which represents 0.54% of the population, well below the 46.5% sustainable mortality threshold (Section 3.3.11 in Appendix D). The Proposed Project/Proposed Action Maximum Lethal Take Estimate by county ranges from 1 (several counties) to 267 individuals (Alameda County). These numbers represent the highest take expected under the Proposed Project/Proposed Action in any year. The Proposed Project/Proposed Action would not be expected to reach this level of take in most years. Because the percentage of the California gull population lethally taken by WDM activities within the state on an annual basis would be very low and due to the expansive range of this species in habitats throughout the state, the Proposed Project/Proposed Action would not substantially affect statewide populations. This would result in less than significant impacts under CEQA and not significant impacts under NEPA on California gull populations.

CEQA Conclusion: *Less than significant.*

NEPA Conclusion: *Not significant.*

Black-Crowned Night-Heron

The statewide population of black-crowned night-heron is estimated at 15,740 (Sauer et al. 2019). The total Proposed Project/Proposed Action Maximum Lethal Take Estimate is 70 black-crowned night-heron taken annually, which represents 0.4% of the population, well below the 76.6% sustainable mortality threshold (Section 3.3.12 in Appendix D). The Proposed Project/Proposed Action Maximum Lethal Take Estimate by county ranges from 0 (several counties) to 34 individuals (Alameda County). These numbers represent the highest take expected under the Proposed Project/Proposed Action in any year. The Proposed Project/Proposed Action would not be expected to reach this level of take in most years. Because the percentage of the black-crowned night-heron population lethally taken by WDM activities within the state on an annual basis would be very low and due to the wide range of this species in aquatic habitats throughout the state, the Proposed Project/Proposed Action would not substantially affect statewide populations. This would result in less than significant impacts under CEQA and not significant impacts under NEPA on black-crowned night-heron populations.

CEQA Conclusion: *Less than significant.*

NEPA Conclusion: *Not significant.*

California Brown Pelican

The statewide population estimate for California brown pelican based on the average USGS North American Breeding Bird Survey data for survey years 2015 through 2019 is approximately 6,481 individuals (Sauer et al. 2019). Under previous WS-California efforts during the baseline period, an average of 999.5 individuals were dispersed, 0.1 individuals were relocated, 0.5 individuals underwent a transfer of custody, and 0.1 individuals were killed per year. The maximum lethal take of California brown pelican under the Proposed Project/Proposed Action is estimated to be 1 per year, approximately 0.02% of the statewide population. Because the percentage of the statewide brown pelican population affected by lethal WDM on an annual basis is very low, it can be concluded that continued WDM under the Proposed Project/Proposed Action would have a less than significant impact under CEQA and a not significant impact under NEPA on brown pelican populations.

CEQA Conclusion: *Less than significant.*

NEPA Conclusion: *Not significant.*

Acorn Woodpecker

The statewide population of acorn woodpecker is estimated at 1,900,000 (PIF 2022). The total Proposed Project/Proposed Action Maximum Lethal Take Estimate is 492 acorn woodpeckers taken annually, which represents 0.03% of the population, well below the 80.7% sustainable mortality threshold (Section 3.3.13 in Appendix D). The Proposed Project/Proposed Action Maximum Lethal Take Estimate by county ranges from 0 (several counties) to 11 individuals (several counties). These numbers represent the highest take expected under the Proposed Project/Proposed Action in any year. The Proposed Project/Proposed Action would not be expected to reach this level of take in most years. Because the percentage of the acorn woodpecker population taken by lethal WDM activities within the state on an annual basis would be very low and due to the expansive range of this species in woodlands and chaparral throughout the state, the Proposed Project/Proposed Action would not substantially affect statewide populations. This would result in less than significant impacts under CEQA and not significant impacts under NEPA on acorn woodpecker populations.

CEQA Conclusion: *Less than significant.*

NEPA Conclusion: *Not significant.*

Northern Flicker

The statewide population of northern flicker is estimated at 430,000 (PIF 2022). The total Proposed Project/Proposed Action Maximum Lethal Take Estimate is 582 northern flickers taken annually, which represents 0.03% of the population, well below the 215% sustainable mortality threshold (Section 3.3.14 in Appendix D). The Proposed Project/Proposed Action Maximum Lethal Take Estimate by county ranges from 0 (several counties) to 11 individuals (several counties). These numbers represent the highest take expected under the Proposed Project/Proposed Action in any year. The Proposed Project/Proposed Action would not be expected to reach this level of take in most years. Because the percentage of the northern flicker population taken by lethal WDM activities within the state on an annual basis would be very low and due to the expansive range of this species in forests and chaparral throughout the state, the Proposed Project/Proposed Action would not substantially affect statewide populations. This would result in less than significant impacts under CEQA and not significant impacts under NEPA on northern flicker populations.

CEQA Conclusion: *Less than significant.*

NEPA Conclusion: *Not significant.*

Non-Native Feral and Domesticated Bird Species

Several species of non-native feral and domesticated bird species were taken by WS-California during the baseline period (Table 3-1 in Appendix D). These include species that are invasive (e.g., brown-headed cowbird [*Molothrus ater*], European starling [*Sturnus vulgaris*]), as well as feral waterfowl and poultry. WS-California average annual WDM was less than 1% of the estimated statewide population (where estimates are available). Potential impacts of WDM on non-native species' populations were not analyzed because they are generally considered to have a negative impact on native wildlife and plant populations. Removal of non-native species would likely be beneficial to native ecosystems. The low level of WDM for these species during the baseline period suggests that the Proposed Project/Proposed Action would not have a significant impact under NEPA on populations of these species regardless.

CEQA Conclusion: *Not applicable.*

NEPA Conclusion: *Not significant.*

Other Non-Special-Status Species

In addition to the species listed in this EIR/EIS, other target non-special-status species could be removed in small numbers by WS-California, the CDFA, or county wildlife specialists in support of damage management activities. Any take of these species would be conducted in compliance with all applicable federal, state and local regulations. Historically, these other target species have been taken by WS-California and county wildlife specialists in small but varying numbers depending on local conditions, requests for assistance, changes in agriculture and land uses, and other factors. No increase in take of these target species is anticipated following approval of the Proposed Project/Proposed Action. Furthermore, future take of these other target species is not expected to materially

change species populations given the small amount of annual take in relation to statewide and regional populations. Therefore, impacts from take of other target species would be less than significant.

Furthermore, counties with no estimated take of a species during the baseline period may receive a request to lethally remove a damaging individual of that species in the future. Reasons for this could include the following: (1) a county may have historically conducted WDM for a species, but this was not captured within the baseline period of BTR and this EIR/EIS; (2) changes in agriculture (e.g., planting of different crops, the addition or altering of livestock composition, introduction of different agricultural practices) may attract different damaging wildlife; (3) requests typically resolved by private or other entities may be redirected to WS-California, the CDFA, or county wildlife specialists; and (4) changes to climate, land use, or other factors may cause the movement of wildlife into different areas. Where feasible, the BTR analysis (and by extension this EIR/EIS) accounted for these possibilities by including one or more individuals of species that could reasonably be expected to be taken in the future. For example, Table 5-3 in the BTR (Appendix D) includes a County Program Proposed Project/Proposed Action Max Lethal Take Estimate for bobcat of 1 per year, when none was recorded as taken during the baseline period. For other target species for which take was not specifically assumed in the BTR analysis, the EIR/EIS analysis assumes that WS California, the CDFA, or county wildlife specialists could lethally remove up to 1% of the estimated population annually of any species in California, except those species considered special-status or otherwise discussed in this EIR/EIS. Impacts from this level of removal to wildlife populations would be minimal and would have no significant adverse impact on the quality of the human environment. This would result in less than significant impacts under CEQA and not significant impacts under NEPA.

CEQA Conclusion: *Less than significant.*

NEPA Conclusion: *Not significant.*

Summary of Impacts to Ecosystem Functions

Predators, particularly apex predators, can have a pronounced impact on biodiversity and ecosystem resilience (Estes et al. 2011). The loss of apex predators from an ecosystem can reduce biodiversity and result in mesopredator release, a type of trophic cascade. Large-scale removal of prey species (e.g., porcupine, black-tailed jackrabbit, yellow-bellied marmot) could also potentially cause unpredictable changes to affected ecosystems and reduce prey availability for special-status species (e.g., California ground squirrel prey for golden eagles). Lethal removal of apex predators and their prey from WDM activities could therefore indirectly affect biodiversity and resilience of ecosystems supporting non-target special-status species.

Most studies that have documented impacts of predator management on biodiversity involve complete removal over many years (Berger et al. 2008; Ripple and Beschta 2006). WS-California does not intend to eliminate or extirpate native predators from any area on a long-term basis. When direct removal of individual predatory animals is deemed legal, necessary, and desirable, efforts focus on managing the individual animal or local group of animals. WS-California also operates on relatively small portions of properties over relatively short periods. Take of predators occurs in relatively small or isolated geographic areas compared to the extent of the statewide population. Therefore, no predators or prey would be completely extirpated from a local ecosystem and none would be introduced into an ecosystem.

The CDFA and WS-California acknowledge that some scientists, researchers, and wildlife protection organizations believe that removing predators (e.g., bobcat, bear, coyote, mountain lion) would result in mesopredator release and potential trophic cascade effects: smaller mammals would increase in number because they would be less

vulnerable to coyote predation. These smaller mammals, such as raccoon and fox, would prey on yet smaller wildlife such as birds and their eggs, rodents, reptiles, and amphibians, resulting in increased loss of those species' populations. Increased abundance of smaller, primarily herbivorous mammals such as rabbits and hares would also increase vegetation removal, which can result in widespread effects. Some researchers suggest that another potential unintended consequence of predator removal is a reduction in other species' diversity and native ecosystem changes.

However, as shown in the BTR (Appendix D), the numbers of predators such as bear, coyote, and mountain lion removed over the baseline period was small, and the percentage of removals was also small relative to County and statewide low population estimates. It is reasonable to assume there would be little change in the numbers of predators removed under the Proposed Project/Proposed Action as compared to baseline conditions because no changes to existing WDM activities are proposed. For most WDM, once a damage situation is resolved, WS-California field specialists do not continue to remove additional animals unless a problem reoccurs, there are historical problems, and/or an additional request for assistance is made. As with other cooperative agreements, WS-California targets specific individuals causing damage in response to requests for assistance, and lethal methods are only used when other methods of control are not practical or have not been successful.

After having thoroughly reviewed and considered information in commonly referenced peer-reviewed studies on this topic cited in the BTR (Appendix D), in conjunction with the low numbers of predators such as bear, coyote, and mountain lion removed as well as the low percentage of Proposed Project/Proposed Action take relative to cumulative take and statewide or county population estimates for those species, Proposed Project/Proposed Action effect to ecosystem functions are determined to be less than significant under CEQA and not significant under NEPA.

CEQA Conclusion: *Less than significant.*

NEPA Conclusion: *Not significant.*

4.2.2.4.2 Mitigation Measures

NEPA does not impose a substantive duty on agencies to mitigate adverse environmental effects; however, federal agencies typically develop mitigation as a component of a proposed action. Protective measures are already incorporated into the current WS-California WDM via WS Directives or federal mandates and would continue to be implemented in the Proposed Project/Proposed Action. Protective measures are discussed alongside the applicable issue or species in this EIR/EIS and a list of WS-California Section 7 consultations are provided in Appendix A of the BTR. CEQA requires public agencies to consider feasible mitigation measures that could minimize each significant adverse impact (CEQA Guidelines Section 15126.4[a][1]). CEQA does not require mitigation measures for effects that are not found to be significant (CEQA Guidelines Section 15126.4[a][3]). To satisfy this CEQA requirement, the CDFA and California Counties will implement following mitigation measures.

- MM-BIO-1. Wildlife species designated as "Fully Protected" under California Fish and Game Code Sections 3511, 4700, 5050, and 5515 shall not be taken or possessed unless authorized by the CDFW. This exclusion does not apply when such species pose an imminent threat to human health and safety (e.g., potential collision with aircraft); however, non-lethal measures shall be considered before selecting the option of lethal WDM for Fully Protected species.

- MM-BIO-2. Lethal removal of mountain lion in counties where the species is listed under the California Endangered Species Act would only occur under the following circumstances:
- The subject mountain lion has been designated by a law enforcement official as an imminent threat to public health or safety.
 - A depredation permit has been issued by CDFW
- MM-BIO-3. Minimize the activity area of WDM to the extent feasible by coordinating with land managers and landowners, placing equipment primarily on previously disturbed sites, using vehicles on existing roads and trails to the extent practicable, and avoiding entering wetland areas when the wildlife conflict does not occur in the wetland.
- MM-BIO-4. Proposed Project/Proposed Action installation of electrified fencing and other fencing shall be limited to site-specific applications and shall avoid impeding movement through wildlife migration corridors to the extent feasible.
- MM-BIO-5. Prior to conducting WDM, the entity responsible for conducting the WDM activity shall ensure that the planned WDM activities do not violate any local policies or ordinances protecting biological resources.
- MM-BIO-6. If WDM activities under the Proposed Project/Proposed Action receive coverage from an Implementing Entity of an adopted Habitat Conservation Plan (HCP) or Natural Community Conservation Plan (NCCP) for take of species covered under those plans, the entity conducting the WDM activity shall ensure that the WDM activity is conducted in accordance with all requirements and conditions of the Incidental Take Permits, HCP/NCCP, and Implementing Agreement (if applicable) for those plans.
- MM-BIO-7. Entities conducting WDM shall follow the protective measures in WS-California ESA Section 7 compliance.

4.2.2.4.3 Cumulative Impacts

This section considers cumulative impacts on biological resources under CEQA and NEPA. “Cumulative impacts” under CEQA refers to two or more individual effects which, when considered together, are considerable or which compound or increase other environmental impacts (CEQA Guidelines Section 15355). Consistent with Section 15130(b) of the CEQA Guidelines, the discussion reflects the severity of the impacts and the likelihood of their occurrence but does not provide as much detail as is provided under project-level impacts. Under NEPA (40 CFR Section 1508.7), cumulative effects refer to the incremental impact of the project, when added to other past, present, and reasonably foreseeable future actions, regardless of what agency (federal or non-federal) or person undertakes other actions. The project-level impact analysis in Section 4.2.2.4.1 demonstrates that the Proposed Project/Proposed Action would not affect wetlands (Threshold BIO-3), local policies or ordinances protecting biological resources (Threshold BIO-5) or adopted HCPs or Natural Community Conservation Plans (Threshold BIO-6). Therefore, no cumulative impact analysis for these topics is required.

For analysis under CEQA, only Proposed Project/Proposed Action impacts from WDM activities conducted by WS-California as part of a CSA or by a County as part of their own WDM program are considered Proposed Project/Proposed Action effects. All other activities, including WS-California WDM at airports or as part of T&E species protection programs, are considered cumulative activities. For analysis under NEPA, WDM activities conducted by WS-California or County entities at airports or as part of T&E species protection programs are also

considered Proposed Project/Proposed Action activities. For both CEQA and NEPA analysis, other human activities including but not limited to hunting, trapping, poisoning, and collisions with vehicles and structures are considered cumulative effects.

The geographic area considered for the cumulative analysis of biological resources comprises the state of California. The Proposed Project/Proposed Action would be implemented across the state and activities could include use of lethal and non-lethal WDM methods.

Sources of data for cumulative impacts to biological resources vary by species, but include hunting and trapping records, data and studies related to collisions with vehicles and structures, and data and studies on intentional and incidental poisoning. Refer to the individual species accounts in Sections 3.2–3.4 of the BTR (Appendix D) for detailed descriptions of cumulative data.

CU-BIO-1: Would the Proposed Project/Proposed Action make a considerable contribution, either directly or through habitat modifications, to cumulatively significant effects on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?

Tricolored Blackbird

Cumulative effects on tricolored blackbird come from several sources; key factors include incidental killing by non-WS-California entities (e.g., private pest control companies or individuals) when mixed flocks are shot or poisoned foraging on crops, loss of wetland breeding habitats from development and climate change, and reductions in abundance of large insect prey they rely on to feed their young. There are an estimated 210,042 tricolored blackbirds in California (Table 4.2.2-4), with a small breeding population in Oregon. Tricolored blackbird populations are trending downward at an estimated -2% per year in California and -1.9% per year in the United States overall between 1966 and 2019 (Sauer et al. 2019). Recent trends show more stability, with -0.1% per year in California and 0.16% per year in the United States overall (Sauer et al. 2019). The Proposed Project/Proposed Action would not target tricolored blackbirds for lethal WDM, and it would not affect habitat or large insect populations. Therefore, the Proposed Project/Proposed Action would not substantially contribute to cumulative effects on tricolored blackbird.

CEQA Conclusion: *Less than cumulatively considerable.*

NEPA Conclusion: *Not significant.*

Sandhill Crane

As a state threatened (and Fully Protected) species, there is no legal harvest of greater sandhill crane in California. At the species level, sandhill crane populations are trending upward in the United States overall, with estimated yearly increases of 3.5% between 1966 and 2019 and more moderate yearly increases of 1.7% when considering only the years between 2010 and 2019 (Sauer et al. 2019). In California, recent population trends (2010 to 2019) indicate decreases of -2.2% per year but show stable populations when considered over a longer time frame (1966 to 2019) (Sauer et al. 2019). The primary threat to sandhill cranes of all subspecies is habitat loss, whether from direct changes to the habitat or disturbances that prevent cranes from using otherwise suitable habitat (Gerber et al. 2020). Direct changes may be caused by expansion of agricultural areas (Gilmer et al. 1982), changes in water availability (Gilmer et al. 1982), spread of invasive plants such as common reed (*Phragmites australis*) (Kessler et al. 2011), or changes in food availability, particularly agricultural waste grains (Gilmer et al. 1982; Littlefield 2002).

Disturbances to otherwise suitable habitat may be caused by the presence of power lines, wind turbines, or hunters in other parts of the species' range (Gerber et al. 2020). Sandhill cranes can also be affected by diseases such as botulism and avian cholera, parasites, and exposure to extreme weather conditions such as blizzards, hail, and lightning (Gerber et al. 2020). No lethal WDM for sandhill crane would be anticipated under the Proposed Project/Proposed Action, and non-lethal WDM would be expected to be implemented on a small percentage of the population. Therefore, the Proposed Project/Proposed Action has no potential to contribute to cumulative effects on sandhill crane, whether greater sandhill crane or lesser sandhill crane.

CEQA Conclusion: *Less than cumulatively considerable.*

NEPA Conclusion: *Not significant.*

Bald Eagle

As a federal- and state-protected species, there is no legal harvest of bald eagle in California. Bald eagle populations have been increasing dramatically across the United States, with estimated increases of 5.3% per year between 1966 and 2019 and 8.02% per year when considering only the recent years of 2010 to 2019 (Sauer et al. 2019). Within California, populations increased by 6.4% per year from 1966 to 2019 and 5.3% per year when considering only recent trends (2010 to 2019) (Sauer et al. 2019). Humans are the primary threat to bald eagles, either directly or indirectly (Buehler 2022; Russell and Franson 2014). The leading causes of mortality for bald eagles submitted to the National Wildlife Health Center in Wisconsin were poisonings (from lead, organophosphates, famphur, and fenthion) and trauma (impacts with vehicles and structures), although this method of assessing mortality is biased by the methods of collection (Russell and Franson 2014). Human development and activity also contribute to habitat loss, especially along shorelines where eagles forage (Buehler 2022; Fraser et al. 1996). Both bald and golden eagles are also susceptible to collisions with wind turbines and other electrical infrastructure, although bald eagles have a lower risk of collision than do golden eagles (Nasman et al. 2021). Lead poisoning, despite bans on its use for hunting, continues to affect eagles (Kramer and Redig 1997; Slabe et al. 2022). To further combat this, effective July 1, 2015, California state law (Assembly Bill 711) and subsequent regulations promulgated by the California Fish and Game Commission required the use of nonlead ammunition in a phased approach when taking wildlife for recreation or depredation purposes. Effective July 1, 2019, nonlead ammunition was required for the taking of any wildlife for any reason. As such, the Proposed Project/Proposed Action would not result in additional lead added to the environment.

CEQA Conclusion: *Less than cumulatively considerable.*

NEPA Conclusion: *Not significant.*

Golden Eagle

As a federal- and state-protected species, there is no legal harvest of golden eagle in California. Population trends are imprecise for golden eagle, but populations in the United States overall appear stable, increasing by 0.2% per year between 1966 and 2019 and by 0.46% per year when considering only 2010 to 2019 (Sauer et al. 2019). In California, estimates are similarly imprecise due to lack of data, but populations appear to be trending slightly downward, with -0.2% decreases yearly between 1966 to 2019 and -0.29% decreases yearly when considering only recent data from 2010 to 2019 (Sauer et al. 2019). While non-anthropogenic starvation and/or disease are a major cause of mortality, especially for hatch year golden eagles, most mortality of adult golden eagles are human caused (USFWS 2016). One study found 56% of eagle mortality was caused by anthropogenic causes, accounting for 34%

of hatch year mortality and 63% of adult mortality (USFWS 2016). Similarly, the leading causes of mortality for golden eagles submitted to the National Wildlife Health Center in Wisconsin were trauma, electrocution, gunshot wounds, and poisoning, primarily from lead, although this method of assessing mortality is biased by the methods of collection (Russell and Franson 2014). Lead poisoning, despite bans on its use for hunting, continues to affect eagles (Kramer and Redig 1997; Slabe et al. 2022). To further combat this, effective July 1, 2015, California state law (Assembly Bill 711) and subsequent regulations promulgated by the California Fish and Game Commission required the use of nonlead ammunition in a phased approach when taking wildlife for recreation or depredation purposes. Effective July 1, 2019, nonlead ammunition was required for the taking of any wildlife for any reason. WS-California wildlife specialists comply with federal, state, and local laws and regulations in accordance with APHIS-WS Directive 2.210. As such, the Proposed Project/Proposed Action would not result in additional lead added to the environment. As noted above for bald eagle, golden eagles are susceptible to collisions with wind turbines and other electrical infrastructure (Nasman et al. 2021). Golden eagles are also affected by habitat loss, which may result from climate-change driven vegetation changes, energy development, and urbanization (Katzner et al. 2020). However, no lethal WDM would be anticipated for golden eagle under the Proposed Project/Proposed Action, and the non-lethal WDM would be limited in scope (1.40% of the population). It is possible that WS-California could use lethal WDM at an airport to ensure public safety, but based on activity during the baseline period this remains unlikely. Therefore, the Proposed Project/Proposed Action would have no potential to contribute to cumulative effects of golden eagle populations.

CEQA Conclusion: *Less than cumulatively considerable.*

NEPA Conclusion: *Not significant.*

Swainson's Hawk

As a state-threatened species, there is no legal harvest of Swainson's hawk in California. Within the United States overall, estimated population trends indicate recent increases of 1.8% per year from 2010 to 2019, and long-term increases of 1.2% per year from 1966 to 2019 (Sauer et al. 2019). In California, estimated population trends indicate recent increases of 0.81% per year from 2010 to 2019, and long-term increases of 5.1% per year from 1966 to 2019 (Sauer et al. 2019). Swainson's hawk populations are primarily threatened by loss or alteration of habitat (Bechard et al. 2020; CWHR 2022). This species preferentially nests in solitary trees along riparian corridors, shelterbelts, or homesteads, and loss of such nest sites from changing land uses reduces available nesting habitat (Bechard et al. 2020). Swainson's hawks can nest in certain urban areas within their range, preferring neighborhoods with mature trees (England et al. 1995). However, urbanized areas that lack nearby foraging habitat (within 5-8 km) are not suitable, indicating vulnerability to rapid urbanization that separates suitable nesting sites from foraging habitat (England et al. 1995). In their wintering range in South America, Swainson's hawks are threatened by shooting by local farmers and poisoning from organophosphate insecticides (Bechard et al. 2020; Goldstein et al. 1999), as well as loss of wintering habitat from intensification of agricultural land uses (Bechard et al. 2020). Other potential threats are from collisions with vehicles and structures, human disturbance at nest sites during nest-building and incubation, and storms and weather exposure during migration (Bechard et al. 2020). Quantitative data on cumulative anthropogenic mortality is sparse; however, because lethal WDM for Swainson's hawks under the Proposed Project/Proposed Action is generally only conducted to ensure public safety (e.g., at airports) and only on a very small percentage of the population (0.04%), and populations are stable or increasing in California (Sauer et al. 2019), the Proposed Project/Proposed Action has limited potential to contribute to cumulative effects on Swainson's hawk.

CEQA Conclusion: *Less than cumulatively considerable.*

NEPA Conclusion: *Not significant.*

White-Tailed Kite

As a state Fully Protected species, there is no legal harvest of white-tailed kite in California. Populations are trending downward in the United States overall, with estimated declines of -4.75% per year from 2010 to 2019 and long-term declines of -1.2% per year from 1966 to 2019 (Sauer et al. 2019). Within California, declines are more precipitous, with an estimated -7.06% yearly decrease from 2010 to 2019 and long-term -2% yearly decreases from 1966 to 2019 (Sauer et al. 2019). Threats to white-tailed kites are not well studied. The primary known threat is loss of nest trees and foraging habitat due to human development and other causes (Dunk 2020). Populations are known to change predictably in response to fluctuating abundance of California voles (*Microtus californicus*), a primary prey species in California (Dunk and Cooper 1994). Thus, habitat changes that adversely affect vole populations such as land use changes or urbanization likely have detrimental effects on white-tailed kite populations. Reliance on rodent prey may potentially expose white-tailed kites to secondary poisoning from rodenticides, but no data was found to support this. Quantitative data on anthropogenic mortality is sparse; however, because lethal WDM under the Proposed Project/Proposed Action is generally only conducted to ensure public safety (e.g., at airports) and only on a very small percentage of the population (0.04%), the Proposed Project/Proposed Action would have limited potential to contribute to cumulative effects on white-tailed kite.

CEQA Conclusion: *Less than cumulatively considerable.*

NEPA Conclusion: *Not significant.*

Northern Harrier

Cumulative effects on populations of northern harrier may occur as a result of effects on individuals or effects from human development on habitat. Since the Proposed Project/Proposed Action would not disturb habitat, the proposed WDM activities would not affect habitat supporting raptors; however, lethal WDM of raptors would contribute to cumulative effects on the species. Population trends of northern harrier show declines in recent years (2010–2019), both in California (-2.91% per year) and in the United States overall (-0.28% per year) (Sauer et al. 2019). This is echoed by long-term trends (1966–2019), which show declines of -1.7% per year in California and -0.4% per year in the United States overall (Sauer et al. 2019). The primary contributor to rangewide declines in northern harrier populations is loss or fragmentation of wetland and open grassland habitats, both in their breeding and wintering ranges (Smith et al. 2020). Other sources of mortality for northern harrier include poaching, incidental poisoning through consumption of rodenticides or pesticides, collisions with structures, and human disturbance at nest or roost sites (Smith et al. 2020). The level of mortality associated with these other sources is speculative but based on the very low level of expected lethal take (0.1% of the population) from the Proposed Project/Proposed Action relative to California and rangewide populations of these species (PIF 2022), the Proposed Project/Proposed Action's incremental contribution is not cumulatively considerable because the Proposed Project/Proposed Action would not result in the exceedance of sustainable mortality levels at a statewide level.

CEQA Conclusion: *Less than cumulatively considerable.*

NEPA Conclusion: *Not significant.*

Western Snowy Plover

Due to their protected status, no western snowy plovers are legally harvested by hunters or trappers. The overall population of snowy plovers on the Pacific Coast has increased gradually between 2005 and 2019, but notable population decreases were noted in 2007–2008, 2012, and 2016–2018 in one or more localized population recovery units that affected overall population trends (USFWS 2019). The primary threats to western snowy plover are from human use, disturbance, and degradation of beach nesting habitat (Page et al. 2020; USFWS 2019). This species nests in relatively unprotected areas and is vulnerable to direct and indirect disturbances (e.g., humans, horses, dogs) that cause it to flush the nest and waste energy (Page et al. 2020; USFWS 2019). This species is also highly vulnerable to various nest predators, including bird species (e.g., American crow, common raven) and mammalian predators (e.g., coyote, red fox, striped skunk) that have been expanding in range (Page et al. 2020; USFWS 2019). Habitat degradation may be caused by exotic beach grass (*Ammophila arenaria*) and mechanical raking of beaches (Page et al. 2020; USFWS 2019). Adults and chicks alike are vulnerable to being crushed or run over by off-road vehicles or while crossing highways (Page et al. 2020). Adult snowy plover mortality may be additionally caused by entanglement in fishing gear, colliding with nest protection structures, and oiling, although these are less significant mortality factors (Page et al. 2020). Additional threats are likely to arise from climate change related factors, especially sea level rise affecting coastal habitat quality, nest success, and survivorship of wintering birds (USFWS 2019).

No lethal WDM of this species would be expected to occur under the Proposed Project/Proposed Action, and only limited non-lethal WDM would occur for the protection of human safety at airports. The Proposed Project/Proposed Action would provide beneficial effects for western snowy plover through non-lethal and lethal WDM of nest predators. The Proposed Project/Proposed Action would also benefit the species by preventing collisions with aircraft, which generally result in the death of the bird. Given that only non-lethal WDM is anticipated to be conducted for this species, the Proposed Project/Proposed Action is unlikely to contribute to cumulative effects on western snowy plover populations.

CEQA Conclusion: *Less than cumulatively considerable.*

NEPA Conclusion: *Not significant.*

California Least Tern

Due to their protected status, no California least tern are legally harvested by hunters or trappers. Population trends have been increasing slowly since listing in 1970, with faster rates of increase in the late 1980s, presumably from more intensive management of nesting areas and naturally occurring food abundance during this time (USFWS 2020b). However, more recent trends (2009 to 2017) show a steady decline in California least tern with accompanying shifts in demographics showing older breeding birds and less juvenile recruitment (USFWS 2020b). Threats to California least tern, like those described for western snowy plover, primarily involve human use, disturbance, and degradation of beach nesting habitat (USFWS 2020b). Urban development reduces habitat availability, concentrating breeding terns onto fewer, larger tern colonies, potentially exposing nests to higher predation risk (USFWS 2020b). Predation is a significant threat to nests and chicks, primarily from birds (e.g., American kestrel, American crow, peregrine falcon, gull-billed tern) and mammals (e.g., coyote, red fox, domestic cat, rats), and predator presence can reduce egg-laying, chick feeding, and fledging success (USFWS 2020b). Human disturbance is also a major factor affecting California least tern nesting colonies, with tern eggs and chicks killed by mechanical grooming/raking activities, off-road vehicles, or simply being stepped on by pedestrians (USFWS 2020b). This species is also threatened by the encroachment of vegetation at nesting sites,

bioaccumulation of pesticides and other contaminants, and climate change effects such as sea level rise and fluctuations in prey availability due to changes in ENSO, although there is insufficient data to determine the extent of this connection at this time (Gergis and Fowler 2009; Thompson et al. 2020; USFWS 2020b).

Given their federal- and state-listed status, no lethal WDM of this species would be expected to occur under the Proposed Project/Proposed Action, and only limited non-lethal WDM would occur for the protection of human safety at airports. The Proposed Project/Proposed Action would provide beneficial effects for this species through non-lethal and lethal WDM of nest predators. The Proposed Project/Proposed Action would also benefit the species by preventing collisions with aircraft, which generally result in the death of the bird. Given that only non-lethal WDM is anticipated to be conducted for this species, the Proposed Project/Proposed Action has no potential to contribute to cumulative effects on California least tern populations.

CEQA Conclusion: *Less than cumulatively considerable.*

NEPA Conclusion: *Not significant.*

American Badger

Cumulative (i.e., total) anthropogenic mortality was estimated from all potential causes, including vehicle collisions (roadkill), legal hunting and trapping, and various other sources (e.g., illegal harvest, accidental poisoning). These are analyzed in Section 3.4.12.4 of the BTR. Cumulative anthropogenic mortality was calculated by adding all of these other sources to maximum lethal WDM under the Proposed Project/Proposed Action and rounding this number up to the next integer (see Table 3-42 of the BTR). Lethal removal of American badger for WDM may be compensatory rather than additive to natural causes of mortality; however, because no data could be located to support this speculation, the analysis assumes that all mortality is additive.

Cumulative anthropogenic mortality is estimated at 2,995 individuals statewide (4.0% of the statewide population). Maximum lethal WDM under the Proposed Project/Proposed Action would contribute 4.9% of that cumulative mortality (148 of 2,995 individuals). At the county level, cumulative mortality ranged from 3.8% to 7.4% of the county populations. The lowest cumulative mortality estimates are equal to the estimated roadkill and “other” mortality estimates, equaling 3.8% of the population. The highest cumulative mortality under the Proposed Project/Proposed Action is in San Bernardino County, which includes up to 525 badgers or 4.0% of the population. Maximum lethal WDM under the Proposed Project/Proposed Action would contribute only 5.0% of that cumulative mortality (26 of 525 individuals). The highest cumulative mortality as a percentage of the population is in Siskiyou County: 129 individuals or 7.4% of the population. This county also has the highest estimate of maximum lethal WDM under the Proposed Project/Proposed Action, which would contribute 48% of that cumulative mortality (62 of 129 individuals). All of these numbers are well below the conservative cumulative sustainable mortality threshold of 10% (Banci and Proulx 1999).

Future WDM activities under the Proposed Project/Proposed Action might expand to include WDM by WS-California and/or counties in counties without a current county-led WDM program, depending on the alternative chosen. However, the likely WDM take in these counties was estimated, and any future expansion of federal, state, or county involvement in WDM under the Proposed Project/Proposed Action would not be expected to exceed the estimates provided in this EIR/EIS. Future WDM activities are expected to provide the same services as those occurring under baseline conditions; no changes are proposed that would significantly increase the number of American badger individuals lethally taken at any level. Future WDM under the Proposed

Project/Proposed Action would not affect badger habitat, restrict badger range, or add to any mortality in American badger populations beyond sustainable levels statewide or within any county.

CEQA Conclusion: *Less than cumulatively considerable.*

NEPA Conclusion: *Not significant.*

Mountain Lion (CESA-Candidate Counties)

Habitat loss affects mountain lion, especially in Southern California where development is more extensive and results in more conflicts with humans (Benson 2023). This extensive habitat loss coupled with other anthropogenic effects led to the proposed listing of some populations of mountain lion under CESA. The Proposed Project/Proposed Action would not affect habitat, so it would not contribute to habitat loss. However, there is a potential for lethal WDM to add to other losses and threats. Other anthropogenic mortality for mountain lion consists of illegal harvest and vehicle collisions. These were evaluated in Section 3.2.24 of the BTR to represent losses of approximately 3.2% of the mountain lion population annually. Cumulative anthropogenic mortality includes these losses as well as lethal WDM. Lethal removal of mountain lion for WDM may be compensatory rather than additive to natural causes of mortality; however, because data to support this speculation were not available, the analysis assumed that all mortality would be additive.

Two scenarios for mountain lion were evaluated in the BTR (Appendix D): (1) the species does become listed under CESA and (2) the species does not become listed under CESA. In Scenario 2, future WDM for mountain lion under the Proposed Project/Proposed Action would be the same for candidate counties as elsewhere in the state, as described in Threshold BIO-7. However, even under Scenario 2, due to changes in how CDFW issues depredation permits for mountain lion, the analysis assumes that lethal WDM of mountain lions would be half or less as compared to baseline conditions.

In the event that mountain lion is listed under CESA (Scenario 1), lethal WDM of mountain lion in those counties where the species is listed would be even further restricted as compared to baseline conditions. Under Scenario 1, cumulative mortality under the Proposed Project/Proposed Action is estimated at 3.30% of the CESA-listed population. Lethal WDM would be responsible for 0.1% of that 3.30% mortality, adding a small amount to the low cumulative mortality of mountain lions, whose population would typically be expected to be increasing due to the low level of harvest (i.e., well below the cumulative sustainable mortality threshold of 11%). However, if mountain lions become state-listed in this area, the decision to list this population is a likely indication that these other mortality factors and threats to survival are higher in this population than in other more stable mountain lion populations, and that the population might be declining. Small incremental additional losses like those from lethal WDM might have a higher potential for impacting such populations. The specific determinations that would be expected to accompany listing of these populations of mountain lion in select counties (i.e., population growth status, annual mortality, annual fecundity, available habitat, and carrying capacity) would be useful in assessing the likelihood of such an impact but are not available at the time of EIR/EIS preparation. Nonetheless, if the species is determined to be at risk of extirpation in these counties the analysis must conclude that incremental contribution to population mortality is cumulatively considerable. It is expected that any depredation of listed mountain lions would only be for the purposes of protecting human health and safety, making the cumulative impact unavoidable. However, in the event that the mountain lion is not state listed, this impact conclusion would not apply and impacts to mountain lion would be as described for the non-special-status mountain lion populations in Threshold CU-BIO-4.

CEQA Conclusion: *Cumulatively considerable (if listed).*

NEPA Conclusion: *Not significant.*

Ringtail

Given their Fully Protected status and the lack of previous lethal WDM, no lethal WDM of ringtail is expected to occur under the Proposed Project/Proposed Action, and only limited non-lethal WDM would occur. Therefore, the Proposed Project/Proposed Action has no potential to add to any cumulative negative impact on the species.

CEQA Conclusion: *Less than cumulatively considerable.*

NEPA Conclusion: *Not significant.*

CU-BIO-2: *Would the Proposed Project/Proposed Action make a considerable contribution to cumulatively significant effects on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?*

The Proposed Project/Proposed Action could potentially affect riparian habitat or other sensitive natural communities through removal of beaver dams and individual beavers, as noted in Threshold BIO-2. WDM activities could also require use of ATVs or other vehicle travel through riparian areas or other sensitive habitat (e.g., to set traps in remote locations). Analysis of hazardous materials usage under the Proposed Project/Proposed Action concluded that the Proposed Project/Proposed Action would not have a substantial impact on the environment (Section 4.2.4.3.1). Cumulative projects that could interact with these Proposed Project/Proposed Action effects to result in cumulative effects include various stream maintenance projects conducted by various flood control districts, statewide authorities such as the California Department of Water Resources, or the federal Bureau of Reclamation. Those cumulative projects could result in temporary or long-term changes in streamflow volume, increased downstream sedimentation and short-term degradation of water quality, and removal of emergent aquatic vegetation that provides habitat value. Given the unpredictable nature of these projects in riparian areas and the statewide scope of the Proposed Project/Proposed Action, it is not feasible to predict precisely how these various projects might interact to cause cumulative effects. WDM of beaver dams or individual beavers could potentially act cumulatively with those project effects noted above. However, given the low level of WDM of beavers statewide and regionally (refer to Threshold BIO-7), it is not expected that this effect would be a considerable contribution to cumulative effects on riparian habitat.

CEQA Conclusion: *Less than cumulatively considerable.*

NEPA Conclusion: *Not significant.*

CU-BIO-3: *Would the Proposed Project/Proposed Action make a considerable contribution to cumulatively significant effects related to interference with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or use of native wildlife nursery sites?*

As noted under Threshold BIO-4, the Proposed Project/Proposed Action includes primarily technical assistance to private property owners and other entities who may install fencing of various types to minimize human-wildlife conflict. It is possible that the fencing installed by others could interfere with wildlife movement, and if that interference occurs in an area that is critical for species connectivity as identified through various studies including the California Essential Habitat Connectivity Project,³ the interference could be cumulatively significant. However, the Proposed Project/Proposed Action includes very little installation of fencing by WS-California of county-level

³ <https://wildlife.ca.gov/Conservation/Planning/Connectivity/CEHC>.

entities under CDFA oversight, especially with implementation of MM-BIO-4 (Section 4.2.2.4.2) and that limited amount of fencing installation would not be cumulatively considerable.

CEQA Conclusion: *Less than cumulatively considerable.*

NEPA Conclusion: *Not significant.*

CU-BIO-4: *Would the Proposed Project/Proposed Action make a considerable contribution to cumulatively significant effects on populations of non-special status wildlife or plant species, especially if those effects could result in substantial ecosystem changes?*

Similar to project-level impacts, the impact discussion below describes the potential cumulative impacts on each target species population.

Black Bear

Cumulative mortality of black bear from vehicle collisions (roadkill), legal hunting, illegal harvest (poaching) and lethal WDM under the Proposed Project/Proposed Action would average 2,375.1 black bears, or 11.6% of the statewide population per year (Appendix D). This is below the sustainable mortality threshold of 14.2% for black bear (Section 3.2.1 of Appendix D). At the county level, analysis of cumulative black bear mortality is complex and illustrates the difficulty of estimating mortality of wide-ranging species at too fine a scale and relying on modeling of suitable habitat. One of the most obvious examples of this is Yolo County, where the estimated population is one individual, because the vast majority of the county is outside of the species' top two-thirds of suitable habitat as estimated by CDFW (CDFW 2016a). However, the CDFW Central California Black Bear Hunt Zone (CDFW 2019b) includes all of Yolo County, and bears are regularly taken by hunters in this county. The estimated cumulative mortality of black bears in Yolo County, 3.3 individuals per year, is entirely due to hunter harvest, and comprises 330% of the estimated population.

Based on these and other factors, black bear cumulative mortality is best estimated according to CDFW Hunt Zones rather than by county. For each of the Hunt Zones, cumulative mortality was estimated to be below the 14.2% cumulative sustainable mortality threshold, and ranged from 7.3% in the Southern California Black Bear Hunt Zone to 13.3% in the Central California Black Bear Hunt Zone. Lethal WDM under the Proposed Project/Proposed Action would contribute between 11% and 16% of the cumulative mortality in each Hunt Zone.

The counties with the highest Maximum Lethal WDM under the Proposed Project/Proposed Action would also be those with high hunter harvest, which suggests that these counties have the highest populations of bears (hunter success is generally a reflection of the population of the prey species, available hunting area, and weather conditions during the hunting season because hunter effort is not expected to change considerably by county). For instance, maximum lethal WDM under the Proposed Project/Proposed Action would be highest in Shasta County at 33 black bears, where an average of 142.9 black bears are killed annually from legal hunting. The levels of cumulative mortality considered under the Proposed Project/Proposed Action are not anticipated to be considerably higher on average than those which have existed during the baseline period of 2010 through 2019. Black bear populations have increased or remained stable in California throughout this period (CDFW 2022c). Therefore, this level of harvest appears to be sustainable and has been determined to be sustainable by CDFW (2022f).

CEQA Conclusion: *Less than cumulatively considerable.*

NEPA Conclusion: *Not significant.*

Bobcat

Cumulative anthropogenic mortality of bobcat was assessed by adding all known and estimated anthropogenic mortality sources: Proposed Project/Proposed Action WDM take, hunter and trapper harvest (from CDFW reports), roadkill, and rodenticides (Appendix D). Cumulative mortality for bobcat was estimated to be 4.8% statewide and ranged from 4.0% to 8.9% by county. These maximum cumulative mortality estimates for bobcat statewide and in each county are all well below the 17% sustainable mortality threshold for bobcats derived in Appendix D (Section 3.2.2). In addition, lethal WDM under the Proposed Project/Proposed Action contributes very little to these cumulative mortality estimates; lethal WDM under the Proposed Project/Proposed Action would be responsible for only 0.4% of the 4.8% mortality statewide, which would be 8% of the cumulative anthropogenic mortality for bobcats.

CEQA Conclusion: *Less than cumulatively considerable.*

NEPA Conclusion: *Not significant.*

Coyote

Cumulative anthropogenic mortality of coyote was assessed by adding all known and estimated anthropogenic mortality sources: Proposed Project/Proposed Action WDM take, hunter and trapper harvest (from CDFW reports), roadkill, and rodenticides (Appendix D). Cumulative anthropogenic mortality is estimated at 55,387 individuals statewide (24.4% of the statewide population). Maximum lethal WDM under the Proposed Project/Proposed Action would contribute 23% of that cumulative mortality (12,655 of 55,387 individuals). At the county level, cumulative mortality ranged from 18.8% to 44.2% of the county populations. The highest cumulative mortality under the Proposed Project/Proposed Action is in San Bernardino County, which includes up to 7,208 coyotes or 24.2% of the population. Maximum lethal WDM under the Proposed Project/Proposed Action would contribute only 23% of that cumulative mortality (1,634 of 7,208 individuals). The highest cumulative mortality as a percentage of the population is in Colusa County: 44.2% of the population (752 individuals). This county also has the highest estimate of maximum lethal WDM under the Proposed Project/Proposed Action, which would contribute 58% of that cumulative mortality (433 of 751 individuals). Cumulative coyote mortality including maximum potential lethal WDM under the Proposed Project/Proposed Action would be below the 50% sustainable mortality estimate derived in Appendix D (Section 3.2.3) for coyotes statewide and within each county.

CEQA Conclusion: *Less than cumulatively considerable.*

NEPA Conclusion: *Not significant.*

Gray Fox

Cumulative anthropogenic mortality of gray fox was assessed by adding all known and estimated anthropogenic mortality sources: Proposed Project/Proposed Action WDM take, hunter and trapper harvest (from CDFW reports), roadkill, and rodenticides and other human causes (Appendix D). Cumulative mortality was 6.0% statewide and ranged from 5.7% to 9.9% by county. Lethal WDM under the Proposed Project/Proposed Action would be responsible for only 2.8% (411 of 14,505 individuals) of cumulative anthropogenic mortality statewide. The county with the highest percentage of cumulative mortality is Alameda: 9.9% of the population (43 individuals). Maximum

lethal WDM under the Proposed Project/Proposed Action contributed 44% of this cumulative mortality (19 of 43 individuals). Cumulative mortality ranged from 1 to 2,566 by county. The county with the highest cumulative mortality estimate is San Bernardino: 2,566 individuals (5.8% of the population). Maximum lethal WDM under the Proposed Project/Proposed Action contributed 1.7% of this cumulative mortality (44 of 2,566 individuals). Maximum cumulative mortality estimates for gray fox statewide and in each county are all well below the conservative 20% sustainable mortality threshold derived in Appendix D (Section 3.2.4).

CEQA Conclusion: *Less than cumulatively considerable.*

NEPA Conclusion: *Not significant.*

Sacramento Valley_Red Fox

Cumulative anthropogenic mortality of red fox was assessed by adding all known and estimated anthropogenic mortality sources: Proposed Project/Proposed Action WDM take, hunter and trapper harvest (from CDFW reports), roadkill, and rodenticides and other human causes (Appendix D). When all values are rounded up to provide a conservative estimate, cumulative mortality was estimated to be 12.7% statewide and ranged from 7.7% to 21.6% by county. Lethal WDM under the Proposed Project/Proposed Action would be responsible for a maximum of 31% (9 of 29 individuals) of cumulative anthropogenic mortality statewide in a year of maximum take. The county with the highest cumulative mortality and highest percentage of cumulative mortality is Colusa County (8 individuals, 21.6% of the county population). Maximum lethal WDM under the Proposed Project/Proposed Action would contribute 63% of this cumulative mortality (5 of 8 individuals). Maximum cumulative mortality estimates for Sacramento Valley_red fox statewide and in each county are all below the conservative 25% sustainable mortality threshold derived in Appendix D (Section 3.2.5).

CEQA Conclusion: *Less than cumulatively considerable.*

NEPA Conclusion: *Not significant.*

Long-Tailed Weasel

Cumulative anthropogenic mortality of long-tailed weasel was assessed by adding all known and estimated anthropogenic mortality sources: Proposed Project/Proposed Action WDM take, hunter and trapper harvest (from CDFW reports), roadkill, and rodenticides and other human causes (Appendix D). Cumulative mortality was 3.8% statewide and ranged from 3.8% to 5.1% by county. Lethal WDM under the Proposed Project/Proposed Action contributes very little to these cumulative mortality estimates; lethal WDM under the Proposed Project/Proposed Action would be responsible for only 0.5% (18 of 3,655 individuals) of estimated cumulative anthropogenic mortality statewide. Maximum cumulative mortality estimates for long-tailed weasel statewide and in each county all well below the conservative 10% sustainable mortality threshold derived in Appendix D (Section 3.2.6).

CEQA Conclusion: *Less than cumulatively considerable.*

NEPA Conclusion: *Not significant.*

American Mink

Cumulative anthropogenic mortality of American mink was assessed by adding all known and estimated anthropogenic mortality sources: Proposed Project/Proposed Action WDM take, hunter and trapper harvest (from

CDFW reports), roadkill, and rodenticides and other human causes (Appendix D). Maximum lethal WDM under the Proposed Project/Proposed Action would contribute 2.0% of that cumulative mortality (2 of 101 individuals). At the county level, cumulative mortality ranged from 0 to 13.2% of the county populations. The highest cumulative mortality under the Proposed Project/Proposed Action is in Merced County, which includes up to 14 mink or 4.2% of the population. Maximum lethal WDM under the Proposed Project/Proposed Action would contribute only 7% of that cumulative mortality (1 of 14 individuals). The highest cumulative mortality as a percentage of the population is in Shasta County: 6 individuals or 13.2% of the population. Lethal WDM under the Proposed Project/Proposed Action would contribute 17% of that cumulative mortality (1 of 6 individuals). Maximum cumulative mortality estimates of American mink statewide and in each county would be well below the sustainable mortality threshold of 25% derived in Appendix D (Section 3.2.7).

CEQA Conclusion: *Less than cumulatively considerable.*

NEPA Conclusion: *Not significant.*

Raccoon

Cumulative anthropogenic mortality or raccoon was assessed by adding all known and estimated anthropogenic mortality sources: Proposed Project/Proposed Action WDM take, hunter and trapper harvest (from CDFW reports), roadkill, and rodenticides and other human causes (Appendix D). Estimated cumulative mortality was 4% statewide and ranged from 3.8% to 5.2% by county. Lethal WDM under the Proposed Project/Proposed Action contributes very little to these cumulative mortality estimates; lethal WDM under the Proposed Project/Proposed Action would be responsible for only 5.7% (5,892 of 103,343 individuals) of cumulative anthropogenic mortality statewide. The county with the highest percentage of cumulative mortality is San Luis Obispo County with a total of 2,251 individuals (5.2% of the population). Maximum lethal WDM under the Proposed Project/Proposed Action contributed 27% of this cumulative mortality (607 of 2,251 individuals). Maximum cumulative mortality estimates for raccoon statewide and in each county are all well below the conservative 49% sustainable mortality threshold derived in Appendix D (Section 3.2.8).

CEQA Conclusion: *Less than cumulatively considerable.*

NEPA Conclusion: *Not significant.*

River Otter

Cumulative anthropogenic mortality of river otter was assessed by adding all known and estimated anthropogenic mortality sources: Proposed Project/Proposed Action WDM take, hunter and trapper harvest (from CDFW reports), roadkill, and rodenticides and other human causes (Appendix D). Cumulative mortality was estimated at 5.5% statewide and ranged from 0 to 13.4% by county (some county estimates are for regions; see below). Lethal WDM under the Proposed Project/Proposed Action would contribute very little to these cumulative mortality estimates; maximum lethal WDM under the Proposed Project/Proposed Action would contribute 31% (15.2 of 49.3 individuals) of cumulative anthropogenic mortality statewide at the most. As for all species analyzed, maximum lethal WDM is not likely in most years; this number is a function of the past variation in damage from the species. This is especially true for river otter, which are lethally removed for WDM only occasionally.

As explained in Appendix D (Section 3.2.9.4), a regional analysis of cumulative river otter mortality is provided for Napa County including all abutting counties (i.e., Lake, Solano, Sonoma, and Yolo) because the estimated WDM

take for Napa County (maximum of 2.8 per year) is higher than the county's population estimate (0). All of the other county cumulative mortality estimates (except for Napa County) and the statewide estimate are below the sustainable mortality threshold of 20% for river otter. The regional estimate for cumulative mortality in the Napa County region, when all bordering counties (Lake, Solano, Sonoma, and Yolo) are included, is 5.7% based on the maximum Proposed Project/Proposed Action lethal WDM.

The county with the highest cumulative mortality is Butte: 8.2 individuals (8.9% of the population). Maximum lethal WDM under the Proposed Project/Proposed Action contributed 57% of this cumulative mortality (4.7 of 8.2 individuals). The highest percentage of cumulative mortality is in Yuba County: 13.4% of the population (2.3 individuals). Maximum lethal WDM under the Proposed Project/Proposed Action contributed 70% of this cumulative mortality (1.6 of 2.3 individuals). Maximum cumulative mortality estimates for river otter statewide and in each county (based on county and regional analyses) are all below the conservative 20% sustainable mortality threshold derived in Appendix D (Section 3.2.9).

CEQA Conclusion: *Less than cumulatively considerable.*

NEPA Conclusion: *Not significant.*

Western Spotted Skunk

Cumulative anthropogenic mortality of western spotted skunk was assessed by adding all known and estimated anthropogenic mortality sources: Proposed Project/Proposed Action WDM take, trapper harvest (from CDFW reports), roadkill, and rodenticides and other human causes (Appendix D). Cumulative mortality was 3.8% statewide and ranged from 3.8% to 4.1% by county. Lethal WDM under the Proposed Project/Proposed Action contributes very little to these cumulative mortality estimates; lethal WDM under the Proposed Project/Proposed Action would be responsible for only 0.3% (63 of 18,929 individuals) of cumulative anthropogenic mortality statewide. The county with the highest cumulative mortality is Kern County with 1,002 individuals (3.8% of the population). Maximum lethal WDM under the Proposed Project/Proposed Action contributed 0.1% of this cumulative mortality (1 of 1,002 individuals). The county with the highest percentage of cumulative mortality is San Francisco County: 4.1% of the population (9 individuals). Maximum lethal WDM under the Proposed Project/Proposed Action contributed 11% of this cumulative mortality (1 of 9 individuals). Maximum cumulative mortality estimates for western spotted skunk statewide and in each county are all well below the conservative 10% sustainable mortality threshold derived in Appendix D (Section 3.2.10).

CEQA Conclusion: *Less than cumulatively considerable.*

NEPA Conclusion: *Not significant.*

Striped Skunk

Cumulative anthropogenic mortality of striped skunk was assessed by adding all known and estimated anthropogenic mortality sources: Proposed Project/Proposed Action WDM take, trapper harvest (from CDFW reports), roadkill, and rodenticides and other human causes (Appendix D). Cumulative mortality was 4.2% statewide and ranged from 3.8% to 8.5% by county. Lethal WDM under the Proposed Project/Proposed Action contributes very little to these cumulative mortality estimates; lethal WDM under the Proposed Project/Proposed Action would be responsible for only 10.2% (7,932 of 77,761 individuals) of cumulative anthropogenic mortality statewide. The county with the highest cumulative mortality is Kern County: 3,843 individuals (3.9% of the population). Maximum

lethal WDM under the Proposed Project/Proposed Action contributed 1.4% of this cumulative mortality (53 of 3,843 individuals). The county with the highest percentage of cumulative mortality is Alameda County: 8.5% of the population (1,039 individuals). Maximum lethal WDM under the Proposed Project/Proposed Action contributed 50% of this cumulative mortality (516 of 1,039 individuals). Maximum cumulative mortality estimates for striped skunk statewide and in each county are all below the conservative 10% sustainable mortality threshold derived in Appendix D (Section 3.2.11).

CEQA Conclusion: *Less than cumulatively considerable.*

NEPA Conclusion: *Not significant.*

North American Beaver

Cumulative anthropogenic mortality of North American beaver was assessed by adding all known and estimated anthropogenic mortality sources: Proposed Project/Proposed Action WDM take, trapper harvest (from CDFW reports), roadkill, and rodenticides and other human causes (Appendix D). Cumulative mortality was 4.1% statewide and ranged from 0% to 14.3% by county. Lethal WDM under the Proposed Project/Proposed Action contributes very little to these cumulative mortality estimates; lethal WDM under the Proposed Project/Proposed Action would be responsible for only 7.9% (1,829 of 23,055 individuals) of cumulative anthropogenic mortality statewide. The county with the highest cumulative mortality is Siskiyou County: 4,050 individuals (3.8% of the population). Maximum lethal WDM under the Proposed Project/Proposed Action contributed 0.25% of this cumulative mortality (10 of 4,050 individuals). The county with the highest percentage of cumulative mortality is Yolo County: 14.3% of the population (326 individuals). Maximum lethal WDM under the Proposed Project/Proposed Action contributed 73% of this cumulative mortality (238 of 326 individuals). Maximum cumulative mortality estimates for North American beaver statewide and in each county are all below the conservative 20% sustainable mortality threshold derived in Appendix D (Section 3.2.12).

CEQA Conclusion: *Less than cumulatively considerable.*

NEPA Conclusion: *Not significant.*

North American Porcupine

Cumulative anthropogenic mortality of North American porcupine was assessed by adding all known and estimated anthropogenic mortality sources: Proposed Project/Proposed Action WDM take, roadkill, and rodenticides and other human causes (Appendix D). Cumulative mortality was 3.8% statewide and ranged from 0% to 4.6% by county. Lethal WDM did not add noticeably to cumulative mortality. In addition, lethal WDM under the Proposed Project/Proposed Action contributes very little to these cumulative mortality estimates; lethal WDM under the Proposed Project/Proposed Action would be responsible for less than 0.01% (52 of 11,936 individuals) of cumulative anthropogenic mortality statewide. The county with the highest cumulative mortality is Siskiyou County: 1,187 individuals (3.8% of the population). Maximum lethal WDM under the Proposed Project/Proposed Action contributed less than 0.01% of this cumulative mortality (5 of 1,187 individuals). The county with the highest percentage of cumulative mortality is Merced County: 4.6% of the population (0.4 individuals). Maximum lethal WDM under the Proposed Project/Proposed Action contributed 0% of this cumulative mortality (0 of 0.4 individuals). Maximum cumulative mortality estimates for North American porcupine statewide and in each county are all well below the conservative 20% sustainable mortality threshold derived in Appendix D (Section 3.2.13).

CEQA Conclusion: *Less than cumulatively considerable.*

NEPA Conclusion: *Not significant.*

Yellow-Bellied Marmot

Cumulative anthropogenic mortality of yellow-bellied marmot was assessed by adding all known and estimated anthropogenic mortality sources: Proposed Project/Proposed Action WDM take, hunting, roadkill, and rodenticides and other human causes (Appendix D). Cumulative mortality was 5.9% statewide and ranged from 0% to 11.2% by county. Lethal WDM under the Proposed Project/Proposed Action contributes very little to these cumulative mortality estimates; lethal WDM under the Proposed Project/Proposed Action would be responsible for only 1.3% (270 of 20,619 individuals) of cumulative anthropogenic mortality statewide. The county with the highest cumulative mortality is Lassen County: 5.2% of the population (3,243 individuals). Maximum lethal WDM under the Proposed Project/Proposed Action contributed 3.5% of this cumulative mortality (115 of 3,243 individuals). Maximum cumulative mortality estimates for yellow-bellied marmot statewide and in each county are all well below the conservative 20% sustainable mortality threshold derived in Appendix D (Section 3.2.14).

CEQA Conclusion: *Less than cumulatively considerable.*

NEPA Conclusion: *Not significant.*

Big-Eared Woodrat

Cumulative anthropogenic mortality of big-eared woodrat was assessed by adding all known and estimated anthropogenic mortality sources: Proposed Project/Proposed Action WDM take, roadkill, and rodenticides and other human causes (Appendix D). Cumulative mortality was 3.8% statewide and ranged from 0% to 9.4% by county. Lethal WDM under the Proposed Project/Proposed Action contributes very little to these cumulative mortality estimates; lethal WDM under the Proposed Project/Proposed Action would be responsible for only 0.02% (290 of 1,672,868 individuals) of cumulative anthropogenic mortality statewide. The county with the highest cumulative mortality is San Diego County: 221,796 individuals (3.8% of the population). Maximum lethal WDM under the Proposed Project/Proposed Action contributed 0.01% of this cumulative mortality (30 of 221,796 individuals). The county with the highest percentage of cumulative mortality is Santa Cruz County: 9.4% of the population (17 individuals). Maximum lethal WDM under the Proposed Project/Proposed Action contributed 59% of this cumulative mortality (10 of 17 individuals). Maximum cumulative mortality estimates for big-eared woodrat statewide and in each county are all well below the conservative 60% sustainable mortality threshold derived in Appendix D (Section 3.2.15).

CEQA Conclusion: *Less than cumulatively considerable.*

NEPA Conclusion: *Not significant.*

Dusky-Footed Woodrat

Cumulative anthropogenic mortality of dusky-footed woodrat was assessed by adding all known and estimated anthropogenic mortality sources: Proposed Project/Proposed Action WDM take, roadkill, and rodenticides and other human causes (Appendix D). Cumulative mortality was 3.8% statewide and ranged from 0% to 4% by county. Lethal WDM under the Proposed Project/Proposed Action contributes very little to these cumulative mortality estimates; lethal WDM under the Proposed Project/Proposed Action would be responsible for only 0.01% (410 of 3,077,888

individuals) of cumulative anthropogenic mortality statewide. The county with the highest cumulative mortality is Siskiyou County: 335,100 individuals (3.8% of the population). Maximum lethal WDM under the Proposed Project/Proposed Action contributed to less than 0.01% of this cumulative mortality (10 of 335,100 individuals). The county with the highest percentage of cumulative mortality is San Francisco County: 4% of the population (205 individuals). Maximum lethal WDM under the Proposed Project/Proposed Action contributed 4.9% of this cumulative mortality (10 of 205 individuals). Maximum cumulative mortality estimates for dusky-footed woodrat statewide and in each county are all well below the conservative 60% sustainable mortality threshold derived in Appendix D (Section 3.2.16).

CEQA Conclusion: *Less than cumulatively considerable.*

NEPA Conclusion: *Not significant.*

Black-Tailed Jackrabbit

Cumulative anthropogenic mortality of black-tailed jackrabbit was assessed by adding all known and estimated anthropogenic mortality sources: Proposed Project/Proposed Action WDM take, hunting, roadkill, and rodenticides and other human causes (Appendix D). Cumulative mortality was 5% statewide and ranged from 5% to 6.9% by county. Lethal WDM under the Proposed Project/Proposed Action contributes very little to these cumulative mortality estimates; lethal WDM under the Proposed Project/Proposed Action would be responsible for only 0.7% (2,587 of 366,274 individuals) of cumulative anthropogenic mortality statewide. The county with the highest cumulative mortality is Inyo County: 28,050 individuals (5% of the population). Maximum lethal WDM under the Proposed Project/Proposed Action contributed 0.02% of this cumulative mortality (5 of 28,050 individuals). The county with the highest percentage of cumulative mortality is Alameda County: 6.9% of the population (2,449 individuals). Maximum lethal WDM under the Proposed Project/Proposed Action contributed 27.8% of this cumulative mortality (680 of 2,449 individuals). Maximum cumulative mortality estimates for black-tailed jackrabbit statewide and in each county are all well below the conservative 20% sustainable mortality threshold derived in Appendix D (Section 3.2.17).

CEQA Conclusion: *Less than cumulatively considerable.*

NEPA Conclusion: *Not significant.*

Desert Cottontail Rabbit

Cumulative anthropogenic mortality of desert cottontail was assessed by adding all known and estimated anthropogenic mortality sources: Proposed Project/Proposed Action WDM take, hunting, roadkill, and rodenticides and other human causes (Appendix D). Cumulative mortality was 4.7% statewide and ranged from 0% to 6.9% by county. Lethal WDM under the Proposed Project/Proposed Action contributes very little to these cumulative mortality estimates; lethal WDM under the Proposed Project/Proposed Action would be responsible for only 5.6% (68,111 of 1,213,017 individuals) of cumulative anthropogenic mortality statewide. The county with the highest cumulative mortality is San Bernardino: 237,696 individuals (4.5% of the population). Maximum lethal WDM under the Proposed Project/Proposed Action contributed 5.9% of this cumulative mortality (14,059 of 237,696 individuals). The county with the highest percentage of cumulative mortality is Mono County: 6.9% of the population (2,870 individuals). Maximum lethal WDM under the Proposed Project/Proposed Action contributed 3.8% of this cumulative mortality (108 of 2,870 individuals). Maximum cumulative mortality estimates for desert cottontail

statewide and in each county are all well below the conservative 40% sustainable mortality threshold derived in Appendix D (3.2.18).

CEQA Conclusion: *Less than cumulatively considerable.*

NEPA Conclusion: *Not significant.*

Brush Rabbit

Cumulative anthropogenic mortality of brush rabbit was assessed by adding all known and estimated anthropogenic mortality sources: Proposed Project/Proposed Action WDM take, hunting, roadkill, and rodenticides and other human causes (Appendix D). Cumulative mortality was 4.6% statewide and ranged from 0% to 12.7% by county. Lethal WDM under the Proposed Project/Proposed Action contributes very little to these cumulative mortality estimates; lethal WDM under the Proposed Project/Proposed Action would be responsible for only 7.2% (37,957 of 524,197 individuals) of cumulative anthropogenic mortality statewide. The county with the highest cumulative mortality is San Diego County: 39,130 individuals (4.7% of the population). Maximum lethal WDM under the Proposed Project/Proposed Action contributed 7.0% of this cumulative mortality (2,735 of 39,130 individuals). The county with the highest percentage of cumulative mortality is San Joaquin County: 12.7% of the population (3,506 individuals). Maximum lethal WDM under the Proposed Project/Proposed Action contributed 8.4% of this cumulative mortality (295 of 3,506 individuals). Maximum cumulative mortality estimates for brush rabbit statewide and in each county are all well below the conservative 40% sustainable mortality threshold derived in Appendix D (3.2.19).

CEQA Conclusion: *Less than cumulatively considerable.*

NEPA Conclusion: *Not significant.*

California Ground Squirrel

Cumulative anthropogenic mortality of California ground squirrel was assessed by adding all known and estimated anthropogenic mortality sources: Proposed Project/Proposed Action WDM take, hunting, roadkill, and rodenticides and other human causes (Appendix D). Cumulative mortality was 3.8% statewide and ranged from 0% to 4.1% by county. Lethal WDM under the Proposed Project/Proposed Action contributes very little to these cumulative mortality estimates; lethal WDM under the Proposed Project/Proposed Action would be responsible for only 0.6% (31,801 of 5,294,679 individuals) of cumulative anthropogenic mortality statewide. The county with the highest cumulative mortality is Siskiyou County: 8,207,839 individuals (3.8% of the population). Maximum lethal WDM under the Proposed Project/Proposed Action contributed 3.8% of this cumulative mortality (312,506 of 8,207,839 individuals). The county with the highest percentage of cumulative mortality is Imperial County: 4.1% of the population (50,343 individuals). Maximum lethal WDM under the Proposed Project/Proposed Action contributed 4.1% of this cumulative mortality (2,069 of 50,343 individuals). Maximum cumulative mortality estimates for California ground squirrel statewide and in each county are all well below the conservative 40% sustainable mortality threshold derived in Appendix D (Section 3.2.20).

CEQA Conclusion: *Less than cumulatively considerable.*

NEPA Conclusion: *Not significant.*

Western Gray Squirrel

Cumulative anthropogenic mortality of western gray squirrel was assessed by adding all known and estimated anthropogenic mortality sources: Proposed Project/Proposed Action WDM take, hunting, roadkill, and rodenticides and other human causes (Appendix D). Cumulative mortality was 4.8% statewide and ranged from 0% to 6.6% by county. Lethal WDM under the Proposed Project/Proposed Action contributes very little to these cumulative mortality estimates; lethal WDM under the Proposed Project/Proposed Action would be responsible for only 7.3% (22,309 of 305,790 individuals) of cumulative anthropogenic mortality statewide. The county with the highest cumulative mortality is Siskiyou County: 28,529 individuals (4.6% of the population). Maximum lethal WDM under the Proposed Project/Proposed Action contributed 2.3% of this cumulative mortality (652 of 28,529 individuals). The county with the highest percentage of cumulative mortality is Alpine County: 6.6% of the population (1,026 individuals). Maximum lethal WDM under the Proposed Project/Proposed Action contributed 31.8% of this cumulative mortality (326 of 1,026 individuals). Maximum cumulative mortality estimates for western gray squirrel statewide and in each county are all well below the conservative 40% sustainable mortality threshold derived in Appendix D (Section 3.2.21).

CEQA Conclusion: *Less than cumulatively considerable.*

NEPA Conclusion: *Not significant.*

Deer Mouse

Cumulative anthropogenic mortality of deer mouse was assessed by adding all known and estimated anthropogenic mortality sources: Proposed Project/Proposed Action WDM take, roadkill, and rodenticides and other human causes (Appendix D). Cumulative mortality was 3.8% statewide and ranged from 3.8% to 4.5% by county. Lethal WDM under the Proposed Project/Proposed Action contributes very little to these cumulative mortality estimates; lethal WDM under the Proposed Project/Proposed Action would be responsible for only 0.7% (207,124 of 31,354,769 individuals) of cumulative anthropogenic mortality statewide. The county with the highest cumulative mortality is San Bernardino County: 4,012,964 individuals (3.8% of the population). Maximum lethal WDM under the Proposed Project/Proposed Action contributed 0.1% of this cumulative mortality (3,574 of 4,012,964 individuals). The county with the highest percentage of cumulative mortality is San Francisco County: 4.5% of the population (23,103 individuals). Maximum lethal WDM under the Proposed Project/Proposed Action contributed 15.5% of this cumulative mortality (3,570 of 23,103 individuals). Maximum cumulative mortality estimates for deer mice statewide and in each county are all well below the conservative 40% sustainable mortality threshold derived in Appendix D (Section 3.2.22).

CEQA Conclusion: *Less than cumulatively considerable.*

NEPA Conclusion: *Not significant.*

Mule Deer

Cumulative anthropogenic mortality of deer mouse was assessed by adding all known and estimated anthropogenic mortality sources: Proposed Project/Proposed Action WDM take, hunter harvest, roadkill, and pesticides and other human causes (Appendix D). Cumulative mortality was 23.9% statewide and ranged from 0% to 24.1% by county. Lethal WDM under the Proposed Project/Proposed Action contributes very little to these cumulative mortality estimates; lethal WDM under the Proposed Project/Proposed Action would be responsible for only 0.05% (64 of

134,375 individuals) of cumulative anthropogenic mortality statewide. The county with the highest cumulative mortality is Siskiyou County: 9,853 individuals (23.9% of the population). However, lethal WDM under the Proposed Project/Proposed Action did not contribute to this cumulative mortality (0 of 9,853 individuals). The county with the highest percentage of cumulative mortality is Sutter County: 24.1% of the population (97 individuals). Maximum lethal WDM under the Proposed Project/Proposed Action contributed approximately 1% of this cumulative mortality (1 of 97 individuals). Maximum cumulative mortality estimates for mule deer statewide and in each county are within the range this species can withstand without substantially affecting the population (Section 3.2.23 of Appendix D). Furthermore, CDFW will continue to ensure the stability of the mule deer population in California.

CEQA Conclusion: *Less than cumulatively considerable.*

NEPA Conclusion: *Not significant.*

Mountain Lion (Non-CESA Candidate Counties)

Under CFGC Section 4800, mountain lions in California are considered a “specially protected mammal,” and are subject to special provisions under the California Fish and Game Commission. Approved sport hunting of mountain lions has not occurred in California since 1972, due to a series of legislative moratoria and lawsuits, though illegal hunting and trapping undoubtedly occur. Mountain lion is a candidate for state-listing under CESA in 14 counties (i.e., Alameda, Los Angeles, Monterey, Orange, Riverside, San Benito, San Bernardino, San Diego, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, and Ventura). Even in the counties where mountain lion is not proposed for listing under CESA, CDFW policy changes have resulted in issuance of fewer permits for lethal depredation of mountain lions than during the baseline period for this EIR/EIS.

Cumulative anthropogenic mortality for the counties in which mountain lion is not a candidate for listing under CESA was assessed by adding all known and estimated anthropogenic mortality sources: Proposed Project/Proposed Action WDM take and other take under depredation permits, illegal hunter and trapper harvest, roadkill, and secondary poisoning from rodenticides (Appendix D). Total anthropogenic mortality was estimated by adding up all of the estimates above (3.8% of the statewide population) and adding that number to the maximum WDM lethal take under the Proposed Project/Proposed Action. Estimated cumulative anthropogenic mortality of mountain lions in California represents 4.9% of the statewide population and ranges from 0% to 8.9% of the populations within each county. The highest percentages of estimated cumulative take under the Proposed Project/Proposed Action are in El Dorado County at 8.9% (9.7 individuals per year of 108 estimated county population) and Yuba County at 7.5% (1.6 individuals per year of 21 estimated population). In both counties maximum WDM take under the Proposed Project/Proposed Action is low; the higher percentages in these counties are due to the low population estimates. All cumulative mortality estimates statewide and by county are below the 11% sustainable mortality threshold for mountain lion (Section 3.2.24 of Appendix D).

Habitat loss and human disruption also present substantial cumulative stressors to mountain lion but are not quantified in this analysis. The effects of climate change on mountain lions are often examined as an indirect effect, such as climate affecting the prey species which, in turn, modifies the range of mountain lions (White et al. 2020b). Stoner et al. (2018) demonstrated that there is a strong correlation between plant productivity and mountain lion density. A decrease in suitable habitat for prey disperses prey, which may cause mountain lions to increase their home ranges.

The mountain lion populations within counties not proposed for listing under CESA are considered stable or increasing. CDFW manages these populations through their issuance of depredation permits, which provides an

existing method to reduce mountain lion take if negative trends are observed in these populations over time. This impact is not considered cumulatively significant, and the Proposed Project/Proposed Action contribution is not cumulatively considerable.

CEQA Conclusion: *Less than cumulatively considerable.*

NEPA Conclusion: *Not significant.*

Summary of Proposed Project/Proposed Action Interactions with Climate Change Effects

Climate change refers to any significant change in physical measures of the environment, such as temperature, precipitation, sea level rise, hydrologic regimes, or wind patterns, which last for an extended period, decades or longer. Human activities that emit greenhouse gases (e.g., water vapor, carbon dioxide, methane) increase the amount of infrared radiation that gets absorbed before escaping into space, causing the Earth's surface temperature to rise. A warming of about 0.2 °C (0.36 °F) per decade is projected (CNRA 2018). Current and future climate change impacts to various resource areas are discussed in detail in *Safeguarding California: Reducing Climate Risk* (CNRA 2018).

Case et al. (2015) identified factors that may be used to assess a species' sensitivity to climate change, including (1) whether a species is a generalist or specialist, (2) physiology, (3) life-history, (4) dependence on sensitive habitats, (5) ability to disperse and barriers to dispersal, (6) dependence on disturbance regimes, (7) climate-dependent relationships, (8) non-climatic stressors, and (9) other factors. These variables were combined to formulate a "sensitivity score" for 195 species, including 12 target species evaluated in detail in the BTR (Appendix D). Case et al. (2015) stated that these factors do not speak to whether an animal is vulnerable to climate change effects, but they are relevant to explaining sensitivities to climate events. None of the target species were in the higher levels of sensitivity identified in the Case et al. (2015) analysis, with the highest sensitivity target species being acorn woodpecker (54), tricolored blackbird (53), black-crowned night heron (52), and sandhill crane (51). For reference, the lowest sensitivity score for the bird species evaluated in Case et al. (2015) was 21 and the highest was 71. The median sensitivity score was 52; these bird species cluster around that median. Further, tricolored blackbird and sandhill crane are not targets for lethal WDM activity.

A climate change vulnerability assessment was also conducted for 20 California mammal taxa (Stewart et al. 2016) but did not include any species evaluated in this EIR/EIS. A similar assessment for California birds (Gardali et al. 2012) ranked 358 avian taxa and identified 128 as vulnerable to climate change, including 3 evaluated in this EIR/EIS (Swainson's hawk, California brown pelican, and California least tern). Bateman et al. (2020) also evaluated the sensitivities of 544 bird species in the U.S. to climate change-related threats. Threats considered included sea level rise, increased urbanization, cropland expansion, spring heat and drought, increased fire weather, increased heavy rain, and increased "false springs." That analysis focuses on overlap of threats with species range and does not examine individual species vulnerabilities to those threats, limiting its utility in this analysis. In general, the species most threatened were those relying on coastal habitats where the most threats coincide. Target bird species were typically considered to have either low or neutral vulnerability to climate change across their range (Bateman et al. 2020). Exceptions included tricolored blackbird, which has medium or high vulnerability due to its dependence on marshlands, though other marshland-dependent species with larger populations such as sandhill crane were considered to have low vulnerability. Golden eagle was found to have a medium vulnerability due to potential effects from spring heat and wildfire. Least tern was found to have a high vulnerability due to sea level rise effects on coastal breeding habitats. Acorn woodpecker was found to have a medium-to-high vulnerability, largely due to increased risk of fire affecting woodland habitat.

In general, the species subject to lethal WDM under the Proposed Project/Proposed Action have broad environmental tolerances and are not anticipated to be highly sensitive to climate change based on those factors from Case et al. (2015). The impact of climate change on any species can range from detrimental to beneficial. Warm, wet conditions are expected to benefit some species (Hof et al. 2012). According to Pandey and Papes (2018), over the last 200 years, mesopredator ranges have expanded and they have adapted to human-modified, fragmented habitat. Under the four climate scenarios tested in the Case et al. (2015) study, most apex and mesopredators examined are likely to expand their ranges. Of the mesopredator species analyzed, only arctic foxes (*Vulpes lagopus*) and Canada lynx (*Lynx canadensis*) were predicted to experience range contraction. Of the apex predators, grizzly and polar bears were predicted to experience range contraction. Those species do not occur in California and would not be affected by Proposed Project/Proposed Action activities.

CEQA Conclusion: *Less than significant.*

NEPA Conclusion: *Not significant.*

4.2.2.4.4 Alternatives Impacts

A comparison of alternative impact conclusions is presented in Table 4.2.2-5.

BIO-1: Would the Alternative have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?

Alternative 1: No Project/Continuation of WS-California

Under Alternative 1, no new CDFA or County WDM would be established and no CDFA or County-led Emergency/Rapid Response activities would occur. Under Alternative 1, WS-California personnel would continue to carry out WDM activities under CSAs and for Threatened and Endangered Species protection projects as requested.

Under current conditions, WDM activities are conducted by WS-California in response to requests for assistance. Most of the activities affecting special-status wildlife species are non-lethal or result in the lethal take of a very small proportion of statewide populations. These activities are limited in area, short lived and/or temporary, and do not involve any permanent conversion of land, including habitat for special-status species. As Alternative 1 represents current conditions, there would be no impact relative to the baseline conditions. Under the Proposed Project/Proposed Action, CDFA/Counties could potentially carry out operational assistance (i.e., Rapid Response activities), but these activities would be limited in scope (geographically and species specific). Thus, the absence of the CDFA/Counties operational WDM activities would not result in a substantive change in impact severity related to special-status species and their habitat, and no impacts would occur under CEQA and not significant under. However, it is expected that some take of mountain lion could occur in areas where the species is a candidate for listing under CESA (described in Threshold BIO-1 for the Proposed Project/Proposed Action), and that take would be significant and unavoidable under CEQA.

CEQA Conclusion: *No impact.*

CEQA Conclusion if mountain lion is listed under CESA: *Significant and unavoidable.*

NEPA Conclusion: *Not significant.*

Alternative 2: Non-Lethal Operational WDM, Except for Human/Companion Animal Health and Safety, Threatened and Endangered Species Protection, and WHM

Alternative 2 would be similar to the Proposed Project/Proposed Action; however, lethal operational WDM would only occur in cases to protect health and safety of humans (including airport wildlife hazard management [WHM]) and companion animals, and for T&E species protection. For threats to human and companion animal health or safety, the primary mammalian species of concern would be mountain lions, bears, or coyotes in residential areas, or disease vector species. The CDFA/Counties/WS-California would not use lethal methods to respond to other WDM requests (e.g., agricultural damage, property damage, and for protection of game species). Lethal operational WDM could be handled by other entities (including but not limited to tribes, USFWS, CDFW, private-resource owners, managers, and their private contractors). These entities may or may not adhere to safety precautions, BMPs, or federal, state, and/or local laws. Implementation of Alternative 2 would likely increase operational WDM activities by other entities in proportion to the reduction of services previously provided by WS-California. Other entities, including private landowners, would not likely have the expertise, training, equipment (e.g., firearms, I&E drugs, aircraft), or legal authorization to carry out WDM like WS-California.

Because this alternative would limit the ability of the CDFA, Counties, and WS-California to manage wildlife damage to agriculture, there could be an increase in the potential for loss of agricultural resources which could increase costs and difficulties of agricultural operations. Although speculative, this potential increase in costs could lead to additional conversion of agricultural lands to non-agricultural use (e.g., urban development), resulting in habitat loss for special-status wildlife species that either forage, nest, or do both in agricultural habitats (e.g., Swainson's hawk, burrowing owl, tricolored blackbird). However, the CDFA/Counties/WS-California would continue to provide technical assistance (for both lethal and non-lethal WDM techniques) and non-lethal operational WDM assistance in response to wildlife damage to agriculture. While this alternative may have a slightly greater impact on special-status species habitat compared to the Proposed Project/Proposed Action, impacts would remain not significant under NEPA as these measures are already incorporated into WS-California's WDM and directives. Impacts under CEQA would generally be less than significant with implementation of MM-BIO-1, MM-BIO-2, MM-BIO-3, and MM-BIO-7. However, as with the Proposed Project/Proposed Action, the potential lethal WDM of mountain lion in counties where it is currently a candidate for listing under CESA would be significant and unavoidable under CEQA.

CEQA Conclusion: *Less than significant with mitigation.*

CEQA Conclusion if mountain lion is listed under the CESA: *Significant and unavoidable.*

NEPA Conclusion: *Not significant.*

Alternative 3: Non-Lethal Operational WDM

Alternative 3 would be similar to Alternative 2; however, only non-lethal operational WDM would be carried out by the CDFA/Counties/WS-California. Any lethal operational WDM would be handled by other entities. Implementation of Alternative 3 would likely increase operational WDM activities by other entities in proportion to the reduction of services previously provided by WS-California. Other entities, including private landowners, would not likely have the expertise, training, equipment (e.g., firearms, I&E drugs, aircraft), or authorization to carry out WDM like WS-California.

Similar to the discussion under Alternative 2, Alternative 3 would limit the ability of the CDFA, Counties, and WS-California to manage wildlife damage to agriculture which could increase costs and difficulties of agricultural

operations. Although speculative, this potential increase in costs could lead to additional land being converted to non-agricultural land uses that are unsuitable for some special-status wildlife species. This alternative may have a slightly greater impact compared to the Proposed Project/Proposed Action, Alternative 1, or Alternative 2, but this is highly speculative. Regardless, impacts to special-status species related to land conversion would remain less than significant.

Alternative 3 would remove the ability of the CDFA, Counties, and WS-California to use lethal WDM for T&E species protection. In areas where lethal predator removal is an important management tool for federally listed species (e.g., removing mammalian predators of California least tern nest colonies), lethal WDM would either not be conducted or conducted by entities that lack the authority and expertise to carry out WDM like WS-California. It is unknown whether additional take of target predators or other species could occur that would be more or less than that of the Proposed Project/Proposed Action because the actions of other entities cannot be predicted with any certainty. The potential effect on target species or special-status species populations absent a process for reporting damage and resultant removals cannot be ascertained based on available information and would be speculative at best. Therefore, there is no substantial evidence that Alternative 3 would avoid or substantially reduce the less than significant biological resources impacts of the Proposed Project/Proposed Action to special-status species, and benefits to special-status species from T&E species protection under the Proposed Project/Proposed Action may also be reduced. Impacts under CEQA would generally be less than significant with implementation of MM-BIO-1, MM-BIO-3, and MM-BIO-7, and impacts would be not significant under NEPA as these measures are already incorporated into WS-California's WDM and directives.

CEQA Conclusion: *Less than significant with mitigation.*

NEPA Conclusion: *Not significant.*

Alternative 4: Financial Reimbursement Assistance

Alternative 4 is a financial reimbursement assistance alternative and includes cessation of WDM by WS-California. No WDM activities would be carried out by the CDFA/Counties/WS-California, though these agencies may provide technical assistance. All WDM would be handled by other entities. Implementation of Alternative 4 would likely increase operational WDM activities by other entities in proportion to the reduction of services previously provided by WS-California. Other entities, including private landowners, would not likely have the expertise, training, equipment (e.g., firearms, I&E drugs, aircraft), or authorization to carry out WDM like WS-California, and it is likely that some calls for service would go unaddressed. Alternative 4 is not available to WS-California. Refer to Section 3.8.4 for a description of activities proposed under Alternative 4.

The addition of a financial reimbursement program could support eligible ranchers/livestock owners/agricultural operations and others with cost-share funds for infrastructure improvements, livestock protection animals, to offset maintenance costs of protection animals and for purchase of non-lethal WDM devices (e.g., alarms, lights, decoys). The efficacy of a financial reimbursement program would be limited by the individual program's scope and funding (which are unknown at this time). Alternative 4 could reduce impacts of agricultural loss and resultant potential conversion of agricultural habitat for some special-status species to non-agricultural use as compared to Alternatives 2, 3, and 5, but such effects are highly speculative. As such, impacts to most species would be less than significant.

Alternative 4 would remove the ability of the CDFA, Counties, and WS-California to use lethal or non-lethal WDM for T&E species protection. In areas where predator management is an important management tool for federally listed species (e.g., removing mammalian predators of California least tern nest colonies), lethal WDM would either not

be conducted or conducted by entities that lack the authority and expertise to carry out WDM like WS-California. It is unknown whether additional take of target predators or other species could occur that would be more or less than that of the Proposed Project/Proposed Action because the actions of other entities cannot be predicted with any certainty. The potential effect on target species or special-status species populations absent a process for reporting damage and resultant removals cannot be ascertained based on available information and would be speculative at best. Therefore, there is no substantial evidence that Alternative 4 would avoid or substantially reduce the less than significant biological resources impacts under CEQA of the Proposed Project/Proposed Action to special-status species, and benefits to special-status species from T&E species protection under the Proposed Project/Proposed Action may be reduced.

CEQA Conclusion: *Less than significant.*

Alternative 5: No Project/Cessation of WS-California

Alternative 5 would not establish or formalize a CDFA WDM Program in California. None of the technical or operational assistance with WDM methods described under the Proposed Project/Proposed Action, Alternative 1, 2, or 3 would be conducted by WS-California. Furthermore, financial reimbursements as described in Alternative 4 would not be provided. Under Alternative 5, potential WDM would be handled by other entities, including but not limited to tribes, USFWS, CDFW, Counties, private-resource owners and managers, private contractors, and/or other non-federal agencies.

Alternative 5 would likely increase WDM activities by other entities in proportion to the reduction of services previously provided by WS-California. Other entities, including private landowners, would not likely have the expertise, training, equipment (e.g., firearms, I&E drugs, aircraft), or authorization to carry out WDM like WS-California and it is likely that calls for service would go unaddressed. These other entities also may or may not adhere to safety precautions, BMPs, or federal state, and/or local laws.

Current WS-California activities and new activities under the Proposed Project/Proposed Action are intended to support existing agricultural uses and minimize the potential for agricultural loss and the conversion of Farmland. In the absence of WDM activities carried out by WS-California and the CDFA/Counties, including technical and operational WDM assistance, there would be an increase in the potential for agricultural loss due to wildlife damage to agriculture. In severe cases of wildlife damage, this could result in agricultural lands becoming less suitable for agricultural use and greater likelihood that lands would be converted to non-agricultural use (e.g., urban development) unsuitable for some special-status wildlife species. However, such effects are highly speculative. Potential impacts caused by other entities would be higher than under Alternatives 1–3 and similar to Alternative 4 but are still anticipated to not exceed sustainable mortality thresholds for species considered in this EIR/EIS. Because the lead agencies would not be involved in these activities, no impact would occur.

As with Alternatives 3 and 4, Alternative 5 would remove the ability of the CDFA, Counties, and WS-California to use lethal WDM for T&E species protection. In areas where predator management is an important management tool for federally listed species (e.g., removing mammalian predators of California least tern nest colonies), lethal WDM would either not be conducted or conducted by entities that lack the authority and expertise to carry out WDM like WS-California. It is unknown whether additional take of target predators or other species could occur that would be more or less than that of the Proposed Project/Proposed Action because the actions of other entities cannot be predicted with any certainty. The potential effect on target species or special-status species populations absent a process for reporting damage and resultant removals cannot be ascertained based on available information and would be speculative at best. Therefore, there is no substantial evidence that this alternative would avoid or

substantially reduce biological resources impacts of the Proposed Project/Proposed Action to special-status species, and benefits to special-status species from T&E species protection under the Proposed Project/Proposed Action may be reduced. Because the lead agencies would not be involved in these activities, no impact would occur under CEQA and NEPA.

CEQA Conclusion: *No impact.*

NEPA Conclusion: *No impact.*

BIO-2: *Would the Alternative have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?*

Alternative 1: No Project/Continuation of WS-California

Under Alternative 1, no new CDFA or County WDM would be established and no CDFA or County-led Emergency/Rapid Response activities would occur. Under Alternative 1, WS-California personnel would continue to carry out WDM activities under CSAs and for Threatened and Endangered Species protection projects as requested.

These activities are limited in area, short lived and/or temporary, and do not involve any permanent conversion of land. Minor disturbance of vegetation communities from off-road vehicle use or placement of traps would be temporary and sited outside of sensitive communities. Lethal and non-lethal WDM of beaver and mule deer would affect a very small proportion of statewide populations and would therefore not interfere with the current ecosystem services provided by these species. Potential impacts to riparian habitat or other sensitive natural communities under Alternative 1 are expected to be similar to the Proposed Project/Proposed Action. Under the Proposed Project/Proposed Action, the CDFA/Counties could potentially carry out operational assistance, but these activities would be limited in scope. Thus, the absence of the CDFA/Counties operational WDM activities would not result in a substantive increase or change in impact severity related to riparian habitat and sensitive natural communities; no impacts would occur under CEQA, and no impact would occur under NEPA because this alternative represents continuation of baseline conditions.

CEQA Conclusion: *No impact.*

NEPA Conclusion: *No impact.*

Alternative 2: Non-Lethal Operational WDM, Except for Human/Companion Animal Health and Safety, Threatened and Endangered Species Protection, and WHM

Alternative 2 would be similar to the Proposed Project/Proposed Action and Alternative 1; however, lethal operational WDM would only occur in cases to protect human (including airport WHM) and companion animal health and safety, and for T&E species protection. The CDFA/Counties/WS-California would not use lethal methods to respond to other WDM requests (e.g., agricultural damage, property damage, and for game species). Lethal operational WDM could be handled by other entities that may or may not adhere to BMPs, or federal, state, and/or local laws. Implementation of Alternative 2 would likely increase lethal operational WDM activities by other entities in proportion to the reduction in services previously provided by WS-California. Since these other entities may not be aware of or adhere to BMPs or federal/state/local regulations protecting sensitive communities (including riparian habitat), additional impacts may occur than if such services were provided by the CDFA/Counties/WS-

California. However, such activities would still be limited in area, short-lived and/or temporary, and would not result in permanent land conversion. Thus, the absence of the CDFA/Counties/WS-California lethal operational WDM activities would not result in a substantive increase or change in impact severity related to riparian habitat and sensitive natural communities, and impacts would remain less than significant under CEQA and would be not significant under NEPA.

CEQA Conclusion: *Less than significant.*

NEPA Conclusion: *Not significant.*

Alternative 3: Non-Lethal Operational WDM

Alternative 3 would be similar to the Alternative 2; however, only non-lethal operational WDM would be carried out by the CDFA/Counties/WS-California. Any lethal operational WDM would be handled by other entities. Implementation of Alternative 3 would likely increase operational WDM activities by other entities in proportion to the reduction of services previously provided by WS-California. Other entities, including private landowners, would not likely have the expertise, training, equipment (e.g., firearms, I&E drugs, aircraft), or authorization to carry out WDM like WS-California.

Similar to the discussion under Alternative 2, Alternative 3 would limit the ability of the CDFA, Counties, and WS-California to respond to requests for WDM. Implementation of Alternative 3 would likely increase lethal operational WDM activities by other entities in proportion to the reduction in services previously provided by WS-California. Since these other entities may not be aware of or adhere to BMPs or federal/state/local regulations protecting sensitive communities (including riparian habitat), additional impacts may occur than if such services were provided by the CDFA/Counties/WS-California. However, such activities would still be limited in area, short-lived and/or temporary, and would not permanently convert any land. Thus, the absence of the CDFA/Counties/WS-California lethal operational WDM activities would not result in a substantial increase or change in impact severity related to riparian habitat and sensitive natural communities, and impacts would remain less than significant under CEQA and would be not significant under NEPA.

CEQA Conclusion: *Less than significant.*

NEPA Conclusion: *Not significant.*

Alternative 4: Financial Reimbursement Assistance

Alternative 4 is a financial reimbursement assistance alternative and includes cessation of WDM by WS-California. No WDM activities would be carried out by the CDFA/Counties/WS-California, though these agencies may provide technical assistance. All WDM would be handled by other entities. Implementation of Alternative 4 would likely increase operational WDM activities by other entities in proportion to the reduction of services previously provided by WS-California. Other entities, including private landowners, would not likely have the expertise, training, equipment (e.g., firearms, I&E drugs, aircraft), or authorization to carry out WDM like WS-California, and it is likely that some calls for service would go unaddressed. Alternative 4 is not available to WS-California. Refer to Section 3.8.4 for a description of activities proposed under Alternative 4.

Similar to the discussion under Alternative 2, Alternative 4 would limit the ability of the CDFA, Counties, and WS-California to respond to requests for WDM. Implementation of Alternative 4 would likely increase lethal operational

WDM activities by other entities in proportion to the reduction in services previously provided by WS-California. Since these other entities may not be aware of or adhere to BMPs or federal/state/local regulations protecting sensitive communities (including riparian habitat), additional impacts may occur than if such services were provided by CDFA/Counties/WS-California. However, such activities would still be limited in area, short-lived and/or temporary, and would not permanently convert any land. Thus, the absence of the CDFA/Counties/WS-California lethal operational WDM activities would not result in a substantive increase or change in impact severity related to riparian habitat and sensitive natural communities, and impacts would remain less than significant under CEQA.

CEQA Conclusion: *Less than significant.*

Alternative 5: No Project/Cessation of WS-California

Alternative 5 would be a complete cessation of WDM activities by WS-California and would not include any new WDM by the CDFA or Counties. Unlike Alternative 4, no financial reimbursement program would be established to potentially reduce demand for WDM. WDM would still be implemented by other agencies and entities. Alternative 5 would mean WDM would be handled by other entities, who may or may not adhere to safety precautions, BMPs, or federal state, and/or local laws. Alternative 5 would likely increase WDM activities by other entities in proportion to the reduction of services previously provided by WS-California. Other entities, including private landowners, would not likely have the expertise, training, equipment (e.g., firearms, I&E drugs, aircraft), or authorization to carry out WDM like WS-California and it is likely that calls for service would go unaddressed.

However, WDM conducted by entities other than the Counties/CDFA/WS-California would still be limited in area, short-lived and/or temporary, and would not permanently convert any land. Thus, the absence of the CDFA/Counties/WS-California lethal operational WDM activities would not result in a substantive increase or change in impact severity related to riparian habitat and sensitive natural communities, and impacts would remain less than significant under CEQA and not significant under NEPA.

CEQA Conclusion: *Less than significant.*

NEPA Conclusion: *Not significant.*

BIO-3: *Would the Alternative have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?*

Alternative 1: No Project/Continuation of WS-California

Under Alternative 1, no new CDFA or County WDM would be established and no CDFA or County-led Emergency/Rapid Response activities would occur. Under Alternative 1, WS-California personnel would continue to carry out WDM activities under CSAs and for Threatened and Endangered Species protection projects as requested.

As stated for the Proposed Project/Proposed Action, WS-California is not authorized to, nor does it, conduct activities such as land development, construction, or soil or vegetation removal. The absence of the CDFA/Counties operational WDM activities would not result in a change in impact severity related to state or federally protected wetlands; there would be no impacts to wetlands under CEQA and impacts would be not significant under NEPA because this alternative represents continuation of baseline conditions.

CEQA Conclusion: *No impact.*

NEPA Conclusion: *Not significant.*

Alternative 2: Non-Lethal Operational WDM, Except for Human/Companion Animal Health and Safety, Threatened and Endangered Species Protection, and WHM

Alternative 2 would be similar to the Proposed Project/Proposed Action; however, lethal operational WDM would only occur in cases to protect human (including airport WHM) and companion animal health and safety, and for T&E species protection. As stated for the Proposed Project/Proposed Action, WS-California is not authorized to, nor does it, conduct activities such as land development, construction, or soil or vegetation removal. WDM activities are limited in area, short-lived and/or temporary, and do not involve any permanent conversion of land. Minor disturbance of vegetation communities from off-road vehicle use or placement of traps would be temporary and sited outside of state and federally protected wetlands. Non-lethal WDM of beaver would affect a very small proportion of statewide populations and would therefore not interfere with the current ecosystem services provided by these species relative to state and federally protected wetlands. The absence of the CDFA/Counties operational WDM activities would not result in a change in impact severity related to state or federally protected wetlands and impacts would remain less than significant with mitigation (MM-BIO-3, Section 4.2.2.3.2), as described for the Proposed Project/Proposed Action under CEQA, and impacts would be not significant under NEPA as these measures are already incorporated into WS-California's WDM and directives.

CEQA Conclusion: *Less than significant with mitigation.*

NEPA Conclusion: *Not significant.*

Alternative 3: Non-Lethal Operational WDM

Alternative 3 would be similar to Alternative 2; however, only non-lethal operational WDM would be carried out by the CDFA/Counties/WS-California. As stated for the Proposed Project/Proposed Action, WS-California is not authorized to, nor does it, conduct activities such as land development, construction, or soil or vegetation removal. Minor disturbance of vegetation communities from off-road vehicle use or placement of traps would be temporary and sited outside of state and federally protected wetlands. Non-lethal WDM of beaver would affect a very small proportion of statewide populations and would therefore not interfere with the current ecosystem services provided by these species related to state and federally protected wetlands. The absence of lethal WDM would not result in a change in impact severity related to state or federally protected wetlands and impacts would remain less than significant with mitigation (MM-BIO-3, Section 4.2.2.3.2) under CEQA, as described for the Proposed Project/Proposed Action. Impacts under NEPA would be not significant as these measures are already incorporated into WS-California's WDM, though there is some potential for increased impacts to T&E species as compared to baseline conditions and to the Proposed Project/Proposed Action because WS-California would not use lethal WDM to protect those species.

CEQA Conclusion: *Less than significant with mitigation.*

NEPA Conclusion: *Not significant.*

Alternative 4: Financial Reimbursement Assistance

Alternative 4 is a financial reimbursement assistance alternative and includes cessation of WDM by WS-California. No WDM activities would be carried out by the CDFA/Counties/WS-California, though these agencies may provide technical assistance. Activities such as land development, construction, or soil vegetation removal would not be

covered by financial reimbursements under this alternative. The absence of the CDFA/Counties/WS-California operational WDM activities would not result in a change in impact severity related to state or federally protected wetlands and there would continue to be no impact under CEQA. Alternative 4 is not available to WS-California. Refer to Section 3.8.4 for a description of activities proposed under Alternative 4.

CEQA Conclusion: *No impact.*

Alternative 5: No Project/Cessation of WS-California

Alternative 5 would be a complete cessation of WDM activities by WS-California and would not include any new WDM by the CDFA or Counties. Activities such as land development, construction, or soil vegetation removal would not be provided under this alternative. Cessation of all CDFA/County/WS-California WDM activities would not result in a change in impact severity related to state or federally protected wetlands and there would continue to be no impact under CEQA and NEPA.

CEQA Conclusion: *No impact.*

NEPA Conclusion: *No impact.*

BIO-4: Would the Alternative interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?

Alternative 1: No Project/Continuation of WS-California

Under Alternative 1, no new CDFA or County WDM would be established and no CDFA or County-led Emergency/Rapid Response activities would occur. Under Alternative 1, WS-California personnel would continue to carry out WDM activities under CSAs and for Threatened and Endangered Species protection projects as requested.

These activities are limited in area, short lived and/or temporary, and do not involve any large-scale fence installation that interfere substantially with wildlife movement or chronic noise exposure that would impede the use of native wildlife nursery sites resulting in population declines. Potential impacts to the movement of native species under Alternative 1 are expected to be the same as under the Proposed Project/Proposed Action. Under the Proposed Project/Proposed Action, the CDFA/Counties could potentially carry out operational assistance but these activities would be limited in scope. Thus, the absence of the CDFA/Counties operational WDM activities would not result in a substantive increase or change in impact severity related to wildlife movement, corridors, or nursery sites, and impacts would remain less than significant with mitigation (MM-BIO-4) under CEQA and not significant under NEPA as these measures are already incorporated into WS-California's WDM.

CEQA Conclusion: *Less than significant with mitigation.*

NEPA Conclusion: *Not significant.*

Alternative 2: Non-Lethal Operational WDM, Except for Human/Companion Animal Health and Safety, Threatened and Endangered Species Protection, and WHM

Alternative 2 would be similar to the Proposed Project/Proposed Action; however, lethal operational WDM would only occur in cases to protect human (including airport WHM) and companion animal health and safety, and for T&E

species protection. The CDFA/Counties/WS-California would not use lethal methods to respond to other WDM requests (e.g., agricultural damage, property damage, and for game species). Lethal operational WDM could be handled by other entities that may or may not adhere to BMPs, or federal, state, and/or local laws. Implementation of Alternative 2 would likely increase lethal operational WDM activities by other entities in proportion to the reduction in services previously provided by WS-California. Since these other entities may not be aware of or adhere to BMPs or federal/state/local regulations protecting wildlife movement or nursery sites, additional impacts may occur than if such services were provided by the CDFA/Counties/WS-California. However, such activities would still be limited in area, short-lived and/or temporary, and would not permanently convert any land. This alternative would not involve any large-scale fence installations that interfere substantially with wildlife movement or chronic noise exposure that would impede the use of native wildlife nursery sites resulting in population declines. Thus, cessation of the CDFA/Counties/WS-California lethal WDM activities would not result in a substantive increase or change in impact severity related to wildlife movement, corridors, or nursery sites, and impacts would remain less than significant with mitigation (MM-BIO-4) under CEQA and not significant under NEPA as these measures are already incorporated into WS-California's WDM.

CEQA Conclusion: *Less than significant with mitigation.*

NEPA Conclusion: *Not significant.*

Alternative 3: Non-Lethal Operational WDM

Alternative 3 would be similar to Alternative 2; however, only non-lethal operational WDM would be carried out by the CDFA/Counties/WS-California. Any lethal operational WDM would be handled by other entities. Implementation of Alternative 3 would likely increase lethal operational WDM activities by other entities in proportion to the reduction in services previously provided by WS-California. Since these other entities may not be aware of or adhere to BMPs or federal/state/local regulations protecting wildlife movement or nursery sites, additional impacts may occur than if such services were provided by the CDFA/Counties/WS-California. However, such activities would still be limited in area, short-lived and/or temporary, and would not permanently convert any land. This alternative would not involve any large-scale fence installations that interfere substantially with wildlife movement or chronic noise exposure that would impede the use of native wildlife nursery sites resulting in population declines. Thus, cessation of the CDFA/Counties/WS-California lethal WDM activities would not result in a substantive increase or change in impact severity related to wildlife movement, corridors, or nursery sites, and impacts would remain less than significant with mitigation (MMBIO-4) under CEQA and not significant under NEPA as these measures are already incorporated into WS-California's WDM.

CEQA Conclusion: *Less than significant with mitigation.*

NEPA Conclusion: *Not significant.*

Alternative 4: Financial Reimbursement Assistance

Alternative 4 is a financial reimbursement assistance alternative and includes cessation of WDM by WS-California. No WDM activities would be carried out by the CDFA/Counties/WS-California, though these agencies may provide technical assistance. All WDM would be handled by other entities. Implementation of Alternative 4 would likely increase operational WDM activities by other entities in proportion to the reduction of services previously provided by WS-California. Other entities, including private landowners, would not likely have the expertise, training, equipment (e.g., firearms, I&E drugs, aircraft), or authorization to carry out WDM like WS-California, and it is likely

that some calls for service would go unaddressed. Alternative 4 is not available to WS-California. Refer to Section 3.8.4 for a description of activities proposed under Alternative 4.

Implementation of Alternative 4 would likely increase lethal operational WDM activities by other entities in proportion to the reduction in services previously provided by WS-California. Since these other entities may not be aware of or adhere to BMPs or federal/state/local regulations protecting wildlife movement or nursery sites, additional impacts may occur than if such services were provided by the CDFA/Counties/WS-California. However, such activities would still be limited in area, short-lived and/or temporary, and would not permanently convert any land. This alternative would include reimbursement to landowners for installation of fencing to deter wildlife damage, which could lead to increased linear feet of fencing when compared to the Proposed Project/Proposed Action and Alternative 1. However, it is not expected that such increases in fencing would be substantial enough to result in significant impacts to wildlife movement or corridors. Thus, cessation of the CDFA/Counties/WS-California WDM activities and creation of the financial reimbursement assistance program would not result in a substantive increase or change in impact severity related to wildlife movement, corridors, or nursery sites, and impacts would remain less than significant under CEQA.

CEQA Conclusion: *Less than significant.*

Alternative 5: No Project/Cessation of WS-California

Alternative 5 would be a complete cessation of WDM activities by WS-California and would not include any new WDM by the CDFA or Counties. Unlike Alternative 4, no financial reimbursement program would be established to potentially reduce demand for WDM. WDM would still be implemented by other agencies and entities. Alternative 5 would mean WDM would be handled by other entities, who may or may not adhere to safety precautions, BMPs, or federal state, and/or local laws. Alternative 5 would likely increase WDM activities by other entities in proportion to the reduction of services previously provided by WS-California. Other entities, including private landowners, would not likely have the expertise, training, equipment (e.g., firearms, I&E drugs, aircraft), or authorization to carry out WDM like WS-California and it is likely that calls for service would go unaddressed.

In addition, these other entities may not be aware of or adhere to BMPs or federal/state/local regulations protecting wildlife movement or nursery sites, and additional impacts may occur than if such services were provided by the CDFA/Counties/WS-California. However, such activities would still be limited in area, short-lived and/or temporary, and would not permanently convert any land. This alternative would not involve any large-scale fence installations that interfere substantially with wildlife movement or chronic noise exposure that would impede the use of native wildlife nursery sites resulting in population declines. Thus, cessation of the CDFA/Counties/WS-California WDM activities would not result in a substantive increase or change in impact severity related to wildlife movement, corridors, or nursery sites, and impacts would remain less than significant under CEQA, and no impact would occur under NEPA.

CEQA Conclusion: *Less than significant.*

NEPA Conclusion: *No impact.*

BIO-5: Would the Alternative conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

Alternative 1: No Project/Continuation of WS-California

Under Alternative 1, no new CDFA or County WDM would be established and no CDFA or County-led Emergency/Rapid Response activities would occur. Under Alternative 1, WS-California personnel would continue to carry out WDM activities under CSAs and for Threatened and Endangered Species protection projects as requested.

No trees are removed during these activities and compliance with local policies or ordinances would continue to be the responsibility of the local entity conducting or requesting WDM. Therefore, there would be no impact under CEQA and no impact under NEPA as these measures are already incorporated into WS-California's WDM and directives.

CEQA Conclusion: *No impact.*

NEPA Conclusion: *No impact.*

Alternative 2: Non-Lethal Operational WDM, Except for Human/Companion Animal Health and Safety, Threatened and Endangered Species Protection, and WHM

Alternative 2 would be similar to the Proposed Project/Proposed Action; however, operational WDM would only occur in cases to protect human (including airport WHM) and companion animal health and safety, and for T&E species protection. No trees are removed during these activities and compliance with local policies or ordinances would continue to be the responsibility of the local entity conducting or requesting WDM. Therefore, impacts would be less than significant with mitigation under CEQA (MM-BIO-5), as described for the Proposed Project/Proposed Action. No impact would occur under NEPA as these measures are already incorporated into WS-California's WDM and directives.

CEQA Conclusion: *Less than significant with mitigation.*

NEPA Conclusion: *No impact.*

Alternative 3: Non-Lethal Operational WDM

Alternative 3 would be similar to Alternative 2; however, only non-lethal operational WDM would be carried out by the CDFA/Counties/WS-California. No trees are removed during these activities and compliance with local policies or ordinances would continue to be the responsibility of the local entity conducting or requesting WDM. Therefore, impacts would be less than significant with mitigation under CEQA (MM-BIO-5), as described for the Proposed Project/Proposed Action. No impact would occur under NEPA as these measures are already incorporated into WS-California's WDM and directives.

CEQA Conclusion: *Less than significant with mitigation*

NEPA Conclusion: *No impact.*

Alternative 4: Financial Reimbursement Assistance

Alternative 4 is a financial reimbursement assistance alternative in which all WDM would be conducted by entities other than the CDFA/Counties/WS-California (e.g., private landowners). The removal of trees would not be

reimbursed under this alternative. Compliance with local policies or ordinances would be the responsibility of those entities. Therefore, there would be no impact under CEQA. Alternative 4 is not available to WS-California. Refer to Section 3.8.4 for a description of activities proposed under Alternative 4.

CEQA Conclusion: *No impact.*

Alternative 5: No Project/Cessation of WS-California

Alternative 5 would be a complete cessation of WDM activities by WS-California and would not include any new WDM by the CDFA or Counties. No trees would be removed under this alternative. WDM would still be implemented by other agencies and entities. Compliance with local policies or ordinances would be the responsibility of those entities. Therefore, there would be no impact under CEQA and NEPA.

CEQA Conclusion: *No impact.*

NEPA Conclusion: *No impact.*

BIO-6: *Would the Alternative conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?*

Alternative 1: No Project/Continuation of WS-California

Under Alternative 1, no new CDFA or County WDM would be established and no CDFA or County-led Emergency/Rapid Response activities would occur. Under Alternative 1, WS-California personnel would continue to carry out WDM activities under CSAs and for T&E species protection projects as requested. WDM actions under Alternative 1 represents current conditions, there would be no impact relative to the baseline conditions; thus, no impacts are anticipated under NEPA. There would be no change from the baseline condition, and therefore no impact would occur under CEQA.

CEQA Conclusion: *No impact.*

NEPA Conclusion: *No impact.*

Alternative 2: Non-Lethal Operational WDM, Except for Human/Companion Animal Health and Safety, Threatened and Endangered Species Protection, and WHM

Alternative 2 would be similar to the Proposed Project/Proposed Action; however, operational WDM by WS-California or the CDFA/Counties would only occur in cases to protect human (including airport WHM) and companion animal health and safety, and for T&E species protection. This would represent a reduction in WDM activity as compared to baseline conditions and the Proposed Project/Proposed Action. Impacts would be less than significant with mitigation (MM-BIO-6) under CEQA. No impact would occur under NEPA as these measures are already incorporated into WS-California's WDM.

CEQA Conclusion: *Less than significant with mitigation*

NEPA Conclusion: *No impact.*

Alternative 3: Non-Lethal Operational WDM

Alternative 3 would be similar to Alternative 2; however, only non-lethal operational WDM would be carried out by the CDFCA/Counties/WS-California. By restricting the ability of WS-California and county wildlife specialists to conduct lethal WDM, some WDM that benefits T&E species may not be feasible. However, this alternative would represent a reduction in overall WDM activity as compared to baseline conditions and the Proposed Project/Proposed Action. Impacts would be less than significant with mitigation (MM-BIO-6) under CEQA, as described for the Proposed Project/Proposed Action. No impact would occur under NEPA as these measures are already incorporated into WS-California's WDM.

CEQA Conclusion: *Less than significant with mitigation*

NEPA Conclusion: *No impact.*

Alternative 4: Financial Reimbursement Assistance

Alternative 4 is a financial reimbursement assistance alternative in which all WDM would be conducted by entities other than the CDFCA/Counties/WS-California (e.g., private landowners). Any potential conflicts with HCPs, NCCPs, or other approved conservation plans related to WDM activities would be the responsibility of those entities. Therefore, no impact would occur under CEQA. Alternative 4 is not available to WS-California. Refer to Section 3.8.4 for a description of activities proposed under Alternative 4.

CEQA Conclusion: *No impact.*

Alternative 5: No Project/Cessation of WS-California

Alternative 5 would be a complete cessation of WDM activities by WS-California and would not include any new WDM. WDM would still be implemented by other agencies and entities. Any potential conflicts with HCPs, NCCPs, or other approved conservation plans related to WDM activities would be the responsibility of those entities. Therefore, no impact would occur under CEQA and NEPA.

CEQA Conclusion: *No impact.*

NEPA Conclusion: *No impact.*

BIO-7: Would the Alternative cause a substantial adverse effect to populations of non-special status wildlife or plant species, especially if those effects could result in substantial ecosystem changes?

Alternative 1: No Project/Continuation of WS-California

Under Alternative 1, no new CDFCA or County WDM would be established and no CDFCA or County-led Emergency/Rapid Response activities would occur. Under Alternative 1, WS-California personnel would continue to carry out WDM activities under CSAs and for Threatened and Endangered Species protection projects as requested.

WDM activities conducted during the baseline period (Appendix D) would continue and would remain under sustainable mortality thresholds relative to statewide and/or county population estimates. Under the Proposed Project/Proposed Action, the CDFCA/Counties could potentially carry out operational assistance including lethal and non-lethal WDM, but these activities would be limited in scope. Thus, the absence of the CDFCA/Counties operational

WDM activities under Alternative 1 would not result in a substantive increase or change in impact severity related to non-special-status species, and impacts would remain not significant under NEPA. No impact would occur under CEQA.

CEQA Conclusion: *No impact.*

NEPA Conclusion: *Not significant.*

Alternative 2: Non-Lethal Operational WDM, Except for Human/Companion Animal Health and Safety, Threatened and Endangered Species Protection, and WHM

Alternative 2 would be similar to the Proposed Project/Proposed Action; however, lethal WDM would only occur in cases to protect human (including airport WHM) and companion animal health and safety, and for T&E species protection. Lethal WDM of non-special-status species including non-native or feral species would continue to occur but would be conducted by other entities, who may or may not adhere to safety precautions, BMPs, or federal state, and/or local laws. Alternative 2 would likely increase WDM activities by other entities in proportion to the reduction of services previously provided by WS-California. Other entities, including private landowners, would not likely have the expertise, training, equipment (e.g., firearms, I&E drugs, aircraft), or authorization to carry out WDM like WS-California and it is likely that calls for service would go unaddressed. It is possible that this alternative would result in reduced levels of WDM of non-special-status species, but that is speculative as the future capacity of other entities to conduct lethal WDM is unknown. Take of unprotected mammals by private individuals or their agent is not required to be reported to CDFW or other agencies, resulting in underreporting as compared to the Proposed Project/Proposed Action. Impacts to non-special-status species may be reduced as compared to the Proposed Project/Proposed Action and would remain less than significant or less than significant with mitigation (MM-BIO-7) under CEQA depending on the species, as described for the Proposed Project/Proposed Action. Impacts under NEPA would be not significant as these measures are already incorporated into WS-California's WDM.

CEQA Conclusion (Plants and other Wildlife): *Less than significant.*

NEPA Conclusion: *Not significant.*

Alternative 3: Non-Lethal Operational WDM

Alternative 3 would be similar to the Proposed Project/Proposed Action; however, only non-lethal operational WDM would be carried out by the CDFA/Counties/WS-California. Lethal WDM of non-special-status species including non-native or feral species would continue to occur but would be conducted by other entities, who may or may not adhere to safety precautions, BMPs, or federal state, and/or local laws. Alternative 2 would likely increase WDM activities by other entities in proportion to the reduction of services previously provided by WS-California. Other entities, including private landowners, would not likely have the expertise, training, equipment (e.g., firearms, I&E drugs, aircraft), or authorization to carry out WDM like WS-California and it is likely that calls for service would go unaddressed. It is likely that this alternative would result in reduced levels of lethal WDM of non-special-status species due to the reduced capacity of private landowners to conduct WDM, but the extent of that reduction is speculative as the future capacity of other entities to conduct lethal WDM is unknown. Take of unprotected mammals by private individuals or their agent is not required to be reported to CDFW or other agencies, resulting in underreporting as compared to the Proposed Project/Proposed Action. Impacts to non-special-status species may be reduced as compared to the Proposed Project/Proposed Action and would remain less than significant or less than significant with mitigation (MM-BIO-7) under CEQA, as described for the Proposed Project/Proposed

Action. Impacts under NEPA would be not significant as these measures are already incorporated into WS-California's WDM.

CEQA Conclusion (Plants and other Wildlife): *Less than significant.*

NEPA Conclusion: *Not significant.*

Alternative 4: Financial Reimbursement Assistance

Alternative 4 is a financial reimbursement assistance alternative in which all WDM would be conducted by entities other than the CDFA/Counties/WS-California (e.g., private landowners). It is likely that this alternative would result in reduced levels of lethal WDM of non-special-status species due to the reduced capacity of private landowners to conduct WDM, but the extent of that reduction is speculative. Take of unprotected mammals by private individuals or their agent is not required to be reported to CDFW or other agencies, resulting in underreporting as compared to the Proposed Project/Proposed Action. Impacts to non-special-status species may be reduced as compared to the Proposed Project/Proposed Action and would remain less than significant. Alternative 4 is not available to WS-California. Refer to Section 3.8.4 for a description of activities proposed under Alternative 4.

CEQA Conclusion: *Less than significant.*

Alternative 5: No Project/Cessation of WS-California

Alternative 5 would be a complete cessation of WDM activities by WS-California and would not include any new WDM by the CDFA or the Counties. WDM would still be implemented by other agencies and entities. It is likely that this alternative would result in reduced levels of lethal WDM of non-special-status species due to the reduced capacity of private landowners to conduct WDM, but the extent of that reduction is speculative. Take of unprotected mammals by private individuals or their agent is not required to be reported to CDFW or other agencies, resulting in underreporting as compared to the Proposed Project/Proposed Action. Impacts to non-special-status species may be reduced as compared to the Proposed Project/Proposed Action and would remain less than significant impacts under CEQA and not significant under NEPA.

CEQA Conclusion: *Less than significant.*

NEPA Conclusion: *Not significant.*

Table 4.2.2-5. Comparison of Impacts from the Proposed Project/Proposed Action and Alternatives

Significance Threshold	Proposed Project/Proposed Action		Alternative 1		Alternative 2		Alternative 3		Alternative 4		Alternative 5	
	NEPA	CEQA	NEPA	CEQA	NEPA	CEQA	NEPA	CEQA	NEPA	CEQA	NEPA	CEQA
Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service.	NS	LTS or LTS/M for all species (Scenario 1) or LTS or LTS/M for all species except mountain lion, mountain lion SU (Scenario 2) ^a	NI	LTS for all species (Scenario 1) or LTS for all species except mountain lion, mountain lion SU (Scenario 2) ^a	NS	LTS or LTS/M for all species (Scenario 1) or LTS or LTS/M for all species except mountain lion, mountain lion SU (Scenario 2) ^a	NS	LTS or LTS/M depending on species	NA	LTS	NI	NI
Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service.	NS	LTS	NI	LTS	NS	LTS	NS	LTS	NA	LTS	NS	LTS
Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means.	NS	LTS/M	NS	LTS	NS	LTS/M	NS	LTS/M	NA	NI	NI	NI
Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites.	NS	LTS/M	NS	LTS/M	NS	LTS/M	NS	LTS/M	NA	LTS	NI	LTS
Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance.	NI	LTS/M	NI	NI	NI	LTS/M	NI	LTS/M	NA	NI	NI	NI
Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan.	NI	LTS/M	NI	NI	NI	LTS/M	NI	LTS/M	NA	NI	NI	NI
Cause a substantial adverse effect to populations of non-special status wildlife or plant species, especially if those effects could result in substantial ecosystem changes.	NS	LTS or LTS/M depending on species	NS	NI	NS	LTS or LTS/M depending on species	NS	LTS or LTS/M depending on species	NA	LTS	NS	LTS

Notes: NEPA: NI = no impact; NS = Not Significant; S = Significant; NA = not applicable. CEQA: NI = no impact; LTS = less than significant; SU = significant and unavoidable; LTS/M = less than significant with mitigation incorporated

^a Refer to Threshold BIO-1 regarding the two potential scenarios for mountain lion in California – (1) the species does become listed under CESA, and (2) the species does not become listed under CESA in candidate counties.

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4.2.3 Tribal Cultural Resources (Concerns of Indian Tribes)

This section discusses tribal cultural resources (TCRs) conditions of the State of California; it identifies associated regulatory requirements, summarizes consultation with Native American tribes and designated contacts, evaluates potential impacts, and identifies mitigation measures related to implementation of the Proposed Project/Proposed Action.

Activities within this framework would be carried out by the California Department of Food and Agriculture (CDFA), the California Counties (Counties), and/or Wildlife Services (WS-California), a state office within the U.S. Department of Agriculture's Animal Plant and Health Inspection Service, with collaboration and consultation from local, private, state, tribal, and federal entities. The environmental impact report (EIR)/environmental impact statement (EIS) for the Proposed Project/Proposed Action is focused on managing damage from wildlife species associated with the protection of agriculture, property, human health and safety, and threatened and endangered species. The list of potential wildlife damage management (WDM) activities and methods is included in Appendix C of this EIR/EIS. Assistance with wildlife conflicts could be requested from anywhere within the state; as such, no specific locations for Proposed Project/Proposed Action implementation have been defined at this time. While WDM could occur anywhere within the state, the proposed activities would occur only at the request of the land/resource owner or manager and on limited portion of the lands within California. No WDM activities by the CDFA, Counties, and/or WS-California would be conducted on tribally managed lands without a specific request from the tribe. If WDM is requested on tribally managed lands, the tribal government, the tribal wildlife management entity, and/or the Bureau of Indian Affairs have the authority to determine the methodology used. As described in Section 4.2.2, Biological Resources, the proportion of individual target wildlife removed through WDM activities described as part of the Proposed Project/Proposed Action would be small in comparison to their overall populations.

No earth-disturbing activities or permanent installation of equipment is proposed under the Proposed Project/Proposed Action. For this reason, the potential for affecting TCRs, as defined by California Public Resources Code, Section 21074(a), or cultural resources/historic properties, including both archaeological and historic built environment resources, is very low. In order to ensure compliance with regulatory requirements, government-to-government consultation or other engagement pursuant to Assembly Bill (AB) 52, Section 106 of the National Historic Preservation Act, and National Environmental Policy Act (NEPA) has been completed. All Native American tribal contacts, both federal and state recognized, on file with the California Native American Heritage Commission (NAHC) with traditional cultural affiliation to the Proposed Project/Proposed Action area were contacted in order to further assess potential effects to TCRs.

Native American tribes in the United States are sovereign nations and generally have the authority to manage wildlife and habitat on tribally managed lands as defined in treaties between the U.S. government and the tribes. Native American tribes have a unique cultural and spiritual relationship with wildlife and native ecosystems. The exact nature of the relationship varies among tribes, groups, and families and individuals within tribes. Native American tribes in California use natural resources for food, income, and cultural practices. Tribal members may also derive income from providing guide services. Actions that substantially impact wildlife species population density and distribution have the potential to adversely affect tribal members spiritually, culturally, and economically. Tribal members may also be concerned that wildlife removal could potentially result in impacts to ecosystems that impact other species and plants valued by tribal members.

4.2.3.1 Existing Conditions

A project with an effect that may cause a substantial adverse change in the significance of a TCR (as defined by California Public Resources Code, Section 21074) and/or resources of Native American traditional religious and cultural importance, as defined under NEPA and Section 106 of the National Historic Preservation Act, is a project that may have a significant effect on the environment. An appropriate approach to potential impacts to tribal resources is developed in response to the identified presence of such resources by California Native American tribes through the process of consultation.

The following section provides a summary of government-to-government consultation, as supported by Dudek. Consultation was intended to meet best practice standards, acting in good faith and extending a reasonable effort.

4.2.3.1.1 Consultation

Information pertaining to TCRs is held by California Native American tribes. As such, the initial consultation process was to request a list of Native American tribal contacts, both federal and state recognized, on file with the NAHC. In order to ensure that the tribes had the opportunity to provide comment, the CDFA, as supported by Dudek, then contacted all NAHC-listed tribal contacts through a series of letters, emails, and calls. All letters were addressed from the CDFA with a designated agency contact and with Dudek personnel as secondary contacts. Federally recognized tribes were also provided with an option to consult under Section 106 of the National Historic Preservation Act. Letters provided Proposed Project/Proposed Action details, regulatory requirements, and requested timelines for review and response. For tribal contacts who did respond to these initial letter notifications, they were contacted by Dudek personnel acknowledging their request to consult, their declining of additional outreach, or their request for additional clarification about the Proposed Project/Proposed Action. Follow-up emails and calls were also components of the outreach process.

Below is an overview of Native American tribal outreach pertaining to the development of this EIS/EIR. Communication records are included in Appendix E of this EIR/EIS. Within this appendix, the table within Attachment A contains the initial contact list provided by the NAHC. Table 1 of Appendix E includes a summary record of responses. Attachment D includes representative samples of the letters sent to Native American contacts. Attachment E is the phone script that was developed for follow-up contact with tribes.

A list containing 198 Native American contacts was provided by the NAHC on September 14, 2020. This list included physical addresses, telephone numbers, and email addresses used to contact the tribal representatives. All individuals were mailed formal AB 52 project notification letters via U.S. Postal Service Certified Mail on September 22, 2020. Individuals were requested to respond with any comments, concerns, or requests for consultation within 30 days of receipt of the letter. A Certified Mail Receipt was requested for each letter. For those tribal representatives who did not respond, or in cases where the letter was undeliverable or a Certified Mail Receipt was not returned, Dudek emailed follow-up AB 52 letters on February 22, 2021, to those tribes with provided emails. Recipients were provided an additional 30 days to respond.

Near the end of the 30-day response period for this follow-up communication, Dudek called all NAHC-listed contacts with provided telephone numbers that had yet to respond (March 19 through March 23, 2021). A phone script was developed and approved by the CDFA to ensure consistency with outreach and the overall Program description. On March 30, 2021, Dudek re-sent letters via email to those who indicated during calls that they had a new contact or an updated email address. Additional research for those contacts that were undeliverable (incorrect or missing physical address or email) was conducted and on April 7, 2021, Dudek re-sent AB 52 notification letters via U.S.

Postal Service Certified Mail, providing another 30 days to respond. Additional follow-up by phone was completed with Rincon Band of Mission Indians (May 11, 2021) and Washoe Tribe of California and Nevada (May 18, 2021) to confirm if consultation was desired. Tribes expressing interest in consultation calls or informational calls were invited to schedule online meetings via Zoom.

In total, 21 tribes responded to outreach letters, emails, and phone calls. Of these, six tribes requested consultation pursuant to AB 52. Six additional tribes did not request formal consultation but expressed interest in an informational call regarding the Proposed Project/Proposed Action process and implementation. These 12 tribes were invited to schedule either a consultation call or informational call via Zoom. Three tribes scheduled a consultation call and two tribes scheduled an informational call. The CDFA and WS-California agency representatives were present during these Zoom video conference meetings. WS-California's consultation obligations pursuant to federal regulatory requirements extend to federally recognized tribes on this list. Of those tribes who did not request consultation or informational calls, one tribe indicated that they would like to review the EIR/EIS when the draft document is circulated, one tribe indicated they would like to be contacted in the event of an inadvertent discovery of Native American artifacts, one tribe indicated they would like to be contacted if WDM activities result in furs or materials that would be of use to the tribe, and seven tribes indicated that no additional contact would be required. A full summary of tribal responses, communications, and consultations can be found in the tribal report (Appendix E).

4.2.3.2 Relevant Laws, Policies, and Ordinances

Relevant laws, policies, ordinances, plans, and executive orders related to tribal and cultural resources are located in Appendix B.

4.2.3.3 Adverse Effects/Thresholds of Significance

Under NEPA, the level of an effect must consider the context and intensity of the environmental effect and if the corresponding impact results in an adverse effect. For the purposes of the analysis, an adverse effect under NEPA would occur if the Proposed Project/Proposed Action would:

Directly, indirectly, or cumulatively result in adverse effects on tribal cultural resources.

The significance criteria used to evaluate potential Proposed Project/Proposed Action impacts to TCRs under state and local regulations are based on Appendix G of the California Environmental Quality Act (CEQA) Guidelines. According to Appendix G of the CEQA Guidelines, a significant impact related to TCRs would occur if the Proposed Project/Proposed Action would:

1. Cause a substantial adverse change in the significance of a tribal cultural resource as defined above; or
2. Cause an adverse effect to a traditional cultural property, landscape, or other resource of Native American traditional religious or cultural importance, as defined above.

4.2.3.4 Impacts Analysis

This section uses the below terminology adapted from Section 4.1.4, Impact/Effect Terminology, to describe the effects of the Proposed Project/Proposed Action on resources under CEQA (i.e., CEQA Conclusion) and on the ecological aspects of the human environment (i.e., natural resources and components, structures, and functioning of affected ecosystems) under NEPA (i.e., NEPA Conclusion).

CEQA Conclusions

- **No Impact:** The Proposed Project/Proposed Action would not affect the resource or topic and would not change the environmental baseline. (NI)
- **Less than Significant:** The Proposed Project/Proposed Action would not result in a substantial adverse change in the resource or topic, and no mitigation is needed. (LTS)
- **Less than Significant with Mitigation:** The Proposed Project/Proposed Action would not result in a substantial adverse change in the resource or topic if mitigation is incorporated. (LTS/M)
- **Significant and Unavoidable:** The Proposed Project/Proposed Action could result in a substantial adverse impact on the resource or topic and the impact would remain significant after application of all feasible mitigation measures. (SU)
- **Less than Cumulatively Considerable:** The impact from the Proposed Project/Proposed Action, in combination with other cumulative development effects, is not considered cumulative and significant. (LCC)
- **Cumulatively Considerable:** The impact from the Proposed Project/Proposed Action, in combination with other cumulative development effects, is considered cumulative and significant. (CC)
- **Beneficial:** The Proposed Project/Proposed Action would result in an increase in the quality of the resource. (B)

NEPA Conclusions

- **No Impact:** The Proposed Project/Proposed Action would not affect ecological aspects of the human environment. (NI)
- **Not Significant:** The Proposed Project/Proposed Action would not substantially affect ecological aspects of the human environment. (NS)
- **Significant:** The Proposed Project/Proposed Action would substantially affect ecological aspects of the human environment. (S)

4.2.3.4.1 Proposed Project/Proposed Action Impacts

TCR-1: Would the Proposed Project/Proposed Action cause a substantial adverse change in the significance of a tribal cultural resource as defined above?

TCR-2: Would the Proposed Project/Proposed Action cause an adverse effect to a traditional cultural property, landscape, or other resource of Native American traditional religious or cultural importance, as defined above?

Under the Proposed Project/Proposed Action, the CDFA would have a new role in statewide activities. The CDFA and the Counties would have the opportunity to formalize a program that provides an adaptive and integrated approach, cooperator/requestor participation, technical assistance on lethal and non-lethal techniques, and/or lethal and non-lethal operational WDM assistance that is similar to WS-California's existing WDM activities. Under the Proposed Project/Proposed Action, WS-California would continue to provide technical assistance on lethal and non-lethal WDM techniques and/or provide lethal and non-lethal operational WDM assistance as described in their Cooperative Service Agreements. This would include threatened and endangered species protection and wildlife hazard management at airports. The Proposed Project/Proposed Action will utilize an integrated WDM approach to address high-risk wildlife damage situations calling for immediate treatment activities (i.e., rapid response). Refer to Section 3.7.1 of this EIR/EIS for additional details of the Proposed Project/Proposed Action.

Consultation with California Native American tribes has not indicated that Proposed Project/Proposed Action activities are likely to result in impacts to specific TCRs. Proposed Project/Proposed Action activities would not involve ground disturbance, nor would they include permanent installation of equipment. Activities occurring on tribally managed lands would occur at the request of that tribe and, as such, tribes would be informed before WDM activities began.

Additionally, Proposed Project/Proposed Action activities would not significantly impact wildlife populations (see Section 4.2.2 of this EIS/EIR for detailed analysis). Given that the Proposed Project/Proposed Action is focused on a process involving pre-defined activities by multiple agencies that occur at the request of land/resource owners or managers, it is possible that activities could intersect areas understood to be TCRs. Also, the definition of TCRs includes a broad range of natural, environmental, and cultural features, the location, type, and significance of which are assigned by tribes.

With these considerations in mind, Proposed Project/Proposed Action activities could result in temporary auditory or visual impacts or occur in proximity to culturally important places; however, the activities would not cause a permanent substantive adverse change in the significance of any TCRs (see Section 4.2.6, Noise, of this EIR/EIS for detailed analysis). As such, the Counties, WS-California, and the CDFA would maintain contact with the tribes and provide annual reporting of Proposed Project/Proposed Action activities, if requested in the consultation process. The traditional geographic area for these tribes, as well as current tribal contacts, would be on file with the respective county governments due to the regular occurrence of tribal notification related to AB 52; in the event that this information is not known, a request should be sent to the NAHC.

The analysis under NEPA indicates that there are no significant direct, indirect, or cumulative impacts associated with the Proposed Project/Proposed Action as it relates to TCRs and the analysis under CEQA concludes that impacts associated with the Proposed Project/Proposed Action as it relates to TCRs would be less than significant with mitigation. Mitigation measures are discussed below.

CEQA Conclusion: *Less than significant with mitigation.*

NEPA Conclusion: *Not significant.*

4.2.3.4.2 Mitigation Measures

As part of their data management role for the Proposed Project/Proposed Action, the CDFA shall refer to Appendix E, Ongoing Tribal Coordination Table, for a list of tribes that have requested activity summaries, their contact information, and other tribe-specific preferences. These tribes would be furnished with summary information on Proposed Project/Proposed Action activities as specified in the Mitigation Measure (MM) TCR-1:

MM-TCR-1 Consulting tribes that have so requested shall be provided with an annual summary of wildlife damage management (WDM) activities that occurred within the counties identified as their tribal cultural resource/tribal cultural place. Consulting tribes shall be provided a reasonable opportunity to review the Proposed Project/Proposed Action activities, review the location of activity implementation on public lands, and provide comment with regard to potential impacts to tribal cultural resources or other resources of Native American cultural value. In the event that a potential resource is identified by a consulting tribe that might be affected, the responsible county government, the CDFA, and/or WS-California shall work with the traditionally culturally affiliated tribe(s) to develop a reasonable and feasible strategy to ensure activities avoid, minimize, or

otherwise appropriately mitigate impacts. In the event that an agreed strategy cannot be developed, counties, the CDFA, and/or WS-California would make the ultimate determination, ensuring compliance with local, state, and federal regulatory conditions.

4.2.3.4.3 Proposed Project/Proposed Action Cumulative Impacts

While comments were initially received from tribes indicating some concern over how wildlife would be cumulatively affected, through consultation it was agreed that Proposed Project/Proposed Action WDM activities were intended to improve the overall natural environment (refer to Section 4.2.2, Biological Resources). No cumulative impacts to tribal cultural values associated with the broader environmental landscapes are anticipated as a result of Proposed Project/Proposed Action activities. The Proposed Project/Proposed Action, as designed, does not involve earth-disturbing activities, permanent installation of equipment, or significant reductions in native wildlife species populations. Based on this knowledge and having received no indication through consultation that known TCRs or resources of Native American cultural value would be cumulatively impacted through implementation of the Proposed Project/Proposed Action, the Proposed Project/Proposed Action would not cumulatively contribute to a significant impact associated with TCRs and therefore would have no adverse effect; impacts would be less than cumulatively considerable.

CEQA Conclusion: *Less than cumulatively considerable.*

NEPA Conclusion: *Not significant.*

4.2.3.4.4 Alternatives Impacts

TCR-1: *Would the Proposed Project/Proposed Action cause a substantial adverse change in the significance of a tribal cultural resource as defined above?*

TCR-2: *Would the Proposed Project/Proposed Action cause an adverse effect to a traditional cultural property, landscape, or other resource of Native American traditional religious or cultural importance, as defined above?*

Alternative 1: No Project/Continuation of WS-California

As described above, consultation with California Native American tribes was conducted. WS-California and Counties do not conduct any WDM activities that result in earth disturbance. While there are existing WS-California and county WDM activities that could result in temporary auditory or visual impacts or occur in proximity to culturally important places, the activities would not cause a permanent substantive adverse change in the significance of any TCRs. Under Alternative 1, there would not be an increase or change to WDM activities compared to existing conditions; therefore, there would be no impact.

As this alternative describes existing WS-California WDM, there would be no significant direct, indirect, or cumulative impacts associated with Alternative 1.

CEQA Conclusion: *No impact.*

NEPA Conclusion: *Not significant.*

Alternative 2: Non-Lethal Operational WDM, Except for Human/Companion Animal Health and Safety, Threatened and Endangered Species Protection, and WHM

As described in Section 4.2.3.1.1, Consultation, consultation with California Native American tribes was conducted. As part of the consultation process, some tribes requested to be provided with an annual summary of WDM that occurred in counties identified within their TCR/Tribal Cultural Place. This was incorporated as a mitigation measure (MM-TCR-1). WS-California does not conduct any WDM activities that result in earth disturbance. While WDM activities to preserve human, companion animal, and/or threatened and endangered species life could result in temporary auditory or visual impacts or occur in proximity to culturally important places, the activities would not cause a permanent substantive adverse change in the significance of any TCRs. Under Alternative 2 there would not be a substantial increase or change to WDM activities compared to existing conditions; therefore, the impacts would be less than significant with mitigation.

Under Alternative 2, there would be no significant physical impacts to culturally important places or permanent substantive adverse changes in the significance of any TCRs; however, there would be a reduced opportunity for individual counties to partner with the CDFA and/or WS-California to participate in emergency/rapid response activities, except for those related to human or companion animal health and safety, threatened and endangered species protection, and airport wildlife hazard management. Under this alternative, WS-California may not be able to meet its legal obligations to protect American agriculture without lethal WDM and it would not meet its mission to respond to all requests for assistance. There are no significant direct, indirect, or cumulative impacts anticipated to be associated with Alternative 2.

CEQA Conclusion: *Less than significant with mitigation.*

NEPA Conclusion: *Not significant.*

Alternative 3. Non-Lethal Operational WDM

As described in Section 4.2.3.1.1, consultation with California Native American tribes was conducted. As part of the consultation process, some tribes requested to be provided with an annual summary of WDM that occurred in counties identified within their TCRs/traditional cultural properties (TCPs). This was incorporated as a mitigation measure (MM-TCR-1).

Under this alternative, California Native American tribes would need to rely on other entities, besides the CDFA and WS-California, to conduct lethal WDM if non-lethal WDM fails. Also, threatened and endangered species protection would not be available from the CDFA and WS-California. Tribes would need to seek that protect from other entities. Also, airports on tribally managed lands would not be able to use the services of the CDFA or WS-California to protect their airports from wildlife hazards. WS-California is federally funded, which makes it more affordable for tribes to obtain WDM services to protect their lands and resources.

WS-California does not conduct any WDM activities that result in earth disturbance. Non-lethal operational WDM activities are not anticipated to result in impacts to culturally important places or cause permanent substantive adverse changes in the significance of any TCRs. Under Alternative 3 there would not be a substantial increase or change in WDM activities compared to existing conditions; therefore, the impacts would be less than significant with mitigation.

Under Alternative 3, there would be no significant physical impacts to culturally important places or permanent substantive adverse changes in the significance of any TCRs; tribes would need to rely on other entities for lethal

WDM activities. Under this alternative, WS-California may not be able to meet its legal obligations to protect American agriculture without lethal WDM and it would not meet its mission to respond to all requests for assistance. There are no significant direct, indirect, or cumulative impacts associated with Alternative 3.

CEQA Conclusion: *Less than significant with mitigation.*

NEPA Conclusion: *Not significant.*

Alternative 4. Financial Reimbursement Assistance

Alternative 4 is a financial reimbursement assistance alternative. No WDM activities would be carried out by the CDFA/Counties/WS-California. All WDM would be handled by other entities or other governmental agencies. Alternative 4 would likely increase operational WDM activities by other entities in proportion to the reduction of services previously provided by WS-California. Implementation of Alternative 4 is not available to WS-California, therefore NEPA based analysis and impact determination is not warranted (see Chapter 3 Section 3.8.4: Financial Reimbursement Assistance).

As described in Section 4.2.3.1.1, consultation with California Native American tribes was conducted. As part of the consultation process, some tribes requested to be provided with an annual summary of WDM that occurred in counties identified within their TCRs. This was incorporated as a mitigation measure (MM-TCR-1).

Reimbursement for a verified loss of livestock or poultry due to predation, installation of protective measures such as fences or scare devices, or purchase of protection animals to address predation would not cause a permanent substantive adverse change in the significance of any TCRs. Because there would not be an adverse change in the significance of any TCRs compared to existing conditions, the impacts would be less than significant with mitigation.

Under this alternative, California Native American tribes would need to rely on other entities, besides the CDFA and WS-California, to conduct lethal WDM if non-lethal WDM fails. Also, threatened and endangered species protection would not be available from the CDFA and WS-California. Tribes would need to seek that protection from other entities. Also, airports on tribally managed lands would not be able to use the services of the CDFA or WS-California to protect their airports from wildlife hazards. WS-California is federally funded, which makes it more affordable for tribes to obtain the WDM services they need to protect their lands and resources.

CEQA Conclusion: *Less than significant with mitigation.*

Alternative 5. No Project/Cessation of WS-California

Alternative 5 would be a complete cessation of WDM activities by WS-California and would not include any new WDM activities by the CDFA or the Counties. WDM activities would still be implemented by other agencies and entities. Alternative 5 would mean any WDM activities would be handled by other entities, who may or may not adhere to safety precautions, best management practices, or federal, state, and/or local laws. Alternative 5 would likely increase WDM activities by other entities in proportion to the reduction of services previously provided by WS-California. Other entities, including private landowners, would not likely have the expertise, equipment (e.g., firearms, I&E drugs, aircraft), or authorization to carry out WDM activities like WS-California, and it is likely that calls for service would go unaddressed.

As described in Section 4.2.3.1.1, consultation with California Native American tribes was conducted. There are existing WDM activities conducted by these other agencies and entities that could result in temporary auditory or visual impacts or occur in proximity to culturally important places; however, the WDM activities are not anticipated

to cause a permanent substantive adverse change in the significance of any TCRs. Under Alternative 5, there would be an increase in WDM activities by these other agencies but not an increase in overall WDM activities compared to existing conditions; therefore, the quantification of an increase in impacts to tribal cultural resources is speculative and the impacts are not significant. However, this alternative (similar to the Proposed Project/Proposed Action and the remaining alternatives) would not involve any physical development or physical activities that would be substantially more intense than existing conditions. As such, the impacts from this alternative would still be less than significant.

Under Alternative 5, there would be no significant physical impacts to culturally important places or permanent substantive adverse changes in the significance of any TCRs. Tribes would need to rely on other entities for lethal and non-lethal WDM activities. Under this alternative, WS-California may not be able to meet its legal obligations to protect American agriculture without lethal WDM and it would not meet its mission to respond to all requests for assistance, because this alternative assumes cessation of WS-California services. However, this alternative (similar to the Proposed Project/Proposed Action and the remaining alternatives) would not involve any physical development or physical activities that would be substantially more intense than existing conditions. As such, the impacts from this alternative would still be less than significant under CEQA and not significant under NEPA.

CEQA Conclusion: *Less than significant.*

NEPA Conclusion: *Not significant.*

4.2.3.4.5 Alternatives Impacts - Cumulative

No cumulative impacts to tribal cultural values associated with the broader environmental landscapes are anticipated as a result of activities under Alternatives 1–5. Alternatives 1–5, as designed, do not involve earth-disturbing activities, permanent installation of equipment, or significant reductions in native wildlife species populations. Based on this knowledge and having received no indication through consultation that known TCRs or resources of Native American cultural value would be cumulatively impacted through implementation of Alternatives 1–5, Alternatives 1–5 would not cumulatively contribute to a significant impact associated with TCRs and therefore would have no adverse effect; impacts would be less than cumulatively considerable under CEQA and no impact under NEPA.

CEQA Conclusion: *Less than cumulatively considerable.*

NEPA Conclusion: *No impact.*

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4.2.4 Hazards and Hazardous Materials

This section presents the existing hazards and hazardous materials conditions and evaluates potential impacts related to implementation of the proposed Project. This section incorporates results from risk assessments on several WDM tools that are considered hazardous and may pose an ecological or human health risk if used improperly.

Under federal and state laws, any material, including wastes, may be considered hazardous if it is specifically listed by statute as such, or if it is toxic (i.e., causes adverse impacts to human health and/or the environment), ignitable, corrosive, or reactive. The term “hazardous material” is defined as any material that, because of quantity, concentration, or physical or chemical characteristics, poses a significant present or potential hazard to human health and safety or to the environment if released into the workplace or the environment (California Health and Safety Code, Chapter 6.95, Section 25501[o]). Also included in this section are associated regulatory requirements, and evaluation of potential impacts related to implementation of the Proposed Project/Proposed Action. Other resource sections in the EIR/EIS that provide information related to hazards and hazardous materials include the following:

- Section 4.2.5, Human and Companion Animal Health and Safety
- Section 4.2.6, Noise

4.2.4.1 Existing Conditions

This section provides an overview of the conditions in California that are subject to various WDM activities. Many of the WDM activities and methods that would be conducted under the Proposed Project/Proposed Action are already ongoing throughout the State of California (State) on an as-needed basis in California Counties. However, while these activities and methods are ongoing, future activities and methods may occur in areas that previously were not subject to said activities and methods, and therefore impacts associated with hazards and hazardous materials are evaluated in the context of potential new geographic locations.

4.2.4.1.1 WS Environmental Risk Assessments

In support of WDM activities, WS prepared risk assessments for many of the methods it uses. These formal risk assessments analyze the impacts of WDM methods on human health and the environment. To ensure the scientific rigor, these risk assessments were peer reviewed by non-federal professionals with knowledge of the methods and risks associated with the use of WDM methods. The peer reviewers were selected by the Association of Fish and Wildlife Agencies, the organization of state, provincial, and territorial fish and wildlife agencies in North America entrusted with primary stewardship over vital wildlife resources. The analyses in this Section will reference these risk assessments. Details of individual WS risk assessments can be found at the USDA-APHIS website <https://www.aphis.usda.gov>¹.

The following risk assessments have been prepared by WS for the use of hazardous materials in WDM:

- The Use of Carbon Monoxide in Wildlife Damage Management (USDA-APHIS-WS 2019)
- The Use of DRC-1339 in Wildlife Damage Management (USDA-APHIS-WS 2022)

¹ Each of the risk assessments prepared by USDA-APHS-WS can be found using the following link: https://www.aphis.usda.gov/aphis/ourfocus/wildlifedamage/programs/nepa/ct-ws-risk_assessments.

- The Use of Explosive Materials in Wildlife Damage Management (USDA-APHIS-WS 2023a)
- The Use of Immobilization and Euthanasia Drugs in Wildlife Damage Management (USDA-APHIS-WS 2023b)

These WS risk assessments have generally found that the WDM methods analyzed often include some inherent risk and cite appropriate measures to mitigate the risks to employee, public, and companion animal safety, humaneness, and risks to other environmental factors. WS-California generally already incorporates these measures, in addition to label requirements, into WDM actions.

4.2.4.1.2 Environmental Setting

The following discussion describes the use of Immunization and Euthanasia (I&E) drugs, DRC-1339, carbon monoxide, lead ammunition, and explosives in California, including product application and regulatory use, exposure incidents, sensitive receptors, and potentially affected and socioeconomically disadvantaged communities, to provide context for the impact evaluation of the Proposed Project/Proposed Action. Many substances used for WDM are Restricted Use Products (RUP) and can only be used by a certified applicator or someone under the certified applicator's direct supervision. Others, such as DRC-1339, can only be used by WS-California.

WDM Uses in California

Some wildlife species are involved in conflicts with humans, including damaging agricultural resources and property, preying upon or harassing livestock, damaging infrastructure and property, and threatening human health and safety. In certain instances, wildlife species may impede efforts by wildlife management agencies to protect and enhance natural resources. Wildlife may also prey upon populations of threatened or endangered species or damage habitat restoration efforts. Wildlife damage management methods are used throughout California by federal, state, and local jurisdictions as well as by private producers and landowners. The WDM products, and their ingredients, that are available under the Proposed Project/Proposed Action are described in Appendix A of the EIR/EIS.

Product Labels

The EPA and FDA require extensive testing and scientific data on the potential health and environmental effects of pesticides or animal drugs before approving the use of the product in the United States. These may include the potential effects on human health, target species, non-target species, the environment, aquatic invertebrates, plants, secondary effects, and other effects. All registered pesticides (e.g., DRC-1339 and carbon monoxide gas cartridges) and animal drugs (e.g., I&E drugs) include a label which provides critical information on how to safely and legally store, handle, and apply the product in order to avoid unintended adverse health and environmental effects. Labels are legally enforceable and it is a violation of Federal law to use any product in a manner inconsistent with its labeling.

Lead Ammunition

Effective July 1, 2015, California state law (AB711) and subsequent regulations promulgated by the California Fish and Game Commission require the use of nonlead ammunition in a phased approach when taking wildlife for recreation or depredation purposes. Effective July 1, 2019, nonlead ammunition is required for the taking of any wildlife for any reason. More information on the state regulations and phased approach can be found at <https://www.wildlife.ca.gov/Hunting/Nonlead-Ammunition>. WS-California complies with federal, state and local

laws and regulations in accordance with APHIS-WS Directive 2.210. As such, neither the Proposed Project/Proposed Action nor the project alternatives would result in additional lead added to the environment.

Explosives

Explosive materials are any chemical compound, mixture, or device, the primary or common purpose of which is to function by explosion. WDM tools that are considered explosives include pyrotechnics, rocket and cannon net charges, and incidental explosive materials such as fuses and primers that are integral to the other devices. Wildlife specialists use, store, transport, and dispose of these explosives in accordance with ATF Federal Explosives Laws and Regulations (ATF P 5400.7), Occupational Safety and Health Administration (OSHA) regulations, state regulations, the Institute of Makers of Explosives (IME) safety recommendations (IME 2021), and product manufacturer instructions.

Contaminated Sites

Contaminated sites and the use and management of hazardous materials are reported to and regulated in the State by environmental regulatory agencies, such as Department of Toxic Substances Control (DTSC), State Water Resources Control Board (SWRCB), and on a local level by various county, regional, and city agencies delegated through the Certified Unified Program Agency (CUPA). Online databases, such as GeoTracker, EnviroStor, and the CalEPA Regulated Site Portal, provide up-to-date information on such sites.

Government Code Section 65962.5 requires the DTSC, the State Department of Health Services, the SWRCB, and the California Department of Resources Recycling and Recovery (CalRecycle) to compile and annually update lists of hazardous waste sites and lands designated as hazardous waste sites throughout the state. In addition to these sites (identified as Cortese List sites), other types of hazardous material releases, such as those under voluntary cleanup or military cleanup, are listed in state and local agency databases, which are publicly available.

Schools

Schools are considered sensitive receptors with regard to hazardous substances. There are over 1,000 school districts in the State, encompassing over 10,000 schools, including public, private, charter, and magnet schools. In general, schools are documented and regulated through California Department of Education. Private institutions also provide geographical information on schools throughout the State, such as the California School Campus Database (GreenInfo Network 2021).

Airports

Airport hazards are generally related to noise and safety. Construction projects are required to evaluate for the presence of airports to verify they are compliant with airspace safety regulations outlined in 14 CFR Part 77. The Proposed Project/Proposed Action would not require construction of any facilities, buildings, or other structures. However, Proposed Project/Proposed Action activities are often conducted on airport property to reduce wildlife strike hazards and therefore hazards to workers or the public may be present.

Airport land use plans, which are generally developed by the county in which the airport is located, are public information that provide projected noise and safety contours for each public use airport in the State. Private airports that are not regulated by the county still must comply with FAA regulations, and activities around those airports are also required to comply with FAA and State regulations.

Emergency Response

In general, local agencies are responsible for designating emergency response procedures and routes and implementing these during evacuation emergencies. Local general plans and emergency evacuation response procedures are public information and are generally provided on county websites to provide information to the public.

4.2.4.1.3 Potential Hazards

WDM Methods Application

When selecting damage management techniques for specific wildlife damage situations, wildlife specialists must consider the frequency, extent, and magnitude of the damage. In addition to confirming and assessing damage to the property being treated, they must consider label restrictions, the conservation status of target and potential non-target species, local environmental conditions, relative costs of applying management techniques, environmental impacts, and social and legal concerns specific to the case. Wildlife specialists have developed a management strategy that minimizes harmful effects on humans, non-target species, and the environment while applying practical wildlife damage prevention methods. In addition to safe and legal application and storage, proper monitoring of hazardous material use is required. Within WS's nationwide Management Information System (MIS) is an inventory system called the Controlled Materials Inventory Tracking System (CMITS), which allows WS-California to fully account for its hazardous materials (e.g., poisonous chemicals, veterinary drugs, etc.). The CDFA and county wildlife specialists that use controlled materials, such as I&E drugs, are also required by law to monitor its use of these products.

Each of the WDM activities and methods included in this EIR/EIS, I&E drugs, avicides (DRC-1339), gas cartridges (carbon monoxide), and explosives, are used only by trained and authorized wildlife specialists. Only WS-California is authorized to use DRC-1339 in California.

Personal protective equipment (PPE) is used where required and, in the case of I&E drugs, is used in consultation with the state veterinarian. Additionally, I&E drugs, and carbon monoxide gas cartridges are highly targeted such that only the target animal is exposed to the constituent. Other substances, such as DCR-1339 and explosives, are used in accordance with labels and product manufacturer instructions to minimize non-target wildlife take or human exposure.

Exposure to Sensitive Receptors

Physiologically, sensitive receptors are individuals that may have a substantially increased sensitivity or exposure to contaminants because of their age, health, or proximity to the contamination (e.g., children, fetuses, the elderly, the infirm, and farm workers). Consideration of potential health effects to these sensitive receptors is particularly important with respect to use of hazardous materials near schools, daycare centers, education-related facilities, hospitals, nursing homes, retirement homes, agricultural lands, playgrounds, athletic fields, and parks. In addition to the sensitive receptors listed above, farm workers may be at a greater risk of exposure to hazardous materials used in agricultural settings. The majority of farmworkers in California are Hispanic, so cultural and language differences among the farm worker population may act as barriers to occupational health information – the ability to read and understand English may be necessary for observing warning signs, reading educational materials, and training to be effective. However, pesticides and other hazardous materials used for WDM under the Proposed Project/Proposed Action are used in a manner consistent with label restrictions to minimize risk of substantial exposure to employees and the public.

DRC-1339 is typically used in rural areas, such as crop fields or agricultural pastures. DRC-1339 breaks down in soil within 0.02 to 2 days (Batelle U.K. 2018), but there is still the potential for migration to non-target areas. Risks to nontarget areas and animals can be reduced by adhering to label requirements, such as pre-baiting and avoiding areas where runoff into water sources is likely to occur. Label requirements also instruct applicators to choose treatment sites that limit public access. Treated bait is only applied after a period of pre-baiting with untreated bait material and observation during which nontarget animals, including T&E species, are confirmed not feeding at the site. If nontarget species are seen in the area, the application will be delayed or DRC-1339 will not be used at the site. In some cases, DRC-1339 is applied on elevated stands, platforms, or other restricted locations to further minimize potential impacts to ground feeding birds or any other animals. To make treated bait, DRC-1339 powder is bonded to a bait material using an edible oil and lecithin. Common bait types include dog food and corn kernels, but specific bait materials must be used depending on the target species. Application of the treated bait is scheduled to avoid rainy weather to prevent loss of DRC-1339 into the soil and surplus bait is removed from the site if any remains once WDM actions have concluded. These requirements reduce the potential of exposure from WDM materials to field workers, school children, residential neighborhoods, and to adjacent waterways and wildlife habitat.

Wildfire Hazards

The California Department of Forestry and Fire Protection (CAL FIRE) has developed a series of maps that identify fire hazard severity zones and the responsible fire response agency for the State. These fire hazard severity zones, divided up by county, provide a scaled range of severity zones from Urban-Unzoned to Very High to help identify the potential for wildfire hazards. The potential for wildfire, and hazards to public safety associated with wildfires, increases with variations in vegetation, climate, and other environmental conditions. Potential fire hazards associated with WDM tools could include the improper use or storage of explosives.

4.2.4.2 Relevant Laws, Policies, and Ordinances

Relevant laws, policies, ordinances, plans, and executive orders related to hazards and hazardous materials are located in Appendix B.

4.2.4.3 Adverse Effects/Thresholds of Significance

The significance criteria used to evaluate the Proposed Project/Proposed Action impacts related to hazards and hazardous materials are based on Appendix G of the CEQA Guidelines. According to Appendix G of the CEQA Guidelines, a significant impact related to hazards and hazardous material would occur if the program would:

1. Expose the public or the environment to significant hazards through the routine transport, use, or disposal of hazardous materials.
2. Expose the public or the environment to significant hazards through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment.
3. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school.
4. Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as result, would it create a significant hazard to the public or the environment.
5. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or within the vicinity of a private airstrip, result in a safety hazard or excessive noise for people residing or working in the project area.

6. Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan.
7. Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires.

Potential impacts to human health or the environment related to hazards or hazardous materials are discussed as it relates to the Proposed Project's purpose and need. In accordance with Section 15064.7 of the CEQA Guidelines, lead agencies may develop thresholds of significance that the agency uses in the determination of the significance of environmental effects. The following thresholds are included in the analysis for informational purposes:

8. Expose physiologically sensitive populations to human health hazards.
9. Impact the human health or environment in such a manner that it would disproportionately affect minority and/or low-income communities.

4.2.4.4 Impacts Analysis

This section describes the methodology and significance criteria that were used to analyze hazards and hazardous materials for constituents identified for the Proposed Project/Proposed Action and analyzed in this EIR/EIS. The impact analysis presents the potential environmental impacts of the Proposed Project/Proposed Action, including cumulative impacts, and presents mitigation measures to be implemented for potentially significant impacts.

This section uses the below terminology adapted from Section 4.1.4 (Impact/Effect Terminology) to describe the effects of the Proposed Project/Proposed Action on resources under CEQA (i.e., CEQA Conclusion) and on the ecological aspects of the human environment (i.e., natural resources and components, structures, and functioning of affected ecosystems) under NEPA (i.e., NEPA Conclusion).

CEQA Conclusions

- **No Impact:** The Proposed Project/Proposed Action would not affect the resource or topic and would not change the environmental baseline. (NI)
- **Less than Significant:** The Proposed Project/Proposed Action would not result in a substantial adverse change in the resource or topic, and no mitigation is needed. (LTS)
- **Less than Significant with Mitigation:** The Proposed Project/Proposed Action would not result in a substantial adverse change in the resource or topic if mitigation is incorporated. (LTS/M)
- **Significant and Unavoidable:** The Proposed Project/Proposed Action could result in a substantial adverse impact on the resource or topic and the impact would remain significant after application of all feasible mitigation measures. (SU)
- **Less than Cumulatively considerable:** The impact from the Proposed Project/Proposed Action, in combination with other cumulative development effects, is not considered significant. (LCC)
- **Cumulatively Considerable:** The impact from the Proposed Project/Proposed Action, in combination with other cumulative development effects, is considered significant. (CC)
- **Beneficial:** The Proposed Project/Proposed Action would result in an increase in the quality of the resource. (B)

NEPA Conclusions

- **No Impact:** The Proposed Project/Proposed Action would not affect ecological aspects of the human environment. (NI)
- **Not Significant:** The Proposed Project/Proposed Action would not substantially affect ecological aspects of the human environment. (NS)
- **Significant:** The Proposed Project/Proposed Action would substantially affect ecological aspects of the human environment. (S)

Impacts associated with each of the significance criteria are discussed first, followed by discussions of cumulative impacts and a comparison of impacts under each of the Proposed Project/Proposed Action alternatives.

4.2.4.4.1 Proposed Project/Proposed Action Impacts

HAZ-1: Would the Proposed Project/Proposed Action expose the public or the environment to significant hazards through the routine transport, use, or disposal of hazardous materials?

Proposed Project/Proposed Action implementation would not result in a measurable increase in the number of vehicles or the use of any heavy equipment to and from an individual project location. As such, hazardous materials from transportation equipment such as fuels, lubricating oil, grease, and/or hydraulic fluid would not present a potential impact to on the public or the environment. Accidental spills or improper use, storage, or disposal associated with routine transport of hazardous materials could result in chemical contamination at the location(s) of Proposed Project/Proposed Action activities, and could be a potential, although unlikely, hazard off-site with regard to nearby sensitive receptors and the general public. The transport of hazardous materials to soils and surface water is possible but unlikely given the small volumes of materials used.

Although the materials included in the Proposed Project/Proposed Action involve hazards as described above, WDM activities are required to comply with all applicable federal, state, and local regulations and are required to be carried out so that these activities would not result in substantial risks.

CEQA Conclusion: *Less than significant.*

NEPA Conclusion: *Not significant.*

HAZ-2: Would the Proposed Project/Proposed Action expose to the public or the environment to significant hazards through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

The transportation, use, storage, and disposal of the materials included in the Proposed Project/Proposed Action are subject to local, state, and federal hazardous materials laws and regulations as well as regulations imposed by various County Health Service Departments (WS Directive 2.210; 2009²). Additionally, labels and SDS sheets outline transportation and use restrictions/safety measures, and labels must be complied with under law. Implementation of the Proposed Project/Proposed Action is not expected to result in substantial increases in the number of spills and accidents. Proposed Project/Proposed Action activities would require the use, storage, transport, and disposal of various hazardous and toxic materials, including explosives, gas cartridges, I&E drugs,

² https://www.aphis.usda.gov/wildlife_damage/directives/pdf/2.210.pdf

and DRC-1339. Accidental release of any of these materials into the air, soil, surface water, or groundwater may occur; however, the constituents included in the Proposed Project/Proposed Action are administered in small volumes such that any potential release from an accident would be confined to a small area that could be quickly remedied, thereby eliminating migration from the spill site or exposure to the public. As such, adherence to existing regulations would result in a less than significant impact under CEQA and not significant impact under NEPA. Proposed Project/Proposed Action materials are only used and handled by licensed veterinarians or trained wildlife specialists, which reduces the risk for accidental release of hazardous materials.

CEQA Conclusion: *Less than significant.*

NEPA Conclusion: *Not significant.*

HAZ-3: Would the Proposed Project/Proposed Action emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

Proposed Project/Proposed Action activities may need to occur at or near existing or proposed school sites, but these occurrences are likely to be highly infrequent and would be avoided when possible. WDM activities that use hazardous materials that could occur near a school include pyrotechnics to disperse birds or I&E drugs. DRC-1339 and rocket nets are typically used in rural areas for agricultural protection and are not likely to be used near a school. If use of WDM hazardous materials in the vicinity of a school is necessary, wildlife specialists would attempt to conduct the activity when children are not present and with adequate quarantine time prior to reentry. In addition, such activities would not occur over an extended period of time which would increase potential exposure and subsequent risk to children and/or staff.

Any materials left behind after use may present a hazard to children, school staff, or nontarget wildlife that come into contact with program materials. However, strict adherence to federal law and label requirements for each of the WDM methods would effectively eliminate risk to children and school staff, as physical materials are not likely to be left behind. Existing laws and regulations would apply to the handling of any WDM materials on school properties, to provide safe handling and reporting of use. Wildlife specialists will work with schools to ensure that WDM applications occur at a time when children are least likely to be present. Therefore, the impacts would be less than significant with mitigation (MM-HAZ-1; see Section 4.2.4.4.2) under CEQA and not significant under NEPA.

CEQA Conclusion: *Less than significant with mitigation.*

NEPA Conclusion: *Not significant.*

HAZ-4: Would the Proposed Project/Proposed Action be located on a site that is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?

WS-California, the CDFA, or County wildlife specialists may receive requests to conduct WDM at hazardous materials sites. Birds, coyotes, foxes, and other wildlife³ may be attracted to hazardous materials site structures, especially if the area is not often frequented by people. As such, wildlife specialists may have to conduct WDM at hazardous materials sites which may result in a potential hazard to wildlife specialists. Any activities carried out by wildlife

³ Wildlife damage management under the Proposed Project/Proposed Action does not include urban rodents. Damage management requests associated with urban rodents would be referred to pest control or animal control entities for assistance.

specialists to manage wildlife damage would be implemented such that there are no impacts to the public or personnel working at the site that are not affiliated with the WDM activities.

Because wildlife specialists may need to enter abandoned buildings or culverts in order to conduct WDM, previously unknown or undiscovered hazardous materials could be encountered during WDM activities that could pose a significant risk to wildlife specialists. For the vast majority of situations, the nature and location of the activity would make it unlikely that such exposure would occur. Highly impacted sites, such as active remediation sites, are generally controlled and secured to prevent human contact with hazardous materials and/or hazardous wastes, and as such, it is highly unlikely wildlife specialists would directly encounter hazardous materials. Additionally, hazardous impacts typically associated with cleanup sites are subsurface (soil, groundwater) and would not directly impact surface activities conducted by wildlife specialists. Before conducting any activities under the Proposed Project/Proposed Action, wildlife specialists shall determine whether the potential exists for the activity, based on its characteristics and location, to result in exposure to existing hazardous materials contamination. If access to a controlled site (such as an active remediation site) is required, wildlife specialists will coordinate with the site owner/operator to ensure site-specific health and safety measures are followed.

As WDM activities are ground surface level and are not likely to impact subsurface contamination, and any potentially hazardous conditions due to a contaminated site would be communicated by a site owner/operator, impacts would be less than significant under CEQA and not significant under NEPA.

CEQA Conclusion: *Less than significant.*

NEPA Conclusion: *Not significant.*

HAZ-5: For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or within the vicinity of a private airstrip, would the Proposed Project/Proposed Action result in a safety hazard or excessive noise for people residing or working in the project area?

Proposed Project/Proposed Action activities are likely to occur within an airport land use plan, or a private or public airport. WS-California wildlife specialists would implement WHM at airports. Bird and mammal dispersal techniques using the pyrotechnic devices described in Appendix C are often used in and around airports to prevent wildlife, particularly birds, from interfering with airport operations. These activities are designed to reduce potential safety hazards to aircraft, personnel, and passengers during take-off and landing due to collisions with wildlife. Pyrotechnics are used by trained wildlife specialists and are used in compliance with safety recommendations and product manufacturer instructions. These techniques would not result in a safety hazard for people residing or working in the vicinity of the airports, and wildlife damage management activities would only cause a minimal disruption for anyone residing or working in the vicinity. The Proposed Project/Proposed Action will not conflict with any airport land use plan surrounding the airport or airstrip. WS-California would coordinate WDM activities with appropriate airport staff to further reduce hazards associated with these activities, as wildlife specialists would also likely require access permissions to restricted airport areas.

The Proposed Project/Proposed Action would not cause harm to other airplane equipment and would not interfere with other plane landings and takeoffs. The Proposed Project/Proposed Action activities would not interfere with the operation of a private airstrip or a public use airport and would not conflict with any airport land use plan surrounding the airport or airstrip. Therefore, the impacts would be less than significant under CEQA and not significant under NEPA.

CEQA Conclusion: *Less than significant.*

NEPA Conclusion: *Not significant.*

HAZ-6: Would the Proposed Project/Proposed Action impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

Proposed Project/Proposed Action activities would not impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan. WS-California, the CDFA, or County wildlife specialists may receive requests for assistance during an emergency situation, but the WDM implemented would be coordinated with, and in support of, the emergency response. WDM activities can be rescheduled if interference with adopted emergency response or evacuation could occur, as communicated by emergency response agencies. Therefore, the impacts would be less than significant under CEQA and not significant under NEPA.

CEQA Conclusion: *Less than significant.*

NEPA Conclusion: *Not significant.*

HAZ-7: Would the Proposed Project/Proposed Action expose people or structures, either directly or indirectly, to a significant risk of loss, injury, or death involving wildland fires?

Explosive devices under the Proposed Project/Proposed Action can be a fire hazard; however, WS-California, the CDFA, and County wildlife specialists adhere to safety regulations to minimize this risk. Wildlife specialists are trained and certified in the safe and proper use of WDM explosive devices. Therefore, WDM activities would not result in a significant risk of loss involving wildland fires and the impacts would be less than significant under CEQA and not significant under NEPA.

CEQA Conclusion: *Less than significant.*

NEPA Conclusion: *Not significant.*

HAZ-8: Would the Proposed Project/Proposed Action activities expose physiologically sensitive populations to human health hazards?

The potential impacts of the constituents included in the Proposed Project/Proposed Action on physiologically sensitive populations were examined in risk assessments prepared by WS. The risk assessments conclude that the constituents included in the Proposed Project/Proposed Action are not expected to pose substantial risks to human health. Adherence to label requirements and proper use of PPE minimize risk to WS-California, the CDFA, and County wildlife specialists who handle and apply WDM methods to wildlife. Although some of the constituents used in WDM are hazardous to humans due to their acute and chronic toxicity via the inhalation, ingestion, ocular, and dermal routes, as referenced above in Section 4.2.4.1.1 the low potential for a complete exposure pathway or low levels of exposure expected for these constituents when following label requirements and management practices during application supports a conclusion that adverse health risks are not expected. Any exposure would be infrequent and of short duration based on the use patterns of these constituents by wildlife specialists. Further, exposure of physiologically sensitive subpopulations to these constituents is not anticipated based on the limited use patterns as well as the post-treatment disposal and carcass management requirements and adverse health risk to the general public is not expected. Therefore, the impacts would be less than significant under CEQA and not significant under NEPA.

CEQA Conclusion: *Less than significant.*

NEPA Conclusion: *Not significant.*

HAZ-9: Would the Proposed Project/Proposed Action impact human health or the environment in such a manner that it would disproportionately effect minority and/or low-income communities?

Field workers, often made up of minority groups, are at particular risk from exposure to chemicals used on farms and ranches. Additionally, low-income communities often surround farms and ranches where WDM activities likely occur. The risk of chemical exposure may be even greater among migrant farm workers because of language barriers. However, hazardous materials typically used in rural areas, such as DRC-1339 and carbon monoxide gas cartridges, are applied in a manner to minimize accidental exposure to people. Carbon monoxide gas cartridges are extremely targeted and there is no risk to minority and/or low-income communities from its use. Exposure to DCR-1339 is greatest for wildlife specialists who mix the product with a bait material; however, required PPE would minimize the potential for exposure and risk when factoring in available health effects. Additionally, all remaining treated bait is removed from the site at the conclusion of WDM activities. The potential exposure and risk to the general public is low due to the use pattern and label restrictions, as well as lack of dietary exposure through food or drinking water. Therefore, the impacts would be less than significant under CEQA and not significant under NEPA.

CEQA Conclusion: *Less than significant.*

NEPA Conclusion: *Not significant.*

4.2.4.4.2 Mitigation Measures

MM-HAZ-1: If the use of WDM hazardous materials in the vicinity of a school is necessary, wildlife specialists will conduct WDM when children are not present, unless public health and safety is at risk. Wildlife specialists shall allow for adequate quarantine time prior to reentry, and will remove any physical materials when WDM is complete.

4.2.4.4.3 Cumulative Impacts

CU-HAZ-1: Would the Proposed Project/Proposed Action make a considerable contribution to cumulatively significant non-chemical hazards?

WDM activities, as needed, are intended to reduce wildlife damage. Non-chemical hazards considered, such as airplane collisions (e.g. bird strikes) or physical hazards to people (e.g., wildlife attacks), would ultimately be reduced with WDM activities. As such, cumulative impacts are not anticipated.

CEQA Conclusion: *Less than cumulatively considerable.*

NEPA Conclusion: *Not significant.*

CU-HAZ-2: Would the Proposed Project/Proposed Action make a considerable contribution to cumulatively significant human exposure to health hazards?

The WS risk assessments concluded that implementation of the WDM activities would not result in risk exceeding the level of concern for human health, including acute, chronic, and carcinogenic effects. Although cumulative exposure to multiple chemicals could occur, including chemicals used for purposes other than the Proposed

Project/Proposed Action, or multiple chemical application scenarios associated with the Proposed Project/Proposed Action, this exposure and related health risk is not expected to have a significant cumulative impact, due to the fact that any potential increases are expected to be minor due to the lack of exposure routes as discussed above in Section 4.2.4.1.3. The resulting risks are negligible as referenced above in Section 4.2.4.1.1. The lack of significant exposure and risk of WDM hazardous materials to the general public suggests that cumulative impacts would also be negligible when factoring in other stressors.

The estimated risk of adverse health effects from the Proposed Project/Proposed Action, and cumulative exposure to multiple hazardous materials with common mechanisms of actions would be below levels of concern. The Proposed Project/Proposed Action would not make a cumulatively considerable contribution to any impact on humans from exposure to health hazards.

CEQA Conclusion: *Less than cumulatively considerable.*

NEPA Conclusion: *Not significant.*

4.2.4.4.4 Alternatives Impacts

ALT-HAZ-1: *Would the alternative expose the public or the environment to significant hazards through the routine transport, use, or disposal of hazardous materials?*

ALT-HAZ-2: *Would the alternative expose the public or the environment to significant hazards through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?*

ALT-HAZ-3: *Would the alternative emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?*

ALT-HAZ-4: *Would the alternative be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as result, would it create a significant hazard to the public or the environment?*

ALT-HAZ-5: *For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or within the vicinity of a private airstrip, would the alternative result in a safety hazard or excessive noise for people residing or working in the project area?*

ALT-HAZ-6: *Would the alternative impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?*

ALT-HAZ-7: *Would the alternative expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?*

ALT-HAZ-8: *Would the alternative expose physiologically sensitive populations to human health hazards or impact the human health or environment in such a manner that it would disproportionately effect minority and/or low-income communities?*

ALT-HAZ-9: Would the alternative cause or significantly contribute to an increase in mortality or illness, pose a substantial present or potential hazard to human health or the environment when improperly managed?

Alternative 1: No Project/Continuation of WS-California

Under Alternative 1, all WDM methods described in Appendix C would be available to WS-California. Refer to Section 3.8.1 for a description of activities proposed under Alternative 1. Under this alternative, WS-California would continue to provide technical assistance on lethal and non-lethal techniques, and/or provide lethal and non-lethal operational assistance. Alternative 1 would not include any new CDFA or County Programs or Emergency/Rapid Response WDM activities. WDM activities would continue to occur under federal, state, and local laws and regulations. Impacts would be no impact under CEQA and not significant impacts under NEPA.

CEQA Conclusion: *No impact.*

NEPA Conclusion: *Not significant.*

Alternative 2: Non-Lethal Operational WDM, Except for Human/Companion Animal Health and Safety, Threatened and Endangered Species Protection, and Airport Work

Under Alternative 2, I&E drugs, DRC-1339, and carbon monoxide gas cartridges would only be used for human or companion animal health and safety, T&E protection, or WHM. Pyrotechnics and rocket nets are non-lethal WDM tools and would continue to be used under this alternative. Requests for the use of lethal WDM would be referred to other entities; however, other entities may not have the authorization to use I&E drugs or carbon monoxide gas cartridges. Because only WS-California has the authorization to use DCR-1339, this pesticide would only be used for human or companion animal health and safety, T&E protection, or WHM under Alternative 2. Potential impacts through the use of hazardous materials during WDM activities under Alternative 2 would be the same as described in Section 4.2.4.4.1 under the Proposed Project/Proposed Action. Potential direct, indirect, and cumulative impacts from the use of hazardous materials during WDM activities would be less than significant under CEQA and not significant under NEPA.

CEQA Conclusion: *Less than significant.*

NEPA Conclusion: *Not significant.*

Alternative 3. Non-Lethal Operational WDM

Under Alternative 3, I&E drugs, DRC-1339, and carbon monoxide gas cartridges would not be used. Pyrotechnics and rocket nets would continue to be used under this alternative. Requests for the use of lethal WDM would be referred to other entities; however, other entities may not have the authorization to use I&E drugs or carbon monoxide gas cartridges. Because only WS-California has the authorization to use DCR-1339, this pesticide would not be available for WDM under Alternative 3. Potential impacts through the use of hazardous materials during WDM activities under Alternative 3 would be the same as described in Section 4.2.4.4.1 under the Proposed Project/Proposed Action; however, use of lethal WDM tools would not be implemented. Potential direct, indirect, and cumulative impacts from the use of hazardous materials during WDM activities would be less than significant under CEQA and not significant under NEPA.

CEQA Conclusion: *Less than significant.*

NEPA Conclusion: *Not significant.*

Alternative 4. Financial Reimbursement Assistance

Under Alternative 4, participating entities could receive reimbursement from the counties or other governmental agencies for the purchase of nonlethal WDM tools. This could potentially include pyrotechnics used to disperse birds and wildlife from agricultural resources. Land/resource owners and managers would be required to personally implement WDM, which could result in untrained and improper use of hazardous materials. While there is inherent risk with untrained entities implementing their own management practices, rules and regulations are in place to control the use of hazardous materials associated with these WDM tools, including label laws and regulatory reporting of controlled and hazardous substances above certain quantities. Alternative 4 would not include technical assistance or operational assistance from WS-California, the CDFA, or County wildlife specialists, but use of materials and associated potential impacts would be managed by individual counties. Counties and land/resource owners are held to the same statewide rules and regulations regarding the handling of hazardous materials, and technical assistance from the county could be requested and received regarding use of WDM tools. Financial reimbursement would only occur when WDM tools are properly used and implemented. As such, impacts would remain less than significant under CEQA. As discussed in Chapter 3, Section 3.8.4 – Alternative 4 Financial Reimbursement Assistance, implementation of Alternative 4 is not available to WS-California, therefore a NEPA impact determination is not applicable.

CEQA Conclusion: *Less than significant.*

Alternative 5. No Project/Cessation of WS-California

Should WDM activities cease, land/resource owners and managers would be required to personally implement WDM, which could result in untrained and improper use of hazardous materials. While rules and regulations are in place, there is inherent risk with untrained property owners implementing their own management practices, which could include the use of hazardous materials. Alternative 5 would not include technical assistance or operational assistance from WS-California, the CDFA, or County wildlife specialists. Land/resource owners would be required to purchase WDM tools independently, which could result in the purchase and use of unregulated materials. Without the availability of technical assistance or regulatory oversight from WS-California, the CDFA, or County wildlife specialists, there is a potential that adverse impacts could occur. However, as discussed under Alternative 4, while there is inherent risk with untrained entities implementing their own management practices; there are rules and regulations in place to control the use of hazardous materials associated with these WDM tools, including label laws and regulatory reporting of controlled and hazardous substances above certain quantities. As such, impacts would remain less than significant under CEQA and not significant under NEPA.

CEQA Conclusion: *Less than significant.*

NEPA Conclusion: *Not significant.*

4.2.4.5 Alternatives Cumulative Impacts

CU-HAZ-1: Would the Alternatives 1 - 5 make a considerable contribution to cumulatively significant non-chemical hazards?

WDM activities, as needed, are intended to reduce wildlife damage. Non-chemical hazards considered, such as airplane collisions (e.g., bird strikes) or physical hazards to people (e.g., wildlife attacks), would ultimately be reduced with WDM activities. As such, cumulatively considerable impacts are not anticipated.

CEQA Conclusion: *Less than cumulatively considerable.*

NEPA Conclusion: *Not significant.*

CU-HAZ-2: Would the Alternatives 1 - 5 make a considerable contribution to cumulatively significant human exposure to health hazards?

The WS risk assessments concluded that implementation of the WDM activities would not result in risk exceeding the level of concern for human health, including acute, chronic, and carcinogenic effects. Although cumulative exposure to multiple chemicals could occur, including environmental chemicals used for purposes other than the Proposed Project/Proposed Action, or multiple chemical application scenarios associated with the Proposed Project/Proposed Action, this exposure and related health risk is not expected to have a significant cumulative impact, due to the fact that any potential increases are expected to be minor and the resulting risks negligible. The lack of significant exposure and risk of WDM hazardous materials to the general public suggests that cumulative impacts would also be negligible when factoring in other stressors.

The estimated risk of adverse health effects from the Proposed Project/Proposed Action, and cumulative exposure to multiple hazardous materials with common mechanisms of actions would be below levels of concern. The Proposed Project/Proposed Action would not make a cumulatively considerable contribution to any impact on humans from exposure to health hazards.

CEQA Conclusion: *Less than cumulatively considerable.*

NEPA Conclusion: *Not significant.*

4.2.4.6 References

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4.2.5 Human and Companion Animal Health and Safety

This section describes the existing conditions, adverse effects/thresholds of significance, potential impacts associated with those actions and consequences, along with the corresponding adverse effects of the Proposed Project/Proposed Action as it relates to human and companion animal health and safety. Information in this section is based on the WS Directives (USDA WS 2020), description of potential wildlife damage management (WDM) activities and methods included in Appendix A of this environmental impact report (EIR)/environmental impact statement (EIS), WS-California Methods Risk Assessments, and data provided by the WS-California Management Information System (MIS). Other resource sections in the EIR/EIS that provide information related to human and companion animal health and safety include the following:

- Section 4.2.4, Hazards and Hazardous Materials
- Section 4.2.6, Noise
- Section 4.2.7, Public Services
- Section 4.3, Environmental Resource Topics Eliminated from Further Analysis

4.2.5.1 Existing Conditions

Existing and ongoing WDM activities conducted by WS-California, CDFA, and County wildlife agencies include a range of protection activities (e.g., responding to wildlife that pose a direct threat to human safety) across numerous difference scenarios and circumstances (e.g., wildlife/bird strikes at airports, wildlife attacks, disease/pathogen transmission, and others). However, as human development and growth continue to put pressures on wildlife populations and their use of remaining habitat, the potential for human and companion animal encounters with wildlife is increasing and the ability of wildlife to adapt to the changing circumstances are constrained. Some species have the ability to be more flexible and adaptable than others, with highly adaptable and flexible species often reaching unnaturally high populations, and less adaptable species losing population numbers and distribution. Some wildlife species and localized populations have adapted to change by using human infrastructure or concentrated agricultural practices for their life cycle needs, such as obtaining food and water, finding areas to breed or rest, and using human structures as shelter. Where human-provided resources overlap with occupied wildlife territory, the animals often learned to take advantage of those resources. As human/wildlife interactions increase, wildlife may and have lost their natural fear and may exhibit bold and even dominant behavior. Companion animals (pets), hobby animals, and livestock encounters and interactions with wildlife are increasing, which also increases the opportunity for transmission of pathogens to humans (see Section 1.5.2.2, Zoonotic Diseases).

Human and companion animal health and safety concerns include but are not limited to wildlife encounters and/or attacks of humans and companion animals, disease exposure where wildlife act as reservoirs; threats from parasite transmission from wildlife to humans and companion animals; odor and noise nuisances; and wildlife strike risks at airports. WDM activities and methods included in the Proposed Project/Proposed Action would address these health and safety concerns. Species or species groups in California historically associated with human and companion animal health and safety concerns include, but are not limited to birds, black bears, bobcats, coyotes, feral animals, foxes, mountain lions, opossums, racoons, squirrels, and skunks (USDA 2022). It should be noted that overall, attacks by wildlife on humans or companion animals are rare (see Section 1.5.2.2, Wildlife Attacks). During the analysis period (CY2010 to 2019), WS-CA reported \$475,701 in verified losses due to human health and safety conflicts (USDA 2022). These conflicts include WHM at airports, disease, and other threats to human and companion animal health and safety. Additionally, threats to human and companion animal health and safety that do not result in estimated

monetary damages can still generate public concern and requests for conflict resolution consistent with existing services provided by federal, state, and local agencies, law enforcement, public health agencies, and others.

With respect to public safety in California, WS-California, CDFA, or county wildlife specialists are not solely responsible for determining when wildlife pose a threat. This responsibility, as defined in Chapter 1, is shared with the California Department of Fish and Wildlife (CDFW), California Department of Public Health (CDPH) and federal, state, and local law enforcement, which may include forest or park service personnel when there are attacks or threats at campgrounds or parks. CDFW may request assistance to resolve conflicts for any species under its primary responsibility, including their Law Enforcement Division's mission to provide both public safety and additional protections of California's natural resources through effective and responsive law enforcement (CDFW 2023). The public safety and resource protection services include the Californians Turn In Poachers and Polluters (CALTIP), K-9 Program, Wildlife Forensic Lab, and Hunter Education. Law enforcement agencies may also request assistance when safety is a concern, for example, a mountain lion threatening the immediate safety of humans and/or companion animals.

4.2.5.2 Relevant Laws, Policies, and Ordinances

Relevant laws, policies, ordinances, plans, and executive orders related to human and companion health and safety are located in Appendix B.

4.2.5.3 Adverse Effects/Thresholds of Significance

There are no thresholds for this topic listed in Appendix G of the California Environmental Quality Act (CEQA) Guidelines; therefore, human and companion animal health and safety has not been analyzed under CEQA. Under NEPA, the level of an effect must consider the context and intensity of the environmental effect and if the corresponding impact results in an adverse effect. For the purposes of the analysis, an adverse effect under NEPA would occur if the Proposed Project/Proposed Action would:

1. Directly, indirectly, or cumulatively result in adverse effects on human or companion animal health and safety.

4.2.5.4 Impacts Analysis

4.2.5.4.1 Proposed Project/Proposed Action Impacts

This section uses the below terminology adapted from Section 4.1.4, Impact/Effect Terminology, to describe the effects of the Proposed Project/Proposed Action on the ecological aspects of the human environment (i.e., natural resources and components, structures, and functioning of affected ecosystems) under NEPA (i.e., NEPA Conclusion).

NEPA Conclusions

- **No Impact:** The Proposed Project/Proposed Action would not affect ecological aspects of the human environment. (NI)
- **Not Significant:** The Proposed Project/Proposed Action would not substantially affect ecological aspects of the human environment. (NS)
- **Significant:** The Proposed Project/Proposed Action would substantially affect ecological aspects of the human environment. (S)

Under the Proposed Project/Proposed Action, all WDM methods described in Appendix C of the EIR/EIS would be available to WS-California, the CFDA, and county wildlife specialists as federal, state, local, and tribal laws and policies allow and when feasible. Refer to Section 3.7.1 for a description of activities proposed under the Proposed Project/Proposed Action Alternative.

WS conducted a series of risk assessments on several WDM activities included in the Proposed Project/Proposed Action. These WS risk assessments are publicly available on the USDA-APHIS website (USDA WS 2023). These analyses included a review of the introductory chapter (Chapter 1) which addresses employee, public, and companion animal safety, along with the other 17 chapters, which address specific tools used by WS and available under the Proposed Project/Proposed Action regarding employee, public, and companion animal safety related use of those tools. To further support the WS risk assessments performed, peer reviews have and continue to be conducted by non-federal professionals. The peer reviewers have the required knowledge of the methods and risks associated with the use of WDM methods, including the Association of Fish and Wildlife Agencies, an organization of state, provincial and territorial fish and wildlife agencies in North America entrusted with primary stewardship over vital wildlife resources. The analysis in this Section references and relies upon these risk assessments and the peer reviews. These WS risk assessments have generally found that the WDM methods analyzed often include some inherent risk and cite appropriate measures to mitigate the risks to employee, public, and companion animal safety, as well as other environmental factors and humaneness. WS-California generally already incorporates these measures into WDM actions. One such measure incorporated into WDM actions when feasible, is the use of best management practices (BMPs) for Trapping in the United States (AFWA 2022). The development of BMPs is part of an international effort to evaluate trapping devices and techniques with the goal of improving animal welfare. However, if these analyses determine that additional mitigation measures are warranted, WS-California, the CDFA, and county wildlife specialists will implement those measures, as applicable. The potential impacts on human and companion animal health and safety from the implementation of the Proposed Project/Proposed Action are analyzed for five core techniques below.

Capture Devices

Several types of capture devices, such as cage traps, snares, and foothold traps, could be utilized under the Proposed Project/Proposed Action (Appendix A of the EIR/EIS). Use of capture devices could result in increased harm to humans and capture of nontarget species, such as companion animals, if used improperly. However, WS-California, the CDFA, and county wildlife specialists would use traps in compliance with applicable federal, state, and local laws and regulations to minimize risks to non-targets and potential impacts to human and companion animal health and safety (see Appendix B). Additionally, WS-California is directed by WS Directive 2.210 (USDA WS 2020), which requires WS-California personnel to, when feasible, adhere to applicable federal, state, and local laws and regulations and BMPs. WS-California, the CDFA personnel, or county wildlife specialists will only provide operational assistance upon request and would only use capture devices approved by the land or resource manager/owner when providing the requested assistance. Consistent with the reduction of potential impacts to human and companion pet health and safety described above, when placing capture devices on public lands, bilingual warning signs will be placed near trap sets to alert the public to potential human or companion animal hazards from traps or captured animals. Capture devices are placed so that captured animals are not readily visible from any designated recreation road or trail. When conducting WDM on private lands, wildlife specialists will make reasonable efforts to obtain approval from adjacent landowners when setting capture devices under fence lines to avoid capture of domestic animals. Cage traps set for mountain lions and black bears, and foot snares set for black bears are typically used on private lands to protect livestock or property. And reasonable efforts are made to obtain approval from adjacent landowners when setting traps or snares under fence lines to avoid capture of domestic animals.

The WS-prepared risk assessments entitled “The Use of Cable Devices in Wildlife Damage Management,” “The Use of Foothold Traps in Wildlife Damage Management,” “The Use of Cage Traps in Wildlife Damage Management,” and “The Use of Quick-Kill Traps in Wildlife Damage Management” evaluate risks and alternatives in detail (USDA WS 2023). These risk assessments conclude that these WDM methods would not have an adverse effect on human and companion animal health and safety.

Capture devices have the potential to capture nontarget species, but nontarget capture rates are low compared to overall take (see Chapters 3 and 4 of the BTR). Moreover, non-target individuals inadvertently captured are typically released unharmed. Feral dogs and feral cats can be targeted for lethal removal in response to requests for assistance when they are causing damage; however, WS-California, the CDFA, and county wildlife specialists will not deliberately target a licensed companion animal. During the analysis period (CY2010–2019), the average nontarget capture rate during WDM activities included 0.3 feral dogs and 0.8 feral cats annually. All nontarget feral dogs and cats captured during the analysis period were released unharmed (see Section 4.1 of the BTR for more details).

Risks to the health and safety of the public, including recreationists, companion animals, and livestock, are low on private lands and highly unlikely on public lands due to the low potential to encounter such equipment set on the landscape. WS-California, the CDFA personnel, and county wildlife specialists are professionals who are highly trained and routinely follow standard safety practices, especially the use of PPE (e.g., boots, long-sleeve shirts, and leather gloves) and safety requirements, which substantially reduces the risk of major or even minor injury during trapping and snaring activities. Capture devices used by WS-California, CDFA personnel, and county wildlife specialists are highly specialized to the target species and the rate of nontarget capture of wildlife is low. Therefore, WS-California, CDFA, or county wildlife specialist use of physical capture devices under the Proposed Project/Proposed Action presents little to no potential effect on human and companion animal health and safety.

Chemical Methods

Several types of hazardous materials and pesticides could be used during WDM activities under the Proposed Project/Proposed Action. The methods available are described in Appendix C of the EIR/EIS. WS-California, the CDFA, or county wildlife specialists may only use or recommended the use of restricted use pesticides which must be registered with the U.S. Environmental Protection Agency and California Department of Parks and Recreation. Chemicals applied during WDM activities will be used following label directions and are highly selective to target individuals or populations. Such use has negligible impacts or effects on the environment. Additionally, in accordance with WS Directives 2.401, 2.430, and 2.640, WS-California must apply, certify, store, transport, dispose, and use hazardous materials and pesticides in compliance with applicable federal, state, tribal, and local laws and regulations. A detailed analysis of the potential impacts of hazard and hazardous materials is also provided in Section 4.2.4 of this EIR/EIS. The analysis concluded that use of chemical methods under the Proposed Project/Proposed Action is unlikely to result in any adverse effect to human and companion animal health and safety.

Firearms/Firearm Like Devices

Licensed firearms are used to selectively target and remove individual damaging animals. The use of firearms and firearm-like devices during WDM activities is described in Appendix C of the EIR/EIS. Extensive and continuing training and certification is and will continue to be required for any firearm or firearm-like device use. WS-California, the CDFA personnel, and other participating wildlife specialists shall be trained and experienced in the use of firearms. WS-California employees who use shooting as a method must comply with WS Directive 2.615 and all standards described in the WS Firearms Safety Training Manual. WS Directive 2.615 requires that personnel

undergo regular training, adhere to a set of safety standards, submit to drug testing, and are subject to the Lautenberg Amendment. Certified instructors provide the required firearms training for WS-California personnel. Personnel are expected to clearly identify the targeted animal before shooting. A WS-prepared risk assessment chapter entitled “The Use of Firearms in Wildlife Damage Management” informs this training and WS firearm procedures (USDA WS 2019a). To ensure that CDFA and county programs will require similar firearms training for wildlife specialists Mitigation Measure (MM) HPHS-1 will be implemented (see Section 4.2.5.3.2, Mitigation Measures). When used appropriately, with proper training, and with consideration of human safety, risks associated with firearms are minimal. Section 4.2.6 and Section 4.2.4 concluded that no adverse effects would occur to the environment or sensitive receptors. Therefore, there is little to no potential effect on human and companion animal health and safety by the use of firearms when used either by WS-California, the CDFA, or county wildlife specialist use of firearms specialists, and/or any other person under the Proposed Project/Proposed Action.

Aerial Operations

Only WS-California would provide aerial WDM operations using fixed-wing or rotary-wing (i.e., helicopter) aircraft. The CDFA or county wildlife specialists could contribute to aerial WDM operations through cooperating and funding (refer to Appendix A-1 of the EIR/EIS).

Accidents in relation to WS aerial operations carried out by WS have occurred nationally and are a concern to WS and to the public. In order to address the risks posed to WS personnel, the public, and the environment, WS prepared a risk assessment chapter entitled “The Use of Aircraft in Wildlife Damage Management” that evaluates risks and alternatives in detail (USDA WS 2019b). It is important to note that the aerial environment in which WS operates inherently carries a higher risk compared to general aviation. Low-level flights introduce hazards such as power lines and trees, and the safety margin for error during maneuvers diminishes in comparison to high-level flights. The nature of WS aerial operations is more similar to activities such as crop-dusting. Therefore, it is essential to emphasize that WS agency pilots and contractors possess extensive skills, experience, and hold commercial pilot ratings. They have also successfully passed proficiency tests that evaluate their ability to navigate the flight environment encountered during WS operations. Moreover, shooting activities are only conducted once potential hazards have been recognized and assessed. These measures have collectively contributed to a reduction in the aviation accident rate for WS, making aerial WDM safer for both its employees and the public. The nationwide accident rate for WS during CY 2007–2016 was 4.46 accidents per 100,000 hours flown, which is lower than the general aviation rate of 6.6 during the same timeframe (USDA WS 2019b). The lower accident rate serves as a testament to WS’s commitment to aviation safety.

WS-California would use fixed-wing aircraft for aerial WDM activities only in areas under agreement and primarily conduct efforts during certain times of the year such as during lambing. Nationally, WS annually flies less than 20 min/mi² (this is equivalent to less than 2 seconds per acre), on properties under agreement.

The risk of fire or hazardous spills related to WS-California’s aerial operations are considered negligible. In addition, the National Transportation Safety Board considers risks of fire and from hazardous spills related to government aircraft operations and accidents to be negligible nationwide, and no such incidents have been attributed to WS-California aerial operations (USDA WS 2019b).

Taking these factors into account, WS-California’s involvement in aerial WDM is relatively limited. WS-California owns a single fixed-wing aircraft and primarily relies on contracts with other state WS offices to carry out additional WDM operations. During FY2022, WS-California flew 3.5 hours, with an additional 7.4 hours contracted from other state WS offices (USDA 2022). Because of the relatively low use by WS-California, the high level of expertise

required, and the short-term nature of aerial operations, the potential for significant risks to WS-California wildlife specialists, the public, and companion animals would be low.

Trained Animals

Trained animals may include dogs, llamas, donkeys, and other animals. Trained dogs are used during WDM operations to track or trail animals, detect particular species or their sign, retrieve animals taken with another method such as firearms, haze animals from an area where they are not wanted (e.g., dispersal of birds), and decoy or attract coyotes which respond to canid invasions of their territories. WS-California regularly uses trained dog for these activities. WS Directive 2.445 requires WS-California personnel to ensure that trained dogs have all the necessary care, including appropriate housing, food, and all required licenses and vaccinations per applicable state and local laws. WS-California and the CDFA personnel may own trained dogs or hire certified contractors. These animals are highly trained and are taught to respond only when directed by its handler. Pursuant to the Migratory Bird Treaty Act (MBTA), a dog handler cannot allow their dog to catch or harm protected migratory birds unless the dog is intentionally harassing or retrieving the bird. A federal or state permit may be required to target or harass wildlife using dogs, consistent with federal and state laws. Additionally, WS Directive 2.445 states that dogs under WS-California direction must be trained not to attack an animal captured, at bay, or killed, nor leave the trail for distractions. In order to address the risks posed to WS personnel, the public, and the environment, WS prepared a risk assessment chapter entitled “The Use of Dogs and Other Animals in Wildlife Damage Management” that evaluates risks and alternatives in detail (USDA WS 2021). This risk assessment concluded that trained dogs may take nontarget species, but the rates are low compared to overall take.

Trained livestock guarding animals, such as dogs or llamas, are under the ownership, care, and control of the livestock owner or their agent. Activities of wildlife specialists in investigating depredation events or conducting WDM activities may be in the vicinity of such animals and must take care not to distract or directly interact with them. They are trained to protect the livestock from all threats, including perceived threats from people, and are not typically socialized to human interactions. WS-California, the CDFA personnel, and county wildlife specialists will be vigilant to the presence of livestock guarding animals or licensed companion animals while conducting WDM on private or public lands to avoid unwanted interactions. To address the potential for impacts related to livestock guarding animals and interactions with the general public, MM-HPHS-2 shall be implemented (see Section 4.2.5.3.2, Mitigation Measures).

The risk of injury to humans or companion animals from trained dogs actively working in the field and under the control of handlers, as well as livestock guarding animals, is negligible. WS personnel or contractor handled trained dogs have not injured members of the public for at least the last 10 years. Thus, the potential for significant risks from trained animals to WS-California, the CDFA personnel, county wildlife specialists, the public, and companion animals under the Proposed Project/Proposed Action would be low.

Conclusion

The operational WDM activities and methods included in the Proposed Project/Proposed Action could expose WS-California, the CDFA personnel, county wildlife specialists, the public, and companion animals to health and safety risks if improperly carried out. However, the potential risk is low because all methods and materials are consistently used in a manner known to be safe. This is ensured through requiring training and certification programs for the use of certain WDM methods and compliance with chemical use, firearms, and aviation safety. The risk to the public is further reduced because most WDM methods are typically used in areas where public access is limited. Under the Proposed Project/Proposed Action, WDM activities and methods would be carried out where the land or

resource manager/owner is informed and has authorized the activity. Though the Proposed Project/Proposed Action may result in some nontarget take, including companion animals, WS-California, the CDFA, and county wildlife specialist WDM actions under the Proposed Project/Proposed Action would result in no significant direct, indirect, or cumulative impacts to human and companion animal health and safety.

NEPA Conclusion: *Not significant.*

4.2.5.4.2 Mitigation Measures

MM-HPHS-1: Training and/or certification will continue to be required for any firearm or firearm-like device use, including all wildlife specialists (federal, state, regional, and local).

MM-HPHS-2: Wildlife specialists will be vigilant to the presence of livestock guarding animals or licensed companion animals while conducting WDM on private or public lands to avoid unwanted interactions.

4.2.5.4.3 Cumulative Impacts

The operational WDM activities and methods included in the Proposed Project/Proposed Action in combination with past, present, and reasonably foreseeable future development would not result in significant or cumulatively considerable impacts related to human and companion animal health and safety. Actions taken by the CDFA, WS-California, or Counties would not compound with other activities in the human environment to adversely affect human and companion animal health and safety and are instead intended to reduce risks. As previously described, the Proposed Project/Proposed Action would be carried out where the land or resource manager/owner is informed and has authorized the activity; thus, allowing an expansion of resources to address all types of human and companion animal health and safety emergencies.

NEPA Conclusion: *Not significant.*

4.2.5.4.4 Alternatives Impacts

Alternative 1: No Project/Continuation of WS-California

Under Alternative 1, all WDM methods described in Appendix C would be available to WS-California. Refer to Section 3.8.1 for a description of activities proposed under Alternative 1. However, services that could be provided by a state program (i.e., the proposed CDFA Program), such as maintaining the EIR portion of this EIR/EIS and compiling data of non-WS county WDM activities, would not be available. Furthermore, the establishment of Rapid Response protocols would not occur. These services are intended to enhance collaboration between local, state, tribal, and federal entities and reduce response time during high-risk wildlife damage events, such as wildlife disease outbreaks. Consequently, those engaged in WDM activities under Alternative 1 would not be able to take advantage of these potential benefits and state-wide damaging events may take longer to resolve, potentially resulting in continued longer periods of risk to human and companion animal health and safety.

Under Alternative 1, WS-California use of capture devices, trained animals, and firearms, chemical methods, and aerial operations would be the same as under the Proposed Project/Proposed Action. Thus, potential impacts to human and companion animal health and safety under Alternative 1 would be similar to those under the Proposed Project/Proposed Action. Implementation of MM-HPHS-1 and MM-HPHS-2 will minimize the potential for significant impacts. Alternative 1 may result in some nontarget take, including companion animals; however, WDM actions

under Alternative 1 are unlikely to result in significant direct, indirect, or cumulative impacts to human and companion animal health and safety.

NEPA Conclusion: *Not significant.*

Alternative 2: Non-Lethal Operational WDM, Except for Human/Companion Animal Health and Safety, Threatened and Endangered Species Protection, and WHM

Under Alternative 2, WS-California, CDFA, and county wildlife specialists would provide technical assistance on lethal and non-lethal techniques, and/or provide non-lethal operational WDM assistance, but would not provide lethal WDM operational assistance, except for cases of human and companion animal health and safety, T&E species protection, and WHM at airports. WS-California, CDFA, and county wildlife specialists would not use lethal methods to respond to other WDM requests (e.g., agricultural and property protection). Refer to Section 3.8.2 for a description of activities proposed under of Alternative 2.

Under Alternative 2, resource or land managers/owners requesting lethal operational assistance would be referred to other entities. This alternative would place the immediate burden of lethal operational damage management on the resource owner, other governmental agencies, private businesses and/or private individuals. These entities may or may not adhere to safety precautions, BMPs, or federal, state, and/or local laws. Private efforts to reduce or prevent damage would be expected to increase and would likely result in less experienced persons implementing lethal damage management methods which may have a greater risk to human health and safety. Private individuals are not likely to have the consistent training and constant experience with lethal capture equipment that WS-California or other trained wildlife Specialists have, nor the experience to confirm the individual animals causing the damage. Since it is likely that private entities would conduct the majority of lethal WDM on private land or lands with restricted access (i.e., airports or military installations), there is low likelihood that the general public would encounter private entity equipment. Landowners are responsible for the safety of their companion animals and livestock on private land. Other commercial, governmental, and private entities and landowners would continue to conduct WDM activities as requested.

Alternative 2 may result in greater private entity caused nontarget take, including companion animals, or an escalation of improper use of WDM methods by private entities; however, potential impacts on human and companion animal health and safety from WS-California, the CDFA, or county provided operational WDM would be lower than under the Proposed Project/Proposed Action and Alternative 1. Implementation of MM-HPHS-1 and MM-HPHS-2 will minimize the potential for significant impacts. Alternative 2 is unlikely to result in significant direct, indirect, or cumulative impacts to human and companion animal health and safety.

NEPA Conclusion: *Not significant.*

Alternative 3. Non-Lethal Operational WDM

Under Alternative 3, WS-California, CDFA, and county wildlife specialists would provide technical assistance on lethal and non-lethal techniques and provide only non-lethal operational WDM assistance. No lethal operational WDM assistance would be provided. Refer to Section 3.8.3 for a description of activities proposed under Alternative 3.

Alternative 3 would be similar to Alternative 2, however WS-California, CDFA, or county wildlife specialists would not provide lethal operational WDM for any reason. Under Alternative 3, resource or land managers/owners requesting lethal operational assistance would be referred to other entities. This alternative would place the immediate burden

of lethal operational damage management on the resource owner, other governmental agencies, private businesses and/or private individuals. These entities may or may not adhere to safety precautions, BMPs, or federal, state, and/or local laws. Private efforts to reduce or prevent damage would be expected to increase and would likely result in less-experienced persons implementing lethal damage management methods which may have a greater risk to human health and safety. Private individuals are not likely to have the consistent training or experience with capture equipment that WS-California and/or trained wildlife specialists have, nor the experience to confirm the individual animals causing the damage. Since it is likely that private entities would conduct the majority of WDM on private land or lands with restricted access (i.e., airports or military installations), there is low likelihood that the general public would encounter private entity equipment placed by landowners or their agents. Landowners are responsible for the safety of their companion animals and livestock on private land. Other commercial, governmental, and private entities and landowners would continue to conduct WDM activities as requested.

Alternative 3 may result in greater private-entity-caused nontarget take, including companion animals, or an escalation of improper use of WDM methods. Risks to human and companion animal health and safety at airports and from aggressive wildlife may increase as entities other than WS-California, the CDFA, or county wildlife specialists would need to provide lethal WHM and WDM operational assistance. However, potential impacts on human and companion animal health and safety from WS-California, the CDFA, or county provided operational WDM would be lower than under the Proposed Project/Proposed Alternative and Alternative 1, and similar to Alternative 2. Implementation of MM-HPHS-1 and MM-HPHS-2 will minimize the potential for significant impacts. Alternative 3 is unlikely to result in significant direct, indirect, or cumulative impacts to human and companion animal health and safety.

NEPA Conclusion: *Not significant.*

Alternative 4. Financial Reimbursement Assistance

Under Alternative 4, participating counties or other governmental agencies could establish an assistance program or cost-sharing initiative that provides monetary compensation to affected cooperators with a focus on funding improved protection from damaging wildlife. This alternative would not include technical assistance or operational assistance provided by WS-California, the CDFA, or counties. Implementation of Alternative 4 is not available to WS-California or the CDFA. Refer to Section 3.8.4 for a description of activities proposed under Alternative 4.

Alternative 4 is a financial reimbursement assistance alternative to fund non-lethal WDM methods, such as exclusion fencing. Resource or land managers/owners requesting financial reimbursement assistance under this alternative would only receive assistance for as long as funds last. Resource or land managers/owners requesting lethal or non-lethal operational assistance or reimbursement assistance after funds have run out would not be reimbursed under this alternative and be referred to other entities. This alternative would place the immediate burden of operational damage management on the resource owner, other governmental agencies, private businesses and/or private individuals. These entities may or may not adhere to safety precautions, BMPs, or federal, state, and/or local laws. Private efforts to reduce or prevent damage would be expected to increase and would likely result in less-experienced persons implementing operational damage management methods which may have a greater risk to human health and safety. Private individuals are not likely to have the consistent training or experience with capture equipment that WS-California and/or trained wildlife specialists have, nor the experience to confirm the individual animals causing the damage. Since it is likely that private entities would conduct the majority of lethal WDM on private land or lands with restricted access (i.e., airports or military installations), there is low likelihood that the general public would encounter private entity equipment placed by landowners or their agents. Landowners are responsible for the safety of their companion animals and livestock

on private land. Other commercial, governmental, and private entities and landowners would continue to conduct WDM activities as requested.

Alternative 4 may result in greater private entity caused nontarget take, including companion animals, or an escalation of improper use of WDM methods. Risks to human and companion animal health and safety at airports and from aggressive wildlife may increase as entities other than WS-California, CDFA, or county wildlife specialists would need to provide operational WHM and WDM assistance. Because Alternative 4 does not include any operational WDM, potential impacts on human and companion animal health and safety from WS-California, the CDFA, or county provided operational WDM is not anticipated. Alternative 4 is expected to have no direct or indirect effects to human and companion animal health and safety; however, as described in Section 4.2.5.2 Adverse Effects/Thresholds of Significance, there are no thresholds for this topic listed in Appendix G of the CEQA Guidelines; therefore, human and companion animal health and safety has not been analyzed under CEQA and no CEQA impact determination is provided. The above analysis is presented for informational purposes only.

Alternative 5. No Project/Cessation of WS-California

Alternative 5 would be a complete cessation of WS-California WDM activities and would not include any new CDFA or county WDM programs. Resource or land managers/owners requesting technical or operational WDM assistance or would be referred to other entities. This alternative would place the immediate burden of operational damage management on the resource owner, other governmental agencies, private businesses and/or private individuals. These entities may or may not adhere to safety precautions, BMPs, or federal, state, and/or local laws. Private efforts to reduce or prevent damage would be expected to increase and would likely result in less-experienced persons implementing operational damage management methods which may have a greater risk to human health and safety. Private individuals are not likely to have the consistent training or experience with capture equipment that WS-California and/or trained wildlife specialists have, nor the experience to confirm the individual animals causing the damage. Since it is likely that private entities would conduct the majority of lethal WDM on private land or lands with restricted access (i.e., airports or military installations), there is low likelihood that the general public would encounter private entity equipment placed by landowners or their agents. Landowners are responsible for the safety of their companion animals and livestock on private land. Other commercial, governmental, and private entities and landowners would continue to conduct WDM activities as requested.

Alternative 5 may result in greater private entity caused nontarget take, including companion animals, or an escalation of improper use of WDM methods. Risks to human and companion animal health and safety at airports and from aggressive wildlife may increase as entities other than WS-California, the CDFA, or county would need to provide WHM and WDM assistance. However, the quantification of the corresponding effects in the context of an increase in impacts would be speculative and are expected to result in not significant impacts under NEPA.

NEPA Conclusion: *Not significant.*

4.2.5.4.5 Alternatives Impacts - Cumulative

The operational WDM activities and methods included in the Alternatives 1–3 in combination with past, present, and reasonably foreseeable future development would not result in significant impacts related to human and companion animal health and safety. Actions taken by the CDFA, WS-California, or Counties would not compound with other activities in the human environment to adversely affect human and companion animal health and safety and are instead intended to reduce risks. As previously described, the Proposed Project/Proposed Action would be carried out where the land or resource manager/owner is informed and has authorized the activity. Because

Alternatives 4 and 5 do not include any operational WDM, potential impacts on human and companion animal health and safety from WS-California, CDFA, or county wildlife specialist provided operational WDM are not anticipated. Alternatives 4 and 5 are expected to have no direct, indirect, or cumulative impacts to human and companion animal health and safety.

NEPA Conclusion (Alternatives 1–3): Not significant.

NEPA Conclusion (Alternatives 4 and 5): No impact.

4.2.5.5 References

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4.2.6 Noise

This section describes existing noise conditions, identifies associated regulatory requirements, evaluates potential impacts, and identifies mitigation measures related to implementation of the California Department of Food and Agriculture Program and WS-California's Wildlife Damage Management (Project or Proposed Project/Proposed Action).

The Proposed Project/Proposed Action will describe and formalize a framework for managing damage from wildlife proving injurious to California's agricultural industry. This environmental impact report/environmental impact statement (EIR/EIS) will inform decision makers and the general public about the potential impacts of existing and future Wildlife Damage Management (WDM) activities that would be considered under the Proposed Project framework. Activities within this framework will be carried out by the California Department of Food and Agriculture (CDFA), California Counties, and Wildlife Services (WS)-California, with collaboration and consultation from other local, state, and federal agencies, as applicable.

This EIR/EIS for the Proposed Project is focused on proposed WDM activities to protect California's agriculture industry, with appropriate consideration for avoiding impacts to the environment. The EIR/EIS evaluates a range of activities that will be implemented at specific locations, based on management needs. This list of activities is summarized in Chapter 2, Project Description, of this EIR/EIS. No specific locations for Project implementation have been defined at this time.

4.2.6.1 Existing Conditions

4.2.6.1.1 Fundamentals of Environmental Noise

Vibrations, traveling as waves through air from a source, exert a force perceived by the human ear as sound. Sound pressure level (referred to as sound level) is measured on a logarithmic scale in decibels (dB) that represents the fluctuation of air pressure above and below atmospheric pressure. Frequency, or pitch, is a physical characteristic of sound separate from sound level and is expressed in units of cycles per second, or hertz. The normal frequency range of hearing for most people extends from approximately 20 to 20,000 hertz. The human ear is more sensitive to middle and high frequencies, especially when the noise levels are quieter. As noise levels get louder, the human ear starts to hear the frequency spectrum more evenly. To accommodate for this phenomenon, a weighting system was developed to evaluate how loud a noise level is perceived by humans. The frequency weighting, called "A" weighting, is typically used for quieter noise levels, which de-emphasizes the low-frequency components of the sound in a manner similar to the response of a human ear. This A-weighted sound level is called the "noise level" and is referenced in units of A-weighted decibels (dBA). Table 4.2.6-1 presents typical noise levels for common outdoor and indoor activities.

Sound is measured on a logarithmic scale; a doubling of sound energy results in a 3 dB increase in the noise level. However, changes in a community noise level of less than 3 dB are not typically noticed by the human ear (Caltrans 2020a). Changes from 3 to 5 dB may be noticed by some individuals who are extremely sensitive to changes in noise. A 5 dB increase is readily noticeable (EPA 1974). The human ear perceives a 10 dB increase in sound level as a doubling of the sound level (e.g., 65 dBA sounds twice as loud as 55 dBA to a human ear).

An individual's noise exposure occurs over a period of time; however, noise level is a measure of noise at a given instant in time. Community noise sources vary continuously, being the product of many noise sources at various distances, all of which constitute a relatively stable background or ambient noise environment. The background, or ambient, noise level gradually changes throughout a typical day, corresponding to distant noise sources such as

traffic volume and changes in atmospheric conditions. The time-varying character of environmental noise is often described using statistical or percentile noise descriptors, such as L10, L50, and L90. These are the noise levels equaled or exceeded during 10%, 50%, and 90% of the measured time interval. Sound levels associated with L10 typically describe transient or short-term events, such as the noise from distinct passing cars and trucks measured from a position near a low-traffic roadway. L50 represents the median sound level during the measurement interval. Levels will be above and below this value exactly 50% of the accumulated measurement time. L90 is the sound level exceeded 90% of the time, and often is used to describe background noise conditions or sources that are continuous or “steady-state” in character.

Table 4.2.6-1. Typical Noise Levels Associated with Common Activities

Common Outdoor Activities	Noise Level (dBA)	Common Indoor Activities
	110	Rock Band
Jet Flyover at 1,000 feet	105	
	100	
Gas Lawn Mower at 3 feet	95	
	90	
Diesel Truck at 50 feet, 50 miles per hour	85	Food Blender at 3 feet
	80	Garbage Disposal at 3 feet
Noisy Urban Area, Daytime	75	
	70	Vacuum Cleaner at 10 feet
Commercial Area	65	Normal Speech at 3 feet
Heavy Traffic at 300 feet	60	
	55	Large Business Office
Quiet Urban Daytime	50	Dishwasher (in next room)
	45	
Quiet Urban Nighttime	40	Theater, Large Conference Room (background)
Quiet Suburban Nighttime	35	
	30	Library
Quiet Rural Nighttime	25	Bedroom at Night, Concert Hall (background)
	20	
	15	Broadcast/Recording Studio
	10	
	5	
Lowest Threshold of Human Hearing (Healthy)	0	Lowest Threshold of Human Hearing (Healthy)

Source: Caltrans 2020a.
dBA = A-weighted decibel

Noise levels are generally higher during the daytime and early evening when traffic (including aircraft), commercial activity, and industrial activity are the greatest. As such, noise sources experienced during nighttime hours when background levels are generally lower can be potentially more conspicuous and irritating to the perceiver. To evaluate noise in a way that considers periodic fluctuations experienced throughout the day and night, a concept termed “Community Noise Equivalent Level” (CNEL) was developed, wherein noise measurements are weighted, added, and averaged over a 24-hour period to reflect magnitude, duration, frequency, and time of occurrence.

Different types of measurements are used to characterize the time-varying nature of sound. These measurements include the equivalent sound level (L_{eq}), the minimum and maximum sound levels (L_{min} and L_{max} , respectively), percentile-exceeded sound level (L_{xx}), the day-night average sound level (L_{dn}), and CNEL. The following list provides brief definitions of noise terminology used in this section:

- **Decibel (dB)** is a unitless measure of sound on a logarithmic scale that indicates the squared ratio of sound pressure amplitude to a reference sound pressure amplitude. The reference pressure is 20 micropascals.
- **A-weighted decibel (dBA)** is an overall frequency-weighted sound level in decibels that approximates the frequency response of the human ear.
- **Equivalent sound level (L_{eq})** is the constant level that, over a given time period, transmits the same amount of acoustic energy as the actual time-varying sound. Equivalent sound levels are the basis for both the L_{dn} and CNEL scales.
- **Maximum sound level (L_{max})** is the maximum sound level measured during the measurement period.
- **Minimum sound level (L_{min})** is the minimum sound level measured during the measurement period.
- **Percentile-exceeded sound level (L_{xx})** is the sound level exceeded X% of a specific time period. For example, L_{10} is the sound level exceeded 10% of the time.
- **Day-night average sound level (L_{dn})** is a 24-hour average A-weighted sound level with a 10 dB penalty added each of the hourly average noise levels occurring in the nighttime hours from 10:00 p.m. to 7:00 a.m. The 10 dB penalty is applied to account for increased noise sensitivity during the nighttime hours.
- **Community Noise Equivalent Level (CNEL)** is the average equivalent A-weighted sound level during a 24-hour day. CNEL accounts for the increased noise sensitivity during the evening hours (7:00 p.m. to 10:00 p.m.) and nighttime hours (10:00 p.m. to 7:00 a.m.) by adding 5 dB to the recorded hourly average sound levels in the evening and 10 dB to the hourly average sound levels at night.

Exterior Noise Distance Attenuation

Noise sources are classified in two forms: (1) point sources, such as stationary equipment or a group of construction vehicles and equipment working within a spatially limited area at a given time; and (2) line sources, such as a roadway with a large number of pass-by sources (motor vehicles). Sound generated by a point source typically diminishes (attenuates) at a rate of 6 dB for each doubling of distance from the source to the receptor at acoustically “hard” sites, and at a rate of 7.5 dB for each doubling of distance from source to receptor at acoustically “soft” sites (Caltrans 2020a). Sound generated by a line source (e.g., a roadway) typically attenuates at a rate of 3 dB and 4.5 dB per doubling distance, for hard and soft sites, respectively (Caltrans 2020a). Sound levels can also be attenuated by human-made or natural barriers. For the purpose of a sound attenuation discussion, a hard or reflective site does not provide any excess ground-effect attenuation and is characteristic of asphalt or concrete ground surfaces, as well as very hard-packed soils. An acoustically soft or absorptive site is characteristic of unpaved loose soil or vegetated ground.

Here is an example of this distance-attenuation relationship for exterior noise. A 60 dBA noise level measured at 50 feet from a tractor installing fenceposts within a packed earth feedlot site would diminish to 54 dBA at 100 feet from the source, and to 48 dBA at 200 feet from the source. This scenario is governed by the point-source attenuation for a hard site (6 dB with each doubling of distance). For the scenario where soft-site conditions exist between the point source and receptor, represented by natural vegetation, planted row crops, or plowed furrows adjacent to the work area, an attenuation rate of 7.5 dB per doubling of distance would apply; the tractor noise

measured as 60 dBA at 50 feet would diminish to 52.5 dBA at 100 feet from the source and to 45 dBA at 200 feet from the source where soft ground exists between the sound source and the receptor location.

Structural Noise Attenuation

Sound levels can also be attenuated by human-made or natural barriers. Solid walls, berms, or elevation differences typically reduce noise levels in the range of approximately 5 dB to 15 dB (Caltrans 2020a). Structures can also provide noise reduction by insulating interior spaces from outdoor noise. The outside-to-inside noise attenuation provided by typical structures in California ranges from 17 dB to 30 dB with open and closed windows, respectively, as shown in Table 4.2.6-2.

Table 4.2.6-2. Outside-to-Inside Noise Attenuation

Building Type	Open Windows (dB)	Closed Windows (dB)*
Residences	17	25
Schools	17	25
Churches	20	30
Hospitals/Offices/Hotels	17	25
Theaters	17	25

Source: Transportation Research Board, National Research Council 1971.

Notes: dB = decibel.

* As shown, structures with closed windows can attenuate exterior noise by a minimum of 25 dB.

4.2.6.1.2 Fundamentals of Vibration

Vibration is an oscillatory motion that can be described in terms of displacement, velocity, or acceleration. Heavy equipment operation, including stationary equipment that produces substantial oscillation or construction equipment that causes percussive action against the ground surface, may be experienced by building occupants as perceptible vibration. It is also common for groundborne vibration to cause windows, pictures on walls, and items on shelves to rattle. Although the perceived vibration from such equipment operation can be bothersome to building occupants, the vibration is seldom of sufficient magnitude to cause even minor cosmetic damage to buildings.

Peak particle velocity describes particle movement over time (in terms of physical displacement of mass, expressed as inches per second), and is generally employed for the discussion of vibration impacts on people and structures. Groundborne vibration generated by construction projects is usually highest during pile driving, rock blasting, soil compacting, jack hammering, and demolition-related activities. Next to pile driving and soil compacting, grading activity has the greatest potential for vibration impacts when earthwork involves large bulldozers, large trucks, or other heavy equipment.

4.2.6.1.3 Health Effects of Noise

Noise is known to have a number of different adverse effects on humans. Based on these recognized adverse effects of noise, criteria have been established to help protect the public health and safety and prevent disruption of certain human activities. These criteria are based on the effects of noise on people such as hearing loss (not generally associated with community noise), communication interference, sleep interference, physiological responses, and annoyance (EPA 1974).

4.2.6.1.4 Sensitive Receptors

Noise- and vibration-sensitive receptors are locations where people reside or where the presence of unwanted sound or vibration could adversely affect use of the land. Residences, hospitals, nursing care or assisted living facilities, guest lodging, and places of worship would be considered noise- and vibration-sensitive receptors. Domestic pets would be included in the same residential population addressed under noise-sensitive land uses because they would gain the same relief afforded by retreating indoors when exterior noise exposure reached annoyance levels; noise-related impacts to non-target wildlife species are normally considered within the scope of a biological resources assessment. In addition, vibration-sensitive land uses also include institutional uses such as laboratories where the activities within the building are particularly sensitive to vibration.

The specific areas and extent of individual Proposed Project activities would depend on various factors, including the target species and the management approaches available. Proposed Project activities would occur primarily in rural, residential, and agricultural environments. Project activities in urbanized areas would likely have a limited or rare occurrence, but noise- and vibration-sensitive receptors from all of the above-referenced categories may exist and could potentially be adversely affected by these less-common Project activities. Scattered or low-density residences are common in agriculture zones and could be adversely affected by noise or vibration from Project activities. Note that most WDM activities would be conducted within a small target area, would be temporary, and would only be conducted in response to a specific request for service.

4.2.6.1.5 Existing Noise Levels

Given that the geographic scope of the Proposed Project is the entire State of California, it is not practical to complete sound-level measurements to establish the existing noise environment where each Project activity may occur. This conclusion is strengthened in that locations where Project activities may be needed have not been determined and will likely evolve over time. Activities associated with the Proposed Project could occur at various locations throughout California in urban, residential, and agricultural areas; therefore, the magnitude range (in dBA L_{eq} or dBA L_{dn}) of the existing ambient noise environment in areas where Project activities may occur would vary widely and would depend heavily on community noise sources in proximity to a given location. In general, the ambient outdoor sound environment that may be measured or perceived at a given location represents an aggregate of possibly many distinct nearby stationary and mobile sources combined with a multitude of other distant sources.

A characterization of the existing ambient outdoor sound levels at a noise-sensitive receptor (expressed as dBA L_{dn} or L_{eq}) that may be exposed to noise from Proposed Project activities is important with respect to the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) assessment criteria. For reasonable comparisons appropriate in this analysis, Federal Transit Administration noise assessment guidance provides two methodologies to estimate existing noise exposure throughout a given community (FTA 2018):

- proximity to transportation routes based on the perpendicular distances to highways, railroad lines, and other major roadways; and
- population density when noise from major surface transportation routes is far enough away, and ambient urbanized noise is dominated by local street traffic, building operations (e.g., heating, ventilating, and air conditioning), and community activities.

Table 4.2.6-3 correlates distance ranges from major roadways, other roadways, and rail-lines to estimated daytime, nighttime, and L_{dn} ambient sound levels. Table 4.2.6-3 also identifies community noise levels (ambient exterior noise levels) based on population density ranges that may be used for areas that are far removed from transportation (e.g., road and rail facilities) noise sources.

Table 4.2.6-3. FTA Method Results for Estimating Existing Ambient Noise Levels (dBA)

FTA Method Based on Transportation	Distances from Major Transportation Sources (feet) ^a							
	Interstate Highway ^b	N/A	>800	400-800	200-400	100-200	50-100	<50
Rail ^c	500-800		240-500	120-240	60-120	30-60	10-30	
Other Roadway ^d	>400		200-400	100-200	50-100	<50	N/A	
FTA Method Based on Population	People per Square Mile							
	<300	300-1,000	1,000-3,000	3,000-10,000	10,000-30,000	>30,000	N/A	
Estimated Sound Level (dBA)								
Nighttime L_{eq}	30	35	40	45	50	55	60	65
Daytime L_{eq}	40	45	50	55	60	65	70	75
Day-Night Avg. (L_{dn})	40	45	50	55	60	65	70	75

Source: FTA 2018

Notes: FTA = Federal Transit Administration; dBA = A-weighted decibels; N/A = not applicable; L_{eq} = equivalent sound level.

- ^a Distances do not include shielding from intervening rows of buildings. The general rule for estimating shielding attenuation in populated areas is as follows: assume one row of buildings every 100 feet provides a 4.5-decibel reduction for the first row and a 1.5-decibel reduction for every subsequent row.
- ^b Roadways with four or more lanes that permit trucks, with traffic at 60 miles per hour (mph).
- ^c Main line railroad corridors typically carry 5-10 trains per day at speeds of 30-40 mph.
- ^d These are parkways with traffic moving at 55 mph, but without trucks, and city streets with the equivalent of 75 or more heavy trucks per hour and 300 or more medium trucks per hour at 30 mph.

4.2.6.2 Relevant Laws, Policies, and Ordinances

Relevant laws, policies, ordinances, plans, and executive orders related to noise are located in Appendix B.

4.2.6.3 Adverse Effects/Thresholds of Significance

Under the National Environmental Policy Act (NEPA), the level of an effect must consider the context and intensity of the environmental effect and if the corresponding impact results in an adverse effect. For the purposes of the analysis, an adverse effect under NEPA would occur if the Proposed Project/Proposed Action would:

Directly, indirectly, or cumulatively result in significant adverse noise impacts on humans or significant adverse vibration impacts on humans or structures.

The significance criteria used to evaluate Proposed Project impacts related to noise are based on Appendix G of the CEQA Guidelines. According to Appendix G of the CEQA Guidelines, a significant impact related to noise would occur if the project would:

1. Generate a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies;
2. Generate excessive groundborne vibration or groundborne noise levels; and/or

3. For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, expose people residing or working in the project area to excessive noise levels.

4.2.6.4 Impacts Analysis

4.2.6.4.1 Methodology

Noise Sources Descriptions

One of the most extensive and widely used databases for sound levels from motorized or powered equipment is the Federal Highway Administration's Roadway Construction Noise Model (RCNM), Version 1.1 (FHWA 2008). Although the focus is on equipment that would typically be used for construction of transportation facilities, the list is comprehensive enough to be useful in assessing sound levels for nearly every activity for which powered equipment is used. Table 4.2.6-4 provides an excerpt from RCNM of the sound levels generated by various powered equipment that could be associated with Proposed Project activities.

Table 4.2.6-4. Selected Powered Equipment Noise Emission Levels from the RCNM

Equipment	Maximum Sound Level (dBA L_{max}) – 50 feet from Source
Air Compressor	78
Air Horn/Deterrent Device	83
Generator	72
Pickup Truck	55

Sources: FHWA 2006, 2008.

RCNM = Roadway Construction Noise Model; dBA = A-weighted decibel.

An additional, widely used database for noise levels generated by sources, including non-construction machinery, vehicles, and even wildlife, is the Noise Navigator Sound Level Database (Berger 2013). Table 4.2.6-5 provides sound levels from the Noise Navigator and other references for these types of sources that are useful in assessing sound generation that would result from Project activities.

Table 4.2.6-5. Various Sound Source Noise Emission Levels - Other Reference Sources

Equipment	Maximum Sound Level (dBA L_{max}) 50 Feet from Source
All-Terrain Vehicle (ATV) ^a	75
Piper PA-18 (Super Cub) ^b	92
Crows ^a	47
Dog Barking ^a	60
Hammer Strike (e.g., sledge on stake)	64

Sources: ^a Berger 2013; ^b FAA 1997.

dBA = A-weighted decibel

The most substantial noise sources would be associated with potential wildlife deterrent methods and direct control activities and would include firearms and explosive devices. Published sound-level test data from manufacturers or distributors of such items are presented in Table 4.2.6-6 and were used in assessing sound generation that would result from Project activities.

Table 4.2.6-6. Noise Emissions Levels for Firearms and Explosive Devices

Equipment	Maximum Sound Level (dBA L _{max}) 3.28 Feet from Source	Maximum Sound Level (dBA L _{max}) 50 feet from Source ^f
Rocket Net/Cannon Net ^a	150	126
Propane Exploder ^b	122	98
Pyrotechnic (Screamer Siren) ^b	92	68
Pyrotechnic (CAPA) ^b	142	118
.308 Caliber Rifle ^c	173	149
.308 Caliber Rifle with Sound Suppressor ^c	149	125
.22 Caliber Rifle ^c	153	129
.22 Caliber Rifle with Sound Suppressor ^c	129	105
.22 Caliber Rifle, Subsonic Ammo, with Sound Suppressor ^e	75	51
12-Gauge Shotgun ^d	164	140
12-Gauge Shotgun with Sound Suppressor ^d	137	113
Daisy Red Ryder BB Gun ^d	97	73

Notes: dBA = A-weighted decibel.

Sources:

- ^a E.A.R. Customized Hearing 2023; based on average shotgun noise data.
- ^b Reed-Joseph 2022a, 2022b, 2022c.
- ^c Ammo-to-Go 2019.
- ^d Silencer Central 2022.
- ^e Felix and Massey 2022.
- ^f Calculated with exterior noise attenuation of $20 \cdot \text{LOG}(d/\text{dref})$; where d is the horizontal distance between a source and a receiver position and dref is the reference distance at which the sound source L is defined.

Methodology – Noise Level Quantification for Project Activities

RCNM allows the user to assemble a list of powered equipment that would be employed for a given activity, and then based on the reported sound emission level for each piece of equipment, the model calculates the sound level from equipment use at any specified distance. RCNM includes a use factor for each piece of equipment, which reflects the percentage over a given time when the equipment is in full operation; the individual use factors are included in the calculation of average sound levels for each given piece of equipment. RCNM includes equations for outdoor distance attenuation and for the addition of the individual sound levels at distance into a composite sound level for all the included equipment (FHWA 2006, 2008).

RCNM can also calculate noise levels for custom sources not found in RCNM, as long as the sound level at 50 feet and a use factor are supplied for the custom entries (use factor values are not limited to those included in the native RCNM model). Sound attenuation with distance and the summing of noise levels at distance for the custom sources and the native RCNM equipment are handled the same way (FHWA 2006, 2008).

From the available Proposed Project information regarding WDM methods and techniques, Dudek acousticians assembled an anticipated equipment list for Project activities that would involve noise generation of a substantial degree. The RCNM, Noise Navigator, and manufacturer sound data (refer to Tables 4.2.6-4 to 4.2.6-6, above) were used to identify the sound generation level of each piece of anticipated equipment or machinery, and appropriate entries were made into RCNM version 1.1 (FHWA 2008). The RCNM was then run to identify average noise levels (L_{eq}) that would be generated by a specific Project activity at a reference distance of 50 feet. The resulting L_{eq} value

for each specific Project activity was then averaged over an 8-hour period, using an expected duration of the activity compared to the 8 hours available in a typical daytime or nighttime work schedule. The duration of any given activity is expressed in hours or minutes, which is identified in each of the results tables. The RCNM was re-run successively with different distances for each individual Project activity until the daytime target of 65 dBA L_{eq} 8-hour was reached. This distance represents the setback from residences needed to avoid significant noise impacts for daytime completion of the given activity. The RCNM was then again re-run successively with different distances for each individual activity until the nighttime target of 45 dBA L_{eq} 8-hour was reached. This distance represents the setback from residences needed to avoid significant noise impacts for nighttime completion of the given activity.

Parameters used in the noise analysis for various WDM activities (i.e., X number of explosions/gunshots every X minutes) are a conservative average and should not be interpreted to restrict WDM activities. Also, although daytime average noise levels are calculated across an 8-hour workday for comparison to representative noise standards, most Project equipment would not be used for 8 hours without interruption; the analysis assumes 8 hours of use to provide a conservative parameter to estimate potential noise levels.

Vibration Sources

Similar to the construction equipment noise data compiled by the Federal Highway Administration, the California Department of Transportation (Caltrans) has been assembling data for vibration levels generated by heavy construction equipment operation during the building of transportation projects for many years (Caltrans 2020b). Along with vibration source levels for construction equipment, Caltrans has developed an equation to determine the vibration level at a given distance from the equipment operations. The Caltrans data covers common heavy-duty construction equipment and equipment with substantial vibration generation, such as pile drivers and jackhammers. However, the equipment with vibration generation potential that may be employed for the Project, namely a pickup truck, is not included in the Caltrans data. Consequently, a vibration source level for a pickup truck was derived from a published research paper (Shiferaw 2021). The reported values are for a standard single-cab pickup truck traveling at 50 miles per hour. Although pickup trucks may travel 50 miles per hour between sites or on an airfield, typically much slower speeds are employed when conducting actual WDM activities, and therefore the vibration level in Table 4.2.6-7 represents the maximum that would not be realized under most circumstances.

Table 4.2.6-7. Vibration Velocities for Typical Vehicles

Equipment	Peak Particle Velocity at 6.56 Feet (2 Meters)
Pickup Truck	0.114 inches per second

Source: Shiferaw 2021

Methodology – Vibration Assessment for Project Activities

With respect to potential vibration generation, the equipment most likely to be employed in carrying out Project activities consists of a pickup truck. A pickup truck’s peak particle velocity (PPV) at 2 meters (6.56 feet) is 0.114 inches per second (in/sec) (Shiferaw 2021). All-terrain vehicles (ATVs) and other equipment that may be employed for Project activities would have negligible vibration levels compared to a pickup truck.

Caltrans uses a threshold of 0.2 in/sec PPV for annoyance to persons to address construction, or 0.24 in/sec PPV for long-term vibration sources. All Project activities are anticipated to be infrequent (i.e., occurring fewer than 30 times per day), and therefore the construction threshold for human annoyance is the most appropriate. Caltrans identifies a conservative damage threshold vibration level standard of 0.3 in/sec PPV for historic structures

(Caltrans 2020b). Using the human annoyance threshold of 0.2 in/sec PPV, therefore, is also appropriate (conservative) to avoid structural damage to historic structures.

Using the vibration level value for a pickup truck, the distance to the target vibration level of 0.2 in/sec PPV was determined using the following formula:

$$\text{Peak particle velocity at distance (d)} = \text{peak particle velocity}(d_{\text{ref}}) * (d_{\text{ref}}/d)^{1.5}$$

In the above equation, “d” is the distance between the receiver and a vibration source, and “d_{ref}” is the reference distance that applies for the indicated vibration magnitude. The calculated distance to a vibration level of 0.2 in/sec PPV represents the setback from residences to avoid significant vibration impacts for completion of Project activities.

4.2.6.4.2 Proposed Project Impacts

This section uses the terminology from Section 4.1.4, Impact/Effect Terminology, to describe the effects of the Proposed Project on environmental resources under CEQA (i.e., CEQA Conclusion) and on the ecological aspects of the human environment (i.e., natural resources and components, structures, and functioning of affected ecosystems) under NEPA (NEPA Conclusion).

CEQA Conclusions

- **No Impact:** The Proposed Project would not affect the biological resource or topic and would not change the environmental baseline. (NI)
- **Less than Significant:** The Proposed Project would not result in a substantial adverse change in the biological resource or topic, and no mitigation is needed. (LTS)
- **Less than Significant with Mitigation:** The Proposed Project would not result in a substantial adverse change in the biological resource or topic if mitigation is incorporated. (LTS/M)
- **Significant and Unavoidable:** The Proposed Project could result in a substantial adverse impact on the biological resource or topic and the impact would remain significant after application of all feasible mitigation measures. (SU)
- **Less than Cumulatively Considerable:** The impact from the Proposed Project, in combination with other cumulative development effects, is not considered cumulative and significant. (LCC)
- **Cumulatively Considerable:** The impact from the Proposed Project, in combination with other cumulative development effects, is considered cumulative and significant. (CC)
- **Beneficial:** The Proposed Project would result in an increase in the quality of the biological resource. (B)

NEPA Conclusions

- **No Impact:** The Proposed Project would not affect ecological aspects of the human environment. (NI)
- **Not Significant:** The Proposed Project would not substantially affect ecological aspects of the human environment. (NS)
- **Significant:** The Proposed Project would substantially affect ecological aspects of the human environment. (S)

Proposed Project impacts associated with each of the significance criteria are discussed first, followed by discussions of cumulative impacts and a comparison of impacts under each of the Project alternatives.

NOI 1 - Would the project result in generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?

The below sub-sections are organized by Project activity; if a Project activity could be conducted during the daytime and nighttime, the predicted absolute noise level from the activity is first compared to the daytime (HUD) limit, followed by comparison of the predicted absolute noise level to the nighttime (WHO) limit. If a Project activity would not be conducted in the nighttime period, the predicted noise level is compared against the daytime (HUD) limit only.

Indirect WDM Methods

Impact 1: Electronic Distress Sounds

Distress and alarm calls of various animals have been used singly and in conjunction with other scaring devices to successfully scare or harass animals. Many of these sounds are available in digital format. Calls may be played for short (few seconds) bursts, for longer periods, or even continually, depending on the severity of damage and relative effectiveness of different treatment or “playing” times. The reported sound level for a crow and for a barking dog were used to represent a reasonable estimation of noise levels for electronic distress sounds because crows provide very loud calls to warn the flock of danger, and a barking dog should be louder than the distress sounds made by common prey species or the calls of common predator species. As described in Section 4.2.6.2.1, Methodology, the RCNM (FHWA 2008) was used to quantify sound levels from the potential use of electronic distress sounds (specifically a barking dog and a crow call occurring simultaneously); Table 4.2.6-8 identifies inputs and results to the RCNM, including sound sources, the anticipated duration of the playing of the sounds, the source noise level for the calls, the use factor (set at 100%), and the distance used in calculating the combined 8-hour average noise level for comparison to the daytime 65 dBA L_{eq} 8-hour threshold (refer also to the noise technical report in Appendix F for the RCNM worksheet). As indicated in Table 4.2.6-8, the distance radius for noise activity to remain under the significance threshold during the daytime is 30 feet.

Table 4.2.6-8. Electronic Distress Sounds Activity - Noise Sources and Sound Levels

Noise Source	Activity Duration Per Installed Device	Use Factor (percent)	Reference Level (L_{max} dBA at 50 feet)	Distance Used to Calculate Receiver Noise Level	Combined Noise Level (L_{eq} 8-hour)
Barking Dog	8 hours	100	60	30 feet	65
Crow Call	8 hours	100	47		

Source: Appendix F RCNM worksheet
dBA = A-weighted decibel

As seen in Table 4.2.6-8, the constant playing of distress sounds based on reference noise levels combined for a dog barking and crow calling could occur at a distance of 30 feet or greater during the daytime and remain in compliance with the HUD standard. This daytime distance is considered sufficient to avoid disturbance to sensitive receptors because planted crops or pastures containing vulnerable livestock (e.g., fowl, young lambs) would not likely be placed within 30 feet of an occupied structure.

CEQA Conclusion: *Less than significant.*

NEPA Conclusion: *Not significant.*

Table 4.2.6-9 provides the radius distance from electronic distress sounds to sensitive receptors for sound levels that would remain compliant with the U.S. Department of House and Urban Development (HUD) guidance for daytime activity (HUD 2009) and the World Health Organization (WHO) guidance for nighttime activity (Berglund et al. 1999). As seen in Table 4.2.6-9, electronic distress sounds could occur at night at distances from sensitive receptors of 200 feet or greater and would comply with the established guidelines. If sensitive receptors are closer than this distance, then the CDFA and WS-California would implement Mitigation Measure (MM) NOISE-1 (see Section 4.2.6.3.4, Mitigation Measures) to reduce the impact on sensitive receptors between 30 and 200 feet by restricting activity to daytime hours.

Table 4.2.6-9. Electronic Distress Sounds - Minimum Distances to Comply with Noise Criteria

Activity	Daytime per HUD Guidance (65 dBA L_{eq} 8-hour)	Nighttime per WHO Guidance (45 dBA L_{eq} 8-hour)	Nighttime per WHO Guidance (60 dBA L_{max})
Electronic Stress Sounds	30 feet	200 feet	50 feet

Source: Appendix F RCNM worksheet

HUD = U.S. Department of House and Urban Development; WHO = World Health Organization; dBA = A-weighted decibel

CEQA Conclusion: *Less than significant with mitigation.*

NEPA Conclusion: *Not significant.*

Impact 2: Propane Exploders

Propane exploders operate on propane gas and are designed to produce loud explosions at controllable intervals. They are strategically located (elevated above the vegetation, if possible) in areas of high wildlife use to frighten wildlife from the problem site. These problem sites are typically airfields or landfills. The published sound level for the Scare-Away LP Gas Cannon (Reed-Joseph 2022a) was used in the RCNM (FHWA 2008) to evaluate the sound level from propane exploder devices. Table 4.2.6-10 identifies this sound source, along with the anticipated duration of “explosions” at a given activity area, the source noise level for the explosion, the use factor (set at 0.7% or 1 explosion every 5 minutes with a duration of 2 seconds apiece [Reed-Joseph 2022a]), and the distance used in calculating the combined 8-hour average noise level for comparison to the daytime 65 dBA L_{eq} 8-hour threshold (refer also to Appendix F for the RCNM worksheet). As indicated in Table 4.2.6-10, the distance radius for noise activity to remain under the significance threshold during the daytime is 140 feet.

Table 4.2.6-10. Propane Exploders Activity - Noise Sources List and Resulting Sound Level

Equipment	Activity Duration Per Installed Device	Use Factor (percent)	Reference Level (L_{max} dBA at 50 feet)	Distance Used to Calculate Receiver Noise Level	Combined Noise Level (L_{eq} 8-hour)
Propane Blaster	8 hours	0.7	98	140 feet	65

Source: Appendix F RCNM worksheet

As shown in Table 4.2.6-10, the use of propane exploders and similar devices with one “detonation” each 5 minutes could occur at a distance of 140 feet or greater from sensitive receptors during the daytime and remain in

compliance with the HUD standard. This daytime distance is considered somewhat prohibitive with respect to the use of this method in residential areas because a residence could quite commonly exist this close to crop or pasture areas where propane exploder use might occur. Therefore, the CDFA and WS-California would implement MM-NOISE-2 (Section 4.2.6.3.4) to reduce the impact on sensitive receptors by restricting use within critical distances to neighboring residences.

Table 4.2.6-11 provides the radius distance from propane exploders activity to sensitive receptors for sound levels that would remain compliant with the HUD guidance for daytime activity and the WHO guidance for nighttime activity. As seen in Table 4.2.6-11, propane exploder use could occur at night at distances from sensitive receptors of 1,850 feet or greater and would comply with the established WHO guidelines. If sensitive receptors are closer than this distance, then the CDFA and WS-California would implement MM-NOISE-2 (Section 4.2.6.3.4) to reduce the impact on sensitive receptors between 140 and 1,850 feet by restricting activity to daytime hours.

Table 4.2.6-11. Propane Exploders - Minimum Separation Distances to Comply with Noise Criteria

Activity	Daytime per HUD Guidance (65 dBA L_{eq} 8-hour)	Nighttime per WHO Guidance (45 dBA L_{eq} 8-hour)	Nighttime per WHO Guidance (60 dBA L_{max})
Propane Blaster	140 feet	1,000 feet	1,850 feet

Source: Appendix F RCNM worksheet

HUD = U.S. Department of House and Urban Development; WHO = World Health Organization; dBA = A-weighted decibel

CEQA Conclusion: *Less than significant with mitigation.*

NEPA Conclusion: *Not significant.*

Impact 3: Pyrotechnics

The published sound levels for the Screamer Siren and CAPA (an anti-bird harassment cartridge that travels roughly 1,000 feet downrange before it emits a 150 dBA report) (Reed-Joseph 2022b, 2022c) were used in the RCNM (FHWA 2008) to evaluate the sound level from pyrotechnic devices. Pyrotechnics are most often used by WDM specialists to disperse birds from airfields to reduce wildlife strike hazards. Table 4.2.6-12 identifies these sound sources, along with the anticipated duration of “pyrotechnic firings” at a given activity area, the source noise level for the firing, the use factor (set at 0.3% for each of the two pyrotechnics, or five firings in a 30-minute period for each of the two pyrotechnics, with a duration of 1 second apiece), and the distance used in calculating the combined 8-hour average noise level for comparison to the daytime 65 dBA L_{eq} 8-hour threshold (refer also to Appendix F for RCNM worksheet). As indicated in Table 4.2.6-12, the distance radius for noise activity to remain under the significance threshold during the daytime is 200 feet.

Table 4.2.6-12. Pyrotechnics Activity - Noise Sources List and Resulting Sound Level

Equipment	Activity Duration Per Installed Device	Use Factor (percent)	Reference Level (L_{max} dBA at 50 feet)	Distance Used to Calculate Receiver Noise Level	Combined Noise Level (L_{eq} 8-hour)
Screamer Siren	30 minutes	0.3	68	200 feet	65
CAPA	30 minutes	0.3	118		

Source: Appendix F RCNM worksheet

CAPA is an anti-bird harassment cartridge; dBA = A-weighted decibel

As shown in Table 4.2.6-12, the use of two individual pyrotechnics with “firing” five times per 30 minutes could occur at a distance of 200 feet or greater from sensitive receptors during the daytime and remain in compliance with the HUD standard (HUD 2009). This daytime distance is considered somewhat prohibitive with respect to the use of this method in residential areas because a residence could commonly exist this close to crop or pasture areas in which pyrotechnics activity might occur. Therefore, the CDFA and WS-California would implement MM-NOISE-3 (Section 4.2.6.3.4) to reduce the impact on sensitive receptors by restricting use within critical distances to neighboring residences. Pyrotechnics activity would not occur at night.

CEQA Conclusion: *Less than significant with mitigation.*

NEPA Conclusion: *Not significant.*

Impact 4: Chemical Repellents

Chemical repellents are compounds that prevent consumption of food items or use of an area. They operate by producing an undesirable taste, odor, feel, or behavior pattern. Effective and practical chemical repellents need to be nonhazardous to wildlife; nontoxic to plants, seeds, and humans; resistant to weathering; easily applied; reasonably priced; and capable of providing good repelling qualities. Many are baits or tacky substances that are applied to perches. Methyl anthranilate is a liquid repellent that could be applied with a back-pack sprayer and might involve use of an ATV for access to spray application areas. The RCNM (FHWA 2008) was used to evaluate the sound level from chemical repellent activity. Table 4.2.6-13 identifies these sound sources, along with the anticipated duration of the spraying activity in a given location, the source noise level for the equipment, the use factor, and the distance used in calculating the combined 8-hour average noise level for comparison to the daytime 65 dBA L_{eq} 8-hour threshold. As indicated in Table 4.2.6-13, the distance radius for noise activity to remain under the significance threshold during the daytime is 35 feet.

Table 4.2.6-13. Chemical Repellents Spray Activity - Noise Sources List and Resulting Sound Level

Equipment	Activity Duration Per Site*	Use Factor (percent)	Reference Level (L_{max} dBA at 50 feet)	Distance Used to Calculate Receiver Noise Level	Combined Noise Level (L_{eq} 8-hour)
All-Terrain Vehicle (ATV)	3 hours	40	75	35 feet	65

Source: Appendix F RCNM worksheet.

* Site would be equivalent to approximately 1 acre, the smallest expected rural residential lot in agricultural zones.

As shown in Table 4.2.6-13, the spray application of chemical repellent involving the use of an ATV for access to spray areas could occur at a distance of 35 feet or greater during the daytime and remain in compliance with the HUD standard. This daytime distance is considered sufficient because planted crops sites for which chemical repellent might be spray-applied (e.g., crop fields, golf courses) would not likely be placed within 35 feet of a residence. Chemical repellent spraying would not be conducted at night. MM-NOISE-4 applies to chemical repellent spraying activities and reinforces minimum distance setbacks for this activity during daytime and nighttime periods.

CEQA Conclusion: *Less than significant with mitigation.*

NEPA Conclusion: *Not significant.*

Direct Methods

Impact 5: Trapping

A variety of traps are used to capture wildlife (see Appendix C). Equipment used to set and retrieve the traps could include an ATV or a pickup truck. The RCNM (FHWA 2008) was used to evaluate the sound level from trapping activity. Table 4.2.6-14 identifies these sound sources, along with the anticipated duration of the trap setting or collection/removal, the source noise level for the equipment, the use factor, and the distance used in calculating the combined 8-hour average noise level for comparison to the daytime 65 dBA L_{eq} 8-hour threshold. As indicated in Table 4.2.6-14, the distance radius for noise activity to remain under the significance threshold during the daytime is 25 feet. This analysis is performed with a pickup truck traveling at 50 miles per hour; slower truck speeds would likely result in a shorter distance limit from trapping locations to any residence.

Table 4.2.6-14. Trapping Activity Equipment - Noise Sources List and Resulting Sound Level

Equipment	Activity Duration Per Site*	Use Factor (percent)	Reference Level (L_{max} dBA at 50 feet)	Distance Used to Calculate Receiver Noise Level	Combined Noise Level (L_{eq} 8-hour)
All-Terrain Vehicle (ATV)	30 minutes	40	75	25 feet	65
Pickup Truck	30 minutes	40	55		

Source: Appendix F RCNM worksheet.

* Site would be equivalent to approximately 1 acre, the smallest expected rural residential lot in agricultural zones.

As shown in Table 4.2.6-14, trap setting and collecting could occur at a distance of 25 feet or greater during the daytime and remain in compliance with the HUD standard. This daytime distance is not considered prohibitive for use of this method because planted crops or pastures containing vulnerable livestock would not likely be placed within 25 feet of a residence.

Table 4.2.6-15 provides the radius distance from trapping activities to sound levels that would remain compliant with the HUD guidance for daytime activity (HUD 2009) and the WHO guidance for nighttime activity (Berglund et al. 1999). As shown in Table 4.2.6-15, trapping activity could occur at night at distances from sensitive receptors of 180 feet or greater and would comply with established guidelines. If sensitive receptors are closer than this distance, then the CDFA and WS-California would implement MM-NOISE-5 (see Section 4.2.6.3.4) to reduce the impact on sensitive receptors between 25 and 180 feet by restricting activity to daytime hours.

Table 4.2.6-15. Trapping Activity - Minimum Separation Distances to Comply with Noise Criteria

Activity	Daytime per HUD Guidance (65 dBA L_{eq} 8-hour)	Nighttime per WHO Guidance (45 dBA L_{eq} 8-hour)	Nighttime per WHO Guidance (60 dBA L_{max})
Trapping	25 feet	180 feet	180 feet

Source: Appendix F RCNM worksheet

HUD = U.S. Department of House and Urban Development; WHO = World Health Organization; dBA = A-weighted decibel

CEQA Conclusion: *Less than significant with mitigation.*

NEPA Conclusion: Not significant.

Impact 6: Rocket Nets/Cannon Nets

Conventional rockets and cannon nets use two or more gunpowder-fueled launchers. No sound level-data for detonation of a rocket or cannon net system could be found for this analysis. To address these systems, acousticians used the average sound level for shotguns (E.A.R. Customized Hearing 2023), with two simultaneous detonations per net launch. Equipment used to set the nets and to retrieve trapped animals would include a pickup truck. The RCNM (FHWA 2008) was used to evaluate the sound level from rocket net/cannon net activity. Table 4.2.6-16 identifies these sound sources, along with the anticipated duration of rocket/cannon net launch activity at a given activity area, the source noise level for the firing, the use factor (set at 0.05% or one launch during the 30-minute work period), and the distance used in calculating the combined 8-hour average noise level for comparison to the daytime 65 dBA L_{eq} 8-hour threshold (refer also to Appendix F for RCNM the worksheet). As indicated in Table 4.2.6-16, the distance radius for noise activity to remain under the significance threshold during the daytime is 250 feet.

Table 4.2.6-16. Rocket/Cannon Net Use - Noise Sources List and Resulting Sound Level

Equipment	Activity Duration Per Site*	Use Factor (percent)	Reference Level (L_{max} dBA at 50 feet)	Distance Used to Calculate Receiver Noise Level	Combined Noise Level (L_{eq} 8-hour)
Pickup Truck	30 minutes	40	55	250 feet	65
Rocket Net	30 minutes	0.05	126		

Source: Appendix F RCNM worksheet.

* Site would be equivalent to approximately 5 acres to maintain specified separation distance evaluated.

As shown in Table 4.2.6-16, one launch of a rocket net or cannon net within an 8-hour period could occur at a distance of 250 feet or greater from sensitive receptors during the daytime and remain in compliance with the HUD standard. This daytime distance is considered somewhat prohibitive with respect to the use of this method in residential areas because a residence could commonly exist this close to crop or pasture areas where rocket/cannon net use might occur. Therefore, the CDFA and WS-California would implement MM-NOISE-6 (see Section 4.2.6.3.4) to reduce the impact on sensitive receptors by restricting use within critical distances to neighboring residences.

Table 4.2.6-17 provides the radius distance from rocket/cannon net activity to sensitive receptors for sound levels that would remain compliant with the HUD guidance for daytime activity and the WHO guidance for nighttime activity. As shown in Table 4.2.6-17, rocket/cannon net use could occur at night at distances from sensitive receptors of 13,000 feet (approximately 2.5 miles) or greater and would comply with the established WHO guidelines. If sensitive receptors are closer than this distance, then the CDFA and WS-California would implement MM-NOISE-6 (see Section 4.2.6.3.4) to reduce the impact on sensitive receptors between 250 and 13,000 feet by restricting activity to daytime hours.

Table 4.2.6-17. Rocket/Cannon Net Use - Minimum Separation Distances to Comply with Noise Criteria

Activity	Daytime per HUD Guidance (65 dBA L_{eq} 8-hour)	Nighttime per WHO Guidance (45 dBA L_{eq} 8-hour)	Nighttime per WHO Guidance (60 dBA L_{max})
Rocket/Cannon Net	250 feet	2,000 feet	13,000 feet

Source: Appendix F RCNM worksheet

HUD = U.S. Department of House and Urban Development; WHO = World Health Organization; dBA = A-weighted decibel

CEQA Conclusion: *Less than significant with mitigation.*

NEPA Conclusion: *Not significant.*

Impact 7: Aerial Shooting

Shooting is frequently performed for predators such as coyotes, bobcats, and foxes that have preyed on livestock. Aerial shooting is limited to locations where it is legal and safe to discharge firearms. Aerial shooting is used selectively for target species, but may be relatively expensive because of the use of an aircraft and staff hours required. Wildlife Services uses fixed- and rotary-wing aircraft for aerial WDM activities only in areas under agreement and focuses efforts only during certain times of the year such as during calving and lambing. Nationally, APHIS-WS annually flies less than 20 minutes per square mile (this is equivalent to under 2 seconds per acre), on properties under agreement (USDA 2019). WS-California personnel are trained to avoid non-target wildlife. While adverse reactions to short-duration overflights can occur in wildlife, more serious adverse effects are generally observed in cases of chronic exposure (i.e., flight training facilities, airports, etc.) (USDA 2019). WS-California spends comparatively little time in any one area, making significant impacts to both target and non-target species unlikely (USDA 2019). Low level flights conducted for the removal of damaging individuals, such as a depredating coyote, occur for only brief moments in any given spot. Pursuits are short in duration, generally under a minute, thus minimizing any prolonged stress to the animal, as well as maximizing safety for the air crew members. WS-California does not expect that brief aerial overpasses during WDM will significantly alter wildlife behavior or cause prolonged expenditures of energy reserves. Wildlife Services has concluded that disturbance effects on wildlife are short-lived and negligible and will not cause adverse impacts to non-target species including those that are threatened or endangered. The Airborne Hunting Act allows shooting of animals from aircraft for protection of livestock. A representative aircraft noise level (Cessna 172, a four-seat, single-engine, fixed-wing aircraft) was obtained from the Federal Aviation Administration (FAA 1997); the published sound levels for a 12-gauge shotgun were used to represent gunfire sound levels for aerial shooting. The RCNM (FHWA 2008) was used to evaluate the sound level from aerial shooting.

Table 4.2.6-18 identifies these sound sources, the anticipated duration of shooting/hunting at a given activity area, the duration for aircraft use in the area, the source noise level for the aerial gun-shot and aircraft, the use factor (set at 0.17% or a gun-shot every 10 minutes and 100% for the aircraft), and the distance used in calculating the combined 8-hour average noise level for comparison to the daytime 65 dBA L_{eq} 8-hour threshold (refer also to Appendix F for the RCNM worksheet). As indicated in Appendix F, the distance radius for noise activity to remain under the significance threshold during the daytime is 900 feet (of which some distance would represent the altitude of the aircraft above the ground). In accordance with Federal Aviation Administration regulations, an aircraft cannot fly below 500 feet near people or structures (FAA 1997). Given a minimum altitude of 500 feet above the ground, the horizontal ground distance equating to a 900-foot separation (the hypotenuse of the triangle

representing the airborne aircraft and a receiver on the ground) would be 750 feet. Thus, a minimum of 750 feet should be maintained between a point on the ground beneath an aircraft engaged in aerial shooting and the closest residence to the aircraft. This 750 feet of separation is identified in Table 4.2.6-18.

Table 4.2.6-18. Aerial Shooting Activity - Noise Sources List and Resulting Sound Level

Equipment	Activity Duration Per Site ^a	Use Factor (percent)	Reference Level (L _{max} dBA at 50 feet)	Horizontal Ground Distance Used to Calculate Receiver Noise Level	Combined Noise Level (L _{eq} 8-hour)
12-Gauge Shotgun	10 minutes	0.17	140	750 feet ^b	65
Aircraft	10 minutes	100	92		

Source: Appendix F RCNM worksheet

- ^a To avoid additive sound levels from multiple simultaneous aerial shooting events, such events should not occur closer than 2400 feet or 0.5 miles apart. A “site” would therefore have a radius of 0.25 miles.
- ^b With a minimum aircraft altitude of 500 feet and a minimum separation between plane and ground-based receiver of 900 feet, the horizontal separation distance on the ground would be no less than 750 feet from a point below the aircraft to the nearest adjacent residence.

Table 4.2.6-19 provides the radius distance from aerial shooting activity (supported by aircraft) to sound levels that would remain compliant with the HUD guidance for daytime activity and the WHO guidance for nighttime activity. As shown in Table 4.2.6-19, aerial shooting activity with a gunshot every 10 minutes could occur at a distance of 750 feet or greater during the daytime and remain in compliance with the HUD standard. This daytime distance (750 feet of horizontal ground separation) is considered relatively prohibitive in agricultural areas because a residence could commonly exist this close to rangeland or pasture areas where aerial shooting of target animals might occur. Therefore, the CDFA and WS-California would implement MM-NOISE-7 (see Section 4.2.6.3.4) to reduce the impact on sensitive receptors by requiring the use of a firearm sound suppressor for daytime aerial shooting closer than 750 feet from an occupied structure.

Table 4.2.6-19. Aerial Shooting Activity - Minimum Separation Distances to Comply with Noise Criteria

Activity	Horizontal Ground Distance - Daytime per HUD Guidance (65 dBA L _{eq} 8-hour) ^a	Horizontal Ground Distance - Nighttime per WHO Guidance (45 dBA L _{eq} 8-hour) ^a	Horizontal Ground Distance - Nighttime per WHO Guidance (60 dBA L _{max}) ^a
Aerial Shooting	750 feet	2,000 feet	22,000 feet
Aerial Shooting With Rifle Sound Suppressor	0 feet	685 feet	6,250 feet

Source: Appendix F RCNM worksheet.

HUD = U.S. Department of House and Urban Development; WHO = World Health Organization; dBA = A-weighted decibel

^a Federal Aviation Administration minimum altitude of 500 feet for aircraft included in calculation.

As shown in Table 4.2.6-19, shooting could occur at night at distances from sensitive receptors of 22,000 feet (approximately 5 miles) or greater and would comply with the established guidelines. If sensitive receptors are closer than this distance, then the CDFA and WS-California would implement MM-NOISE-8 (see Section 4.2.6.3.4) to reduce the significant impacts on sensitive receptors within 22,000 feet by requiring use of a suppressor.

CEQA Conclusion: *Less than significant with mitigation.*

NEPA Conclusion: *Not significant.*

Impact 8: Ground Based Shooting

Reference sound levels for firearms that could be used for shooting activities were obtained from published sound pressure level measurement results of representative individual firearm models discharged at an outdoor firing range by Ammo To Go (2019). The sound level results from Ammo To Go address each gun with and without a sound suppressor. Based on these published sound levels for various firearms, the RCNM was used to quantify the sound levels from shooting activities that use each firearm type. A use factor of 0.11% was used to evaluate each scenario, which equates to one gun firing every 15 minutes across the identified duration period. The parameters used in this analysis are a conservative average and should not be interpreted to restrict WDM activities that might include a grouping of higher-frequency gunshots over a shorter period or wider spacing between events. Four duration scenarios were modeled: 8 hours, 4 hours, 2 hours, and 30 minutes. The sound level was then averaged over 8 hours for comparison to the HUD daytime guidance and WHO nighttime guidance. Modeling was completed for each of three representative firearms with and without a suppressor: .308 caliber rifle, 12-gauge shotgun, and .22 caliber rifle. For the .22 caliber rifle, modeling was also performed for a bolt-action model with integrated sound suppressor for both supersonic and subsonic ammunition. Modeling was also performed for a popular BB gun (representing an air rifle) for each of the four duration scenarios. Tables 4.2.6-20 to 4.2.6-27 summarize the RCNM results for the shooting scenarios, and Appendix F contains the spreadsheets with inputs and results.

The evaluation of impacts from ground-based shooting includes firearms that incorporate a sound suppressor and firearms without a sound suppressor. The availability or feasibility of a sound suppressor for a given firearm proposed for WDM activities is not guaranteed, especially for local agencies where the cost may be prohibitive. The use of firearms not equipped with a sound suppressor would be allowed, but such use would need to follow the more restrictive distance and duration limitations outlined under the evaluation conclusions presented in this section.

Daytime Shooting Activities

As indicated in Table 4.2.6-20, under an 8-hour shooting duration, the distance from shooting activity to sound levels conforming to the HUD daytime standard would range from 1,300 feet to 7,000 feet for representative firearms (approximately 0.25 to 1.3 miles). These distances would be considered prohibitive for shooting activities, and therefore a suppressor should be employed for each firearm and/or the duration of shooting in a given area should be reduced to less than 8 hours. A BB gun (air rifle) could be used as close as 3 feet from a sensitive receptor and would therefore not be anticipated to result in significant noise impacts. Table 4.2.6-20 also indicates that with a suppressor attached, the distance from shooting activity to sound levels conforming to the HUD daytime standard would range from 90 feet to 900 feet for representative firearms. Even with the use of a suppressor, 8 hours of shooting with a .308 caliber rifle would exceed the HUD guideline at distances less than 900 feet, shooting with a 12-gauge shotgun would exceed the HUD guideline at distances less than 225 feet, and shooting with a .22 caliber rifle would exceed the HUD guideline at distances less than 90 feet. Sensitive receptors could easily be within these distances from shooting activities. Therefore, the CDFA and WS-California would implement MM-NOISE-9 restricting user within critical distances to neighboring residences or requiring the use of suppressors (see Section 4.2.6.3.4). Note that with using a bolt-action .22 caliber rifle, integrated sound suppressor, and sub-sonic ammunition, shooting could occur as close as 1 foot from a residence and still maintain compliance with the HUD daytime standard.

Table 4.2.6-20. Shooting Activity - Firearm Noise Sources List and Daytime Receptor Noise Results for 8-Hour Shooting Duration

Equipment	Activity Duration Per Site	Use Factor (percent)	Reference Level (L _{max} dBA at 50 feet)	Distance per Daytime HUD Guidance (65 dBA L _{eq} 8-hour)	With Suppressor Reference Level (L _{max} dBA at 50 feet)	With Suppressor Distance per Daytime HUD Guidance (65 dBA L _{eq} 8-hour)
.308 Caliber Rifle	8 hours	0.11	149	7,000 feet	125	900 feet
12-Gauge Shotgun			140	3,500 feet	113	225 feet
.22 Caliber Rifle			129	1,300 feet	105	90 feet
.22 Caliber Rifle (subsonic ammunition)			N/A	N/A	51	1 foot
Daisy Rider BB Gun ^a			73	3 feet	N/A	N/A

Source: Appendix F RCNM worksheet.

HUD = U.S. Department of House and Urban Development; dBA = A-weighted decibel; N/A = not applicable

^a This would represent any air rifle.

As indicated in Table 4.2.6-21, under a 4-hour shooting duration, the distance from shooting activity to sound levels conforming to the HUD daytime standard would range from 1,000 feet to 5,500 feet for representative firearms (approximately 0.2 to 1 mile). These distances would be considered prohibitive for shooting activities, and therefore a suppressor should be employed for each firearm and/or the duration of shooting in a given area should be reduced to less than 4 hours. A BB gun (air rifle) could be used as close as 3 feet from a sensitive receptor and would therefore not be anticipated to result in significant noise impacts. Table 4.2.6-21 also indicates that with a suppressor attached, the distance from shooting activity to sound levels conforming to the HUD daytime standard would range from 70 feet to 650 feet for representative firearms. Even with the use of a suppressor, 4 hours of shooting with a .308 caliber rifle would exceed the HUD guideline at distances less than 650 feet, shooting with a 12-gauge shotgun would exceed the HUD guideline at distances less than 175 feet, and shooting with a .22 caliber rifle would exceed the HUD guideline at distances less than 70 feet; sensitive receptors could easily be within these distances from shooting activities. Therefore, the CDFA and WS-California would implement MM-NOISE-10 restricting use within critical distances to neighboring residences or requiring the use of suppressors (see Section 4.2.6.3.4). Using a bolt-action .22 caliber rifle, integrated sound suppressor, and sub-sonic ammunition, shooting could occur as close as 1 foot from a residence and still maintain compliance with the HUD daytime standard.

Table 4.2.6-21. Shooting Activity - Firearm Noise Sources List and Daytime Receptor Noise Results for 4-Hour Shooting Duration

Equipment	Activity Duration Per Site	Use Factor (percent)	Reference Level (L _{max} dBA at 50 feet)	Distance per Daytime HUD Guidance (65 dBA L _{eq} 8-hour)	With Suppressor Reference Level (L _{max} dBA at 50 feet)	With Suppressor Distance per Daytime HUD Guidance (65 dBA L _{eq} 8-hour)
.308 Caliber Rifle	4 hours	0.11	149	5,500 feet	125	650 feet
12-Gauge Shotgun			140	2,700 feet	113	175 feet

Table 4.2.6-21. Shooting Activity - Firearm Noise Sources List and Daytime Receptor Noise Results for 4-Hour Shooting Duration

Equipment	Activity Duration Per Site	Use Factor (percent)	Reference Level (L _{max} dBA at 50 feet)	Distance per Daytime HUD Guidance (65 dBA L _{eq} 8-hour)	With Suppressor Reference Level (L _{max} dBA at 50 feet)	With Suppressor Distance per Daytime HUD Guidance (65 dBA L _{eq} 8-hour)
.22 Caliber Rifle			129	1,000 feet	105	70 feet
.22 Caliber Rifle (subsonic ammunition)			N/A	N/A	51	1 foot
Daisy Rider BB Guna			73	2 feet	N/A	N/A

Source: Appendix F RCNM worksheet.

HUD = U.S. Department of House and Urban Development; dBA = A-weighted decibel; N/A = not applicable

^a This would represent any air rifle.

As indicated in Table 4.2.6-22, under a 2-hour shooting duration, the distance from shooting activity to sound levels conforming to the HUD daytime standard would range from 700 feet to 4,500 feet for representative firearms. These distances would be considered prohibitive for shooting activities, and therefore a suppressor should be employed for each firearm and/or the duration of shooting in a given area should be reduced to less than 2 hours. A BB gun (air rifle) could be used as close as 2 feet from a sensitive receptor and would therefore not be anticipated to result in significant noise impacts. Table 4.2.6-22 also indicates that, with a suppressor attached, the distance from shooting activity to sound levels conforming to the HUD daytime standard would range from 50 feet to 450 feet for representative firearms. Even with the use of a suppressor, 2 hours of shooting with a .308 caliber rifle would exceed the HUD guideline at distances less than 450 feet, shooting with a 12-gauge shotgun would exceed the HUD guideline at distances less than 125 feet, and shooting with a .22 caliber rifle would exceed the HUD guideline at distances less than 50 feet; sensitive receptors could easily be within these distances from shooting activities. Therefore, the CDFA and WS-California would implement MM-NOISE-11 restricting the use within the critical distances to neighboring residences or requiring the use of suppressors (see Section 4.2.6.3.4). Using a bolt-action .22 caliber rifle, integrated sound suppressor, and sub-sonic ammunition, shooting could occur as close as 1 foot from a residence and still maintain compliance with the HUD daytime standard.

Table 4.2.6-22. Shooting Activity - Firearm Noise Sources List and Daytime Receptor Noise Results for 2-Hour Shooting Duration

Equipment	Activity Duration Per Site	Use Factor (percent)	Reference Level (L _{max} dBA at 50 feet)	Distance per Daytime HUD Guidance (65 dBA L _{eq} 8-hour)	With Suppressor Reference Level (L _{max} dBA at 50 feet)	With Suppressor Distance per Daytime HUD Guidance (65 dBA L _{eq} 8-hour)
.308 Caliber Rifle	2 hours	0.11	149	4,500 feet	125	450 feet
12-Gauge Shotgun			140	2,200 feet	113	125 feet
.22 Caliber Rifle			129	700 feet	105	50 feet

Table 4.2.6-22. Shooting Activity - Firearm Noise Sources List and Daytime Receptor Noise Results for 2-Hour Shooting Duration

Equipment	Activity Duration Per Site	Use Factor (percent)	Reference Level (L _{max} dBA at 50 feet)	Distance per Daytime HUD Guidance (65 dBA L _{eq} 8-hour)	With Suppressor Reference Level (L _{max} dBA at 50 feet)	With Suppressor Distance per Daytime HUD Guidance (65 dBA L _{eq} 8-hour)
.22 Caliber Rifle (subsonic ammunition)			N/A	N/A	51	1 foot
Daisy Rider BB Gun ^a			73	2 feet	N/A	N/A

Source: Appendix F RCNM worksheet.

HUD = U.S. Department of House and Urban Development; dBA = A-weighted decibel; N/A = not applicable

^a This would represent any air rifle.

As indicated in Table 4.2.6-23, under a 30-minute shooting duration, the distance from shooting activity to sound levels conforming to the HUD daytime standard would range from 350 feet to 2,750 feet for representative firearms (up to approximately 0.5 miles). These distances would be considered prohibitive for shooting activities, and therefore a suppressor should be employed for each firearm and/or the duration of shooting in a given area should be reduced to less than 30 minutes. A BB gun could be used as close as 1 foot from a sensitive receptor and would therefore not be anticipated to result in significant noise impacts. Table 4.2.6-23 also indicates that, with a suppressor attached, the distance from shooting activity to sound levels conforming to the HUD daytime standard would range from 25 feet to 225 feet for representative firearms. Even with the use of a suppressor, 30 minutes of shooting with a .308 caliber rifle would exceed the HUD guideline at distances less than 225 feet, shooting with a 12-gauge shotgun would exceed the HUD guideline at distances less than 70 feet, and shooting with a .22 caliber rifle would exceed the HUD guideline at distances less than 25 feet; sensitive receptors could be within these distances from shooting activities. Therefore, the CDFA and WS-California would implement MM-NOISE-12 restricting use within critical distances to neighboring residences or requiring the use of suppressors (see Section 4.2.6.3.4). Using a bolt-action .22 caliber rifle, integrated sound suppressor, and sub-sonic ammunition, shooting could occur as close as 1 foot from a residence and still maintain compliance with the HUD daytime standard.

Table 4.2.6-23. Shooting Activity - Firearm Noise Sources List and Daytime Receptor Noise Results for 30-Minute Shooting Duration

Equipment	Activity Duration Per Site	Use Factor (percent)	Reference Level (L _{max} dBA at 50 feet)	Distance per Daytime HUD Guidance (65 dBA L _{eq} 8-hour)	With Suppressor Reference Level (L _{max} dBA at 50 feet)	With Suppressor Distance per Daytime HUD Guidance (65 dBA L _{eq} 8-hour)
.308 Caliber Rifle	0.5 hours	0.11	149	2,750 feet	125	225 feet
12-Gauge Shotgun			140	1,200 feet	113	70 feet
.22 Caliber Rifle			129	350 feet	105	25 feet

Table 4.2.6-23. Shooting Activity - Firearm Noise Sources List and Daytime Receptor Noise Results for 30-Minute Shooting Duration

Equipment	Activity Duration Per Site	Use Factor (percent)	Reference Level (L _{max} dBA at 50 feet)	Distance per Daytime HUD Guidance (65 dBA L _{eq} 8-hour)	With Suppressor Reference Level (L _{max} dBA at 50 feet)	With Suppressor Distance per Daytime HUD Guidance (65 dBA L _{eq} 8-hour)
.22 Caliber Rifle (subsonic ammunition)			N/A	N/A	51	1 foot
Daisy Rider BB Gun ^a			73	1 foot	N/A	N/A

Source: Appendix F RCNM worksheet.

HUD = U.S. Department of House and Urban Development; dBA = A-weighted decibel; N/A = not applicable

^a This would represent any air rifle.

Nighttime Shooting Activities

As indicated in Table 4.2.6-24, under an 8-hour shooting duration, the distance from shooting activity to sound levels conforming to the WHO nighttime standard would range from 7,000 feet to 18,000 feet for representative firearms (approximately 1.3 to 3.4 miles). These distances would be considered prohibitive for shooting activities, and therefore a suppressor should be employed for each firearm, or the duration of shooting in a given area should be reduced to less than 8 hours or the activity should be conducted during the daytime. A BB gun could be used as close as 25 feet from a sensitive receptor and would not be anticipated to result in significant noise impacts. Table 4.2.6-24 also indicates that, with a suppressor attached, the distance from shooting activity to sound levels conforming to the WHO nighttime standard would range from 900 feet to 5,200 feet for representative firearms (up to approximately 1 mile). Even with the use of a suppressor, 8 hours of shooting with a .308 caliber rifle would exceed the WHO nighttime guideline at distances less than 5,200 feet, shooting with a 12-gauge shotgun would exceed the WHO nighttime guideline at distances less than 2,000 feet, and shooting with a .22 caliber rifle would exceed the WHO nighttime guideline at distances less than 900 feet; sensitive receptors could easily be within these distances from shooting activities. Therefore, the CDFA and WS-California would implement MM-NOISE-13 restricting use within critical distances to neighboring residences or requiring the use of suppressors (see Section 4.2.6.3.4). Using a bolt-action .22 caliber rifle, integrated sound suppressor, and sub-sonic ammunition, shooting could occur as close as 2 feet from a residence and still maintain compliance with the WHO nighttime standard.

Table 4.2.6-24. Shooting Activity - Firearm Noise Sources List and Nighttime Receptor Noise Results for 8-Hour Shooting Duration

Equipment	Activity Duration Per Site	Use Factor (percent)	Reference Level (L_{max} dBA at 50 feet)	Distance per Nighttime WHO Guidance (45 dBA L_{eq} 8-hour)	With Suppressor Reference Level (L_{max} dBA at 50 feet)	With Suppressor Distance per Nighttime WHO Guidance (45 dBA L_{eq} 8-hour)
.308 Caliber Rifle	8 hours	0.11	149	18,000 feet	125	5,200 feet
12-Gauge Shotgun			140	12,500 feet	113	2,000 feet
.22 Caliber Rifle			129	7,000 feet	105	900 feet
.22 Caliber Rifle (subsonic ammunition)			N/A	N/A	51	2 feet
Daisy Rider BB Gun ^a			73	25 feet	N/A	N/A

Source: Appendix F RCNM worksheet.

WHO = World Health Organization; dBA = A-weighted decibel; N/A = not applicable

^a This would represent any air rifle.

As indicated in Table 4.2.6-25, under a 4-hour shooting duration, the distance from shooting activity to sound levels conforming to the WHO nighttime standard would range from 5,500 feet to 16,500 feet for representative firearms (approximately 1 to 3 miles). These distances would be considered prohibitive for shooting activities, and therefore a suppressor should be employed for each firearm, or the duration of shooting in a given area should be reduced to less than 4 hours or the activity should be conducted during the daytime. A BB gun could be used as close as 17 feet from a sensitive receptor and would not be anticipated to result in significant noise impacts. Table 4.2.6-25 also indicates that, with a suppressor attached, the distance from shooting activity to sound levels conforming to the WHO nighttime standard would range from 650 feet to 4,200 feet for representative firearms (up to approximately 0.8 miles). Even with the use of a suppressor, 4 hours of shooting with a .308 caliber rifle would exceed the WHO nighttime standard at distances less than 4,200 feet, shooting with a 12-gauge shotgun would exceed the WHO nighttime standard at distances less than 1,500 feet, and shooting with a .22 caliber rifle would exceed the WHO nighttime standard at distances less than 650 feet; sensitive receptors could easily be within these distances from shooting activities. Therefore, the CDFA and WS-California would implement MM-NOISE-14 restricting use within critical distances to neighboring residences or requiring the use of suppressors (see Section 4.2.6.3.4). Using a bolt-action .22 caliber rifle, integrated sound suppressor, and sub-sonic ammunition, shooting could occur as close as 2 feet from a residence and still maintain compliance with the WHO nighttime standard.

Table 4.2.6-25. Shooting Activity - Firearm Noise Sources List and Nighttime Receptor Noise Results for 4-Hour Shooting Duration

Equipment	Activity Duration Per Site	Use Factor (percent)	Reference Level (L _{max} dBA at 50 feet)	Distance per Nighttime WHO Guidance (45 dBA L _{eq} 8-hour)	With Suppressor Reference Level (L _{max} dBA at 50 feet)	With Suppressor Distance per Nighttime WHO Guidance (45 dBA L _{eq} 8-hour)
.308 Caliber Rifle	4 hours	0.11	149	16,500 feet	125	4,200 feet
12-Gauge Shotgun			140	11,000 feet	113	1,500 feet
.22 Caliber Rifle			129	5,500 feet	105	650 feet
.22 Caliber Rifle (subsonic ammunition)			N/A	N/A	51	2 feet
Daisy Rider BB Gun ^a			73	17 feet	N/A	N/A

Source: Appendix F RCNM worksheet

WHO = World Health Organization; dBA = A-weighted decibel; N/A = not applicable

^a This would represent any air rifle.

As indicated in Table 4.2.6-26, under a 2-hour shooting duration, the distance from shooting activity to sound levels conforming to the WHO nighttime standard would range from 4,500 feet to 14,500 feet for representative firearms (approximately 0.8 to 2.7 miles). These distances would be considered prohibitive for shooting activities, and therefore a suppressor should be employed for each firearm, and the duration of shooting in a given area should be reduced to less than 2 hours and/or the activity should be conducted during the daytime. A BB gun could be used as close as 12 feet from a sensitive receptor and would not be anticipated to result in significant noise impacts. Table 4.2.6-26 also indicates that, with a suppressor attached, the distance from shooting activity to sound levels conforming to the WHO nighttime standard would range from 450 feet to 3,200 feet for representative firearms (up to approximately 0.6 miles). Even with the use of a suppressor, 2 hours of shooting with a .308 caliber rifle would exceed the WHO nighttime standard at distances less than 3,200 feet, shooting with a 12-gauge shotgun would exceed the WHO nighttime standard at distances less than 1,100 feet, and shooting with a .22 caliber rifle would exceed the WHO nighttime standard at distances less than 450 feet; sensitive receptors could easily be within these distances from shooting activities. Therefore, the CDFA and WS-California would implement MM-NOISE-10 requiring the use of suppressors, and MM-NOISE-11 to reduce the impact on sensitive receptors by restricting use within critical distances to neighboring residences (see Section 4.2.6.3.4). Using a bolt-action .22 caliber rifle, integrated sound suppressor, and sub-sonic ammunition, shooting could occur as close as 1 foot from a residence and still maintain compliance with the WHO nighttime standard.

Table 4.2.6-26. Shooting Activity - Firearm Noise Sources List and Nighttime Receptor Noise Results for 2-Hour Shooting Duration

Equipment	Activity Duration Per Site	Use Factor (percent)	Reference Level (L _{max} dBA at 50 feet)	Distance per Nighttime WHO Guidance (45 dBA L _{eq} 8-hour)	With Suppressor Reference Level (L _{max} dBA at 50 feet)	With Suppressor Distance per Nighttime WHO Guidance (45 dBA L _{eq} 8-hour)
.308 Caliber Rifle	2 hours	0.11	149	14,500 feet	125	3,200 feet
12-Gauge Shotgun			140	9,500 feet	113	1,100 feet
.22 Caliber Rifle			129	4,500 feet	105	450 feet
.22 Caliber Rifle (subsonic ammunition)			N/A	N/A	51	1 foot
Daisy Rider BB Gun ^a			73	12 feet	N/A	N/A

Source: Appendix F RCNM worksheet.

WHO = World Health Organization; dBA = A-weighted decibel; N/A = not applicable

^a This would represent any air rifle.

As indicated in Table 4.2.6-27, under a 30-minute shooting duration, the distance from shooting activity to sound levels conforming to the WHO nighttime standard would range from 2,750 feet to 11,000 feet for representative firearms (approximately 0.5 to 2 miles). These distances would be considered prohibitive for shooting activities, and therefore a suppressor should be employed for each firearm, or the duration of shooting in a given area should be reduced to less than 30 minutes or the activity should be conducted during the daytime. A BB gun could be used as close as 6 feet from a sensitive receptor and would not be anticipated to result in significant noise impacts. Table 4.2.6-27 also indicates that, with a suppressor attached, the distance from shooting activity to sound levels conforming to the WHO nighttime standard would range from 225 feet to 2,000 feet for representative firearms (up to approximately 0.4 miles). Even with the use of a suppressor, 30 minutes of shooting with a .308 caliber rifle would exceed the WHO nighttime standard at distances less than 2,000 feet, shooting with a 12-gauge shotgun would exceed the WHO nighttime standard at distances less than 550 feet, and shooting with a .22 caliber rifle would exceed the WHO nighttime standard at distances less than 225 feet; sensitive receptors could easily be within these distances from shooting activities. Therefore, the CDFA and WS-California would implement MM-NOISE-16 restricting use within critical distances to neighboring residences or requiring the use of suppressors (see Section 4.2.6.3.4). Using a bolt-action .22 caliber rifle, integrated sound suppressor, and sub-sonic ammunition, shooting could occur as close as 1 foot from a residence and still maintain compliance with the WHO nighttime standard.

Table 4.2.6-27. Shooting Activity - Firearm Noise Sources List and Nighttime Receptor Noise Results for 30-Minute Shooting Duration

Equipment	Activity Duration Per Site	Use Factor (percent)	Reference Level (Lmax dBA at 50 feet)	Distance per Nighttime WHO Guidance (45 dBA Leq 8-hour)	With Suppressor Reference Level (Lmax dBA at 50 feet)	With Suppressor Distance per Nighttime WHO Guidance (45 dBA Leq 8-hour)
.308 Caliber Rifle	0.5 hours	0.11	149	11,000 feet	125	2,000 feet
12-Gauge Shotgun			140	6,500 feet	113	550 feet
.22 Caliber Rifle			129	2,750 feet	105	225 feet
.22 Caliber Rifle (subsonic ammunition)			N/A	N/A	51	1 foot
Daisy Rider BB Gun ^a			73	6 feet	N/A	N/A

Source: Appendix F RCNM worksheet.

WHO = World Health Organization; dBA = A-weighted decibel; N/A = not applicable

^a This would represent any air rifle.

CEQA Conclusion: *Less than significant with mitigation.*

NEPA Conclusion: *Not significant.*

NOI 2 - Would the project result in generation of excessive groundborne vibration or groundborne noise levels?

Impact 9: Vibration Potential of Project Activities

With respect to groundborne vibration, Table 4.2.6-7 provides vibration levels for a pickup truck, the only equipment with any substantial vibration generation potential likely to be used for any Project activities. A pickup truck would routinely be employed to transport employees and equipment to carry out Project activities. Using reference levels from Shiferaw (2021) for this type of equipment, the vibration levels generated by Project activities were calculated using the Caltrans methodology (Caltrans 2020b). The result of the vibration calculation for a pickup truck is presented in Table 4.2.6-28, in comparison to the Caltrans vibration significance level of 0.2 in/sec PPV for human annoyance and damage to fragile buildings (Caltrans 2020b). Since vibration potential is related to vehicle weight, and because ATVs typically account for no more than 50% of the weight of a pick-up truck, vibration potential for the use of ATVs would be substantially less than for pick-ups, and therefore was not separately evaluated.

Table 4.2.6-28. Vibration Levels for Project Activities - Minimum Separation Distances for Compliance

Activity	Minimum Separation Distance to Comply With Significance Threshold (0.20 inches per second peak particle velocity)
Pickup Truck Operation*	5 feet

Note:

* Vehicle driven at 50 miles per hour.

Based on the distance shown in Table 4.2.6-28, the existence of any sensitive buildings located this close to Project activities would be highly unlikely. In addition, Table 4.2.6-28 shows that safe distances would easily be maintained between vibration-generating activities and buildings/residences where people normally sleep. Mitigation measures for potential vibration impacts would therefore not be necessary.

CEQA Conclusion: *Less than significant.*

NEPA Conclusion: *Not significant.*

NOI 3 - For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?

Impact 10: Airport Noise Exposure from Project Activities

Because the Proposed Project has a statewide scope, certain Project activities would be anticipated to be carried out within areas encompassed by an adopted airport land use plan and/or within 2 miles of a public airport. The Proposed Project would not include development of housing, nor would the Project directly or indirectly result in the introduction of new residents within such zones that are influenced by airport operations noise levels. However, the Project could include the use of propane exploders, pyrotechnic devices, rocket nets, cannon nets, and shooting activity to discourage the presence of birds and mammals that present a collision hazard for aircraft operations. Out of these activities, only shooting would be anticipated to be conducted during the nighttime at airports. The CDFA and WS-California would implement MM-NOISE-2, MM-NOISE-3, and MM-NOISE-6 to address impacts from propane blasters, pyrotechnic devices, and rocket/cannon nets. Finally, the CDFA and WS-California would implement MM-NOISE-9 through MM-NOISE-12 to avoid impacts from daytime shooting activities (see Section 4.2.6.3.4), as well as MM-NOISE-13 through MM-NOISE-16 to avoid and reduce impacts from nighttime shooting activities.

CEQA Conclusion: *Less than significant with mitigation.*

NEPA Conclusion: *Not significant.*

4.2.6.4.3 Cumulative Impacts

Noise-generating activities under the Proposed Project could occur in locations where ambient noise levels are high, such as airports. Other future projects could also generate noise in proximity to Proposed Project activities. Although noise associated with future projects or operations in proximity to Project activities may be individually below the applicable criteria, in combination, they could exceed noise criteria. In more extreme cases, ambient conditions or other projects already may exceed the criteria, with Proposed Project activities exacerbating this situation. However, it should be noted that many WDM activities occur in rural settings with low ambient noise levels; farming and use of heavy machines do not typically occur at the same time as WDM activities for safety reasons, and therefore often the noise generating effects from WDM activities could be largely offset by the temporary cessation of farming or ranching operations, including farm equipment use.

Per the impact analysis discussed above, the CDFA and WS-California would implement MM-NOISE-1 through MM-NOISE-16 in the event that Proposed Project activities could exceed applicable criteria (see Section 4.2.6.3.4). The incorporation of these minimizing measures would reduce the Proposed Project's contribution to cumulative

noise impacts and would not be cumulatively considerable. It is also anticipated to be rare that noise generated under the Proposed Project would combine with other noise sources to create significant noise effects.

The Proposed Project has virtually no potential to contribute to cumulative vibration impacts because vibration levels with the potential to result in human annoyance would be limited to a distance of 6 feet from any Project activity. At this distance, it is highly unlikely that other vibration sources would be present to exacerbate existing ambient vibration levels.

CEQA Conclusion: *Less than cumulatively considerate with mitigation.*

NEPA Conclusion: *Not significant.*

4.2.6.4.4 Mitigation Measures

Because Proposed Project activities have the potential to result in noise levels that would exceed standards adopted by international (WHO), federal (e.g., HUD), and/or state (e.g., CEQA) agencies, mitigation would be required. **Under certain extenuating circumstances (including emergency operations, actions to protect human safety, rapid response activities, or the permission of the sensitive receptor[s] that could experience the noise impact), the necessity for mitigation may be waived;** however, residual impacts under such waiver allowances could remain significant. The following mitigation measures would reduce Proposed Project activity noise levels at the closest residential receivers to be compliant with applicable standards.

- MM-NOISE-1 Electronic distress sounds shall not be used continuously for more than 8 hours within 30 feet of an occupied structure during daytime hours (sunrise to sunset).
- MM-NOISE-2 Propane exploders shall not be used within 140 feet of an occupied structure during daytime hours (sunrise to sunset) nor within 1,850 feet of an occupied structure during nighttime hours (sunset to sunrise).
- MM-NOISE-3 Pyrotechnic devices (i.e., screamer siren, CAPA, etc.) shall not be used within 200 feet of an occupied structure during daytime hours (sunrise to sunset).
- MM-NOISE-4 Daytime use of ATVs for spraying chemical repellents shall not occur closer than 35 feet from an occupied structure. ATVs shall not be used for nighttime chemical spraying operations.
- MM-NOISE-5 Trapping activities employing a pick-up truck or ATV shall not be conducted within 25 feet of an occupied structure during daytime hours (sunrise to sunset) nor within 180 feet of an occupied structure during nighttime hours (sunset to sunrise).
- MM-NOISE-6 The use of rocket or cannon nets shall not occur within 250 feet of an occupied structure during daytime hours (sunrise to sunset) nor within 13,000 feet of an occupied structure during nighttime hours (sunset to sunrise).
- MM-NOISE-7 Aerial shooting activities occurring during the daytime shall not be conducted closer than 750 feet (as measured on the ground) from an occupied structure unless a suppressor is used. If a suppressor is used, daytime aerial shooting activities could be conducted without any horizontal ground distance separation from an occupied structure.

MM-NOISE-8 Aerial shooting activities occurring during the nighttime shall not be conducted closer than 22,000 feet (approximately 5 miles) from an occupied structure unless a suppressor is used. If a suppressor is used, Project nighttime aerial shooting activities shall not be conducted closer than 6,250 feet (approximately 1.2 miles) from an occupied sensitive receptor.

MM-NOISE-9 For daytime shooting activities involving an 8-hour duration, shooting shall not occur at distances from an occupied structure less than indicated below; if shorter distances are required, reduce the duration of shooting activities until such distance can meet the standards, as prescribed in MM-NOISE-10 to MM-NOISE-12.

- For .308 Caliber Rifle, not less than 7,000 feet (without suppressor) or not less than 900 feet (with suppressor).
- For 12-Gauge Shotgun, not less than 3,500 feet (without suppressor) or not less than 225 feet (with suppressor).
- For .22 Caliber Rifle, not less than 1,300 feet (without suppressor) or not less than 90 feet (with suppressor).
- For .bolt-action 22 Caliber Rifle with integrated suppressor and using sub-sonic ammo, not less than 1 foot.

MM-NOISE-10 For daytime shooting activities involving a **4-hour duration**, shooting shall not occur at distances from an occupied structure less than indicated below; if shorter distances are required, reduce the duration of shooting activities until such distance can meet the standards, as prescribed in MM-NOISE-11 to MM-NOISE-12.

- For .308 Caliber Rifle, not less than 5,500 feet (without suppressor) or not less than 650 feet (with suppressor).
- For 12-Gauge Shotgun, not less than 2,700 feet (without suppressor) or not less than 175 feet (with suppressor).
- For .22 Caliber Rifle, not less than 1,000 feet (without suppressor) or not less than 70 feet (with suppressor).
- For bolt-action .22 Caliber Rifle with integrated suppressor and using sub-sonic ammo, not less than 1 foot.

MM-NOISE-11 For daytime shooting activities involving a **2-hour duration**, shooting shall not occur at distances from an occupied structure less than indicated below; if shorter distances are required, reduce the duration of shooting activities until such distance can meet the standards, as prescribed in MM-MM-NOISE-12.

- For .308 Caliber Rifle, not less than 4,500 feet (without suppressor) or not less than 450 feet (with suppressor).
- For 12-Gauge Shotgun, not less than 2,200 feet (without suppressor) or not less than 125 feet (with suppressor).

- For .22 Caliber Rifle, not less than 700 feet (without suppressor) or not less than 50 feet (with suppressor).
- For .bolt-action 22 Caliber Rifle with integrated suppressor and using sub-sonic ammo, not less than 1 foot.

MM-NOISE-12 For daytime shooting activities involving a **30-minute duration**, shooting shall not occur at distances from an occupied structure less than indicated below.

- For .308 Caliber Rifle, not less than 2,750 feet (without suppressor) or not less than 225 feet (with suppressor).
- For 12-Gauge Shotgun, not less than 1,200 feet (without suppressor) or not less than 70 feet (with suppressor).
- For .22 Caliber Rifle, not less than 350 feet (without suppressor) or not less than 25 feet (with suppressor).
- For .bolt-action 22 Caliber Rifle with integrated suppressor and using sub-sonic ammo, not less than 1 foot.

MM-NOISE-13 For nighttime shooting activities involving an **8-hour duration**, shooting shall not occur at distances from an occupied structure less than indicated below; if shorter distances are required, reduce the duration of shooting activities until such distance can meet the nighttime standards, as prescribed in MM-NOISE-14 to MM-NOISE-16, or conduct the shooting activity during the daytime following distance/duration restrictions prescribed in MM-NOISE-9 to MM-NOISE-12.

- For .308 Caliber Rifle, not less than 18,000 feet (without suppressor) or not less than 5,200 feet (with suppressor).
- For 12-Gauge Shotgun, not less than 12,500 feet (without suppressor) or not less than 2,000 feet (with suppressor).
- For .22 Caliber Rifle, not less than 7,000 feet (without suppressor) or not less than 900 feet (with suppressor).
- For bolt-action .22 Caliber Rifle with integrated suppressor and using sub-sonic ammo, not less than 2 feet.

MM-NOISE-14 For nighttime shooting activities involving a **4-hour duration**, shooting shall not occur at distances from an occupied structure less than indicated below; if shorter distances are required, reduce the duration of shooting activities until such distance can meet the nighttime standards, as prescribed in MM-NOISE-15 to MM-NOISE-16, or conduct the shooting activity during the daytime following distance/duration restrictions prescribed in MM-NOISE-9 to MM-NOISE-12.

- For .308 Caliber Rifle, not less than 16,500 feet (without suppressor) or not less than 4,200 feet (with suppressor).
- For 12-Gauge Shotgun, not less than 11,000 feet (without suppressor) or not less than 1,500 feet (with suppressor).

- For .22 Caliber Rifle, not less than 5,500 feet (without suppressor) or not less than 650 feet (with suppressor).
- For bolt-action .22 Caliber Rifle with integrated suppressor and using sub-sonic ammo, not less than 2 feet.

MM-NOISE-15 For nighttime shooting activities involving a **2-hour duration**, shooting shall not occur at distances from an occupied structure less than indicated below; if shorter distances are required, reduce the duration of shooting activities until such distance can meet the nighttime standards, as prescribed in MM-NOISE-16, or conduct the shooting activity during the daytime following distance/duration restrictions prescribed in MM-NOISE-9 to MM-NOISE-12.

- For .308 Caliber Rifle, not less than 14,500 feet (without suppressor) or not less than 3,200 feet (with suppressor).
- For 12-Gauge Shotgun, not less than 9,500 feet (without suppressor) or not less than 1,100 feet (with suppressor).
- For .22 Caliber Rifle, not less than 4,500 feet (without suppressor) or not less than 450 feet (with suppressor).
- For bolt-action 22 Caliber Rifle with integrated suppressor and using sub-sonic ammo, not less than 1 foot.

MM-NOISE-16 For nighttime shooting activities involving a **30-minute duration**, shooting shall not occur at distances from an occupied structure less than indicated below; if shorter distances are required, conduct the shooting activity during the daytime following distance/duration restrictions prescribed in MM-NOISE-9 to MM-NOISE-12.

- For .308 Caliber Rifle, not less than 11,000 feet (without suppressor) or not less than 2,000 feet (with suppressor).
- For 12-Gauge Shotgun, not less than 6,500 feet (without suppressor) or not less than 550 feet (with suppressor).
- For .22 Caliber Rifle, not less than 2,750 feet (without suppressor) or not less than 225 feet (with suppressor).
- For bolt-action 22 Caliber Rifle with integrated suppressor and using sub-sonic ammo, not less than 1 foot.

4.2.6.4.5 Alternatives Impacts

Under CEQA, the analysis of a project's impacts is performed on a comparative basis against the environmental setting attributable to development and activities that exist when the analysis is initiated. Consequently, WDM activities that are currently being conducted by each agency are considered part of the baseline condition, and even if such activities result in nuisance noise, the continuation of baseline conditions is not considered an impact under CEQA. However, a change in the implementation of WDM activities (even via a different agency than is currently carrying out the activity) is considered an "action" under CEQA, for which the impact must be evaluated. Hence, the "no project" alternative is not the same as for other alternatives where the responsibility for an action may simply be shifting from one agency to another.

NOI 1 - Would the project result in generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?

Alternative 1: No Project/Continuation of WS-California

Alternative 1 would continue the current WS-California WDM activities. Under this alternative, WS-California would continue to provide technical assistance on lethal and non-lethal techniques, and/or provide lethal and non-lethal operational assistance. Alternative 1 would not include any new CDFA or County Programs or emergency/rapid response WDM activities.

Noise-generating activities under Alternative 1 would be the same as described for existing conditions. Under current conditions, WDM activities are conducted by WS-California in response to requests for assistance. These activities may be conducted in areas close to occupied residences if assistance is requested from the landowner. These activities are limited in area, and generally short lived and/or temporary. Alternative 1 would not result in an increase in WDM activities compared to existing conditions. Because existing WDM activities are included in the baseline condition for CEQA, the no project alternative would result in no impacts under CEQA and not significant under NEPA.

CEQA Conclusion: *No impact.*

NEPA Conclusion: *Not significant.*

Alternative 2: Non-Lethal Operational WDM, Except for Human/Companion Animal Health and Safety, Threatened and Endangered Species Protection, and Airport Work

Under Alternative 2, the CDFA/Counties/WS-California would provide technical assistance on lethal and non-lethal techniques, and/or provide non-lethal operational WDM assistance, but would not provide lethal WDM assistance, except for cases of human health and safety, pet health and safety, threatened and endangered species protection, and wildlife hazard management (WHM) at airports. Under Alternative 2, resource or land managers/owners requesting lethal operational assistance to protect agricultural resources would be referred to other entities.

Under Alternative 2, lethal operational activities would only occur in cases involving human or pet health and safety, threatened and endangered species protection, and WHM. Lethal damage management tools that generate noise, such as aerial shooting and ground shooting, would not be implemented in cases of agricultural damage. Because Alternative 2 would not include lethal operational WDM assistance by the CDFA, Counties, or WS-California to manage wildlife damage to agriculture, there may be a slight decrease in the use of firearms near occupied residences and a slightly lower potential for substantial noise increases at occupied residences compared to the Proposed Project. Entities other than WS-California are not authorized to conduct aerial shooting. However, the CDFA/Counties/WS-California would continue to provide technical assistance (for both lethal and non-lethal techniques) and non-lethal operational assistance in response to wildlife damage to agriculture. Alternative 2 may have a slightly lower impact compared to the Proposed Project. Noise-generating activities under Alternative 2 would be the same as described for the Proposed Project; however, use of lethal noise-generative tools would be limited to human health and safety, pet health and safety, threatened and endangered species protection, and WHM at airports. Potential direct, indirect, and cumulative impacts from noise-generating activities when implementing the mitigation measures listed in Section 4.2.6.3.4 would be less than significant under CEQA and not significant under NEPA.

CEQA Conclusion: *Less than significant with mitigation.*

NEPA Conclusion: *Not significant.*

Alternative 3. Non-Lethal Operational WDM

Under Alternative 3, Non-Lethal Operational WDM Alternative, the CDFA/Counties/WS-California would provide technical assistance on lethal and non-lethal techniques and provide non-lethal operational WDM assistance. No lethal operational WDM assistance would be provided, even in cases involving human or pet health and safety, threatened and endangered species protection, or WHM at airports. Under Alternative 3, resource or land managers/owners requesting lethal operational assistance would be referred to other entities.

Similar to Alternative 2, Alternative 3 would not include lethal operational WDM assistance by the CDFA, Counties, or WS-California to manage wildlife damage to agriculture. Lethal management tools that generate noise, such as aerial shooting and ground shooting, would not be implemented. Therefore, a slight decrease may occur in the use of firearms near occupied residences (with a slightly lower potential for substantial noise increases at occupied residences). Entities other than WS-California are not authorized to conduct aerial shooting. However, the CDFA/Counties/WS-California would continue to provide technical assistance for both lethal and non-lethal techniques, and non-lethal operational assistance in response to wildlife damage to agriculture. Alternative 3 may have a slightly lower impact compared to the Proposed Project. Noise-generating activities under Alternative 3 would be the same as under the Proposed Project; however, use of lethal noise-generative tools would not be implemented. Potential direct, indirect, and cumulative impacts from non-lethal noise-generating activities when implementing the mitigation measures listed in Section 4.2.6.3.6 would be less than significant under CEQA and not significant under NEPA.

CEQA Conclusion: *Less than significant with mitigation.*

NEPA Conclusion: *Not significant.*

Alternative 4. Financial Reimbursement Assistance

Under Alternative 4, Financial Reimbursement Assistance Alternative, the participating Counties and other governmental agencies could establish an assistance program or initiative that provides monetary compensation to affected cooperators/requestors (producers) upon verified livestock and poultry losses as a result of predation, with a focus on protection. Noise-generating tools that could be reimbursed under this alternative include electronic distress sounds, propane exploders, guard dogs, and chemical repellents. The resource or land managers/owners would be responsible for implementing these tools and submitting a reimbursement request. Alternative 4 would not include technical assistance or operational assistance provided by the CDFA, WS-California, or participating Counties. WS-California would not conduct WDM activities under this alternative, therefore NEPA based analysis and impact determination is not warranted (See Chapter 3, Section 3.8.4 – Alternative 4: Financial Reimbursement Assistance).

The addition of a financial reimbursement program would be intended to mitigate some of the loss of agricultural products resulting from wildlife damage for farmers and livestock owners. Although technical assistance or operational assistance such as in the Proposed Project/Proposed Action would not be provided, financial reimbursement would allow landowners to recoup their losses and/or implement methods to minimize wildlife damage to designated farmland (e.g., fencing, livestock protection animals, scare devices). Alternative 4 may have a slightly lower impact compared to the Proposed Project.

CEQA Conclusion: *Less than significant.*

Alternative 5. No Project/Cessation of WS-California

Under current conditions, WDM activities are conducted by WS-California in response to requests for assistance, including lethal and non-lethal methods such as scare devices, trapping, and shooting of animals with the potential to cause damage to agriculture or pose a threat to humans. These activities may be conducted in areas close to occupied residences (belonging to a given landowner or neighbor) if assistance is requested from the landowner and could involve substantial noise generation. These activities are limited in area, and generally short lived and/or temporary.

Alternative 5, the No Project/Cessation of WS-California Alternative, would not establish or formalize a CDFA WDM Program in California and would result in the cessation of existing WS-California WDM activities in California. Neither technical nor operational assistance with WDM methods described under the Proposed Project/Proposed Action would be conducted. This alternative would likely involve a transfer of WDM activities handled by other entities, such as Native American tribes, the U.S. Fish and Wildlife Service, the California Department of Fish and Wildlife, the Counties, private-resource owners and managers, private contractors, and/or other non-federal agencies. Other entities, including private landowners, would not likely have the expertise, training, equipment (e.g., firearms and aircraft), or authorization to carry out WDM like WS-California and it is likely that calls for service would go unaddressed. These other entities also may or may not adhere to safety precautions, BMPs, or federal state, and/or local laws. The implementation of these WDM activities outside of the existing CDFA and WS-California services would include some measure of replacement activities by others that also generate noise. While the quantification of such effects in the context of either an increase or decrease would be speculative, the potential impacts caused by other entities could be higher than the existing referenced CDFA and WS-California programs. However, any potential increase in noise-based impacts would not be expected to result in significant impacts. Therefore, the resulting impacts would be less than significant under CEQA and not significant under NEPA.

Because Alternative 5 would not include any operational or technical WDM, and noise generating WDM tools would not be implemented by WS-California, the CDFA, or Counties, there is no potential to generate excessive noise. In the absence of WDM activities carried out by WS-California and the CDFA/Counties, there would be no resulting increase in impact severity related to the generation of a substantial temporary or permanent increase in ambient noise levels on sensitive receptors.

CEQA Conclusion: *Less than significant.*

NEPA Conclusion: *Not significant.*

NOI-2: Would the project result in generation of excessive groundborne vibration or groundborne noise levels?

Alternative 1: No Project/Continuation of WS-California

Alternative 1 describes existing WS-California WDM. WS-California WDM activities under Alternative 1 would continue to be implemented in response to requests for assistance to minimize or prevent loss from wildlife damage. Similar to the Proposed Project, the only equipment with any vibration generation potential likely to be used under Alternative 1 is a pickup truck. These activities may be conducted in areas close to occupied residences (belonging to a given landowner or neighbor) if assistance is requested from the landowner. These activities are limited in area, and generally short lived and/or temporary. The Proposed Project would also potentially include

operational assistance (e.g., rapid response activities), but these activities would also be limited in area and generally short-lived and/or temporary. Thus, the absence of the proposed CDFA Program from this alternative would not result in increased impact severity related to the generation of excessive groundborne vibration or groundborne noise levels. Because existing WDM activities are included in the baseline condition for CEQA, the no project alternative would result in no impacts under CEQA and not significant under NEPA.

CEQA Conclusion: *No impact.*

NEPA Conclusion: *Not significant.*

Alternative 2: Non-Lethal Operational WDM, Except for Human/Companion Animal Health and Safety, Threatened and Endangered Species Protection, and Airport Work

Under Alternative 2, CDFA/Counties/WS-California lethal operational activities would only occur in cases involving human or pet health and safety, threatened and endangered species protection, and WHM at airports. Similar to the Proposed Project and Alternative 1, the only equipment with any vibration generation potential likely to be used under Alternative 2 is a pickup truck. Potential direct, indirect, and cumulative impacts from using a pickup truck to implement WDM would be the same as described for the Proposed Project. Based on the vibration velocities shown in Table 4.2.6-28, there is little potential for WDM activities to cause excessive groundborne vibration that would result in human annoyance or damage to fragile buildings.

Lethal damage management would not be implemented in cases of wildlife damage unless the cases involve one or more of the above topics in which lethal operational assistance would be allowed. Alternative 2 would include the deployment of trained personnel and specialized equipment to provide lethal operational WDM assistance, but such assistance would not typically include vibration sources. Because this alternative would not include lethal operational WDM assistance by the CDFA, Counties, or WS-California to control wildlife damage to agriculture, there may be a slight increase in the use of non-lethal WDM methods, including live trapping, that could involve larger trucks and slightly greater vibration levels near occupied residences. However, CDFA/Counties/WS-California would continue to provide technical assistance for both lethal and non-lethal techniques, and non-lethal operational assistance in response to wildlife damage to agriculture. Although Alternative 2 may have a slightly greater impact compared to the Proposed Project, the resulting impacts would be less than significant under CEQA and not significant under NEPA.

CEQA Conclusion: *Less than significant.*

NEPA Conclusion: *Not significant.*

Alternative 3. Non-Lethal Operational WDM

Similar to Alternative 2, Alternative 3 would not include lethal operational WDM assistance by the CDFA, Counties, or WS-California to manage wildlife damage to agriculture, avoid risks to human or pet health and safety, prevent harm to threatened and endangered species, or lessen aircraft/wildlife collision potential. Because this alternative would not include lethal operational WDM assistance by the CDFA, Counties, or WS-California, there may be a slight increase in the use of non-lethal WDM methods, including live trapping, that could involve more pickup trucks but would unlikely result in any greater vibration levels near occupied residences. However, CDFA/Counties/WS-California would continue to provide technical assistance for both lethal and non-lethal techniques, and non-lethal operational assistance in response to wildlife damage to agriculture that would be

equivalent to the Proposed Project relating to vibration. Similar to the Proposed Project, Alternative 1, and Alternative 2, the only equipment with any vibration generation potential likely to be used under Alternative 3 is a pickup truck. Potential direct, indirect, and cumulative impacts from using a pickup truck to implement WDM would be the same as described for the Proposed Project. Based on the vibration velocities shown in Table 4.2.6-28, there is no potential for WDM activities to cause excessive groundborne vibration that would result in human annoyance or damage to fragile buildings. The resulting impacts would be less than significant under CEQA and not significant under NEPA.

CEQA Conclusion: *Less than significant.*

NEPA Conclusion: *Not significant.*

Alternative 4. Financial Reimbursement Assistance

Although the CDFA would not provide technical assistance or operational assistance under this alternative, as with the Proposed Project, participating entities could receive reimbursement from the counties or other governmental agencies which would allow landowners to recoup their losses and/or implement methods that create noise to control manage wildlife damage to agricultural resources (e.g., fencing, livestock protection animals, scare devices). Alternative 4 would not include technical assistance or operational assistance provided by the CDFA, WS-California, or participating Counties. WS-California would not conduct WDM activities under this alternative Implementation of therefore NEPA based analysis and impact determination is not warranted (See Chapter 3, Section 3.8.4 – Alternative 4: Financial Reimbursement Assistance).

Because Alternative 4 would not include lethal or non-lethal operational WDM assistance by the CDFA, Counties, or WS-California to manage wildlife damage to agriculture, a slight decrease may occur in the use of pickup trucks associated with trapping or carcass removal near occupied residences, with a slightly lower potential for generation of substantial vibration levels at occupied residences. This alternative may have a slightly lower impact compared to the Proposed Project. Because Alternative 4 does not include any operational WDM, there is no potential for WS-California, the CDFA, or County WDM activities to cause excessive groundborne vibration, the resulting impacts would be less than significant under CEQA.

CEQA Conclusion: *Less than significant.*

Alternative 5. No Project/Cessation of WS-California

As previously described, the No Project/Cessation of WS-California Alternative would not establish or formalize a CDFA WDM Program in California and would result in the cessation of existing WS-California WDM activities in California. Under current conditions, WDM activities are conducted by WS-California in response to requests for assistance, including lethal and non-lethal methods such as scare devices, trapping, and shooting of predatory animals. These activities may involve the use of more pickup trucks for transporting traps, trapped animals, or carcasses, possibly leading to vibration generation in areas close to occupied residences belonging to a given landowner or neighbor if assistance is requested from the landowner. These activities are limited in area, and generally short lived and/or temporary.

Alternative 5 would likely increase WDM activities by other entities in proportion to the reduction of services previously provided by WS-California. Other entities, including private landowners, would not likely have the expertise, training, equipment, or authorization to carry out WDM like CDFA and WS-California and it is likely that

calls for service would go unaddressed. As discussed in the above under the previous threshold the quantification of such effects in the context of either an increase or decrease would be speculative in the absence of WDM activities carried out by WS-California and the CDFA/Counties, including technical and operational WDM assistance, Groundborne vibration from this alternative and cessation of current WS California activities would not result in increased impact severity related to the generation of groundborne vibration or groundborne noise compared to the Proposed Project. This alternative may have a slightly lower impact compared to the Proposed Project. Therefore, the resulting impacts would be less than significant under CEQA and not significant under NEPA.

CEQA Conclusion: *Less than significant.*

NEPA Conclusion: *Not significant.*

NOI-3: *For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?*

Alternative 1: No Project/Continuation of WS-California

As previously discussed, WS-California WDM activities under Alternative 1 would continue to be implemented in response to requests for assistance (such as from airports) to minimize or prevent safety hazards to humans from collisions between aircraft and wildlife. Under current conditions, WDM activities are conducted by WS-California in response to requests for assistance with wildlife populations at or adjacent to airport facilities. These activities may be conducted in areas close to occupied residences. These activities are limited in area, and generally short-lived and/or temporary. Under the Proposed Project, the new CDFA Program would also potentially include operational assistance (e.g., rapid response activities), but these activities would also be limited in area and generally short-lived and/or temporary. Thus, the absence of the proposed CDFA Program from this alternative would not result in increased impact severity related to the exposure of people to excessive noise levels. Noise-generating activities under Alternative 1 would be the same as described for the Proposed Project. Because existing WDM activities are included in the baseline condition for CEQA, the no project alternative would result in no impacts under CEQA and not significant under NEPA.

CEQA Conclusion: *No impact.*

NEPA Conclusion: *Not significant.*

Alternative 2: Non-Lethal Operational WDM, Except for Human/Companion Animal Health and Safety, Threatened and Endangered Species Protection, and Airport Work

Under Alternative 2, CDFA/Counties/WS-California lethal and non-lethal operational assistance would occur in cases involving airports, and the CDFA/Counties/WS-California would continue to provide technical assistance for both lethal and non-lethal techniques in response to requests for assistance by airport operators. Lethal operational assistance would also be provided at airports. Noise-generating activities under Alternative 2 would be the same as described for the Proposed Project. The CDFA and WS-California would also implement MM-NOISE-2, MM-NOISE-3 and MM-NOISE-6 to address impacts from propane blasters, pyrotechnic devices, and rocket/cannon nets. Finally, the CDFA and WS-California would implement MM-NOISE-9 through MM-NOISE-12 to avoid impacts from daytime shooting activities and MM-NOISE-13 through MM-NOISE-16 to avoid impacts from nighttime shooting activities. Potential direct, indirect, and cumulative impacts from noise-generating activities would be less than

significant when implementing the mitigation measures listed in Section 4.2.6.3.4 under CEQA and not significant under NEPA.

CEQA Conclusion: *Less than significant with mitigation.*

NEPA Conclusion: *Not significant.*

Alternative 3. Non-Lethal Operational WDM

Under Alternative 3, Non-Lethal Operational WDM Alternative, the CDFA/Counties/WS-California would provide technical assistance on lethal and non-lethal techniques and provide non-lethal operational WHM assistance for airports, but no lethal operational WDM assistance would be provided. Lethal management tools that generate noise, such as aerial shooting and ground shooting, would not be implemented. The Proposed Project would include the deployment of trained personnel and specialized equipment to provide lethal operational WHM assistance to airports, which often involves the use of firearms. Because this alternative would not include lethal operational WDM assistance by the CDFA, Counties, or WS-California to airports, there may be a slight decrease in the use of firearms near occupied residences and a slightly lower potential for substantial noise increases at occupied residences. However, the CDFA/Counties/WS-California would continue to provide non-lethal operational assistance, such as electronic distress sounds, propane exploders, pyrotechnics, chemical repellents, rocket nets, and non-lethal trapping methods. Non-lethal noise-generating activities under Alternative 3 would be the same as described for the Proposed Project. The CDFA and WS-California would also implement MM-NOISE-2, MM-NOISE-3 and MM-NOISE-6 to address impacts from propane blasters, pyrotechnic devices, and rocket/cannon nets. Potential direct, indirect, and cumulative impacts from noise-generating activities would be less than significant when implementing the mitigation measures listed in Section 4.2.6.3.4 under CEQA and not significant under NEPA.

CEQA Conclusion: *Less than significant with mitigation.*

NEPA Conclusion: *Not significant.*

Alternative 4. Financial Reimbursement Assistance

Financial reimbursement assistance is not envisioned to include efforts at airports to avoid collisions between aircraft and wildlife. Thus, financial reimbursement assistance to agricultural landowners under this alternative would not result in increased impact severity related to the exposure of people to excessive noise levels. Therefore the CEQA determination will result in no impact. Additionally, since WS-California cannot participate in this alternative, a NEPA based analysis and impact determination is not warranted (see Chapter 3 Section 3.8.4: Financial Reimbursement Assistance).

CEQA Conclusion: *No impact.*

Alternative 5. No Project/Cessation of WS-California

As previously described, the No Project/Cessation of WS-California Alternative would not establish or formalize a CDFA WDM Program in California and would result in the cessation of the existing WS-California WDM activities in California. Because Alternative 5 does not include any operational WDM activities, and noise-generating WDM tools would not be implemented by WS-California, the CDFA, or County wildlife specialists, there would be no potential to generate excessive noise. Under current conditions, WDM activities are conducted by WS-California in response to requests for assistance from airports, including lethal and non-lethal methods such as scare devices, trapping, and

shooting of predatory animals. These activities may involve the use of larger trucks for transporting traps, trapped animals, or carcasses, leading to vibration generation in areas close to occupied residences belonging to a given landowner or neighbor if assistance is requested from a given airport. These activities are limited in area, and generally short-lived and/or temporary. The absence of the proposed CDFA Program from this alternative and cessation of current WS-California activities would not result in increased impact severity related to the exposure of people to elevated noise near airports compared to the Proposed Project. This alternative may have a slightly lower impact compared to the Proposed Project. Therefore, the resulting impacts would be less than significant under CEQA and not significant under NEPA.

CEQA Conclusion: *Less than Significant.*

NEPA Conclusion: *Not significant.*

4.2.6.4.6 Alternatives Cumulative Impacts

Noise-generating activities under the Alternatives 1 - 5 could occur in locations where ambient noise levels are high, such as airports. Other future projects could also generate noise in proximity to Alternatives 1 and 2 activities. Although noise associated with future projects or operations in proximity to Alternatives 1 and 2 activities may be individually below the applicable criteria, in combination, they could exceed noise criteria. In more extreme cases, ambient conditions or other projects already may exceed the criteria, with Alternatives 1 and 2 activities exacerbating this situation.

The Alternatives 1 - 5 have virtually no potential to contribute to cumulative vibration impacts because vibration levels with the potential to result in human annoyance would be limited to a distance of 6 feet from any WDM activity. At this distance, it is highly unlikely that other vibration sources would be present to exacerbate existing ambient vibration levels.

CEQA Conclusion (Alternatives 1–3): *Less than cumulatively considerable with mitigation.*

CEQA Conclusion (Alternatives 4 and 5): *Less than cumulatively considerable.*

NEPA Conclusion: *Not significant.*

4.2.6.5 References

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4.2.7 Public Services

This section describes the existing public services conditions of the Proposed Project/Proposed Action and evaluates potential impacts related to implementation of the Proposed Project/Proposed Action.

Although certain wildlife damage management (WDM) activities may be conducted near schools, parks, or other public facilities, the Proposed Project/Proposed Action would not include any actions that would permanently affect the use or availability of these facilities or the services that they provide. Therefore, this section is focused on the Proposed Project/Proposed Action's potential to impact fire and police protection.

4.2.7.1 Existing Conditions

4.2.7.1.1 Fire Protection Services

Fire protection services within California are primarily provided by the California Department of Forestry and Fire Protection (CAL FIRE).¹ CAL FIRE provides fire protection and stewardship of over 31 million acres of California's privately owned wildlands. An additional 48 million acres of wildlands are within federal jurisdiction (LAO 2005).² Individual counties and cities (local governments/jurisdictions) also provide fire protection services (or often have contracts with CAL FIRE) for the protection of people and structures in developed areas. Preventing wildfires in the State Responsibility Areas (SRAs) is a vital part of CAL FIRE's mission. CAL FIRE's Fire Prevention Program consists of multiple activities including wildland pre-fire engineering, vegetation management, fire planning, education, and law enforcement. Typical fire prevention projects include brush clearance, prescribed fire, defensible space inspections, emergency evacuation planning, fire prevention education, fire hazard severity mapping, and fire-related law enforcement activities (CAL FIRE 2022).

In addition, CAL FIRE provides varied emergency services in 36 of the state's 58 counties via contracts with local governments. Local fire protection services are also focused on providing emergency medical response.

As part of the CAL FIRE team since 1995, the Office of the State Fire Marshal supports the CAL FIRE mission to protect life and property through fire prevention engineering programs, law and code enforcement and education. The Office of the State Fire Marshal provides for fire prevention by enforcing fire-related laws in state-owned or operated buildings, investigating arson fires in California, licensing those who inspect and service fire protection systems, approving fireworks as safe and sane for use in California, regulating the use of chemical flame retardants, evaluating building materials against fire safety standards, regulating hazardous liquid pipelines, and tracking incident statistics for local and state government emergency response agencies (CAL FIRE 2022).

In practice, fire protection (including wildland fire) is built upon the premise that agencies will respond to incidents beyond their jurisdictions to maximize the use of resources and ensure that the closest available resources respond. The delivery and use of firefighting resources across jurisdictions are guided by a series of interagency agreements (mutual aid) of varying types. This can include services provided to other jurisdictions without reimbursement,

¹ The Board of Forestry and Fire Protection (Board) is a Governor-appointed body that establishes and administers forest and rangeland policy for the State of California, provides direction and guidance to CAL FIRE on fire protection and natural resource management, and is responsible for engaging in a strategic planning process in development of the California Strategic Fire Plan, as described in Public Resources Code (PRC) Sections 4114 and 4130.

² Fire protection services in California are also provided by other federal agencies. This includes, but is not limited to, the U.S. Forest Service, a federal agency within the USDA; the Bureau of Land Management, National Park Service, and Bureau of Indian Affairs, agencies within the Department of Interior; and the U.S. Fish and Wildlife Service and U.S. Department of Defense.

services provided to state and federal agencies by local agencies for reimbursement, services provided to local agencies by CAL FIRE for reimbursement, and state and federal interagency cooperation (LAO 2005).

4.2.7.1.2 Police (Law Enforcement) Services

In 2019, according to the Federal Bureau of Investigation (FBI) Uniform Crime Reporting Program (UCR) there were 79,616 total law enforcement officers in California spread across 469 law enforcement agencies (FBI 2019).³ Local jurisdictions (counties and cities) are typically served by local law enforcement agencies (sheriff/police). School districts, colleges, and universities may also have separate law enforcement agencies. While not included in the UCR total, game wardens are sworn peace officers for the California Department of Fish and Wildlife (CDFW), who protect public safety and natural resources. Other special districts that have law-enforcement personnel include but are not limited to airports, community service districts, harbors, parks, railroads, transit, and tribal organizations. Additionally, the California Highway Patrol provides uniform traffic law enforcement throughout the state. Besides law enforcement officers, agencies also employ civilian personnel such as clerks, radio dispatchers, meter attendants, stenographers, jailers, correctional officers, and mechanics. In 2019, there were 41,635 civilian employees in California (FBI 2019). Based on the FBI's 2019 population estimate in California, the ratio of law enforcement officers to inhabitants was approximately 2.35 officers per 1,000 inhabitants (FBI 2019).⁴

4.2.7.2 Relevant Laws, Policies, and Ordinances

Relevant laws, policies, ordinances, plans, and executive orders related to public services are located in Appendix B.

4.2.7.3 Adverse Effects/Thresholds of Significance

Under the National Environmental Policy Act (NEPA), the level of an effect must consider the context and intensity of the environmental effect and if the corresponding impact results in an adverse effect. For the purposes of the analysis, an adverse effect under NEPA would occur if the Proposed Project/Proposed Action would:

Directly, indirectly, or cumulatively result in adverse effects on public services.

The significance criteria used to evaluate the potential impacts of the Proposed Project/Proposed Action to public services are based on Appendix G of the California Environmental Quality Act (CEQA) Guidelines. According to Appendix G of the CEQA Guidelines, a significant impact related to public services would occur if the Proposed Project/Proposed Action would:

1. Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:
 - a. Fire protection.
 - b. Police protection.

³ The Uniform Crime Reporting (UCR) Program defines law enforcement officers as individuals who ordinarily carry a firearm and a badge, have full arrest powers, and are paid from governmental funds allocated specifically for sworn law enforcement representatives (FBI 2019a).

⁴ For the 2019 population estimates, the FBI computed individual rates of growth from one year to the next for every city/town and county using 2010 decennial population counts and 2011 through 2018 population estimates from the U.S. Census Bureau. Each agency's rates of growth were averaged; that average was then applied and added to its 2018 Census population estimate to derive the agency's 2019 population estimate.

- c. Schools.
- d. Parks.
- e. Other public facilities.

The Proposed Project/Proposed Action would not increase demand on schools, parks, or other public facilities (Items 1c through 1e) because it would not increase housing or induce population growth, nor would it increase nonresidential development. Furthermore, the Proposed Project/Proposed Action would not construct any physical structures that would require protection from theft/vandalism or require protection from fire risks. Therefore, the Proposed Project/Proposed Action would not increase the demand for these public services and would not require new or physically altered governmental facilities, the construction of which could cause significant environmental impacts. Thus, no impact (and no significant direct, indirect, or cumulative impact) would occur related to those public services (Items 1c through 1e listed above) and they are not discussed further. Fire and police could be requested to respond to a human or companion animal health and safety emergency from wildlife in the absence of a wildlife specialist; thus, the Proposed Project/Proposed Action could affect service ratios, response times, or other performance objectives for fire and police protection. Potential impacts to fire and police performance objectives are discussed in detail below.

Refer to Section 4.3, Environmental Topics Eliminated from Further Discussion, for additional discussion of Land Use/Planning/Publicly Owned or Managed Lands/Property (Section 4.3.6), Population and Housing (Section 4.3.7), and Recreation (Section 4.3.9).

4.2.7.4 Impacts Analysis

This section uses the below terminology adapted from Section 4.1.4, Impact/Effect Terminology, to describe the effects of the Proposed Project/Proposed Action on resources under CEQA (i.e., CEQA Conclusion) and on the ecological aspects of the human environment (i.e., natural resources and components, structures, and functioning of affected ecosystems) under NEPA (i.e., NEPA Conclusion).

CEQA Conclusions

- **No Impact:** The Proposed Project would not affect the resource or topic and would not change the environmental baseline. (NI)
- **Less than Significant:** The Proposed Project would not result in a substantial adverse change in the resource or topic, and no mitigation is needed. (LTS)
- **Less than Significant with Mitigation:** The Proposed Project would not result in a substantial adverse change in the resource or topic if mitigation is incorporated. (LTS/M)
- **Significant and Unavoidable:** The Proposed Project/Proposed Action could result in a substantial adverse impact on the resource or topic and the impact would remain significant after application of all feasible mitigation measures. (SU)
- **Less than Cumulatively Considerable:** The impact from the Proposed Project/Proposed Action, in combination with other cumulative development effects, is not considered significant. (LCC)
- **Cumulatively Considerable:** The impact from the Proposed Project/Proposed Action, in combination with other cumulative development effects, is considered significant. (CC)
- **Beneficial:** The Proposed Project/Proposed Action would result in an increase in the quality of the resource. (B)

NEPA Conclusions

- **No Impact:** Actions taken under the Proposed Project/Proposed Action would not adversely affect the topic or ecological aspects of the human environment. (NI)
- **Not Significant:** Actions taken under the Proposed Project/Proposed Action would not substantially adversely affect the topic or ecological aspects of the human environment. (NS)
- **Significant:** Actions taken under the Proposed Project/Proposed Action would substantially adversely affect the topic or ecological aspects of the human environment. (S)

4.2.7.4.1 Proposed Project/Proposed Action Impacts

PS-1: Would the Proposed Project/Proposed Action result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, or the need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the public services:

Fire protection?

Police protection?

As stated in Chapter 2, Project Description, the CDFA is mandated to “promote and protect the agricultural industry of the state,” and that responsibility encompasses the prevention of wildlife damage to public infrastructure (e.g., roads, water conveyance structures, and buildings).

Under federal law, the U.S. Secretary of Agriculture (Secretary) is authorized to conduct a program of wildlife services with respect to injurious animal species and take any action the Secretary deems necessary in conducting the program.

In California, WDM activities to protect livestock, crops, human health and safety and property from wildlife damage have been historically carried out by the individual counties, WS-California (through cooperative service agreements [CSAs]), private landowners/entities (or their agents), or have not been addressed.

As such, the continued use of lethal and non-lethal WDM methods described as part of the Proposed Project/Proposed Action are already a part of the environmental baseline, and WDM activities carried out under the Proposed Project/Proposed Action would not represent a substantive change from existing conditions.

Under the Proposed Project/Proposed Action, WDM activities could be carried out by the CDFA, individual counties, and WS-California wildlife specialists. This would include coordination and support to fire and police (law enforcement) protection services (herein referred to collectively as emergency service providers) where human (and companion animal) health and safety is at risk due to wildlife. The Proposed Project/Proposed Action would not generate housing or induce population growth, nor would it increase non-residential development affecting emergency service providers. It would not construct any physical structures that would require protection from theft/vandalism (police protection/law enforcement), nor would it require protection from fire dangers (fire protection/fire department). The Proposed Project/Proposed Action would not result in adverse physical impacts associated with the provision of new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the public services.

Implementation of the Proposed Project/Proposed Action is not anticipated to result in additional calls to emergency service providers for human and companion animal health and safety, compared to existing conditions. Instead, requests for WDM assistance from the public, private landowners/entities (or their agents), other agencies and governmental bodies, and Native American tribes in California could be addressed by (or directed to) the CDFA, WS-California, or the Counties themselves, alleviating calls for service to emergency service providers and representing a *beneficial impact*. The Proposed Project/Proposed Action would represent an increased opportunity for individual counties to partner with CDFA and/or WS-California (for human and companion animal health and safety calls and for Emergency/Rapid Response activities), as well as carrying out WDM on their own. Under both CEQA and NEPA, the Proposed Project/Proposed Action would have no impact/beneficial impact.

CEQA Conclusion: *Beneficial impact.*

NEPA Conclusion: *No impact.*

4.2.7.4.2 Mitigation Measures

No mitigation measures are required.

4.2.7.4.3 Cumulative Impacts

Implementation of the Proposed Project/Proposed Action in combination with past, present, and reasonably foreseeable future development would not result in significant or cumulatively considerable impacts related to public services. Actions taken by the CDFA, WS-California, or the Counties would not combine with other activities in the human environment to adversely affect performance objectives for fire or police protection. As previously described, the Proposed Project/Proposed Action could redirect wildlife emergency requests from emergency service providers, thus allowing an expansion of resources to address all types of human and companion animal health and safety emergencies.

CEQA Conclusion: *Less than cumulatively considerable/beneficial.*

NEPA Conclusion: *Not significant.*

4.2.7.4.4 Alternatives Impacts

Alternative 1: No Project/Continuation of WS-California

Under Alternative 1, no new CDFA or County WDM would be established, and no CDFA or County-led Rapid Response activities would occur. Under Alternative 1, all WDM methods described in Appendix C-1 would be available to WS-California, which includes coordination and support to emergency service providers. Refer to Section 3.8.1 for a description of activities proposed under Alternative 1.

Similar to the Proposed Project/Proposed Action, implementation of Alternative 1 is not anticipated to result in additional calls to emergency service providers for human and companion animal health and safety; thus, actions under this alternative considered under NEPA are expected to have no impact. Instead, requests for WDM assistance from the public, private landowners/entities (or their agents), other agencies and governmental bodies, and Native American tribes in California could be addressed by (or directed to) WS-California, potentially alleviating calls for service to emergency service providers, and representing a *beneficial impact*. There would be no change from the baseline condition and therefore no impact under CEQA would occur.

CEQA Conclusion: No impact.

NEPA Conclusion: No Impact

Alternative 2: Non-Lethal Operational WDM, Except for Human/Companion Animal Health and Safety, Threatened and Endangered Species Protection, and WHM

Under Alternative 2, CDFA/Counties/WS-California would provide technical assistance on lethal and non-lethal techniques, and/or provide non-lethal operational WDM assistance, but would not provide lethal WDM operational assistance except in cases of human and companion animal health and safety, threatened and endangered species protection, and WHM at airports. Alternative 2 includes coordination and lethal WDM support to emergency service providers where human and companion animal health and safety is at risk due to wildlife.

Similar to the Proposed Project/Proposed Action Alternative and Alternative 1, implementation of Alternative 2 is not anticipated to result in additional calls to emergency service providers for human and companion animal health and safety. Instead, requests for WDM assistance from the public, private landowners/entities (or their agents), other agencies and governmental bodies, and Native American tribes in California could be addressed by (or directed to) WS-California, potentially alleviating calls for service to emergency service providers, and representing a *beneficial impact*.

As emergency service provider WDM response is focused on responding to calls for human and companion animal health and safety, negligible or no impact to performance objectives for fire or police protection would be anticipated under Alternative 2.

CEQA Conclusion: No impact.

NEPA Conclusion: No impact.

Alternative 3. Non-Lethal Operational WDM

Alternative 3 would be similar to the Proposed Project/Proposed Action; however, only non-lethal operational WDM would be carried out by the CDFA/WS-California/Counties. Any lethal operational WDM would be handled by other entities including emergency service providers.

Potential impacts to the performance objectives for fire or police protection from WS-California WDM actions under Alternative 3 are expected to be the same as those examined under the Proposed Project/Proposed Action; thus, Alternative 3 actions considered under NEPA are expected to have no impact. However, implementation of Alternative 3 would likely increase operational WDM activities (and calls for service) by other entities and emergency service providers in proportion to the reduction of services previously provided by WS-California. Other entities, including private landowners, would not likely have the expertise, equipment (e.g., firearms, immobilization and euthanasia [I&E] drugs, aircraft), or authorization to carry out WDM like WS-California, and it is likely that some calls for service (e.g., those requiring lethal operational WDM) could go unaddressed.

Under Alternative 3, while no significant physical impacts associated with an increased demand for public services would occur, there would be a reduced opportunity for individual counties to partner with the CDFA and/or WS-California to coordinate or provide support to emergency service providers on human and companion animal health and safety calls (where lethal operational WDM is necessary) or participate in for Rapid Response activities (also limited to non-lethal operational WDM). Under this alternative, WS-California may not be able to

meet its legal obligations to protect American agriculture without lethal WDM and it would not meet its mission to respond to all requests for assistance. The inability for the CDFA, WS-California, or the Counties to respond to a wildlife emergency with lethal WDM would put additional burdens on fire or police protection resources and may result in less-than-significant impacts to fire or police performance objectives under CEQA and not significant under NEPA.

CEQA Conclusion: *Less than significant.*

NEPA Conclusion: *Not significant.*

Alternative 4. Financial Reimbursement Assistance

Under Alternative 4, participating entities could establish an assistance program or cost-sharing initiative from the counties or other governmental agencies that provides monetary compensation for non-lethal methods for affected cooperators. No WDM activities would be carried out by the CDFA/WS-California/Counties. All WDM would be handled by other entities, including response to calls for service related to human and companion animal health and safety, which would likely increase calls to emergency service providers. Alternative 4 is unlikely to benefit affected cooperators because emergency situations with wildlife often require swift lethal resolution. Such scenarios would not be reimbursed under this alternative. Implementation of Alternative 4 is not available to WS-California, therefore NEPA based analysis and impact determination is not warranted (see Chapter 3 Section 3.8.4: Financial Reimbursement Assistance).

Implementation of Alternative 4 would likely increase operational WDM activities provided by (and calls for service to) other entities in proportion to the reduction of services previously provided by WS-California. Other entities, including private landowners, would not likely have the expertise, equipment (e.g., firearms, I&E drugs, aircraft), or authorization to carry out WDM like WS-California, and it is likely that some calls for service could go unaddressed.

Under Alternative 4, while no significant physical impacts associated with an increase demand for public services would occur, there would be no opportunity for individual counties to partner with the CDFA and/or WS-California to coordinate or provide support for WDM activities. Therefore, the corresponding effects would result in less-than-significant impacts under CEQA.

CEQA Conclusion: *Less than significant.*

Alternative 5. No Project/Cessation of WS-California

Alternative 5 would be a complete cessation of WDM activities by WS-California and would not include any new WDM by CDFA or the Counties. All WDM would be handled by other entities, including response to calls for service related to human and companion animal health and safety, which would likely increase calls to emergency service providers. However, such effects are speculative. Under this alternative, Potential impacts caused by other entities would be higher than under Alternatives 1–3 and similar to Alternative 4, would be not significant.

Implementation of Alternative 5 would likely increase operational WDM activities provided by (and calls for service to) other entities in proportion to the reduction of services previously provided by WS-California. Other entities, including private landowners, would not likely have the expertise, equipment (e.g., firearms, I&E drugs, aircraft), or authorization to carry out WDM like WS-California, and it is likely that some calls for service would go unaddressed.

Under Alternative 5, while no significant physical impacts associated with an increase demand for public services would occur, there would be no opportunity for individual counties to partner with the CDFA and/or WS-California to coordinate or provide support for WDM activities. The inability for the CDFA, WS-California, or the Counties to respond to a wildlife emergency with operational or technical WDM would put additional burdens on fire or police protection resources. However, while an increase in calls to emergency service providers would likely occur, quantification of the corresponding effects in the context of an increase in service needs would be speculative and are expected to result in less-than-significant impacts to fire or police performance objectives under CEQA and not significant impacts under NEPA.

CEQA Conclusion: *Less than significant.*

NEPA Conclusion: *Not significant.*

4.2.7.4.5 Cumulative Impacts

Implementation of Alternatives 1 and 2, in combination with past, present, and reasonably foreseeable future development, would not result in a cumulatively considerable impact related to public services. As previously described, CDFA, WS-California-, and County-provided WDM during wildlife emergency situations could potentially alleviate calls for service for emergency service providers. If the CDFA, WS-California, or the Counties could not provide lethal WDM during an emergency situation, as would be required under Alternatives 3–5, then emergency service providers or other entities would need to respond. This could put additional burdens on fire or police resources. Alternatives 1 and 2 could redirect wildlife emergency requests from emergency service providers, thus allowing an expansion of resources to address all types of human and companion animal health and safety emergencies.

CEQA Conclusion (Alternatives 1 and 2): *Less than cumulatively considerable/beneficial.*

The inability for the CDFA, WS-California, or the Counties to respond to a wildlife emergency with lethal WDM may put additional burdens on fire or police protection resources and could adversely impact fire or police resources to address other types of human and companion animal health and safety emergencies.

CEQA Conclusion (Alternatives 3–5): *Cumulatively considerable.*

Actions taken by the CDFA, WS-California, or the Counties would not combine with other activities in the human environment to adversely affect performance objectives from a cumulatively considerable perspective for fire or police protection.

NEPA Conclusion: *Not significant.*

4.2.7.5 References

CAL FIRE (California Department of Forestry and Fire Protection). 2022. "About Us." CAL FIRE website. March 14, 2022. <https://www.fire.ca.gov/about-us/>.

FBI (Federal Bureau of Investigation). 2019. "2019 Crime in the United States." FBI, Uniform Crime Reporting (UCR) Program. March 14, 2022. <https://ucr.fbi.gov/crime-in-the-u.s/2019/crime-in-the-u.s.-2019/topic-pages/police-employee-data>.

LAO. 2005. California wildlands within federal jurisdiction (to be provided).

4.3 Environmental Resource Topics Eliminated from Further Analysis

The following environmental resource areas have been eliminated from further analysis in this environmental impact report (EIR)/environmental impact statement (EIS) because little or no potential exists for these activities to have a physical effect on the specified resources, based on the nature and scope of the Proposed Project/Proposed Action activities.

4.3.1 Aesthetics/Visual Resources

The Proposed Project/Proposed Action would not include the installation of structures or facilities that could result in permanent visual changes or new sources of light or glare. Visual impacts associated with the Proposed Project/Proposed Action would be geographically focused in scale, short term and/or temporary, and limited to use of equipment meant for implementation of wildlife damage management (WDM) activities and administered by trained personnel (personnel from Wildlife Services [WS-California], a state office within the U.S. Department of Agriculture's Animal Plant and Health Inspection Service; CDFA; and/or county wildlife specialists). A number of WDM activities under WS-California's current authority are ongoing and part of baseline conditions, and thus visual effects associated with Proposed Project/Proposed Action activities would not result in a substantial change in the nature or magnitude of these activities that could result in an adverse aesthetic impact under CEQA. Additionally, WDM actions implemented by WS-California, the CDFA, or county wildlife specialists under the Proposed Project/Proposed Action would not significantly impact the visual quality of public sites or areas under NEPA. Although physical structures may be recommended as part of technical assistance, they are not constructed by WS-California, the CDFA, or county wildlife specialists and therefore are not within the scope of the Proposed Project/Proposed Action.

The integrated WDM methods that could be used by the CDFA, WS-California, or county wildlife specialists would be implemented primarily on private lands and to a lesser extent on federal-, state-, tribal, and locally managed lands or facilities, consistent with historic and current practices. In California, pursuant to California Code of Regulations, Title 14, Section 465.5, traps must be checked at least once daily, and each time traps are checked, all trapped animals must be removed. Additionally, if traps or trapping devices are used, Wildlife Services Directive 2.450 requires WS-California wildlife specialists to post appropriate warning signs on commonly used public access points to areas where traps or snares are in use; signs would be routinely checked by a to ensure the potential for public's view of captured animals would be minimized. Therefore, the Proposed Project/Proposed Action would not have a substantial adverse effect on a scenic vista, substantially damage scenic resources within a state scenic highway, and/or substantially degrade the existing visual character or quality of any area under NEPA. Any visual variation relative to the environmental baseline would be consistent with typical WDM practices and generally would be imperceptible to sensitive viewer groups, even if multiple concurrent WDM activities were to occur in the same location, and thus visual effects associated with Proposed Project/Proposed Action activities would not result in a substantial change in the nature or magnitude of these activities that could result in an adverse aesthetic impact under CEQA.

The Proposed Project/Proposed Action would not include any interior lighting that creates nighttime glare, exterior lighting sources, and/or building surfaces that reflect sunlight. A variety of lights, such as strobe, barricade, and revolving units, may be used to frighten birds or other wildlife. The use, if any, of these types of methods would be geographically focused, infrequent, and of short duration and thus impacts of artificial lights used for WDM would

be not significant under NEPA. The Proposed Project/Proposed Action would not create a permanent new source of substantial light or glare that would adversely affect nighttime views in the area under CEQA.

With consideration of the above, the Proposed Project/Proposed Action's effects on aesthetic resources would not be significant, and the Proposed Project/Proposed Action's contribution to potential cumulative aesthetic impacts would be less than considerable.

4.3.2 Air Quality, Greenhouse Gas Emissions, and Energy (Global Climate Change)

Air Quality

There would be a limited amount of vehicle use by the CDFA, WS-California, and county personnel for Proposed Project/Proposed Action activities. Automobiles, light-duty passenger trucks, aircraft, and other vehicles generate exhaust emissions, which consist of ozone precursors, particulate matter, diesel particulate matter, carbon monoxide, and other chemicals. Operation of vehicles and ATVs off-road would also generate fugitive dust emissions. These emissions (ozone precursors, particulate matter, carbon monoxide, etc.) from ATVs would be minor, localized, and would dissipate quickly. Furthermore, the number of vehicles and aircraft used historically by WS-California personnel is anticipated to remain the same because changes to WS-California activities in the state would not substantially increase vehicle and aircraft use. A minor increase could occur if a county that currently does not conduct WDM activities were to engage in a cooperative service agreement with WS-California; however, this increase would likely be offset by the reduction in emissions by private entities. Implementation of the Proposed Project/Proposed Action would potentially cause an increase in vehicle usage from rapid response activities; however, these activities would only be conducted in the event of high-risk wildlife damage scenarios. Therefore, additional vehicle emissions released under the Proposed Project/Proposed Action would be minor. Implementation of the Proposed Project/Proposed Action would not involve substantial construction activities that would result in air quality impacts. Therefore, the Proposed Project/Proposed Action would not result in a substantial net increase in emissions that would result in long-term or cumulative air quality impacts, and the Proposed Project/Proposed Action would not result in a cumulatively considerable net increase of any criteria. Furthermore, the Proposed Project/Proposed Action would not expose sensitive receptors to pollution concentration given that WDM activities would be conducted at the request of the landowner and that the activity would be conducted under the supervision of trained wildlife personnel.

Animal carcasses, if not disposed of properly, can decompose and create odors. However, Wildlife Services Directive 2.515 sets forth requirements for the disposal of wildlife carcasses, requiring that WS-California personnel make a reasonable effort to retrieve and dispose of wildlife carcasses that result from WS-California WDM activities. The directive further requires WS-California wildlife specialists dispose of all carcasses in a manner consistent with federal, state, county, and local regulations. The CDFA and county wildlife specialists are also required to follow local, county, and state policies for proper carcass disposal. The use of any olfactory attractants and/or repellants as part of WDM activities would be temporary and carried out in accordance with federal and state laws. Therefore, given the nature of the areas where Proposed Project/Proposed Action activities are anticipated to occur and compliance with policies and regulations, the Proposed Project/Proposed Action would not create objectional odors and impacts would be less than significant.

Greenhouse Gas Emissions

On January 20, 2021, President Biden issued Executive Order (EO) 13990, Protecting Public Health and the Environment and Restoring Science to Tackle the Climate Crisis. Section 7(e) of this EO directs the White House Council on Environmental Quality (CEQ) to rescind the 2019 Draft GHG Guidance and review, revise, and update its 2016 GHG Guidance. Among its key provisions, the order directed federal agencies to review and potentially revise a range of policies, regulations, and actions that were inconsistent with the Biden Administration's commitment to combatting climate change and promoting environmental sustainability. The order also sought to reestablish interagency working groups and committees that had been disbanded or sidelined during the previous administration, with a focus on restoring evidence-based decision-making processes.

The Interagency Working Group (IWG) on the Social Cost of Greenhouse Gases is a collaborative effort involving multiple U.S. federal agencies with the goal of providing scientifically sound estimates for the social cost of greenhouse gases (SC-GHG). This metric assigns a monetary value to the long-term damages caused by the emission of carbon dioxide (CO₂), methane (CH₄), and nitrous oxide (N₂O) emissions, considering their impacts on climate change, public health, ecosystems, and the economy. The IWG, under the authority of Executive Order 13990, released the Technical Support Document: Social Cost of Carbon, Methane, and Nitrous Oxide Interim Estimates under Executive Order 13990 in February 2021. This document contains methodologies, data, and analyses used by IWG to develop interim estimates for the social cost of carbon (SC-CO₂), methane (SC-CH₄), and nitrous oxide (SC-N₂O) emissions under EO 13990.

WS-California operates an existing WDM program. The addition of the CDFA's WDM Program and any county led Programs are not anticipated to significantly increase the number of vehicle trips associated with WDM. Additionally, such trips would be limited to the duration and needs for WDM activity at any given site. Origin and destination trips would not be concentrated to or from any given location, but rather would be initiated on an as-needed basis from the closest available dispatch area. Exhaust containing greenhouse gas emissions, such as carbon dioxide, would be generated by the use of vehicles and aircraft by the CDFA, WS-California, and county personnel. During FY2022, vehicles, excluding aircraft, employed by WS-California personnel generated an estimated 1,168.46 metric tons of greenhouse gas emissions (WS 2023). The estimated greenhouse gas emissions for WS-California vehicles, excluding aircraft, translates to the same greenhouse gas emissions of 147 homes, or 0.0003 coal-fired plants for one year. In regard to aircraft, from 2011-2021, an estimated 2,531.5 metric tons of greenhouse gas emissions were generated from single-engine fixed-wing and rotary aircraft used in performing the Wildlife Services mission nationwide. This Wildlife Services aviation estimated greenhouse gas emissions is roughly equivalent to the emissions from the energy use of 319 homes, or 0.007 coal-fired power plants for one year. However, very little of these aviation greenhouse gas emissions were tied to WS-California WDM in FY 2022. From 2011-2021, Wildlife Services federally owned aircraft flew an average of 11,347 hours/year and contract aircraft also flew for Wildlife Services during this period for an average of 3,823 hours/year flown (WS 2023). During FY2022, WS-California flew 3.5 hours, with an additional 7.4 hours contracted from other state WS offices (MIS 2022). Selecting the most conservative (greater of the two greenhouse gas estimates), WS-California generated an estimated at 1,169 metric tons of greenhouse gas emissions for vehicles during FY 2022, resulting in a Social Cost of \$94,699 according to the IWG on Social Cost of Greenhouse Gases (2021). Impacts from greenhouse gas emissions produced as a result of WDM actions under the Proposed Project/Proposed Action would not be significant and would not adversely add to cumulative greenhouse gas social and environmental impacts under NEPA.

The number of vehicles and aircraft used is anticipated to remain the same because changes to WDM activities in the state would not substantially increase vehicle and aircraft use. A minor increase could occur if a county that currently does not conduct WDM activities were to engage in a cooperative service agreement with WS-California;

however, this increase would likely be offset by the reduction in emissions by private entities. Implementation of the Proposed Project/Proposed Action would potentially cause an increase in vehicle usage from rapid response activities; however, these activities would only be conducted in the event of high-risk wildlife damage scenarios. Therefore, under CEQA, additional vehicle emissions released under the Proposed Project/Proposed Action would be minor and would not result in a substantial net increase in greenhouse gas emissions. Similarly, the Proposed Project/Proposed Action would not result in long-term or cumulative greenhouse gas impacts.

Energy

The Proposed Project/Proposed Action would result in short-term consumption of petroleum-based energy products to power vehicles used by the CDFA, WS-California, and county personnel to travel to and from areas where WDM is required. The greenhouse gas emissions assessment prepared by Wildlife Services concludes that energy consumption from activities implemented during the Proposed Project would be minimal and would not create significant impacts under NEPA.

The number of vehicles and aircraft used would generally remain the same as previous and current years because little new vehicle and aircraft use is anticipated for the CDFA or county activities, and no changes to WS-California activities are anticipated that would substantially increase vehicle and aircraft use. While the Proposed Project/Proposed Action would potentially cause an increase in vehicle usage from rapid response activities, these activities would only be conducted in the event of high-risk wildlife damage scenarios and therefore the additional energy consumption under the Proposed Project/Proposed Action would be minor. Therefore, under CEQA, Proposed Project/Proposed Action implementation would not constitute a waste of fossil-fuel resources, and the impact on energy would be less than significant.

Furthermore, the Proposed Project/Proposed Action would not involve construction of any residential or nonresidential permanent structures. The lack of permanent structures requiring substantial energy resources (e.g., energy to power lighting or air conditioning) means that energy conservation or energy efficiency measures mandated by the California Energy Code or local building codes are not applicable to the Proposed Project/Proposed Action. The Proposed Project/Proposed Action would not conflict with any state or local energy conservation or energy efficiency programs. Therefore, the Proposed Project/Proposed Action would have no impact.

4.3.3 Cultural Resources

Cultural resources generally fall into two categories: archaeological and built environment. Archaeological resources contain the remnants or traces left by past prehistoric and historic-era human activity. Archaeological resources are typically tangible and spatially bound, although there may also be intangible attributes related to these places and the surrounding landscape. Common types of archaeological resources include prehistoric and historic-era artifact scatters, deposits, features, ruins, shipwrecks, sites, and districts. Tribal cultural resources represent a separate resource category under the CEQA and, as such, are addressed in Section 4.2.3. Built environment resources are largely considered buildings, structures, landscapes, and districts that comprise what is considered the built environment. Built environment resources include but are not limited to water management structures (levees, canals, dams, ditches), buildings (residential, industrial, and commercial), and linear structures (railroad alignments, roads, and bridges).

This section addresses the Proposed Project/Proposed Action's potential to result in impacts or adverse effects to significant, or potentially significant, historical resources (CEQA) or historic properties (Section 106/NEPA). Project construction and implementation activities are considered significant if they would cause physical disturbance,

demolition, destruction, relocation, or alteration of the resource or its immediate surroundings to the extent that the historical resource or historic property would no longer be able to convey its significance. Current professional practice commonly groups activities that could cause such impacts into direct and indirect impact considerations. Direct impact considerations are commonly linked to physical project construction activities that might result in direct disturbance of an archaeological or historic built environment resource and/or damage or demolition, non-compatible building or structural modifications, construction-related groundborne vibration, and property acquisitions. Impact considerations commonly considered indirect are largely related to project implementation or impacts to properties adjacent to a project site once the project is built. For example, alternations to the setting of a historically significant property, historic district noise considerations, or visual effects.

Substantial review of the Proposed Project/Proposed Action indicates that there are no proposed activities that would result in impacts to archaeological or built environment properties that might be considered CEQA historical resources or historic properties under Section 106 and NEPA. Permitted Proposed Project/Proposed Action uses or activities would not introduce substantial ground disturbing activities likely to result in disturbances to cultural resources. Direct repair or restoration of any existing building or structures due to damage by wildlife is not included as part of this Proposed Project/Proposed Action. Nor does the Proposed Project/Proposed Action propose installation of new structures or facilities that could result in alterations of settings or visual impacts to historic resources. Overall, the purpose of the Proposed Project/Proposed Action is to set up program/ policy level guidance for wildlife management and conduct WDM. As such, no activities are directly proposed as part of this Proposed Project/Proposed Action that would result in physical damage, demolition, destruction, relocation, or alteration of an archaeological or built environment historical resource or historic property or its immediate surroundings such that the significance would be impaired. As stated in Section 4.2.6 Noise and above in Section 4.3.1 Aesthetics/Visual Resources, there are no significant impacts from the Proposed Project/Proposed Action from noise or visual resources. Therefore, there are no indirect impacts to cultural resources from Proposed Project/Proposed Action. Based on the nature of the Proposed Project/Proposed Action, there are no potential impacts to known or unknown cultural resources, CEQA historical resources, or Section 106/NEPA historic properties, this subject has been removed from further study.

4.3.4 Geology/Soils and Paleontological Resources

The Proposed Project/Proposed Action would not include construction of structures that could be subject to earthquake-related hazards, unstable soils, expansive soils, or other geotechnical hazards, and it would not entail construction of septic or other wastewater disposal systems. The extent to which the Proposed Project/Proposed Action could disturb soils would be limited to the WDM activities described in this document, and such activities would generally be consistent with current WDM practices under baseline environmental conditions. Additionally, WDM actions implemented by WS-California, the CDFA, or county wildlife specialists under the Proposed Project/Proposed Action would not be significant in area or impact geological, soil or paleontological resources under NEPA. Although physical structures may be recommended as part of technical assistance, they are not constructed by WS-California, the CDFA, or county wildlife specialists and therefore are not within the scope of the Proposed Project/Proposed Action. Thus, the Proposed Project/Proposed Action would not expose individuals to increased geological or seismic hazards, would not result in erosion or the loss of topsoil, would not construct structures on unstable soils, and would not create wastewater systems in unsuitable soils. Therefore, the Proposed Project/Proposed Action's effects on geologic or soil resources would be less than significant, both at a project level and cumulatively.

4.3.5 Hydrology and Water Quality

The Proposed Project/Proposed Action would not include any physical improvements (such as construction, grading, or vegetation removal) that could substantively alter existing drainage patterns, affect groundwater recharge, increase surface runoff, exceed stormwater drainage capacities, or impede or redirect flood flows. The Proposed Project/Proposed Action would not include the bulk storage of any chemicals, hazardous materials, or other potential pollutants that could be released within a flood hazard, tsunami, or seismic zone. Proposed Project/Proposed Action activities would be implemented in accordance with applicable permits and regulatory requirements regarding the handling, storage, use, and disposal of any chemical substances, which are designed to reduce the potential for inadvertent release, drift, runoff, and erosion. Therefore, the Proposed Project/Proposed Action's effects on hydrology would not be significant under NEPA and would be less than significant under CEQA.

Under the Proposed Project/Proposed Action, removal of beavers and muskrats causing damage to infrastructure systems could occur, particularly where damage could affect public safety and agriculture (e.g., flooding). WS-California has initiated consultation with National Oceanic and Atmospheric Administration (NOAA)-National Marine Fisheries Service, and WS-California operates within the limitations of an Endangered Species Act Section 7(d) Determination that addresses aquatic mammal damage management. While beaver damage management in some areas of California can be intensive, those areas tend to be in heavily altered environments, such as levees and drainages, where beaver activity is less likely to benefit water quality. In light of this and the more dispersed nature of beaver damage management sites in more natural locations, the potential for substantive changes to surface and groundwater quality would be considered less than significant under CEQA and not significant under NEPA. For more discussion on beavers, refer to Section 4.2.2 of this EIR/EIS.

4.3.6 Land Use/Planning/Publicly Owned or Managed Lands

The Proposed Project/Proposed Action would not result in any permanent land use changes that could conflict with any land use plans, policies, or regulations adopted to avoid or mitigate an environmental impact. The Proposed Project/Proposed Action may specify methods for injurious wildlife detection, eradication, or damage management; however, they would not supersede other agency rules or requirements, and they would not recommend activities that would be inconsistent with existing or future land use plans or policies. All actions conducted under the Proposed Project/Proposed Action would be required to obtain any necessary authorizations from the relevant land use authority and/or property owner and to comply with any applicable laws or policies specific to the area. Therefore, the Proposed Project/Proposed Action's impacts related to land use and planning would be less than significant under CEQA and not significant under NEPA, both at a project level and cumulatively. Potential impacts related to habitat conservation plans are discussed in Section 4.2.2.

4.3.7 Mineral Resources

The Proposed Project/Proposed Action would not include any activities that would impact mineral production sites. Additionally, WDM actions implemented by WS-California, the CDFA, or county wildlife specialists under the Proposed Project/Proposed Action would not be significant in area or impact mineral resources under CEQA or NEPA. No impact would occur on the availability or use of a known, valuable mineral resource both at a project level and cumulatively.

4.3.8 Recreation

Cultural use of natural resources includes a variety of ways to recreate and or interact with the environment, including recreation and aesthetic uses. Recreation encompasses a wide variety of outdoor entertainment in the form of hunting, fishing, resource gathering, bird watching, photography, camping, hiking, biking, rock climbing, and many others. Aesthetics is the philosophy dealing with the nature of beauty or the appreciation of beauty. Therefore, aesthetics is truly subjective in nature, dependent on what an observer regards as beautiful.

Wildlife generally is regarded as providing economic, recreational and aesthetic benefits (Steinhoff et al. 1987) and the mere knowledge that wildlife exists is a positive benefit to many people. In a survey conducted in 2011 by U.S. Census Bureau in collaboration with the USFWS and the Association of Fish and Wildlife Agencies (U.S. Fish and Wildlife Service 2011) 90.1 million Americans (38% of the U.S. population) enjoyed an outdoor recreation experience including hunting, fishing, other wildlife-associated recreation. Expenditures for 2011 for wildlife-recreation (hunting, fishing, wildlife viewing) were \$145 billion. This survey does not include all forms of wildlife related recreation expenses and or types of individuals who recreate or appreciate wildlife. These expenditures occurred with the current WDM activities in place. Public opinion about the best ways to reduce conflicts between humans and wildlife is highly variable, making the implementation of damage management actions extremely complex. Ideas about how these actions are implemented and conducted are as unique as the almost infinite combinations of philosophies, psyches, aesthetic values, personal attitudes and opinions found in humans. These differences in opinion result in concerns that the Proposed Project/Proposed Action or its alternatives would result in the loss of aesthetic and recreational benefits to the general public, tribes, and resource owners.

Some individuals may believe their recreational experiences on public lands are impaired by knowing that any lethal WDM actions are occurring on these lands. Others feel that they are being deprived of the aesthetic experience of viewing or hearing coyotes or other predators because of Proposed Project WDM actions. Occasionally, individuals may have formed an attachment to a specific group or individual animal. Removal of these animals can be a cause of distress and sorrow for these individuals. Some commenters have stated that encountering warning signs for WDM devices or animals captured in traps is distressing and has a profound negative impact on their aesthetic and recreational enjoyment of a site. Some individuals may be reluctant to use areas or walk pets in areas where signs are posted. Disturbance (noise) associated with WDM has also been reported as adversely impacting some individuals' recreation. Safety concerns have also been expressed regarding the use of livestock guarding dogs. Livestock guarding dogs may approach people who come near their flocks which, given the large size of the dogs, can be alarming for some people. In rare instances, livestock guarding dogs may perceive recreationists as a threat and behave aggressively, or they may prey on wildlife, or exclude wildlife species other than undesirable predators, from the area near the sheep (Frank 2011). Opinions regarding the impact of WDM on recreation and aesthetic values vary among individuals. An adverse impact associated with WDM actions, such as the use of foothold traps, may be perceived by one individual in one way and may be perceived completely differently by an individual who hunts and traps recreationally. Some individuals believe that WDM is acceptable because it can help bolster certain species populations such as game species (e.g. elk or mule deer) or sensitive/T/E species.

In localized areas where wildlife specialists do remove some portion of the local wildlife population, dispersal of wildlife from adjacent areas typically contributes to repopulation of the area within a few weeks to a year, depending on the level of removal and wildlife population levels in nearby areas (Gese 2005). The likelihood of getting to see or hear wildlife in some localized areas could be temporarily reduced as a result of WDM activities, but this temporary local reduction in public viewing opportunity would not likely be noticeable in most cases. Additionally, take under the Proposed Project/Proposed Action is a small fraction of existing wildlife populations in California

(Section 4.2.3). Consequently, for most species, the presence or absence of impacts of WDM activities may not be discernable from impacts from other sources. Overall impacts on wildlife populations would be relatively low, and opportunities to view, hear or see evidence of wildlife would remain.

To the extent practicable, when WDM actions are necessary near areas with public use, wildlife specialists strive to schedule activities at times and in seasons when recreational activity is likely to be low. Other strategies used to reduce risk that WDM activities would adversely impact an individual's recreational experience include setting capture devices well away from roads and trails. Conflicts with recreationists are further reduced due to the inherent nature of WDM. Most WDM in California is conducted on BLM public lands for grazing allotments with sheep and cattle. These areas are generally not used extensively by recreationists during the spring and early summer months when WDM is more likely to be conducted for the protection of lambing and calving livestock. Most recreationists are totally unaware of the WDM actions, and the quality of the outdoor experience is not disrupted.

Game and non-game wildlife populations are not significantly impacted by Proposed Project/Proposed Action WDM activities (Section 4.2.3) on public or private lands, allowing hunters ample opportunities for pursuit. Recreationists interested in viewing and photography opportunities for wildlife also have ample areas in California that are suitable for seeing abundant wildlife. WDM under the Proposed Project/Proposed Action does not significantly impact wildlife populations and it does not remove a significant number of any one species. In fact, WDM activities could bolster local populations of wildlife and increase opportunities for cultural uses by implementing WDM activities for the protection of T&E wildlife species. Procedures and policies designed to minimize WDM impacts on recreation are in place. On private lands, the cooperators or landowners are aware that WDM tools are set and can alert visitors using the property of their presence. Landowners determine the areas and timing of equipment placement, thereby avoiding conflicts with recreationists. Warning signs are posted in prominent places to alert the public (on both private and public lands) that WDM tools are set in an area. On public lands, WS-California coordinates with the public land management agencies. WDM is not conducted in high use recreational areas except for the purposes of human health and safety protection and only after receiving a request from the applicable public land official.

Although Proposed Project/Proposed Action WDM activities may be conducted in and around recreational areas, the Proposed Project/Proposed Action would not include any actions that would permanently affect the use or availability of recreation sites. Though not anticipated, temporary closures of parts of public recreation areas could be needed to implement Proposed Project/Proposed Action WDM activities, to provide for public safety. However, if needed, such closures would be short term, would be limited only to the area necessary for Proposed Project/Proposed Action WDM, and would be in coordination with the land management authority. Once activities are completed, access and availability to affected recreation areas would resume unimpeded. Because the Proposed Project/Proposed Action would include minimal, if any, temporary closures, effects on the availability or use of recreational areas would be negligible. Additionally, WDM actions implemented by WS-California, the CDFA, or county wildlife specialists under the Proposed Project/Proposed Action would not be significant in area or impact recreational resources under CEQA or NEPA. Therefore, the Proposed Project/Proposed Action's effects on recreation would be less than significant, both at a project level and cumulatively.

4.3.9 Transportation

Anticipated on-road vehicle use under the Proposed Project/Proposed Action would be associated with personnel and equipment transport to and from work sites. The addition of the CDFA's WDM Program and any county led Programs are not anticipated to significantly increase the number of vehicle trips associated with WDM. Additionally, such trips would be temporary and would be limited to the duration and needs for management activity at any given

site. Origin and destination trips would not be concentrated to or from any given location, but rather would be initiated on an as-needed basis from the closest available dispatch area. The Proposed Project/Proposed Action's effects would be intermittent and widespread and are not anticipated to have a substantial effect on regional or local roadways or transportation systems overall. In addition, because many Proposed Project/Proposed Action activities are ongoing, many of these vehicle trips already occur under existing conditions, and thus they would not result in a change relative to baseline conditions. Additionally, WDM actions implemented by WS-California, the CDFA, or county wildlife specialists under the Proposed Project/Proposed Action would not be significant in area or impact transportation resources under CEQA or NEPA. Therefore, the Proposed Project/Proposed Action's effects on traffic and transportation would be less than significant, both at a project level and cumulatively.

4.3.10 Utilities/Service Systems

The Proposed Project/Proposed Action would not include the disturbance of, creation of, or need for utility systems, including water, sewage, wastewater, or stormwater. However, direct WDM measures associated with implementation of the Proposed Project/Proposed Action would result in animal carcasses that would require proper disposal. Wildlife Services Directive 2.515 sets forth requirements for WS-California personnel for the disposal of wildlife carcasses, requiring that all carcasses be disposed of in a manner consistent with federal, state, county, and local regulations as well as other WS Directives. CDFA and county wildlife specialists would be required to dispose of carcasses in a similar manner. Due to the limited removal of target animals within spatial boundaries and the low frequency with which that occurs, the disposal of carcasses would have an inconsequential effect on landfill capacity and would not result in the need for disposal facility expansion that could result in environmental impacts. Because of the widespread nature of Proposed Project/Proposed Action activities and the low volume of materials expected to be generated for disposal at any one site, Proposed Project/Proposed Action activities are not anticipated to generate waste amounts that would exceed the capacity of existing waste disposal facilities in any particular location. Furthermore, Proposed Project/Proposed Action activities would be temporary and would not include any long-term waste generation activities at any given location throughout the state. Thus, the potential contribution to landfill facilities would be minimal. Therefore, the Proposed Project/Proposed Action's impacts on utilities and service systems would be less than significant.

4.3.11 Wildfire

The Proposed Project/Proposed Action would not result in construction of urbanized development or permanent placement of people in a wildland area and thus would not result in a significant risk of loss, injury, or death involving wildland fires. Additionally, the Wildlife Services Directives summarized above direct that any WDM methods implemented by WS-California personnel that could result in fire hazards, such as pyrotechnics or propane exploders, be subject to oversight and accountability by trained and certified personnel. Federal laws and manufacturer's instructions must also be followed by the CDFA, WS-California, and county wildlife specialists. Activities under the Proposed Project/Proposed Action would also be conducted consistent with federal, state, county, and local regulations related to fire safety and wildfires. Known areas of moderate, high, and very high fire hazard risk would be subject to local regulations and applicable best practices including not using explosives or parking vehicles in dry grass and driving on established roads as much as possible. Therefore, the Proposed Project/Proposed Action would not expose people or structures to a significant risk of loss, injury, or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands. Proposed Project/Proposed Action impacts related to wildfire would be less than significant.

4.3.12 References

Interagency Working Group on Social Cost of Greenhouse Gases. 2021. "Technical Support Document: Social Cost of Carbon, Methane, and Nitrous Oxide Interim Estimates under Executive Order 13990 United States Government." https://www.whitehouse.gov/wp-content/uploads/2021/02/TechnicalSupportDocument_SocialCostofCarbonMethaneNitrousOxide.pdf.

5 Other CEQA/NEPA Considerations

This chapter discusses the significant environmental effects that cannot be avoided if the Proposed WDM Project (Project) is implemented, significant irreversible environmental changes that would result from implementation of the Proposed Project, and growth-inducing impacts of the Proposed Project. These topics are required in an environmental impact report (EIR) as described in California Environmental Quality Act (CEQA) Guidelines Section 15126.2. This section also identifies additional disclosures required of an environmental impact statement (EIS) as described in the Council on Environmental Quality (CEQ) National Environmental Policy Act (NEPA) Implementing Regulations Section 1502.16.

5.1 Summary of Significant Unavoidable Impacts

An EIR must describe any significant impacts that cannot be avoided, even with the implementation of feasible mitigation measures, per CEQA Guidelines Section 15126.2(c). An EIS must describe any adverse environmental effects that cannot be avoided should the proposal be implemented, per CEQ NEPA Implementing Regulations Section 1502.16(a)(2).

5.2 Significant and Irreversible Environmental Changes (Irreversible and Irretrievable Commitment of Resources)

Section 15126.2(d) of the CEQA Guidelines (14 CCR 15000 et seq.) and Section 1502.16(a)(4) of the CEQ NEPA Implementing Regulations require discussion of any significant irreversible environmental changes that would result from the Proposed Project/Proposed Action should it be implemented and any irreversible or irretrievable commitments of resources should the Project be implemented. Significant irreversible environmental impacts could involve any of the following:

- Uses of nonrenewable resources during the initial and continued phases of the Project may be irreversible since a large commitment of such resources makes removal or nonuse thereafter unlikely;
- The primary and secondary impacts of the Project would generally commit future generations of people to similar uses;
- Irreversible damage from environmental accidents associated with the Project; and
- The proposed consumption of resources is not justified (e.g., the Project results in wasteful use of energy).

The Proposed Project would describe and formalize a framework for managing wildlife damage proving injurious to California's agricultural industry. Activities within this framework will be carried out by WS-California, the CDFA, and California Counties with collaboration and consultation from other local, state, and federal agencies.

Wildlife damage management (WDM) activities do not require large commitments of nonrenewable resources. Vehicle travel related to routine activities and emergency responses would require the use of fossil fuels, but, as discussed in Section 4.3, this consumption would be relatively minor and it would not be expected to have significant direct, indirect, or cumulative impacts. It is assumed vehicles would be upgraded over time to more energy efficient models, including hybrid and electric vehicles, as California's Advanced Clean Cars II regulation for

all new passenger cars, light-trucks, and SUVs sold in California to be zero emissions by 2035 comes to fruition. The Proposed Project, by its nature, is meant to be adaptable, and would not commit the agencies to a particular use of resources.

The Proposed Project would not introduce land uses or facilities that would require the use or manufacture of hazardous materials. As described in Chapter 4.2, Hazardous Materials, WS-California does employ certain hazardous materials in its management activities. As further described in Chapter 4.2, WS risk assessments have been prepared for these activities. Due to the relatively small amounts of hazardous materials involved and considerable federal, state, and local regulatory requirements, the potential to substantially damage the environment as a result of an accident involving hazardous materials is not significant. As stated above, there is no significant or irreversible commitment of resources as WDM does not require large commitments of nonrenewable resources.

5.3 Growth-Inducing Impacts

CEQA requires a discussion of ways in which the Proposed Project could be growth inducing. The CEQA Guidelines identify a project as growth inducing if it fosters economic or population growth or results in the construction of additional housing, either directly or indirectly, in the surrounding environment (14 CCR 15126.2[e]). Included in this are projects that would remove obstacles to population growth, such as an expansion of infrastructure that would allow additional construction within the service area. Increases in the population may also tax existing community service facilities, requiring construction of new facilities that could cause significant environmental effects. An EIR should also discuss the potential for certain projects to encourage and facilitate other activities that could significantly affect the environment, either individually or cumulatively. Under CEQA, it is not assumed that growth in any area is necessarily beneficial, detrimental, or of little significance to the environment.

The Proposed Project/Proposed Action would not result in population change, as it would not include construction of new housing, nor would it displace existing housing. In addition, the Proposed Project/Proposed Action would not result in construction of infrastructure or include other activities that could indirectly induce or remove an obstacle to population growth. Therefore, the Proposed Project/Proposed Action would have no impacts related to population growth and/or housing demand, both at a project level and cumulatively.

Where WDM activities are county-led (county-led WDM program) or WS-California cooperative, on average, two or fewer personnel are employed in each county (typically in the Agricultural Commissioner's office), often performing multiple roles.¹ Additionally, WS-California typically employs about 40 staff statewide to implement non-county based WDM (e.g., wildlife hazard management and threatened and endangered species protection). There are 15 counties that currently do not have a formal WDM program and 35 that have cooperative service agreements (CSAs) with WS-California. Should all of the remaining counties contract with WS-California or implement their own WDM program under the CDFA, no more than 100 additional employees would be anticipated. The increase in employment and economic activity would not be considerable.

WDM activities offer an economic benefit to agriculturalists in California, by providing resources (technical and operational assistance) that protect crops and livestock. Improved economic conditions for agricultural owner/operators in the state make it less likely that agricultural land will become vacant or converted to urban uses. In this manner, the Proposed Project/Proposed Action could be seen as a useful component in discouraging growth through the conversion of farmland and other agricultural resource uses to non-agricultural use.

¹ As of January 2023, eight counties carry out WDM on their own.

5.4 Environmental Justice

Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, and Executive Order 14096, Revitalizing Our Nation's Commitment to Environmental Justice for All, require all Federal agencies to incorporate environmental justice into their missions by identifying and addressing disproportionately high or adverse human health or environmental effects of their programs and policies on minorities and low-income populations and communities. Environmental justice is the fair treatment and meaningful involvement of all people, regardless of race, color, national origin, or income, with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies (EPA 2023). Federal agencies must consider environmental justice in their activities under NEPA.

WS-California provides technical and operational WDM assistance only at the request of the land or resource owner. WS-California responds to all requests for assistance, regardless of race or level of income. The contribution of federal and cooperative funds can further assist such low-income populations in addressing wildlife damage to property, agricultural resources, natural resources, and human and pet health and safety. WS-California's WDM activities promote access to expertise and assistance in resolving human wildlife conflicts equally to all communities, including historically underserved communities, Native American tribes, and rural communities. WS-California personnel select damage management methods using the WS Decision Model (WS-Directive 2.201). As depicted in the Decision Model, consideration is given to potential physical, economic, and social impacts before selecting or recommending WDM techniques. WS-California's personnel use only legal, effective, and environmentally safe WDM methods, tools, and approaches. All hazardous materials used by WS-California are federally and state regulated. Disposal of carcasses and handling, use, and disposal of hazardous materials are conducted per agency policy and federal and state law and regulations. The NEPA analyses in Chapter 4 show that the Proposed Project/Proposed Action and ongoing WS-CA activities do not adversely affect public health and safety or environmental quality. As there are not significant or adverse effects identified from ongoing WS-California activities or the Proposed Project/Proposed Action in the statewide NEPA analyses and all services are carried out at the request of the land or resource owner, it is not anticipated that there will not be disproportionately high direct, indirect, cumulative or disparate effects from ongoing WS-California activities or the Proposed Project/Proposed Action to children or minorities and low-income populations and communities. WS-California will monitor and abide by any new developments or changes to the U.S. Department of Agriculture's departmental policies related to implementation and promotion of environmental justice.

5.5 Humaneness and Ethics

The issue of humaneness and animal welfare, as it relates to the killing or capturing of animals is an important but very complex concept that can be interpreted in a variety of ways. These topics are included in the analysis because they are a social issue of important public concern. The science of wildlife biology and management, including integrated WDM and wildlife research, often involves directly capturing, handling, physically marking, taking samples from, and, at times, lethally removing free-range animals. WS-California, CDFG, and county personnel strive to undertake these activities as ethically and humanely as possible. Some people consider this inhumane, while others consider allowing a predator to harm livestock to be equally inhumane. The analysis is not intended to determine the correctness of one of these social positions, rather, it examines the science related to the humaneness and the provisions in place to ensure WS-California, CDFG, and county wildlife specialists' actions are as humane as possible.

Humaneness, in part, appears to be a person's perception of harm or pain inflicted on an animal, and people may perceive the humaneness of an action differently. However, humaneness also pertains to human suffering caused by wildlife directly hurting or impacting them. In addition, some people are highly concerned with suffering caused by predators chasing, injuring, or killing wildlife and domestic animals, including horses, livestock guard animals, and pets. People have bred many of the defensive capabilities out of domestic animals and may feel it is unethical and inhumane not to effectively protect them from predation or injury, as predators can have very inhumane attacking and killing techniques where animals are injured and/or eaten prior to being killed. The challenge in coping with this issue is how to achieve the least amount of animal suffering. Schmidt (1989) indicated that vertebrate damage management for societal benefits could be compatible with animal welfare concerns, if "*...the reduction of pain, suffering, and unnecessary death is incorporated in the decision-making process.*"

Suffering has previously been described by the American Veterinary Medical Association (AVMA), as a "*...highly unpleasant emotional response usually associated with pain and distress*" (AVMA 1987). The AVMA further states that "*[s]uffering can be conceptualized as the product of severity, incidence, and duration. As a general rule, a gentle death that takes longer is preferable to a rapid, but more distressing death; however, in some species and under some circumstances, the most humane and pragmatic option may be exposure to an aversive agent or condition that results in rapid unconsciousness with few to no outward signs of distress*" (AVMA 2020).

Defining pain as a component in humaneness appears to be a greater challenge than that of suffering. Pain obviously occurs in animals. Altered physiology and behavior can be indicators of pain. The AVMA has previously stated that "*[f]or wild and feral animals, many of the recommended means of euthanasia for captive animals are not feasible.*" (AVMA 2001). Pain and suffering, as it relates to methods available for use to manage animal damage has both a professional and lay point of arbitration. The decision-making process can involve trade-offs between the above aspects of pain and humaneness.

The Proposed Project/Proposed Action could include killing and capturing and either subsequently killing or immobilizing and then releasing target animals using the best and most appropriate method(s) available. WDM under the Proposed Project/Proposed Action alternative would adhere to applicable state and local laws and regulations. WS-California would additionally adhere to WS Directives. These include but are not limited to guidelines for the types of devices or drugs which can be used, frequency in which capture devices must be checked and manner in which they must be applied. When recommending methods, wildlife specialists would caution against their misuse.

Some publications have expressed concerns about the conclusions and thresholds established through the best management practice (BMP) testing process (Rochlitz 2010; Virgós et al. 2016). However, trapping BMPs are based on scientific evaluations of humaneness, efficiency, selectivity, practicality, and safety, and are updated periodically. Traps which conform to established thresholds are considered "BMP traps". Trapping components, systems, and techniques are also included in BMPs (e.g., anchoring systems, modifications, pan-tension devices, trap tuning and maintenance, lures and baits, trap location). Modern BMPs are based on more than 20 years of scientific research and provide a standard framework for future updates as new traps and components are developed. Groups such as the American Association of Wildlife Veterinarians and the AVMA support the use of BMP traps in wildlife management. These BMPs provide a more useful method for identifying the most humane traps. When checked regularly, as required by regulations – and, for WS-California, also WS policy – traps are a preferred depopulation technique by the AVMA because placement by experienced personnel can reduce nontarget take and improve humaneness of captures (AVMA 2019). It is WS policy to use the most selective and humane methods available for WDM and to use BMPs whenever feasible (WS Directive 1.301).

Euthanasia methods should minimize any stress and anxiety experienced by the animal prior to unconsciousness. However, AVMA (2020) notes, *“While recommendations are made, it is important for those utilizing these recommendations to understand that, in some instances, agents and methods of euthanasia identified as appropriate for a particular species may not be available or may become less than an ideal choice due to differences in circumstances. Conversely, when settings are atypical, methods normally not considered appropriate may become the method of choice. Under such conditions, the humaneness (or perceived lack thereof) of the method used to bring about the death of an animal may be distinguished from the intent or outcome associated with an act of killing. Following this reasoning, it may still be an act of euthanasia to kill an animal in a manner that is not perfectly humane or that would not be considered appropriate in other contexts. For example, due to lack of control over free-ranging wildlife and the stress associated with close human contact, use of a firearm may be the most appropriate means of euthanasia. Also, shooting a suffering animal that is in extremis, instead of catching and transporting it to a clinic to euthanize it using a method normally considered to be appropriate (e.g., barbiturates), is consistent with one interpretation of a good death. The former method promotes the animal’s overall interests by ending its misery quickly, even though the latter technique may be considered to be more acceptable under normal conditions (Yeates 2010). Neither of these examples, however, absolves the individual from her or his responsibility to ensure that recommended methods and agents of euthanasia are preferentially used.”*

Because of the variety of situations that may be encountered, it is difficult to strictly classify methods for termination of free-ranging wildlife as acceptable, acceptable with conditions, or unacceptable. Furthermore, classification of a given method as a means of euthanasia or humane killing may vary by circumstances. These acknowledgments are not intended to condone a lower standard for the humane termination of wildlife. The best methods possible under the circumstances must be applied, and new technology and methods demonstrated to be superior to previously used methods must be embraced. The AVMA lists injectable anesthetic agents as acceptable euthanasia methods, but also lists other methods as acceptable with conditions (AVMA 2020). Use of firearms is an acceptable technique because nontarget take is extremely low and precise shooting by trained personnel can minimize animal suffering (AVMA 2019, 2020).

The efficacy and therefore, the humaneness of methods would be based on the skill and knowledge of the person employing methods. WS-California, CDFA, and County wildlife specialists are experienced professionals skilled in their use of methods. When selecting methods, wildlife specialists evaluate all potential tools for their humaneness, effectiveness, ability to target specific species and individuals, as well as other factors. Consequently, management methods would be implemented under the Proposed Project/Proposed Action in the most humane manner possible. Many methods listed in Appendix C would be available for use under any of the alternatives. Therefore, the issue of humaneness associated with methods and any direct impacts would be similar across any of the alternatives since those methods could be employed in the absence of WS-California, CDFA, or county provided WDM. Those persons who view a particular method as humane or inhumane would likely continue to view those methods as humane or inhumane under any of the alternatives. WS-California has improved the selectivity and humaneness of WS implemented management techniques through research and development. Research is continuing to bring new findings and products into practical use. Until new findings and products are found practical, a certain amount of animal suffering could occur when some methods are used in situations where non-lethal damage management methods are not practical or effective.

5.6 Special Designation Areas

Special designation areas (SDAs) are federal lands that have unique cultural, scenic, educational, scientific, geological, or ecological values and are specially designated to be managed to preserve their characteristics. They

may be undeveloped, preserved lands or they may be developed for human use such as a campground or visitor center. Land classes defined as SDAs can include Wilderness Areas, Wilderness Study Areas, National Parks, National Monuments, Natural Areas, National Recreational Areas, Scenic Recreation Areas, National Historic Parks, and others. SDAs are generally established by land management agencies or Congress for a specific purpose (e.g., habitat management for a threatened or endangered species) or to preserve the characteristics of a site until a formal management decision regarding the site's future management can be made. These areas may have restrictions on the types of WDM activities that may be conducted within them.

WS-California, CDFA, or county provided WDM in SDAs ranges from no activity to limited seasonal activities, based upon requests for assistance. This may include technical assistance to land managers and resource owners with methods that they could implement to reduce damage, which would also include referral to the appropriate land management agency to ensure actions are in compliance with law and policy. WS-California, CDFA, or county wildlife specialists could also provide operational assistance when requested.

Several SDAs, including Wilderness Areas and Wilderness Study Areas, allow livestock grazing, and wildlife specialists may need to respond to the request of any individual with a valid grazing permit experiencing predation of livestock. The Wilderness Act of 1964 states that "the grazing of livestock, where established prior to the effective date of this Act, shall be permitted to continue subject to such reasonable regulations as are deemed necessary" (Section 4.d.4.2). The Congressional Grazing Guidelines further emphasize Congressional intent related to grazing activities in wilderness: "the general rule of thumb on grazing management in wilderness should be that activities or facilities established prior to the date of an area's designation as wilderness should be allowed to remain in place and may be replaced when necessary for the permittee to properly administer the grazing program" (House Report 101-405). Prevention of serious losses of domestic livestock in wilderness through WDM activities, with limitations that are consistent with law, regulations, and policy, is appropriate under this Congressional direction. Livestock protection does not occur consistently year-round, as it is most needed during times when livestock are especially vulnerable to predation (e.g., during calving/lambing season, spring-early summer). Similarly, WDM is not needed across entire land classes, as only portions of public lands are open to grazing or have permitted grazing activities. These facts limit the times and locations where WDM is likely to be necessary, but do not make requests for assistance wholly predictable.

SDAs are also recreation areas for humans and pets. This increases the chance of human-wildlife conflicts, such as wildlife attacks. There is a potential for the need to respond to a human health or safety emergency, such as for large predator threats at campgrounds. Additionally, state agencies can request that WS-California, CDFA, or county wildlife specialists conduct WDM in SDAs for state-managed wildlife species, when authorized by the state agency and the federal land management agency. The special features protected by SDAs include habitats for federally protected species. WS-California, CDFA, or county wildlife specialists could be requested by land management agencies to assist in protecting vulnerable species on SDAs from predation.

Wildlife Services has signed national level memoranda of understanding with the Bureau of Land Management and U.S. Forest Service, which provide guidance on coordinating and conducting WDM activities on SDAs. When responding to a request, WS-California, CDFA, or county wildlife specialists would follow all applicable laws, WS Directives (only applicable to WS-California personnel), memoranda of understanding, regulations, management plans, Minimum Requirements Analyses, and land management agency policies. WS-California, CDFA, or county wildlife specialists coordinate all activities on federally managed lands with the responsible land management agencies. Whether or not WDM needs to occur on an SDA and what the minimum tools needed might be are refined through interagency discussion and analysis. In Wilderness Areas, the land managing agencies are responsible for preserving wilderness character and conducting a Minimum Requirements Analysis if necessary. Wilderness Study

Areas possess wilderness characteristics, and the land managing agencies are responsible for maintaining the area's suitability for preservation as wilderness. These precautions ensure that all impacts to SDAs are evaluated on a site-specific level and modified to prevent adverse effects as necessary. Furthermore, as described in Chapter 4 of the EIR/EIS, the Proposed Project/Proposed Action has low or negligible impacts on wildlife species populations, the environment, humans, or domestic animals from its activities. Given these factors, the Proposed Project/Proposed Action is not expected to have an adverse impact on the natural quality or character of SDAs.

5.7 References

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6 List of Preparers

6.1 Client

Table 6-1 includes CDFA staff contributors to this environmental impact report/environmental impact statement (EIR/EIS).

Table 6-1. CDFA Staff Contributors

Name	Title	Qualifications	Years of Experience
Annette Jones	California State Veterinarian	DVM, Doctor of Veterinary Medicine	17
Danny Dickason	Veterinarian, Wildlife Interface Program Lead	DVM, Doctor of Veterinary Medicine MS, Conservation Medicine	15

Table 6-2 includes WS-California staff and other USDA staff contributors to this EIR/EIS.

Table 6-2. WS-California and Other USDA Staff Contributors

Name	Title	Qualifications	Years of Experience
Kelsey Bedford	Wildlife Biologist	MS, Range and Wildlife Management BS, Wildlife and Fisheries Science	7
Shannon Chandler	Environmental Coordinator	BS, Wildlife Biology	18
Terry Clark	Director of the USDA APHIS Office of National Tribal Liaison	DVM, Doctor of Veterinary Medicine	34
Todd Felix	WS-CA Acting Assistant State Director	MS, Biology BS, Biology	27
Jeff Flores	WS-CA State Director	Previous WS-Guam and WS-Oregon State Director 0486 Wildlife Biologist equivalent	25
Andrew Hubble	Assistant Director of the USDA APHIS Office of National Tribal Liaison/Wildlife Biologist	BS, Wildlife Biology	20
Rebecca Mihalco	Staff Biologist	MS, Forest Resources BS, Wildlife and Fisheries Science	19
Dennis Orthmeyer	WS-CA State Director (retired)	MS, Wildlife Biology	38

6.2 Dudek

Table 6-3 includes the Dudek contributors to this EIR/EIS.

Table 6-3. Dudek Contributors

Name	Title	Qualifications	Years of Experience
Alilain-Horn, Darlene	Formatting Specialist	BA, English	22
Anderson, Todd	Creative Manager	BA, Urban Planning and Design	23
Atencio, Aaron	Visual Storyteller	AA, Visual Communications	26
Auger, Christopher	GIS Analyst	BA, English	16
Babcock, Keith	Biologist	MS, Business Management BS, Wildlife Biology	40
Baldrige, Jessica	Biologist	MS, Natural Resource Planning BS, Biology	16
Barrios, Lola	Project Accountant	AA, General Studies	35
Battle, Curtis	GIS Analyst	MS, GIScience BA, Geography AS, Geographic Information Systems Specialist	14
Betlach, Melanie	Creative Design Manager	MFA, New Media/Computer Arts BA, Biology	22
Brogdon, Mollie	Environmental Planner	BA, Social and Behavioral Sciences	1
Carr, Michael	Environmental Acoustician	AS, Electronic Technology AS, Computer Technology	24
Castaneda, Karen	Creative Designer	BS, Graphic Design	9
Chiu, Angelica	Environmental Planner	BS, Environmental Policy Analysis and Planning	4
Colston, Jessica	Archaeologist	BA, Anthropology	16
Crist, Megan	Formatting Specialist	Master of Public Administration BA, Psychology	3
Dickerson, Kassandra	Analyst	BS, Environmental Science, Analytical Chemistry, Animal Biology	4
Dobrolenski, Rachel	Formatting Specialist	None Listed	7
Dokkestul, Brayden	GIS Analyst	BS, Geoscience	5
Eckardt, Scott	Fire Protection Planner	MA, Geography BS, Forestry and Natural Resources Management	24
Farned, Jennifer	Technical Editor	MA, Art History	3
Fisher-Colton, Erin	Biologist	MS, Environmental Studies BS, Environmental Biology	9

Table 6-3. Dudek Contributors

Name	Title	Qualifications	Years of Experience
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Forsman, Summer	Formatting Specialist	BA, English Language and Literature BA, Classical Civilization	3
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Fukasawa, Christine	Environmental Planner	BA, Environmental Studies	15
Giacinto, Adam	Archaeologist	MA, Anthropology BA, Anthropology/ Linguistics AA, Anthropology	17
Grattidge, Brian	Environmental Planner	MA, Political Science BA, International Relations	28
Haley, Kathryn	Architectural Historian	MA, Public History BA, History	20
Harper, Kyle	Systems Analyst Lead	BS, Environmental Systems	17
Henry, Michael	Biologist	PhD, Ecology, Evolution, and Marine Biology BS, Aquatic Biology	24
Herschberger, Audrey	Environmental Engineer	BS, Chemical Engineering	15
Howard, Mike	Biologist	MESM, Applied Ecology BS, Environmental Studies BS, Ecology	25
Iyer, Shilpa	Associate Analyst	None Listed	7
Kershaw, Lia	Technical Editor	BA, Behavioral Science	12
Kil, Daniel	Environmental Project Coordinator	BA, Economics AA, Business Administration AA, Liberal Studies	13
Koziel, Olivia	Biologist	BS, Environmental Systems	7
Landoe, Kathryn	Technical Editor	BA, English Language and Literature	10
Leech, Jonathan	Practice Director	BA, Environmental Studies/Geology	37
Lorenzen, Nicholas	Air Resources Specialist	BA, Environmental Studies	8
Maddox-Ramsey, Morgan	Formatting Specialist	MS, Book Publishing BA, English Literature	3
Marrin, Donn	As-Needed Geochemist	PhD, Water Resources MS, Environmental Science	34

Table 6-3. Dudek Contributors

Name	Title	Qualifications	Years of Experience
		BS, Biological Sciences	
Martin, Meghan	As-Needed Biologist	PhD, Biology MS, Biology BA, Biology	17
McDonnell, Anne	Technical Editor	MFA, Literary Nonfiction BS, Communications	27
McGinnis, Mark	Practice Director	MA, Geography BA, Geography	23
McMahon, Glenna	Environmental Engineer	BS, Civil and Environmental Engineering	26
Meisman, Elizabeth	Associate Biologist	MS, Natural Resources BS, Wildlife Conservation Biology and Applied Vertebrate Ecology	8
Morales, Matthew	Air Resources Specialist	BS, Environmental Toxicology	18
Mullen, Danielle	As-Needed Biologist	BS, Biology	14
Muri, Kamarul	Biologist	BS, Ecology, Behavior, and Evolution	22
Narel, Kimberly	Biologist	BS, Biology: Ecology, Behavior, and Evolution	7
O'Brien, Sean	Biologist	BS, Ecology and Systematic Biology	28
Ogburn, Michelle	Environmental Planner	BS, Environmental Science	19
Ortega, Brock	Biologist	BS, Wildlife Biology and Management	32
Owen, Ross	Archaeologist	MA, Applied Archaeology BA, Archaeology	5
Palavido, Matthew	Geospatial Application Developer	BS, Geography	25
Pascua, Dennis	Transportation Specialist	BA, Social Ecology	30
Peterson, Steven	Environmental Planner	BA, Physical Geography and Environmental Planning	34
Porter, Laurel	Technical Editor	BA, Music	38
Proctor, Meghan	Biologist	MS, Environmental Science and Policy BS, Ecology and Evolutionary Biology	3
Pugay, Felisa	Formatting Specialist	BA, Electronic Publishing	26
Raith, Morgan	Creative Designer	None Listed	4
Rañoa, Raoul	Visual Storytelling Manager	BA, Communications	26
Reed, Laura	Formatting Specialist	BA, English Literature	27

Table 6-3. Dudek Contributors

Name	Title	Qualifications	Years of Experience
Reynolds, Jason	Environmental Planner	BS, City and Regional Planning	29
Ricketts, Matthew	Biologist	MS, Biology/Applied Ecology BS, Natural Resources and Environmental Sciences	23
Rigg, Jonathan	Environmental Planner	MA, Russian and Eastern European Studies BA, International Affairs and Russian Studies	16
Ringenback, Chelsea	Formatting and Production Manager	BA, Journalism	9
Saunders, Joshua	Environmental Planner	MS, Architecture BA, Urban Studies and Planning	19
Schniewind, Eric	Environmental Geologist	BA, Geological Sciences	29
Seals, Amy	Editorial Services Manager	MA, English BA, English	23
Shilling, Fraser	Associate Biologist	PhD, Ecology BS, Biological Sciences	30
Sibbers, Christopher	Project Accountant	Master of Accountancy BS, Music	4
Smith, Jason	IT Systems Analyst Developer	MBA, Business Administration BA, Business Economics	16
Stambaugh, Kara	Formatting Specialist	BA, Economics	11
Starbird, Christopher	GIS Analyst	BA, Geography	17
Steffey, Jennifer	Graphic Designer	BFA, Fine Arts	13
Strobridge, Rachel	GIS Analyst	BA, Geography	10
Taffolla, Steve	Publications Manager	BA, English	15
Valdez, Lisa	Transportation Specialist	MCRP, City and Regional Planning BA, Environmental Studies	25
Varela, Lis	Formatting Specialist	AA, Graphic Design	1
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Wertheimer-Roberts, Hannah	Technical Editor	BA, History	8
Yurovsky, Daniela	Technical Editor	BA, English Literature	6
Zecher, Kirsten	GIS Analyst	BA, Geography	33

6.3 Subconsultants

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Blankinship and Associates Inc.
Clarivate Analytics (US) LLC
Kearns and West Inc.
Paul Hastings (Legal)
Ramboll US Consulting Inc. (Hazardous Materials)
Velo Consulting Group

7 Acronyms

Acronym/Abbreviation	Definition
AB	Assembly Bill
AI	avian influenza
APHIS	Animal and Plant Health Inspection Service
ATV	All-Terrain Vehicle
AVMA	American Veterinary Medical Association
B	Beneficial
BASH	Bird Air Strike Hazard Program
BIA	Bureau of Indian Affairs
BLM	Bureau of Land Management
BMP	best management practice
BTR	Biological Technical Report
CAL FIRE	California Department of Forestry and Fire Protection
CALTIP	Californians Turn In Poachers and Polluters
Caltrans	California Department of Transportation
CC	Cumulatively Considerable
CDFA	California Department of Food and Agriculture
CDFW	California Department of Fish and Wildlife
CDPH	California Department of Public Health
CDPR	California Department of Pesticide Regulation
CEQ	Council on Environmental Quality
CEQA	California Environmental Quality Act
CESA	California Endangered Species Act
CFR	Code of Federal Regulations
CH ₄	methane
CMITS	Controlled Materials Inventory Tracking System
CNEL	Community Noise Equivalent Level
CO ₂	carbon dioxide
CSA	Cooperative Service Agreement
CUPA	Certified Unified Program Agency
dB	decibel
dBA	A-weighted decibels
DEA	U.S. Drug Enforcement Administration
DOC	California Department of Conservation
DPS	Distinct Population Segments
DTSC	Department of Toxic Substances Control
EA	environmental assessment
EIR	environmental impact report
EIS	environmental impact statement
EO	Executive Order
EPA	U.S. Environmental Protection Agency

Acronym/Abbreviation	Definition
ESA	Endangered Species Act
FAA	Federal Aviation Administration
FAC	California Food and Agricultural Code
FBI	Federal Bureau of Investigation
FDA	Food and Drug Administration
FESA	Federal Endangered Species Act
FMMP	Farmland Mapping and Monitoring Project
FONSI	Finding of No Significant Impact
HCP	Habitat Conservation Plan
HUD	Department of House and Urban Development
I&E	immobilization and euthanasia
IME	Institute of Makers of Explosives
in/sec	inches per second
IWG	Interagency Working Group
LCC	Less than Cumulatively Considerable
L _{dn}	day-night average sound level
L _{eq}	equivalent sound level
L _{max}	maximum sound level
LTS	Less than Significant
LTS/M	Less than Significant with Mitigation
MBTA	Migratory Bird Treaty Act
MIS	California Management Information System
MM	Mitigation Measure
MOU	memorandum of understanding
N ₂ O	nitrous oxide
NAHC	Native American Heritage Commission
NAICS	North American Industry Classification System
NASAO	National Association of State Aviation Officials
NASS	National Agricultural Statistics Survey
NCCP	Natural Community Conservation Plan
NEPA	National Environmental Policy Act
NI	No Impact
NOAA	National Oceanic and Atmospheric Administration
NOP	Notice of Preparation
NPS	National Park Service
NS	Not Significant
OSHA	Occupational Safety and Health Administration
PPE	personal protective equipment
PPV	peak particle velocity
PRC	California Public Resources Code
RCNM	Roadway Construction Noise Model
ROD	Record of Decision
RUP	Restricted Use Products

Acronym/Abbreviation	Definition
S	Significant
SC-CH ₄	social cost of methane
SC-CO ₂	social cost of carbon dioxide
SC-GHG	social cost of greenhouse gases
SC-N ₂ O	social cost of nitrous oxide
SDA	Special Designation Area
SRA	State Responsibility Area
SSC	Species of Special Concern
SU	Significant and Unavoidable
SWRCB	State Water Resources Control Board
T&E	threatened and endangered
TCP	tribal cultural property
TCR	tribal cultural resource
UCR	Uniform Crime Reporting Program
USACE	U.S. Army Corps of Engineers
USDA	U.S. Department of Agriculture
USFS	U.S. Forest Service
USFWS	U.S. Fish and Wildlife Service
USGS	U.S. Geological Survey
VHF	very high frequency
WA	Wilderness Area
WDM	wildlife Damage Management
WHM	wildlife hazard management
WHO	World Health Organization
WS	Wildlife Services
WS-California	California Wildlife Services
WSA	Wilderness Study Area

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COOPERATIVE SERVICE AGREEMENT
between
TEHAMA 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 Tehama 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;

Thomas Moss
1834 Walnut St.
Red Bluff, CA 96080
(530) 527-4504
tmoss@tehama.gov

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 Suite 210
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 January 2026 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.: 94-6000543
APHIS-WS's Tax ID: 41-0696271

Cooperator:

_____ County Representative / Title	_____ Date
Tehama County 1834 Walnut St. Red Bluff, CA 96080	

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

_____ Jeffrey Flores, State Director USDA, APHIS, WS 10365 Old Placerville Rd Suite 210 Sacramento, CA 95827	_____ Date
--	---------------

_____ Wendy Anderson, Western Regional Director	_____ Date
--	---------------

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

COOPERATOR:	TEHAMA COUNTY (Cooperator)
COOPERATIVE AGREEMENT NO.:	26-7306-7593-RA
ACCOUNT WBS:	AP.RA.RX06.73.0343
AGREEMENT DATES:	January 1, 2026 – June 30, 2026
AGREEMENT AMOUNT:	\$24,599.84

Pursuant to Cooperative Service Agreement No. 26-7306-7593-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 Tehama 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 **\$24,599.84 for the period of performance (01/01/2026 – 06/30/2026)**. In some cases, the work is done during the period of performance, but expenses posted 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 TEHAMA 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	\$13,226.60	\$7,667.00	\$20,893.60
Travel	\$500	0	\$500
Vehicles	\$3,353.50	\$410.00	\$3,763.50
Other Services	\$4,412.67	\$487.33	\$4,900.00
Supplies and Materials	\$500	0	\$500
Equipment	\$500	0	\$500

Subtotal (Direct Charges)	\$19,347.10	\$8,200.00	\$27,547.10
---------------------------	--------------------	------------	-------------

Pooled Job Costs	11.00%	\$2,128.18		\$2,128.18
Indirect Costs	16.15%	\$3,124.56		\$3,124.56
Agreement Total		\$24,599.84	\$8,200	\$32,799.84

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement but may not exceed: \$24,599.84.

AUTHORIZATION:

TEHAMA COUNTY
 1834 Walnut St.
 Red Bluff, CA 96080

 Representative, Tehama County
TIN# 94-6000543

 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 Tehama County – 01/01/26 – 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.

NOTICE OF DETERMINATION

To: Office of Planning and Research
U.S. Mail
P.O. Box 3044
Sacramento, CA 95812-3044

Street Address:
1400 Tenth St., Rm 113
Sacramento, CA 95814

From: Tehama County Dept. of Agriculture
1834 Walnut Street
Red Bluff, CA 96080
Contact: Thomas A. Moss
Phone: (530) 527-4504

County Clerk
County of Tehama
633 Washington Street, Room 11
Red Bluff, CA 96080

Lead Agency: CA Dept of Food and Agriculture
1220 N Street
Sacramento, CA 95814
Contact: Annette Jones, DVM
Phone: (916) 716-1893

Subject: *Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.*

State Clearinghouse Number (if submitted to State Clearinghouse): 2020099012

Project Title: Integrated Wildlife Damage Management (IWDM) Program in Tehama County

Project Applicant: Tehama County Department of Agriculture

Project Location: Tehama County

Project Description: Approval of an agreement and work and financial plan for the period of 1/1/26 through 6/30/26 with the US Department of Agriculture, Animal & Plant Health Inspection Services for assistance on an Integrated Wildlife Damage Management program. The project can adequately rely on the EIR/EIS for the California Wildlife Damage Management Project dated May 2024 (SCH 2020099012) as described in the Environmental Checklist for California Counties Wildlife Damage Management Project.

This is to advise that the County of Tehama has approved the above described project on January 27, 2026 and has made the following determinations regarding the above described project:

1. The project is within the scope of the program Environmental Impact Report.
2. The project creates no new significant effect and does not make effects substantially more severe.
3. A Project-Specific analysis was prepared for this program pursuant to the provisions of CEQA.
4. Mitigation measures were made a condition of the approval of the project.
5. A mitigation reporting or monitoring plan was adopted for this project.
6. A statement of Overriding Considerations was adopted for this project.
7. Findings were made pursuant to the provisions of CEQA.

This is to certify that the following documents and records of project approval are available to the General Public at:

- 1) EIR: <https://www.regulations.gov/document/APHIS-2020-0081-0026>
- 2) Project Specific Analysis: <https://www.tehama.gov/wp-content/uploads/2026/01/Tehama-WDM-Checklist.pdf>

Signature: _____ Title: _____

Date: _____ Date Received for Filing: _____

Authority cited: Sections 21083, Public Resources Code
Reference Section 21000-21174, Public Resources Code.


E-Contract Review
Approval as to Form

Department Name: County of Tehama – Agricultural Commissioner

Vendor Name: USDA Animal and Plant Health Inspection Service, Wildlife Services

Document Description: Integrated Wildlife Damage Management Cooperative Agreement

APPROVED AS TO FORM:



Office of the Tehama County Counsel

Date: 2/6/26

Daniel B. Klausner, Senior Deputy County Counsel

Advertising Order Confirmation

Red Bluff Daily News

01/13/26 4:22:05PM

Page 1

PO Box 885, Red Bluff, CA 96080 ☐ 530-737-5046 ☐ Adjudicated 1955 - No. 9670

<u>Ad Order Number</u> 0006943551	<u>Customer</u> TEHAMA COUNTY DEPT. OF AGRICULTURE	<u>Payor Customer</u> TEHAMA COUNTY DEPT. OF AGRICULTURE	<u>PO Number</u>
<u>Sales Representative</u> House NVRB	<u>Customer Account</u> 3549517	<u>Payor Account</u> 3549517	<u>Ordered By</u>
<u>Order Taker</u> Susan Fullbright	<u>Customer Address</u> ATTN: ACCOUNTS PAYABLE PO BOX 38 RED BLUFF, CA 96080	<u>Payor Address</u> ATTN: ACCOUNTS PAYABLE PO BOX 38 RED BLUFF, CA 96080	<u>Customer Fax</u>
<u>Order Source</u> Select Source	<u>Customer Phone</u> 530-527-4504	<u>Payor Phone</u> 530-527-4504	<u>Customer EMail</u>
<u>Current Queue</u> Ready	<u>Invoice Text</u> Ordered on 1/13/2026 by sean Houghtby		
<u>Tear Sheets</u> 0	<u>Affidavits</u> 0	<u>Blind Box</u> _____ <u>Materials</u> _____	<u>Promo Type</u> _____
			<u>Special Pricing</u> _____

Advertising Order Confirmation

Red Bluff Daily News

01/13/26 4:22:05PM
Page 2

PO Box 885, Red Bluff, CA 96080 ☐ 530-737-5046 ☐ Adjudicated 1955 - No. 9670

<u>Ad Number</u>	<u>Ad Size</u>	<u>Color</u>	<u>Production Color</u>	<u>Ad Attributes</u>	<u>Production Method</u>	<u>Production Notes</u>
0006943551-01	2 X 58 Li				AdBooker	

<u>External Ad Number</u>	<u>Pick Up</u>	<u>Ad Type</u>	<u>Released for Publication</u>
		Legal Liner	

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on January 27, 2026 at 10:00 a.m., or soon thereafter as may be heard, in the Board Chambers located at 727 Oak St., Red Bluff, California, the Tehama County Board of Supervisors will conduct a public hearing to consider an agreement between Tehama County and United States Department of Agriculture, Animal and Plant Health Inspection Service, Wildlife Services and determine whether further CEQA review is necessary by the Tehama County Department of Agriculture.

All interested persons are invited to attend and be heard. Information regarding the proposed action will be available at the Tehama County Clerk of the Board of Supervisors Office, 633 Washington St., Rm. 12, Red Bluff, California at least ten days prior to the public hearing, and may also be obtained by contacting Tom Moss, Tehama County Agricultural Commissioner, 1834 Walnut Street, Red Bluff, California, (530) 527-4504. Written comments may be delivered at or prior to the public hearing to the Tehama County Clerk of the Board of Supervisors Office, 633 Washington St., Rm. 12, P.O. Box 250, Red Bluff, California, 96080.
Sean Houghtby
Clerk of the Board of Supervisors

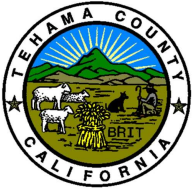
1-16/26

<u>Product</u>	<u>Requested Placement</u>	<u>Requested Position</u>	<u>Run Dates</u>	<u># Inserts</u>
Red Bluff Daily News	Legals CLS NC	Notice of Hearing NC - 1076~	01/16/26	1

Order Charges:

<u>Net Amount</u>	<u>Tax Amount</u>	<u>Total Amount</u>	<u>Payment Amount</u>	<u>Amount Due</u>
62.51	0.00	62.51	0.00	\$62.51

Please note: If you pay by bank card, your card statement will show "CAL NEWSPAPER ADV" or "CALIFORNIA NEWSPAPER ADVERTISING SERVICES", depending on the type of card used.



Tehama County

Agenda Request Form

File #: 26-0064

Agenda Date: 1/27/2026

Agenda #: 17.

DEPARTMENT OF AGRICULTURE / DIVISION OF ANIMAL SERVICES

Requested Action(s)

a) AGREEMENT - Request approval and authorization for the Director of Animal Services to sign Amendment No. 1 to the Agreement #UCDPO00007561 (Misc. Agree. 2024-019) with The Regents of the University of California on behalf of its UC Davis Campus School of Veterinary Medicine on behalf of its Koret Shelter Medicine Program, thereby extending the expiration date to 6/30/26

b) TRANSFER OF FUNDS: ANIMAL SERVICES, B-36- From Misc. Grants (2078-466081), \$4,743.55; and from Other Government Agencies (2078-450740), \$26,873.45 to Contingency (1109-59000); and from Contingency (1109-59000), \$31,617 to Salary & Wages (2078-51010), \$26,562; PERS Retirement (2078-51020), \$2,582; OASDI (2078-51021), \$2,059; Unemployment Insurance (2078-51031), \$54; and to Deferred Comp (2078-51050), \$360 (**Requires 4/5's vote**)

Financial Impact:

The funds for this action are from a combination of residual grant funds from the UC Davis More Pets and People Together Grant, \$4,743.55 and additional revenue to be received in Other Government Agencies (2078-450740), \$26,873.45.

Background Information:

The term of the agreement is hereby amended to extend the expiration date from December 31, 2025, to a new expiration date of June 30, 2026. All other terms and conditions of the agreement shall remain the same.

In FY 23/24 the Division of Animal Services was awarded the More Pets and People Together Grant by UC Davis School of Veterinary Medicine which provided \$145,000 to fund an Animal Services Coordinator - Limited Term (Coordinator) position through a sunset date of 12/31/25.

On 11/25/25, the Board approved the Division's request to extend the current Coordinator allocation through the end of the fiscal year, beyond its current sunset date of 12/31/25 to 6/30/26. This role has become critical to operations, as it covers the front half of the week and serves as the sole client services staff member on Sundays, Mondays, and alternating Tuesdays. Responsibilities include volunteer onboarding and training, coordination of special events during the front half of the week, processing adoptions, returns to owners, rescue transfers, and issuing dog licenses to the public.

The requested transfer of funds is necessary to cover the salary and benefits costs of the Coordinator for an additional six months and to prevent a budget shortfall.

FIRST AMENDMENT TO SHELTER SERVICES AGREEMENT
(Tehama County Animal Services)

THIS FIRST AMENDMENT is made to the University of California, Davis campus agreement # UCDPO00007561 between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (“**University**”) on behalf of its UC Davis Campus School of Veterinary Medicine on behalf of its Koret Shelter Medicine Program (“**Facility**”) and TEHAMA COUNTY ANIMAL SERVICES (“**Shelter**”).

The parties to the above-referenced agreement agree as follows:

1. Term. The term of the agreement shall be amended to extend through June 30, 2026.
2. Other Terms. All other terms and conditions of the agreement shall remain the same.

IN WITNESS WHEREOF, the parties have executed this amendment on the dates set forth below.

TEHAMA COUNTY
ANIMAL SHELTER

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

By: _____

By: **Steven Kobayashi** Digitally signed by Steven Kobayashi
Date: 2025.11.21.08:40:59 -08'00'

Print Name: _____

Steven Kobayashi, Associate Director
Procurement & Contracting Service
UC Davis

Title: _____

Date: _____

Date: November 21, 2025

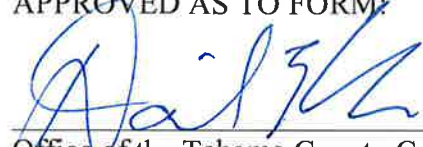
E-Contract Review
Approval as to Form

Department Name: Tehama County Agriculture Commissioner – Division of Animal Services

Vendor Name: UCDavis-Koret Shelter Medicine Program

Document Description: Amendment to Agreement for shelter assistance program

APPROVED AS TO FORM:



Office of the Tehama County Counsel
Daniel B. Klausner, Senior Deputy County Counsel

Date: 1/7/26

Tehama County Auditor's Office
BUDGET APPROPRIATION INCREASE REQUEST

B-36

DEPARTMENT NAME Animal Services

Auditor Number 1/15/2026
 Date: 1/15/2026

I am requesting an increase to my budget appropriates as listed below:

Check one "Previous Year Revenue" "New Revenue"

Funding Sources

UC Davis More Pets and People Together Grant Funds
Unanticipated revenue to be received in Other Government Agencies

***Note **General Fund and Public Safety "MUST" use Contingency when increasing budget**

Increase Revenue Budget				Increase Expenditure Budget			
FUND DEPT NO	ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT	FUND DEPT NO	ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
2078	466081	Miscellaneous Grants	\$ 4,743.55	101-1109	59000	Contingency	\$ 31,617.00
2078	450740	Other Government Agencies	\$ 26,873.45	2078	51010	Salary & Wages	\$ 26,562.00
101-1109	59000	Contingency	\$ 31,617.00	2078	51020	PERS	\$ 2,582.00
				2078	51021	OASDI	\$ 2,059.00
				2078	51031	Unemployment Insurance	\$ 54.00
				2078	51050	Deferred Comp	\$ 360.00
Total Journal			\$ 63,234.00	Total Journal			\$ 63,234.00

TRANSFER APPROVED

Ana Zamazona 1/15/2026

[Signature]
 SIGNATURE OF REQUESTING OFFICIAL DATE

AUDITOR DATE

BOARD OF SUPERVISORS DATE

A-117
 07/2018

SHELTER SERVICES AGREEMENT
(Tehama County Animal Services)

THIS SHELTER SERVICES AGREEMENT (“**Agreement**”) is made and entered into as of the date last signed below by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (“**University**”) on behalf of its Davis Campus School of Veterinary Medicine on behalf of its Koret Shelter Medicine Program (“**Facility**”) and TEHAMA COUNTY ANIMAL SERVICES (“**Shelter**”) in connection with the California for All Animals statewide animal shelter assistance program (“**Program**”).

The parties agree as follows:

1. **Shelter Services.** Shelter shall adhere to the scope of work described in “**Exhibit A**”, attached hereto and by this reference made a part hereof (collectively the “**Services**”). University shall reimburse Shelter for costs (“**Expenses**”) pursuant to Section 2 below and as outlined in Exhibit A. “**Deliverables**” shall consist of report(s) and photographs, as applicable, as more fully described in Exhibit A. Additional work shall be performed only if authorized in advance by written amendment to this Agreement executed by both parties. To the extent that any provision of Exhibit A is inconsistent with this Agreement, this Agreement shall take precedence.
2. **Payment by University.** In consideration of Shelter’s Expenses as described in Exhibit A, Facility shall pay Shelter an amount not to exceed \$150,000 upon invoice from Shelter and final signature of this Agreement. Payment questions should be addressed to Nancy Bei at telephone number (530) 754-9183 or at e-mail address nmbei@ucdavis.edu.
3. **Term.** Services shall be rendered from January 1, 2024 through December 31, 2025.
4. **Endorsement Disclaimer.** Nothing in this agreement shall be interpreted to indicate, imply, or otherwise suggest (i) that University supports, endorses, favors, or advances, any product or service offered, connected, or affiliated with Shelter; or (ii) that University endorses, favors, supports, or opposes, any proposal, measure, program of action, campaign, or public appeal that is advocated, promoted, advanced, or opposed by any other person or entity with respect to the subject matter presented by Shelter.
5. **Amendment.** This Agreement may be amended at any time by amendment in writing and signed by the parties, and no other change in any term or condition shall be valid or binding unless made by amendment.
6. **Mutual Indemnification.** The parties agree to defend, indemnify and hold one another harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from the performance of this agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, students, or employees.

7. **Insurance.** The parties at their own respective costs shall carry sufficient insurance, or programs of self-insurance (general liability, workers' compensation, and auto liability), adequate to cover any claims arising from their respective activities under this Agreement.
8. **Force Majeure.** Neither party shall be liable for damages suffered by the other party because of University's or Shelter's failure to perform if failure is due to any cause beyond that party's control.
9. **Relationship of the Parties.** The parties to this Agreement shall be and remain at all times independent contractors, neither being the employee, agent, or representative of the other in their relationship under this Agreement.
10. **Use of University's Name.** Shelter shall not use the name or mark of University in any form or manner in advertisements, reports, or other information released to the public without the prior written approval of University.
11. **Contract Compliance.** As applicable, if this Agreement is funded wholly or in part with by a grant or contract from an agency of any state or federal government, Shelter shall comply with all terms and conditions applicable to recipients of such funds and their contractors.
12. **Notice.** Any notice, request, or inquiry regarding the provisions of this Agreement, its termination, or similar matters shall be directed to the appropriate party at the following address:

UNIVERSITY (regarding contracts)
 Steven Kobayashi
 Business & Revenue Contracts
 University of California, Davis
 One Shields Ave.
 Davis, CA 95616
 E-mail: stkobayashi@ucdavis.edu

SHELTER (regarding contracts)
 Christine McClintock
 Animal Care Center Manager
 Tehama County Animal Services
 1830 Walnut St,
 Red Bluff, CA 96080
 E-mail: cmclintock@tcanimals.org

UNIVERSITY (regarding project)
 Karol Tapias
 School of Veterinary Medicine
 University of California, Davis
 One Shields Ave.
 Davis, CA 95616
 E-mail: ketapias@ucdavis.edu

13. **University's Right to Use Data.** University shall have the unrestricted right to use for its own purposes, including publication, any data or information which may be developed, provided by or arising in connection with the performance of this Agreement.
14. **Governing Law.** This Agreement shall be construed pursuant to California law.

15. **Federal Exclusion Warranty.** Shelter warrants that it is not excluded from participation in any governmental sponsored program, including, without limitation, the Medicare, Medicaid, or Champus programs (<http://exclusions.oig.hhs.gov/search.html>) and the Federal Procurement and Nonprocurement Programs (<https://www.sam.gov/index.html/##11#1>). This agreement shall be subject to immediate termination in the event that Shelter is excluded from participation in any federal healthcare or procurement program.
16. **Audit Requirements.** The Agreement, and any pertinent records involving activities related to the services provided pursuant to the terms and conditions of this Agreement, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after the date of final payment hereunder. Shelter hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by University and any duly authorized local, state and/or federal agencies. Any and all examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, without limitation, the costs associated with the administration of this Agreement.
17. **Termination.** University may terminate this Agreement at any time by giving Shelter thirty (30) calendar days' written notice of such action. If this Agreement is terminated, Shelter shall retain any funds expended or committed for the purposes of this Agreement and will return any unexpended funds.
18. **Entire Agreement.** This Agreement constitutes the entire understanding of the parties respecting the subject matter hereof and supersedes any prior understanding or agreement between them, written or oral, regarding the same subject matter.

AGREED:

TEHAMA COUNTY
ANIMAL SERVICES

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

By: Doni Rulofson
(authorized signature)

By: Steven Kobayashi
Digitally signed by Steven Kobayashi
 DN: cn=Steven Kobayashi, o=Regents of the
 University of California, ou=Procurement &
 Contracting Services,
 email=stkobayashi@ucdavis.edu, c=US
 Date: 2024.02.08 10:29:00 -0800

Print name: Doni Rulofson
 Title: Director of Animal Services

Steven Kobayashi, Associate Director
 Business & Revenue Contracts
 UC Davis

Date: 1-23-24

Date: February 8, 2024

Exhibit A

Scope of Work

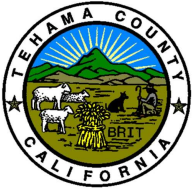
1. Purpose of the work: *Tehama County Animal Services will add an additional Animal Services Coordinator to oversee their new community outreach programs and will establish public microchip scanning stations.*
2. Roles and responsibilities of each party: *Tehama County Animal Services will provide historical data from 2018 to 2022, and annual data through 2026 to UC Davis Koret Shelter Medicine Program in support of the California for All Animals (CA4AA) program. KSMP will support the shelter to comply with data requirements. No University equipment will be used.*
3. Dates and times will the work be completed: *Work will be completed during the contract period of January 1, 2024 through December 31, 2025.*
4. Location where work will be performed: *1830 Walnut St, Red Bluff, CA 96080*
5. Required deliverables: *One final report will be required upon completion of the program. Additional touch points during the grant will be discussed with project officer.*
6. Project milestones: *Program pilot to be completed by December 31, 2025.*
7. Total cost of the services: *Total of services not to exceed \$150,000. No construction costs will be funded through this grant.*

Items:

- *Staffing* *\$145,000*
- *Microchip scanners* *\$5,000*

Total expenses: \$150,000

8. Payment schedule: *Payment will be upon execution of the agreement.*
9. Anticipated additional work: *Additional work is not anticipated at this time.*



Tehama County

Agenda Request Form

File #: 26-0042

Agenda Date: 1/27/2026

Agenda #: 18.

AUDITOR / CONTROLLER - Auditor / Controller Krista Peterson

Requested Action(s)

a) Request approval and authorization for the Chair to sign the audit letter requesting information from County Counsel with regards to contingencies related to litigation, claims, and assessments, thereby giving consent for County Counsel to provide the requested information to the audit firm of CliftonLarsonAllen, LLP

Financial Impact:

There is no Financial Impact.

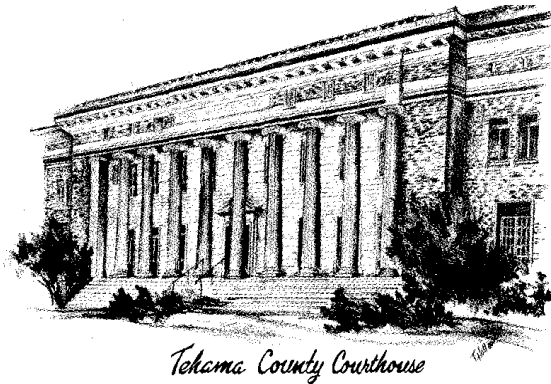
Background Information:

The county's audit firm CliftonLarsonAllen (CLA) is requesting information from County Counsel for the countywide audit for fiscal year 2022/2023. The firm is requesting information concerning contingencies involving matters that have taken substantive attention on behalf of the County of Tehama with a potential cost of more than \$25,000. This information is requested annually for the audit, but has historically been requested by the Auditor-Controller. County Counsel responds annually that they are unable to comply with the request because the direction has not come from the Board of Supervisors. Signing this letter gives the Board's consent for County Counsel to provide the information requested.

Board of Supervisors
COUNTY OF TEHAMA

Gabriel Hydrick
Chief Administrator

District 1 – Rob Burroughs
District 2 – Tom Walker
District 3 – Pati Nolen
District 4 – Matt Hansen
District 5 – Greg Jones



January 9, 2026

Office of County Counsel
County of Tehama
727 Oak Street, Suite 223
Red Bluff, CA 96080

In connection with an audit of our financial statements as of June 30, 2025, and for the year ended, please furnish our auditors, CliftonLarsonAllen LLP, 915 Highland Pointe Drive, Suite 300, Roseville, California 95678, with the information requested below concerning contingencies involving matters with respect to which you have been engaged and to which you have devoted substantive attention on behalf of County of Tehama in the form of legal consultation or representation. Please email your response directly to Joey Judson at Joseph.Judson@claconnect.com. This letter will serve as our consent for you to furnish our auditors all the information requested herein and to discuss applicable matters with our auditor. This request is limited to contingencies potentially amounting to \$25,000 individually or items involving lesser amounts that potentially exceed \$300,000 in the aggregate. We do not intend that either our request to you to provide information to our auditor or your response to our auditor should be construed in any way to constitute a waiver of the attorney-client privilege or the attorney work-product privilege.

Pending or threatened litigation, claims, and assessments (excluding unasserted claims and assessments)

Please prepare a description of all material pending or threatened litigation, claims, and assessments (excluding unasserted claims and assessments). The description of each matter should include:

1. The nature of each matter,
2. The progress of the matter to date,
3. How the entity is responding or intends to respond (for example, to contest the matter vigorously or to see an out-of-court settlement), and
4. An evaluation of the likelihood of an unfavorable outcome and an estimate, if one can be made, of the amount or range of potential loss.

Also, please identify any pending or threatened litigation, claims, and assessments with respect to which you have been engaged, but as to which you have not yet devoted substantive attention.

Unasserted claims and assessments

We have represented to our auditors that there are no unasserted possible claims or assessments that you have advised us are probable of assertion and must be disclosed in accordance with the applicable requirements of Governmental Accounting Standards Board (GASB) Statement No. 62.

We understand that whenever, in the course of performing legal services for us with respect to a matter recognized to involve an unasserted possible claim or assessment that may call for financial statement disclosure, you have formed a professional conclusion that the entity should disclose or consider disclosure concerning such possible claim or assessment, as a matter of professional responsibility to us, you will so advise us and will consult with us concerning the question of such disclosure and the applicable requirements of GASB Statement No. 62. Please specifically confirm to our auditors that our understanding is correct.

Response

Your response should include matters that existed as of June 30, 2025, and during the period from that date to the effective date of your response. Please specify the effective date of your response if it is other than the date of reply.

Please specifically identify the nature of, and reasons for, any limitations on your response.

Our auditors expect to have the audit completed by about February 16, 2026. They would appreciate receiving your reply by that date with a specified effective date no earlier than February 13, 2026. You may also be requested to provide updates to your written response at a later date. We appreciate your timely response to such requests.

Other matters

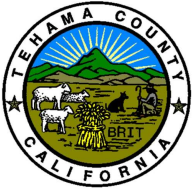
Please indicate the amount we are indebted to you for services and expenses (billed and unbilled) on June 30, 2025.

Sincerely,

Signature

Tom Walker
Name

Chairman, Tehama County Board of Supervisors



Tehama County

Agenda Request Form

File #: 26-0004

Agenda Date: 1/27/2026

Agenda #: 19.

TEHAMA COUNTY AIR POLLUTION CONTROL DISTRICT - Air Pollution Control Officer Joseph Tona

Requested Action(s)

a) AGREEMENT - Request approval and authorization for the Air Pollution Control Officer to accept and sign the Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities-Implementation and Enforcement Grant Award Agreement from the California Air Resources Board (CARB) in the amount of \$15,000, effective 1/1/26 through 12/31/26

Financial Impact:

This grant agreement provides \$15,000 in funding for implementation and enforcement of the CARB Oil and Gas Regulation. No match funding is required.

Background Information:

On 3/23/17, the California Air Resources Board (CARB) adopted the Greenhouse Gas Emissions Standards for Crude Oil and Natural Gas Facilities Regulation (Oil and gas Regulation) that limits Greenhouse Gas emissions from crude oil and natural gas production facilities. The regulation is applicable to onshore and offshore crude oil or natural gas production facilities, crude oil storage, natural gas underground storage, natural gas processing plants, and natural gas boosting and compressor stations.

CARB proposed that districts implement all or portions of the new regulation through a Memorandum of Agreement (MOA). The MOA was approved by the Board on 2/27/18. Should the Board confirm the Grant Agreement, the District will receive \$15,000 to enforce the oil and gas regulation.

TEHAMA COUNTY AUDITOR'S OFFICE
GRANT FUNDING INFORMATION
(Attach full copy of application and/or Notice of Award)

AUDITOR USE ONLY

DEPARTMENT TCAPCD	NAME OF CONTACT Joseph Tona	PHONE NUMBER 530-527-3717	BUDGET UNIT 601
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TITLE OF GRANT: Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities-Implementation and Enforcement

GRANTOR AGENCY: California Air Resources Board

GRANT OBJECTIVES: Implementation and Enforcement of the CARB Oil and Gas Regulation

GRANT I.D. NO.: G25-OGG-14 Federal Catalog No. (If Applicable) N/A

GRANT PERIOD: FROM: 01/2026 TO: 12/2026 Applicable Code and/or Legislative Reference: N/A

DATE APPLICATION APPROVED BY BOARD: _____ DATE BOARD ACCEPTED FUNDS OR APPROVED CONTRACT: _____

IS GRANT RENEWABLE? (Check all applicable)

Yes	No	Annually	Indefinite	Specific No. of Years
X		X		

GRANT FUNDING	FISCAL YEAR: 24/25	FISCAL YEAR: 25/26
FEDERAL		
STATE	\$7,500	\$7,500
OTHER		
1. TOTAL GRANT FUNDS	\$7,500	\$7,500

COUNTY FUNDING		
HARD MATCH (dollars)	\$0	\$
SOFT MATCH (In-kind)	0	
2. TOTAL COUNTY MATCH	\$0	\$

USE OF FUNDS		
PERSONNEL (attach detail)	\$7,500 (@\$92.50 hourly rate)	\$7,500
SERVICES/SUPPLIES	\$	\$
EQUIPMENT		
OTHER CHARGES		
TOTAL FUNDS (must also= 1+2 above)	\$7,500	\$7,500

IF HARD MATCH REQUIRED, IDENTIFY FUNDING SOURCE: **No match required.**

IS MATCH FUNDING APPROPRIATED WITHIN EXISTING BUDGET? YES NO X


METHOD OF PAYMENT OF GRANT FUNDS: REIMBURSE: ADVANCE: X

ANTICIPATED DATE(S) OF RECEIPT OF GRANT FUNDS: Winter 2026

EXPENDITURE DEADLINE: December 31, 2026

IS INTEREST EARNING ON GRANT FUNDS REQUIRED BY LAW? YES X NO

WILL THERE BE IMPACTS TO HOUSING, STAFF OR OTHER COUNTY SUPPORT SERVICES? (If yes, please explain. Use attachment if needed.) YES NO X

DEPARTMENT HEAD SIGNATURE:  DATE: 12/19/2025

Form A-135 (Rev 8-21-07) **711**

Grant Agreement Cover Sheet

1. Grant Agreement Cover Sheet

Grant Number: G25-OGG-14	
Name of Grant Program: Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities - Implementation and Enforcement	
Grantee Name: Tehama County Air Pollution Control District	
Taxpayer's Federal Employer Identification Number: 94-6000543	
Total Grant Amount Not to Exceed: \$ 15,000.00	
Amount Spelled Out: Fifteen Thousand Dollars and Zero Cents	
Start Date: 1/1/2026	End Date: 12/31/2026

This legally binding Grant Agreement, including this cover sheet and Exhibits attached hereto and incorporated by reference herein, is made and executed between the State of California, California Air Resources Board (CARB) and Tehama County Air Pollution Control District (the "Grantee").

2. Other Special Terms

Other Special Terms: N/A

3. Exhibits

Exhibit A - Grant Provisions
Exhibit B - Work Statement
Exhibit B, Attachment I Budget Summary

Grant Agreement Cover Sheet

Exhibit B, Attachment II Implementation and Enforcement of CARB's Oil and Gas Regulation Budget
Exhibit B, Attachment III Project Schedule
Exhibit B, Attachment IV N/A
Exhibit C - Sample Annual Report Summary
Exhibit D - N/A
Exhibit E - N/A
Exhibit F- N/A

This Agreement is of no force or effect until signed by both parties. Grantee shall not commence performance until this Agreement is signed by both parties and grantee receives written approval from CARB to commence performance.

The undersigned certify under penalty of perjury that they are duly authorized to bind the parties to this Grant Agreement.

4. Grantee

Grantee's Name: Tehama County Air Pollution Control District	
Grantee's Authorized Signatory Name (print or type):	
Signature of Grantee (as authorized in resolution, letter of commitment, or letter of designation):	
Title:	Date:
Grantee's Address (including street, city, state, and zip code): 1834 Walnut Street, Red Bluff, California 96080	

5. State of California

State Agency Name: California Air Resources Board	
CARB's Authorized Signatory Name (Print or Type): Alice Kindarara	
Signature of CARB's Authorized Signatory:	
Title: Branch Chief, Acquisitions	Date:
State Agency Address: 1001 I Street, Sacramento, CA 95814	

EXHIBIT A – Grant Provisions

A. The parties agree to comply with the requirements and conditions contained herein, as well as all commitments identified in the Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities implementation, and enforcement as outlined in the Memorandum of Agreement between the California Air Resources Board and the Tehama County Air Pollution Control District.

B. GRANT SUMMARY AND AMENDMENTS (IF APPLICABLE)

Project Title: Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities – Implementation and Enforcement.

Grant Funding Amount: **\$15,000.00**

C. GRANT PARTIES AND CONTACT INFORMATION

This Grant is from the California Air Resources Board (hereinafter referred to as CARB or the Board) to the Tehama County Air Pollution Control District (hereinafter referred to as Grantee).

1. The CARB Project Liaison is Shobhit Mehrotra. Correspondence regarding this project must be directed to:

Mr. Shobhit Mehrotra
California Air Resources Board
Industrial Strategies Division
PO Box 2815
Sacramento, California 95812
(279) 216-0959
shobhit.mehrotra@arb.ca.gov

2. The Grantee Liaison is Joseph Tona. Correspondence regarding this project must be directed to:

Joseph Tona
Air Pollution Control Officer
Tehama County Air Pollution Control District
1834 Walnut Street
Red Bluff, California 96080
(530) 527-3717 x 101
jtona@tehcoapcd.net

D. SCOPE OF WORK

The Grantee shall implement and enforce the CARB Oil and Gas Regulation in the Tehama County Air Pollution Control District as follows:

1. Issue Notices of Violation (NOV) or other citations for violations of any portion of the CARB Oil and Gas Regulation;
2. Supply an accounting summary of funds expended; and
3. Establish and Maintain Project Records

As further described below, records include, but are not limited to, Grantee financial and project records, including inspection reports, NOVs and their resolution and the amount of any penalties. All project records must be retained during the Grant period, and for three years after final payment under the Grant. Upon completion of the third year of record retention, the Grantee must submit all project records to CARB.

E. FISCAL ADMINISTRATION

1. Budget

- a. The maximum amount of this Grant is \$15,000.00. Under no circumstances will CARB reimburse the Grantee for more than this amount.

2. Project Funding

- a. Project funds may be used for expenses related to the implementation and enforcement of the CARB Oil and Gas Regulation. Expenditures may include, but are not limited to new equipment purchases, database development, and personnel.
- b. Year seven funding for the implementation and enforcement of the CARB Oil and Gas Regulations will be disbursed upon receipt of the following:
 - i. Fully executed Grant Agreement;
 - ii. Annual Report Summary Template filled out with additional information attached hereto as Exhibit C between CARB and Tehama County Air Pollution Control District and;
 - iii. A completed Grant Disbursement request form for \$15,000.00.

3. Suspension of Payments and Grant Termination

- a. CARB reserves the right to terminate this Grant upon 30 days written notice to the Grantee. In case of early termination, the Grantee will submit a report covering activities up to, and including, the termination date and following the requirements specified herein and immediately return remaining funds.
- b. CARB reserves the right to immediately terminate this Grant in accordance with Section I (General Grant Provisions, paragraph 23).
- c. Upon termination, remaining Grant funds must be immediately returned to CARB.

4. Documentation of Administration Funds

Administrative costs include: the Grantee's personnel costs; fringe benefit costs; operating costs (including rent, supplies, and equipment); indirect costs (general administrative services, office space, and telephone services); travel expenses and per diem rates set at the rate specified by California Department of Human Resources (CalHR)¹; overhead; consultant fees (if pre-approved by CARB); and printing, records retention, and mailing costs.

- a. The Grantee must maintain documentation of all project administration funds, including the following:
 - i. Personnel documentation must make use of timesheets or other labor tracking software. Duty statements or other documentation may also be used to verify the number of staff and actual hours, or percent of time staff is devoted to project administration.
 - ii. Administration funds for subcontractor(s) must be documented with copies of the contract and invoices;
 - iii. Printing, mailing, records retention, and travel expenses must be documented with receipts and/or invoices;
 - iv. **Any reimbursement for necessary travel and per diem must be at rates not to exceed those amounts paid to the State's represented employees.** No travel outside the State of California will be reimbursed unless prior written authorization is obtained from CARB. CalHR's travel and per diem reimbursement amounts may be found online at <http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>.

¹ Under no circumstances should the Grantee exceed travel expenses and per diem rates set by CalHR.

Reimbursement must be at the State travel and per diem amounts that are current as of the date costs are incurred by the Grantee; and

- b. The above documentation, records, and referenced materials must be made available for review during monitoring visits and audits by CARB, or its designee. These records must be retained for a minimum of three years after full payment and completion of the grant.

F. PROJECT MONITORING

1. Meetings with CARB

- a. Site visits: Site visits may be established by the CARB Project Liaison during the term of this grant.

G. DOCUMENTING EXPENDITURE OF STATE FUNDS

The Grantee must provide CARB with documentation accounting for the proper expenditure of CARB funds. The documentation must be provided with the Grant Disbursement Request Form.

H. OVERSIGHT AND ACCOUNTABILITY

The Grantee must comply with all oversight responsibilities identified herein.

1. CARB or its designee reserves the right to audit at any time during the duration of this grant the Grantee's costs of performing the grant and to refuse payment of any reimbursable costs or expenses that in the opinion of CARB or its designee are unsubstantiated or unverified. The Grantee shall cooperate with CARB or its designee including, but not limited to, promptly providing all information and documents requested, such as all financial records, documents, and other information pertaining to reimbursable costs, and any matching costs and expenses.
2. The Grantee shall retain all records referred to above and provide them for examination and audit by the State for a minimum of three years after full payment and completion of the grant.
3. The Grantee shall develop and maintain accounting procedures to track reservations and expenditures by grant award, fiscal year, and of all funding sources.
4. The Grantee shall store all records in a secure and safe storage facility that maintains confidentiality and provides fire and natural disaster protection. Files

must be retained for a minimum of three years after full payment and completion of the grant.

I. GENERAL GRANT PROVISIONS

1. **Amendment:** No amendment or variation of the terms of this Grant Agreement shall be valid unless made in writing, signed by all parties and approved as required. No oral understanding or agreement not incorporated in the Grant Agreement is binding on any of the parties.
2. **Americans With Disabilities Act (ADA):** Grantee must ensure that writings, products, and services submitted, uploaded, or otherwise provided to CARB by Grantee or recipients of grant funds, which is intended to be publicly posted or otherwise distributed to the public by CARB, Grantee, and/or any recipients, comply with Web Content Accessibility Guidelines 2.0, level AA, and otherwise meet the accessibility requirements set forth in California Government Code Sections 7405 and 11135, Section 202 of the federal Americans with Disabilities Act (42 U.S.C. § 12132), and Section 508 of the federal Rehabilitation Act (29 U.S.C. § 794d) and the regulations promulgated thereunder (36 C.F.R. Part 1194) (collectively, the “Accessibility Requirements”). For any writing provided to CARB in PDF format, Grantee shall, upon request, also provide an electronic version in the original electronic format (for example, Microsoft Word or Adobe InDesign). Grantee’s obligations under this provision do not apply to writings, products, and services submitted using forms, templates, or documents provided by CARB. CARB may require Grantee to provide proof of compliance with the requirements described above, and may, at its discretion, perform testing to verify compliance. Grantee agrees to respond to and resolve any complaint brought to its attention regarding accessibility of deliverables provided under this Grant. Deviations from the Accessibility Requirements are permitted only upon the written consent of CARB.
3. **Assignment:** This Grant is not assignable by the Grantee, either in whole or in part, without the consent of CARB in the form of a formal written amendment.
4. **Availability of funds:** CARB’s obligations under this Grant Agreement are contingent upon the availability of funds. In the event funds are not available, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement.
5. **Audit:** Grantee agrees that CARB, the California Department of General Services, California Department of Finance, the California State Auditor, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant and all State funds received. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after the term of this Grant is completed, unless a longer period of records retention is stipulated. Grantee agrees to allow the

auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include similar right of the State to audit records and interview staff in any Grant or Contract related to performance of this Agreement.

- 6. Compliance with law, regulations, etc.:** The Grantee agrees that during the term of this Grant Agreement it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal, State, and local laws in performing under this Grant Agreement or any agreement funded by this Grant.
- 7. Confidentiality:** No record that has been designated as confidential by CARB, shall be disclosed by the Grantee unless Grantee determines that disclosure is legally required by law, regulation, subpoena, or judicial or governmental order. To the extent notice is permitted, Grantee shall notify CARB of its intent and the reasons for the disclosure at least 10 days prior to the planned disclosure.
- 8. Conflict of interest:** The Grantee certifies that it is in compliance with applicable State and/or federal conflict of interest laws.
- 9. Disbursement Deadline:** The funds specified in this Grant Agreement must be disbursed by CARB to Grantee by June 30, 2027.
- 10. Disbursement Request:** The Grantee shall initially submit a draft Grant Disbursement Request to the CARB project liaison to complete a Grant Disbursement Request package pre-review.

Grantee shall submit all Grant Disbursement Requests to CARB's Accounting Branch at accountspayable@arb.ca.gov with a CC to ISDcontracts@arb.ca.gov. Grantee must submit this electronically, based on CARB's current electronic submission guidance at the time of request. Requests for payment must be made with the Grant Disbursement Request Form and contain all documentation required with the form.

Grant disbursement requests must be submitted by the Grantee to CARB no later than February 13, 2026 to ensure adequate time for processing prior to the end of CARB's fiscal year.

- 11. Disputes:** The Grantee shall continue with the responsibilities under this Grant Agreement during any dispute. Grantee staff or management may work in good faith with CARB staff or management to resolve any disagreements or conflicts arising from implementation of this Grant Agreement. However, any disagreements that cannot be resolved at the management level within 30 days of when the issue is first raised with CARB staff shall be subject to resolution by the CARB Executive Officer, or his designated representative. Nothing contained in this paragraph is intended to limit any rights or remedies that the parties may

have under law.

- 12. Environmental justice:** In the performance of this Grant Agreement, the Grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that seeks to ensure the fair treatment of people of all races, cultures, incomes, and national origins, including priority populations (e.g., disadvantaged communities, low-income communities, and low-income households) of the State.
- 13. Executive Order N-6-22 – Russia Sanctions:** On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts and grants with, and to refrain from entering any new contracts and grants with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine that Grantee is a target of Economic Sanctions or is knowingly conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Grant Agreement pursuant to the terms of this Grant Agreement.
- 14. Fiscal management systems and accounting standards:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of federal, State, or local law or this Grant Agreement. Unless otherwise prohibited by law, the Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.
- 15. Force majeure:** Neither CARB nor the Grantee must be liable for or deemed to be in default for any delay or failure in performance under this Grant Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, government orders, national or state declared pandemics, lockouts, labor disputes, fire, flood, earthquakes or other physical natural disaster. If either party intends to invoke this clause to excuse or delay performance, the party invoking the clause must provide written notice to the other party immediately but no later than within fifteen (15) calendar days of when the force majeure event even occurs and reasons that the force majeure event is preventing that party from or delaying that party in performing its obligations under this Grant. CARB may terminate this Grant Agreement immediately in writing without penalty in the event Grantee invokes this clause.

If the Grant Agreement is not terminated by CARB pursuant to this clause, upon

completion of the event of force majeure, the Grantee must as soon as reasonably practicable recommence the performance of its obligations under this Grant Agreement. The Grantee must also provide a revised schedule to minimize the effects of the delay caused by the event of force majeure. An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event.

16. Funding Prohibitions for Sectarian Purposes and Non-Public Schools:

Grantee and Grant Recipients may use or authorize the use of CARB-provided funds only in any manner that is consistent with applicable laws, including California Constitution, article XVI, section 5, and article IX, section 8 (prohibiting grant fund awards to non-public schools), and federal law. CARB reserves the right to obtain additional information from Grantee and others to determine compliance with the California Constitution, article XVI, section 5, and article IX, section 8. Failure by Grantee to provide any information requested by CARB may result in denial of Grant Funds or termination of this Grant Agreement pursuant to the terms of this Grant Agreement.

17. GenAI Technology Use and Reporting:

i. Definitions:

1. “Generative AI (GenAI)” means “an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data.” (Gov. Code § [11549.64.](#))
2. “Deliverable” means “software, services, goods, works of authorship, and any other items (e.g., reports, documentation) to be delivered pursuant to this Grant Agreement, including any incidental items.”

ii. Grantee must notify CARB in writing, within 15 days, or a longer period agreed to by CARB, and require their contractors or subcontractors to notify CARB in writing in the same timeframe, if they:

- (1) Intend to provide GenAI as a deliverable to CARB; or,
- (2) Intend to utilize any previously unreported GenAI, including GenAI from third parties, to complete all or a

portion of any deliverable that materially impacts:

- (i) Functionality of a State system;
- (ii) Risk to the State; or,
- (iii) Performance under this Grant Agreement.

For avoidance of doubt, the term “materially impacts” shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

- iii. Notification shall be provided to CARB’s project liaison identified in this Grant Agreement.
- iv. At the direction of CARB, Grantee shall discontinue, and require their contractors or subcontractors to discontinue, the provision to CARB of any previously unreported GenAI that results in a material impact to the functionality of a State system, risk to the State, or Grant performance, as determined by CARB.
- v. If the use of previously undisclosed GenAI is approved by CARB, then upon request by CARB, Grantee will amend the Grant Agreement accordingly, and their related agreements with Grant Recipients, which may include incorporating the [GenAI Special Provisions](#) into these agreements, at no additional cost to the State.

CARB, at its sole discretion, may consider Grantee’s failure to disclose or discontinue the provision or use of GenAI as described above, or to incorporate terms as requested in this section into their agreements with contractors or subcontractors, to constitute a material breach of the Grant Agreement when such failure results in a material impact to the functionality of the system, risk to the State, or Grant performance. CARB is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the Grant Agreement pursuant to the terms stated herein.

18. Governing law and venue: This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. CARB and the Grantee hereby agree that any action arising out of this Grant Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign

immunity for the purposes of this Grant Agreement.

- 19. Grantee's responsibility for work:** The Grantee shall be responsible for work and for persons or entities engaged in work, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee must be responsible for any and all disputes arising out of its contract for work on the Project, including, but not limited to, payment disputes with contractors, subcontractors, and providers of services. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance or payment of work.
- 20. Indemnification:** The Grantee agrees to indemnify, defend, and hold harmless the State and the Board and its officers, employees, agents, representatives, and successors-in-interest against any and all liability, loss, and expense, including reasonable attorneys' fees, from any and all claims for injury or damages arising out of the performance by the Grantee, and out of the operation of equipment that is purchased with funds from this Grant Award.
- 21. Independent contractor:** The Grantee, and its agents and employees, if any, in their performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of CARB.
- 22. Non-discrimination:** During the performance of this Grant Agreement, Grantee shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision making, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (over 40), sexual orientation, veteran or military status, or any other characteristic protected by law, or unlawfully deny family-care leave, medical-care leave, pregnancy-disability leave, or other legally-protected leave. Grantee shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination and harassment. Grantee shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a)-(f), set forth in Chapter 5 of Division 4.1 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

During the performance of this Grant, Grantee shall comply with the provisions of California Government Code section 11135; Title VI of the U.S. Civil Rights Act of 1964; Section 504 of the federal Rehabilitation Act of 1973; the federal Age

Discrimination Act of 1975; Section 13 of the Federal Water Pollution Control Act of 1972; and U.S. Environmental Protection Agency's implementing regulations at 40 C.F.R. Parts 5 and 7.

Grantee shall give written notice of their respective obligations under this clause to labor organizations with which any may have a collective bargaining or other agreement.

Grantee shall permit access by representatives of the California Civil Rights Department, CARB, or U.S. Environmental Protection Agency (U.S. EPA) upon reasonable notice to access all sources of information as required to ascertain compliance with this clause.

Grantee acknowledges and agrees that, pursuant to Government Code section 11136, whenever CARB has reasonable cause to believe that Grantee or any of its subgrantees, contractors, or subcontractors has violated any of the provisions of Government Code section 11135 or section 12900 et seq., or any of the provisions of California Civil Code sections 51, 51.5, 51.7, 54, 54.1, or 54.2, or any regulation adopted to implement these sections or Article 1 (commencing with Government Code section 12960) of Chapter 7 of the Government Code, then CARB will notify Grantee or, where applicable, the subgrantee, contractor, or subcontractor, of such violation and will submit a complaint detailing the alleged violations to the California Civil Rights Department for investigation and determination pursuant to Government Code sections 11136 and 12960 et seq.

Grantee acknowledges and agrees that in the event of Grantee's or any of its subgrantees', contractors', or subcontractors' noncompliance with this provision, Grantee or subgrantee, contractor, or subcontractor may be subject to remedial action determined appropriate and consistent with applicable law by CARB, the California Civil Rights Department, or the U.S. EPA, including but not limited to termination of this Grant Agreement pursuant to the terms of this Grant Agreement.

Grantee acknowledges that CARB's Civil Rights Policy applies to this Grant Agreement and CARB will administer this Grant consistent with such policy. The policy may be found at:

<https://ww2.arb.ca.gov/california-air-resources-board-and-civil-rights>.

Grantee shall include the provisions of this Nondiscrimination Section in all contracts, subcontracts, and agreements where work is performed to fulfill any term or condition of this Grant Agreement. Grantee shall notify CARB if it

becomes aware that a subgrantee, contractor, or subcontractor has violated the provisions of this Section and take appropriate remedial action as required by law or by CARB.

23. Office Of Foreign Asset Control: Transactions may be or are prohibited if they involve the property or interests in property of an entity or individual listed on the Office of Foreign Asset Control (OFAC) targeted lists. OFAC publishes lists of targeted individuals, groups, and entities, which can be found at <https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information>. Refer also to the U.S. Department of the Treasury website: <https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>. The property and interests in property of an entity that is 50 percent or more owned by one or more persons whose property and interests in property are blocked pursuant to any part of 31 C.F.R. chapter V are also blocked, regardless of whether the entity itself is listed.

Grantee shall include in all recipient agreements an acknowledgment that the Grant Recipient and its agents and property are not in violation of any federal law pertaining to any entity or individual listed on any of the OFAC lists. Grantee shall notify CARB within 15 calendar days if it has knowledge that Grantee or any Grant Recipient is in violation of any federal law pertaining to any entity or individual listed on any of the OFAC lists.

24. No third-party rights: The parties to this Grant Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Grant Agreement, or of any duty, covenant, obligation or undertaking establish herein.

25. Project Data: Grantee, to the extent it has the right to do so, grants to CARB a no-cost, royalty-free, non-exclusive, transferable, irrevocable, worldwide, perpetual license to use, reproduce, share, publish, translate, and make collective works of all data, database, information, personally identifiable information (PII), documentation, materials, computer software, website, and any intellectual property that is developed, substantially modified, licensed, or acquired by Grantee with any grant funds in performance of this grant agreement, including computer software executable files but excluding for this license to CARB any computer source code, subject to applicable law on privacy and confidentiality. Grantee shall require subgrantees, contractors, or subcontractors to grant CARB similar license rights to the extent such entities have the right to do so.

26. Personally Identifiable Information: Information or data that personally identifies an individual or individuals is confidential in accordance with relevant State or federal statutes and regulations. Grantee shall comply with all applicable State or federal statutes or regulations regarding the receipt, use, storage, and

release of PII, including by safeguarding all such information or data which comes into their possession under this Grant Agreement in perpetuity and shall not release or publish any such information or data, except as required by law, court order, or legal process (such as a subpoena).

- 27. Prevailing wages and labor compliance:** If applicable, the Grantee agrees to comply with all the applicable provisions of the California Labor Code pertaining to Public Works projects (Labor Code Sections 1720-1861) including those provisions requiring the payment of not less than the specified prevailing rate of wages as determined by the Director of the Department of Industrial Relations to workers employed in the performance of this Grant Agreement. If applicable, the Grantee shall monitor all agreements subject to reimbursement from this Grant Agreement to ensure that the provisions of Labor Code Sections 1720-1861 are being met.
- 28. Professionals:** For projects involving installation or construction services, the Grantee agrees that only licensed professionals will be used to perform services under this Grant Agreement where such services are called for and licensed professionals are required for those services under State law.
- 29. Severability:** If a court of competent jurisdiction holds any provision of this Grant Agreement to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of those provisions, will not be affected.
- 30. Termination:** CARB may terminate this Grant Agreement by written notice at any time prior to completion of projects funded by this Grant Award, upon violation by the Grantee of any material provision after such violation has been called to the attention of the Grantee and after failure of the Grantee to bring itself into compliance with the provisions of this Grant Agreement.
- 31. Timeliness:** Time is of the essence in this Grant Agreement. Grantee shall proceed with and complete the Project in an expeditious manner.
- 32. Third-Party Beneficiaries:** Grantee represents, warrants and agrees that CARB and the State of California are third-party beneficiaries in all contracts, subcontracts, grants, subgrants and other agreements entered into using Grant Funds, or for the purpose of carrying out any of the terms or conditions of this Grant Agreement during the Term.

The existence of this Grant Agreement does not create, and nothing stated in this Grant Agreement creates, rights in or grants remedies to any third party or third parties, other than CARB and the State of California as stated in this section, as a beneficiary or beneficiaries of this Grant Agreement, or of any duty, covenant, obligation or undertaking established herein.

33. Waiver of Rights: Any waiver of rights with respect to a default or other matter arising under the Grant Agreement at any time by either party shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State provided for in this Grant Agreement are in addition to any other rights and remedies provided by law.

EXHIBIT B – Work Statement

Budget Summary (Attachment I)

Implementation and Enforcement of CARB's Oil and Gas Regulation Budget
(Attachment II)

Project Schedule (Attachment III)

EXHIBIT B, Attachment I

Budget Summary

Grantee: Tehama County Air Pollution Control District

Grant No.: G25-OGG-14

Project: Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities – Implementation and Enforcement

Total Costs & Funding

Total Funding	
Funding Source	Amount
Cost of Implementation Fund (COI)	\$15,000.00
Total Grant	\$15,000.00

Exhibit B, Attachment II

Implementation and Enforcement of CARB's Oil and Gas Regulation Budget

Grantee: Tehama County Air Pollution Control District

Grant number: G25-OGG-14

Project: Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities – Implementation and Enforcement

	Grant Funded
Direct & Indirect Staff Labor Costs	
Inspections	\$
Training (regulation and/or instrument)	\$
Facility Education	\$
Software Development	\$
Permit Revisions	\$
Other (specify)	\$
Subtotal	\$
Direct Costs	
Methane Detection Instruments	\$
IT Contracts/Hardware	\$
Other Equipment (specify)	\$
Subtotal	\$
Total Costs	\$15,000.00

Exhibit B, Attachment III

Project Schedule

Grantee: Tehama County Air Pollution Control District

Grant No.: G25-OGG-14

Project: Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities – Implementation and Enforcement

Work Task	Due
Task 1 – Execute Grant Agreement & Grant Disbursement Request Form	1/1/2026
Task 2 – 2025 Annual Report Summary Due (January 1, 2025 – December 31, 2025)	2/15/2026

EXHIBIT C

Air District: Tehama County Air Pollution Control District

Reporting Period: 2026

Sample – Annual Report Summary

Summary of CARB Training

Type of Training	Dates Attended	Location	Number of District Staff attended
Regulation Training			
Detection Instrument Training			

Summary of Facilities/ Inspections/ Violations

List of Facilities in District subject to CARB's Oil and Gas Methane Regulation that were inspected this year						Summary of Inspections			Summary of Notices of Violation					Comments	
CARB Facility ID (if any)	Owner/ Operator	Facility Name	Facility Type (drop down)	Location		Date of Inspection	Inspection # (if any)	Sources Inspected (drop down)	Date Violation Issued	Description of NOV (Regulation section violated)	NOV # (if any)	Resolution (yes/no) (if no, explain in comments)	Amount of Penalties (if any)	Other Required Remedies	Please add any explanatory comments in this section
1															
2															
3															
...															

To request the Excel version, please contact Shobhit.Mehrotra@arb.ca.gov

1. Grant Agreement Cover Sheet

Grant Number: G25-OGG-14	
Name of Grant Program: Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities - Implementation and Enforcement	
Grantee Name: Tehama County Air Pollution Control District	
Taxpayer's Federal Employer Identification Number: 94-6000543	
Total Grant Amount Not to Exceed: \$ 15,000.00	
Amount Spelled Out: Fifteen Thousand Dollars and Zero Cents	
Start Date: 1/1/2026	End Date: 12/31/2026

This legally binding Grant Agreement, including this cover sheet and Exhibits attached hereto and incorporated by reference herein, is made and executed between the State of California, California Air Resources Board (CARB) and Tehama County Air Pollution Control District (the "Grantee").

2. Other Special Terms

Other Special Terms: N/A

3. Exhibits

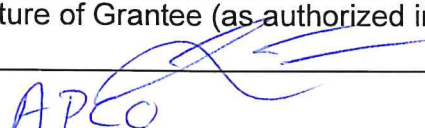
Exhibit A - Grant Provisions
Exhibit B - Work Statement
Exhibit B, Attachment I Budget Summary

Exhibit B, Attachment II Implementation and Enforcement of CARB's Oil and Gas Regulation Budget
Exhibit B, Attachment III Project Schedule
Exhibit B, Attachment IV N/A
Exhibit C - Sample Annual Report Summary
Exhibit D - N/A
Exhibit E - N/A
Exhibit F - N/A

This Agreement is of no force or effect until signed by both parties. Grantee shall not commence performance until this Agreement is signed by both parties and grantee receives written approval from CARB to commence performance.

The undersigned certify under penalty of perjury that they are duly authorized to bind the parties to this Grant Agreement.

4. Grantee

Grantee's Name: Tehama County Air Pollution Control District	
Grantee's Authorized Signatory Name (print or type): <i>Joseph Tona</i>	
Signature of Grantee (as authorized in resolution, letter of commitment, or letter of designation): 	
Title: <i>APECO</i>	Date: <i>12-11-2025</i>
Grantee's Address (including street, city, state, and zip code): 1834 Walnut Street, Red Bluff, California 96080	

5. State of California

State Agency Name: California Air Resources Board	
CARB's Authorized Signatory Name (Print or Type): Alice Kindarara	
Signature of CARB's Authorized Signatory:	
Title: Branch Chief, Acquisitions	Date:
State Agency Address: 1001 I Street, Sacramento, CA 95814	

STATE OF CALIFORNIA
 California Environmental Protection Agency
 CALIFORNIA AIR RESOURCES BOARD
 (REV 03/18)

GRANT DISBURSEMENT REQUEST FORM

General Information			
Project Name	Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities - Implementation and Enforcement	Grant Number	G25-OGG-14
Grantee Name	Tehama County Air Pollution Control District	Amendment #	
Contact Person	Joseph Tona	Fiscal Year	25/26
Mailing Address	1834 Walnut Street, Red Bluff, California 96080	Disbursement #	
Phone Number	(530) 527-3717 x 101	FAX Number	
Disbursement Request			
	Original Grant	Previous Disbursement	This Request
Project Funds	\$15,000		\$15,000
Processing/Admin Fees			
Total			\$15,000
	Remaining Balance		

Documentation attached for disbursement justification:

Attachments:

- Project Funds
- Processing Fees

I certify under penalty of perjury that the information

contained in this Grant Disbursement Request Form and all attachments are correct and complete and is in accordance with the Grant Agreement. In addition, I hereby authorize the California Air Resources Board to make any inquiries to confirm this information.

Authorized Official

Joseph Tona
 Print Name

APCO
 Title


 Signature

12-11-2025
 Date

FOR STATE USE ONLY	Date Request Received by CARB:	Date to Accounting:	Date to SCO:
CARB Project Liaison Approval	_____	_____	_____
	Print Name	Signature	Date
Grant Manager Approval	_____	_____	_____
	Print Name	Signature	Date
Total Disbursement:	Fund:	PCA:	
Total Disbursement:	Fund:	PCA:	
Total Disbursement:	Fund:	PCA:	

E-Contract Review
Approval as to Form

Department Name: Air Pollution Control

Vendor Name: California Air Resources Board

Contract Description: For the purpose of Accepting the Greenhouse Gas
Emissions standard for Crude Oil and Natural Gas Facilities
Grand Agreement

APPROVED AS TO FORM:



Date: 12/26/2025

Office of the Tehama County Counsel
Margaret Long, County Counsel



Tehama County

Agenda Request Form

File #: 26-0013

Agenda Date: 1/27/2026

Agenda #: 20.

SOCIAL SERVICES / PERSONNEL - Social Services Director Bekkie Emery

Requested Action(s)

a) OTHER THAN "A" STEP - Request approval to appoint the applicant as Eligibility Specialist I, Range 17, Step C, effective 01/28/2026 or upon successful completion of all pre-employment requirements

Financial Impact:

Appropriate funding is in the agency's budget to cover this expenditure. The bi-weekly salary for the position Range 17 Step A is \$1,560.80 (\$19.51 hourly). The increased cost from A to C is approximately \$4,160.00 in annual salary. The Department has sufficient funds budgeted for this position. There is no impact to the General Fund.

Background Information:

The Department of Social Services requests placement at Other Than A Step, Range 17, Step C for an Eligibility Specialist I. Our candidate meets more than the minimum qualifications of this position and has a Bachelor's Degree. The candidate has over 3 years of experience conducting in person and phone interviews, which is a skill relevant to this position. Additionally, the candidate has over 6 years of experience working with the public in an office setting.

The Department has struggled to recruit and retain qualified candidates in the Eligibility Specialist series for a number of years. If this action is not approved, the Department will lose an opportunity to hire a highly qualified applicant.

The Personnel Office has reviewed the candidate's qualifications and agrees with placement at Salary Range 17, Step C upon successful completion of all pre-employment requirements.



OTHER THAN "A" STEP REQUEST

The Board of Supervisors, on November 13, 1990, asked to receive consistent information from Department Heads who request to hire a new employee at other than "A" step of the classification range. Board policy cites that "A" step is the normal and desired starting point in a classification unless compelling* reasons exist to start an individual at a higher step.

*Please note that the Board has previously provided direction that a pay disparity between Tehama and other counties is not, in and of itself, a sufficient compelling reason to start an employee at higher than "A" step.

FROM: Bekkie Emery, Department of Social Services Director
TO: Board of Supervisors/Personnel Office
RE: Request to hire an applicant in the following classification:
Eligibility Specialist I at other than "A" step.

Please answer the following questions so that the Board may more objectively assess the request. Send the completed form along with the Agenda Request Form to the Personnel Office, allowing sufficient time for review and approval/disapproval prior to the anticipated hiring date. Requests for "C" step or above will be referred to the Board of Supervisors on the regular agenda for their consideration. Requests for "B" step will be placed on the consent agenda for approval.

1. \$ 19.51 Step A Request: \$ 21.51 Step C
2. Total applications received during recruitment for this position: 22
Total number of "qualified" applicants: 8

3. Justification for requesting higher step than A:

The Department of Social Services requests placement at Other Than A Step, Range 17, Step C for an Eligibility Specialist I. Our candidate meets more than the minimum qualifications of this position and has a Bachelor's Degree. The candidate has over 3 years of experience conducting in person and phone interviews, which is a skill relevant to this position. Additionally, the candidate has over 6 years of experience working with the public in an office setting.

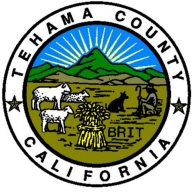
The Department has struggled to recruit and retain qualified candidates in the Eligibility Specialist series for a number of years. If this action is not approved, the Department will lose an opportunity to hire a highly qualified applicant.

4. How has the Department budgeted for this additional cost?

Appropriate funding is in the agency's budget to cover this expenditure. The bi-weekly salary for the position Range 17 Step A is \$1,560.80 (\$19.51 hourly). The increased cost from A to C is approximately \$4,160.00 in annual salary. The Department has sufficient funds budgeted for this position. There is no impact to the General Fund.

I hereby certify that to the best of my knowledge, the information provided above is a true and accurate representation of all of the material facts which should be considered with this request.


Department Head Signature



Tehama County

Agenda Request Form

File #: 26-0069

Agenda Date: 1/27/2026

Agenda #: 21.

SHERIFF'S OFFICE - Sheriff Dave Kain

Requested Action(s)

a) AGREEMENT - Request approval and authorization for the Sheriff to sign the Cooperative Law Enforcement Agreement No. 26-LE-11052560-016 with the United States Forest Service (USFS) to accept funding to be used for summer camp ground patrol and location and eradication of illicit cannabis plants, in the amount of \$45,000, effective upon date of approval by the Board and shall terminate 9/30/30

Financial Impact:

The funding source for this program is the United States Department of Agriculture, United States Forest Service (USFS) grant in the amount of \$45,000 and will be budgeted for FY26/27

Background Information:

This is a cooperative law enforcement grant agreement supporting marijuana eradication operations within the Lassen and Mendocino National Forests, as well as related campground patrol activities. The Sheriff's Office participates in an established, informal marijuana eradication task force comprised of multiple federal and state law enforcement agencies that have been in continuous operation for over 24 years. Grant funding provided through this agreement will be used to support operational costs, including overtime personnel expenses, aircraft time, training, and necessary supplies.



FS Agreement No. 26-LE-11052560-016

Cooperator Agreement No. _____

COOPERATIVE LAW ENFORCEMENT AGREEMENT
Between The
COUNTY OF TEHAMA
And The
USDA, FOREST SERVICE
LASSEN NATIONAL FOREST AND MENDOCINO NATIONAL FOREST

This COOPERATIVE LAW ENFORCEMENT AGREEMENT ('Agreement') is entered into by and between the County of Tehama, hereinafter referred to as "Cooperator," and the United States Department of Agriculture (USDA), Forest Service, Lassen National Forest and Mendocino National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of the Cooperative Law Enforcement Act of August 10, 1971, Pub. L. 92-82, 16 U.S.C. 551a.

Background: The parties to this agreement recognize that public use of National Forest System lands (NFS lands) is usually located in areas that are remote or sparsely populated. The parties also recognize that the enforcement of State and local law is related to the administration and regulation of NFS lands and Cooperator has/have a limited amount of financing to meet their responsibility of enforcing these laws.

Title: PATROLS AND DRUG ENFORCEMENT ACTIVITIES ON NATIONAL FOREST SYSTEM LANDS WITHIN TEHAMA COUNTY

I. PURPOSE:

The purpose of this agreement is to document a cooperative effort between the parties to enhance State and local law enforcement in connection with activities on NFS lands and provide for reimbursement to Cooperator for the intensified portion of this effort.

In consideration of the above premises, the parties agree as follows:

II. THE COOPERATOR SHALL:

- A. Perform in accordance with the approved and hereby incorporated Financial and Operating Plan (Operating Plan) attached as Exhibit A. *See related Provision IV-E.*
- B. Ensure that the officers/agents of Cooperator performing law enforcement activities under this agreement meet the same standards of training required of the officers/agents in their jurisdiction, or the State Peace Officers Standards of Training where they exist.



- C. Provide uniformed officers/agents with marked vehicles to perform all activities unless agreed to otherwise in the Operating Plan.
- D. Advise the U.S. Forest Service Principal Contact, listed in Provision IV-B, of any suspected criminal activities in connection with activities on NFS lands.
- E. Upon the request of the U.S. Forest Service, dispatch additional deputies within manpower capabilities during extraordinary situations as described in Provision IV-J.
- F. Complete and furnish annually the U.S. Forest Service with Form FS-5300-5, Cooperative Law Enforcement Activity Report, identifying the number of crimes occurring on NFS lands. The report shall follow the FBI Uniform Crime Reporting groupings, Part I and Part II offenses. Offenses and arrest information shall be combined and reported for each crime. This report shall separate the crimes handled under this agreement from those handled during regular duties.
- G. Provide the U.S. Forest Service Principal Contact, listed in Provision IV-B, with case reports and timely information relating to incidents/crimes in connection with activities on NFS lands.
- H. Bill the U.S. Forest Service for Cooperator's actual costs incurred to date, displayed by separate cost elements, excluding any previous U.S. Forest Service payment(s) made to the date of the invoice, not to exceed the cumulative funds obligated hereunder and as specified on the Operating Plan. Billing frequency will be as specified in the Operating Plan. See related Provisions III-B and IV-J.
- I. Give the U.S. Forest Service or Comptroller General, through any authorized representative, access to and the right to examine all records related to this agreement. As used in this provision, "records" include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- J. Comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive Orders, regulations, and policies. These include, but are not limited to Sections 119 and 504 of the Rehabilitation Act of 1973 as amended, which prohibits discrimination on the basis of race, color, religion, sex, age, national origin, marital status, familial status, sexual orientation, participation in any public assistance program, or disability.
- K. Maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) the cooperator shall maintain current organizational information and the original Unique Entity Identifier (UEI) provided for this agreement in the System for Award Management (SAM) until receipt of final payment. This requires



annual review and updates, when needed, of organizational information after the initial registration. More frequent review and updates may be required for changes in organizational information or agreement term(s). Any change to the original UEI provided in this agreement will result in termination of this agreement and de-obligation of any remaining funds. For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.

- L. Monitor the U.S. Forest Service radio during the following time period(s): 24/7 between the dates of January through December. Address any concerns or notify/request assistance from the U.S. Forest Service as required in the judgment of Cooperator.

III. THE U.S. FOREST SERVICE SHALL:

- A. Perform in accordance with the Operating Plan attached as Exhibit A.
- B. Reimburse Cooperator for actual expenses incurred, not to exceed the estimated amount shown in the Operating Plan. The U.S. Forest Service will make payment for project costs upon receipt of an invoice. Each correct invoice shall display Cooperator's actual expenditures to date of the invoice, displayed by separate cost elements as documented in the Operating Plan, less any previous U.S. Forest Service payments. See related Provisions II-H and IV-J. The invoice should be forwarded as follows:

Submit original invoice(s) for

payment to:

USDA, Forest Service
Budget & Finance -
Grants & Agreements
4000 Masthead St, NE
FAX: (877) 687-4894
E-Mail:
sm.fs.asc_ga@usda.gov

Send copy to:

Tad Call, Patrol Captain
U.S. Forest Service, Mendocino
825 N. Humboldt Ave.
Willows CA. 95988
(530) 638-6128
Tad.call@usda.gov



IV. IT IS MUTUALLY UNDERSTOOD AND AGREED UPON BY AND BETWEEN THE PARTIES THAT:

- A. The parties will make themselves available, when necessary to provide for continuing consultation, exchange information, aid in training and mutual support, discuss the conditions covered by this agreement and agree to actions essential to fulfill its purposes.
- B. The principal contacts for this agreement are:

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Dave Kain, Sheriff PO Box 729 Red Bluff CA. 96080 530-529-7950 dkain@tehamaso.org	Jennifer Crane PO Box 729 Red Bluff CA. 96080 530-529-8979 Ext-2 jcrane@tehamaso.org

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Tad Call, Patrol Captain 825 N. Humboldt Ave. Willows CA. 95988 530-638-6128 tad.call@usda.gov	Jaime Hobbs, Program Support 825 N. Humboldt Ave. Willows CA. 95988 530-884-4444 jaime.hobbs@usda.gov

- C. An Operating Plan will be negotiated on a fiscal year basis. At the end of the year, funds not spent may be carried forward to the next year, or deobligated at the request of the U.S. Forest Service. Upon expiration of the Cooperative Law Enforcement Agreement, funds not spent will be deobligated.
- D. This agreement has no effect upon Cooperator’s right to exercise civil and criminal jurisdiction on NFS lands nor does this agreement have any effect upon the responsibility of the U.S. Forest Service for the enforcement of federal laws and regulations relative to NFS lands.
- E. Any Operating Plan added to this agreement will be jointly prepared and agreed to by the parties. The Operating Plan shall at a minimum contain:



1. Specific language stating that the Operating Plan is being added to this agreement thereby subjecting it to the terms of this agreement.
 2. Specific beginning and ending dates.
 3. Bilateral execution prior to any purchase or the performance of any work for which reimbursement is to be made.
 4. Specify any training, equipment purchases, and enforcement activities to be provided and agreed rates for reimbursement including the maximum total amount(s) for reimbursement.
 5. An estimate of the useful life of any equipment purchased under this agreement as required by Provision IV-O.
 6. Billing frequency requirement(s). *See related Provisions II-H and III-B.*
 7. Designation of specific individuals and alternate(s) to make or receive requests for enforcement activities under this agreement.
 8. A review and signature of a U.S. Forest Service Agreements Coordinator.
- F. Nothing in this agreement obligates either party to accept or offer any Operating Plan under this agreement.
- G. The officers/agents of Cooperator performing law enforcement activities under this agreement are, and shall remain, under the supervision, authority, and responsibility of Cooperator. Law enforcement provided by Cooperator and its employees shall not be considered as coming within the scope of federal employment and none of the benefits of federal employment shall be conferred under this agreement.
- H. PAID SICK LEAVE REQUIREMENTS. Executive Order 13706, Establishing Paid Sick Leave for Federal Contractors, and its implementing regulations, including the federal contractor paid sick leave clause at 29 CFR Part 13, Appendix A, apply to the Cooperator and any subcontractors under this agreement. These regulatory requirements are incorporated by reference into this agreement as if fully set forth in this agreement
- I. Federal Communication Commission procedures will be followed when operating radio(s) on either party's frequency.
- J. Cooperator's reimbursable expenses must be: listed in an approved Operating Plan; expended in connection with activities on NFS lands; and expenses beyond those which are normally able to provide.



- K. During extraordinary situations such as, but not limited to: fire emergency, drug enforcement activities, or certain group gatherings, the U.S. Forest Service may request to provide additional special enforcement activities. The U.S. Forest Service will reimburse Cooperator for only the additional activities requested and not for activities that are regularly performed by Cooperator.
- L. Reimbursement may include the costs incurred by Cooperator in equipping or training its officers/agents to perform the additional law enforcement activities authorized by this agreement. Unless specified otherwise in the Operating Plan, reimbursement for equipment and training will be limited to a pro rata share based on the percentage of time an officer/agent spends or equipment is used under this agreement.
- M. When reimbursement for items such as radios, radar equipment, and boats is being contemplated, reimbursement for leasing of such equipment should be considered. If the U.S. Forest Service's equipment purchases are approved in the Operating Plan, an estimate of the useful life of such equipment shall be included. When purchased, equipment use rates shall include only operation and maintenance costs and will exclude depreciation and replacement costs. Whether Cooperator is/are reimbursed for lease/purchase costs, or the U.S. Forest Service purchases and transfers the equipment, the total cost for the equipment cannot exceed the major portion of the total cost of the Operating Plan unless approved by all parties in the agreement and shown in the Operating Plan.
- N. When the U.S. Forest Service provides equipment, the transfer shall be documented on an approved property transfer form (AD-107) or equivalent. Title shall remain with the U.S. Forest Service, however; Cooperator shall ensure adequate safeguards and controls exist to protect loss or theft. The Cooperator shall be financially responsible for any loss at original acquisition cost less depreciation at the termination of the agreement. The Cooperator is/are responsible for all operating and maintenance costs for equipment that the U.S. Forest Service has reimbursed Cooperator for and/or transferred to Cooperator under the AD-107 process or equivalent.
- O. Equipment and supplies approved for purchase under this agreement are available only for use as authorized. The U.S. Forest Service reserves the right to transfer title to the U.S. Forest Service of equipment and supplies, with a current per-unit fair market value in excess of \$10,000.00, purchased by Cooperator using any Federal funding. Upon expiration of this agreement Cooperator shall forward an equipment and supply inventory to the U.S. Forest Service, listing all equipment purchased throughout the life of the project and unused supplies. The U.S. Forest Service will issue disposition instructions within 120 calendar days, in accordance with equipment regulations contained in 7 CFR 3016.32.



- P. When no equipment or supplies are approved for purchase under an Operating Plan, U.S. Forest Service funding under this agreement is not available for reimbursement of Cooperator's purchase of equipment or supplies.
- Q. When State conservation agencies have the responsibility for public protection in addition to their normal enforcement responsibility, their public protection enforcement activities may be included in Operating Plans and are then eligible for reimbursement. Reimbursement is not authorized to State Conservation Agencies for enforcement of fish and game laws in connection with activities on NFS lands.
- R. Pursuant to 31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B, any funds paid to Cooperator in excess of the amount to which Cooperator is/are finally determined to be entitled under the terms and conditions of the award constitute a debt to the federal Government. If not paid within a reasonable period after the demand for payment, the Federal awarding agency may reduce the debt by:
1. Making an administrative offset against other requests for reimbursements.
 2. Withholding advance payments otherwise due to Cooperator.
 3. Taking other action permitted by statute.

Except as otherwise provided by law, the Federal awarding agency shall charge interest on an overdue debt in accordance with 4 CFR, Chapter II "Federal Claims Collection Standards" and 31 U.S.C. Chapter 37.

- S. Modifications within the scope of the agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by both parties, prior to any changes being performed. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.
- T. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. Neither party shall incur any new obligations for the terminated portion of this agreement after the effective date and shall cancel as many obligations as is possible. Full credit shall be allowed for each party's expenses and all noncancelable obligations properly incurred up to the effective date of termination.
- U. PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS. All non federal government entities working on this agreement will adhere to the below provisions found in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, relating to reporting fraud, waste and abuse to authorities:
- (a) The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that



waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.

(c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d) If the Government determines that the recipient is not in compliance with this award provision, it:

(1) Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and

(2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

- V. Federal wage provisions (Davis-Bacon or Service Contract Act) are applicable to any contract developed and awarded under this agreement where all or part of the funding is provided with Federal funds. Davis-Bacon wage rates apply on all public works contracts in excess of \$2,000 and Service Contract Act wage provisions apply to service contracts in excess of \$2,500. The U.S. Forest Service will award contracts in all situations where their contribution exceeds 50 percent of the cost of the contract. If Cooperator is/are approved to issue a contract, it shall be awarded on a competitive basis.
- W. This agreement in no way restricts the U.S. Forest Service or Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.
- X. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned,



leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

Y. Any information furnished to the U.S. Forest Service under this agreement is subject to the Freedom of Information Act (5 U.S.C. 552).

Z. This agreement is executed as of the date of the last signature and, unless sooner terminated, shall be effective through 09/30/2030.

AA. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.

DAVE KAIN, Sheriff
County of Tehama

Date

RICK HOPSON, Forest Supervisor
U.S. Forest Service, Lassen National Forest

Date

WADE MCMASTER, Forest Supervisor
U.S. Forest Service, Mendocino National Forest

Date

BRANDON ROBINSON, Special Agent in Charge
U.S. Forest Service, Pacific Southwest Region 5

Date

The authority and format of this agreement have been reviewed and approved for signature.

JEFFREY BALL
U.S. Forest Service Grants Management Specialist

Date



Paperwork Reduction Act Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond, to a collection of information unless it displays a valid OMB control number. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The OMB control number for this information collection is 0596-0217. Response to this collection of information is mandatory. The authority to collect the information Section 7 of the Granger-Thye Act (16 U.S.C. 580d) and Title IV of the Federal Land Policy and Management Act of 1976 (43 U.S.C. 1751-1753). The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to: U.S. Department of Agriculture, Clearance Officer, OIRM, 1400 Independence Avenue, SW, Room 404-W, Washington, D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB# 0596-0217), 725 17th Street NW, Washington, D.C. 20503.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

The Privacy Act of 1974, 5 U.S.C. 552a and the Freedom of Information Act, 5 U.S.C. 552 govern the confidentiality to be provided for information received by the Forest Service.



FS Agreement No. 26-LE-11052560-016

Cooperator Agreement No. _____

EXHIBIT A

**COOPERATIVE LAW ENFORCEMENT OPERATING FINANCIAL PLAN
Between The
COUNTY OF TEHAMA
And the
USDA, FOREST SERVICE
LASSEN NATIONAL FOREST AND MENDOCINO NATIONAL FOREST**

2026 OPERATING AND FINANCIAL PLAN

This Financial and Operating Plan (Operating Plan), is hereby made and entered into by and between the County of Tehama hereinafter referred to as “the Cooperator,” and the United States Department of Agriculture (USDA), Forest Service, Lassen National Forest and Mendocino National Forest, hereinafter referred to as the “U.S. Forest Service,” under the provisions of Cooperative Law Enforcement Agreement #26-LE-11052560-016. This Operating and Financial Plan is made and agreed to as of the last signature date on the Cooperative Law Enforcement Agreement and is in effect through **September 30, 2030** unless modified during the annual review.

FY26 Total Operating Plan: \$45,000

MOD

I. GENERAL:

- A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Dave Kain, Sheriff PO Box 729 Red Bluff Ca. 96080 530-529-7950 dkain@tehamaso.org	Mark Levindofske, Sergeant PO Box 729 Red Bluff Ca. 96080 530-529-7920 ext 4004 mlevindofske@tehamaso.org



<p>Cooperator Alternate Program Contact Robert Bakken, Lieutenant PO Box 729 Red Bluff Ca. 96080 530-529-7920 rbakken@tehamaso.org</p>	<p>Cooperator Finance Contact Nick Brummond, Accountant PO Box 729 Red Bluff Ca. 96080 530-528-8979 Ext-2 nbrummond@tehamaso.org</p>
---	---

Principal U.S. Forest Service Contacts:

<p>U.S. Forest Service Patrol Contact</p> <p>Tad A Call 825 N. Humboldt Ave Willows Ca. 95988 530-638-6128 tad.call@usda.gov</p>	<p>U.S. Forest Service Patrol Administrative Contact</p> <p>Jaime Hobbs, Program Support LE&I 825 N. Humboldt Ave Willows Ca. 95988 530-884-4444 jaime.hobbs@usda.gov</p>
<p>U.S. Forest Service Controlled Substance Contact</p> <p>Tad A Call 825 N. Humboldt Ave Willows Ca. 95988 530-638-6128 tad.call@usda.gov</p>	<p>U.S. Forest Service Special Agent in Charge Contact</p> <p>Brandon Robinson 1323 Club Drive Vallejo, CA 94592 707-562-8647 brandon.robinson@usda.gov</p>

II. PATROL ACTIVITIES:

A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both the Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

1. Patrol on following U.S. Forest Service roads:

Roads designated and maintained by the U.S. Forest Service within the Cooperator’s jurisdiction, General Patrol: High Visible patrol during opening weekend of deer season (Rifle), on Forest roads M-2 and M-4. This includes all campgrounds and dispersed area campsites.



2. Patrol in the following campgrounds, developed sites, or dispersed areas:

Lake Red Bluff Recreation Area: to make vehicle patrols within Lake Red Bluff Recreation Area, to include campgrounds and public access roads. Primary weekends will be Memorial Day, Independence Day, and Labor Day Weekends.

Total reimbursement for this category shall not exceed the amount of: \$4,000

B. Reimbursement for activities related to patrol support shall be at the following rates unless specifically stated otherwise:

\$0.655/mile patrolled

Per diem rate is \$59.00/hour

Base wages, overtime wages, and fringe benefits will be reimbursed at the individual officers' actual costs.

III. EQUIPMENT:

See Cooperative Law Enforcement Agreement Provisions IV-L, IV-M, IV-N and IV-O for additional information.

Total reimbursement for this category shall not exceed the amount of: \$100.00

IV. SUPPLIES:

See Cooperative Law Enforcement Agreement Provisions IV-L, IV-M, IV-N and IV-O for additional information.

Total reimbursement for this category shall not exceed the amount of: \$100.00

V. SPECIAL ENFORCEMENT SITUATIONS:

A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.

B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Operating Plan. The designated representative will then notify the Cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Operating Plan.



1. **Drug Enforcement:** This will be handled on a case-by-case basis. The request will normally come from the Patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section VI-C-1. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident. *See section VIII. Controlled Substance Operations.*
2. **Fire Emergency:** During emergency fire suppression situations and upon request by the U.S. Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section II-B; the U.S. Forest Service will specify times and schedules. Upon concurrence of the local Patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.

Note: Exhibit A sets the reimbursable rate for fire suppression support paid with 'P-Code'. Funding under this cooperative law enforcement agreement is not authorized for fire suppression support. Refer to Addendum A for reimbursable instructions for fire suppression support.

3. **Group Gatherings:** This includes but is not limited to situations which are normally unanticipated, or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a U.S. Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section II-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

VI. CONTROLLED SUBSTANCE OPERATIONS

Pursuant to IV- I of Agreement **26-LE-11052560-016**, the following is in support of operations to suppress manufacturing and trafficking of controlled substances on or affecting the administration of National Forest System lands, with an emphasis on identification, apprehension and prosecution of suspects engaged in these activities:

A. The U.S. Forest Service agrees:

1. To reimburse the Cooperator for expenditures associated with the detection of locations and activities related to illegal production and trafficking of controlled substances, including;



- a. Ground reconnaissance to identify and inventory locations and activities associated with producing or trafficking controlled substances.
 - b. Aerial reconnaissance to identify and inventory locations and activities associated with producing or trafficking controlled substances.
2. To reimburse the Cooperator for certain expenses resulting from investigative activities associated with investigating cases involving the illegal production or trafficking of controlled substances on or affecting the administration of National Forest system lands, including:
- a. Surveillance operations to identify persons illegally producing or trafficking controlled substances.
 - b. Apprehension of persons suspected of producing or trafficking controlled substances.
 - c. Collection of evidence to support prosecution of persons suspected of illegally producing or trafficking controlled substances.
 - d. Prosecution of persons suspected of producing or trafficking controlled substances.
3. To reimburse the Cooperator for expenses resulting from the removal of cannabis plants from National Forest System lands, the U.S. Forest Service must approve eradication operations before they take place, especially when circumstances indicate that removal is necessary prior to completing an investigation. However, the Cooperator retains the authority to eradicate cannabis plants without reimbursement at its discretion.
4. To reimburse the Cooperator for the costs of purchasing supplies and equipment used exclusively for activities described in items A.1, A.2 and A.3 of this Plan. Purchases must be agreed to and approved by the U.S. Forest Service.

Purchases of materials and supplies may **not exceed 10% of the total allocation** of controlled substance operations without prior approval by the U.S. Forest Service Designated Representative.

B. The Cooperator agrees:

1. Within its capability, to perform the following activities on National Forest System lands:
 - a. Detect and inventory locations associated with illegal production or trafficking of controlled substances and notify the U.S. Forest Service of such locations as soon as possible.
 - b. Investigations to determine the person(s) responsible for manufacturing or trafficking controlled substances.



- c. Upon request and prior approval of the U.S. Forest Service, remove cannabis plants from National Forest System lands.
 - 2. To furnish all activity reports, crime reports, investigation reports, and other reports or records, resulting from activities identified in Section II, A of this Operating and Financial Plan to the affected Forests for review and forwarding to the Regional Office for processing.
- C. The *U.S. Forest Service* and the Cooperator mutually agree to the following:
- 1. The following rate schedule will apply to all expenditures that may be reimbursed to the Cooperator under this agreement:

Salary (base)	Actual documented hourly rate,
Salary (overtime)	Actual documented costs base + ½ per hour,
Per diem costs	\$59.00 /M&IE + \$98.00 /Lodging,
Travel (mileage and fares)	\$0.655 per mile,
Helicopter flight time	Actual documented costs,
Supplies or equipment	Actual documented costs
 - 2. The total expenditures of the Cooperator that may be reimbursed may not exceed **\$39,700.**

VII. TRAINING:

See Cooperative Law Enforcement Agreement Provision IV-L for additional information.

Total reimbursement for this category shall not exceed the amount of: \$100.00.

VIII. DISPATCH SERVICES:

See Cooperative Law Enforcement Agreement Provision IV-J for additional information.

Total reimbursement for this category shall not exceed the amount of: \$1,000.

IX. BILLING FREQUENCY:

See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.

- A. The Cooperator will furnish *itemized statements* of expenses and billing for reimbursement either monthly, quarterly, or yearly to the U.S. Forest Service. These expenditures shall be tied to the reimbursable expenses and the rate schedules of sections II-B. and VI-C-1 and shall be certified by the Cooperator as being proper. The statements



must be completed and accompanied by a Law Enforcement Activity Report, form FS-5300-5 for each billing statement. These must be received no later than December 31st.

- B. The following is a breakdown of the total estimated costs associated with this Operating Plan. These amounts include any carryover from previous Operating Plans under the 5-year agreement.

Category	Estimated Costs
Patrol Activities	\$4,000
Patrol Equipment	\$100
Patrol Supplies	\$100
Controlled Substance Operations	\$39,700
- Control Substance Equipment	*
- Controlled Substance Supplies	*
Training	\$100
Dispatch	\$1,000
Total	\$45,000

* If amounts are not specifically allocated, the cooperator may spend up to 10% of the Controlled Substance category allocation as specified above.

Funds may be reallocated between categories within this agreement. All reallocations, regardless of amount, require prior written approval from the Forest Service. If the reallocation is 10% or less of the total obligation for this funding action, a written request must be submitted to the Forest Service for approval. If the reallocation exceeds 10% of the total obligation, including carryover amounts, a formal modification to the agreement is required.

- C. E-mail invoices and copy of itemized billing summary (Attachment A) to:

Name: Jaime Hobbs	Name: Tad Call
Program Support LE&I	Patrol Captain
jaime.hobbs@usda.gov	tad.call@usda.gov

Annually update the registration of the Cooperator's UEI from the System for Award Management (SAM) website at www.sam.gov for the verification of the EFT (Electronic Funds Transfer) banking information.

- D. Any remaining funding in this Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or de-obligated at the request of the U.S. Forest Service. See *Cooperative Law Enforcement Agreement Provision IV-C*.



X. CLOSE OUT:

Final billing for reimbursement of this Cooperative Law Enforcement Agreement must be received by the U.S. Forest Service no later than **120 days** from the agreement expiration date **September 30, 2030**.

Law Enforcement Billing Summary

Agreement #:

USDA Forest Service, National Forest:	County:
---------------------------------------	---------

Law Enforcement Billing Summary	Dates:	Year:
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Category Reimbursements:

A. Patrol:	\$ _____
Hours patrolled _____	
B. Patrol Equipment:	\$ _____
C. Patrol Supplies:	\$ _____
D. Controlled Substance	\$ _____
- Controlled Substance Equipment	\$ _____
- Controlled Substance Supplies	\$ _____
E. Training:	
F. Dispatch	
F. Total Expenditures:	\$ _____

Certification Statement

County Sheriff		USFS – Patrol Captain	
I certify this billing/invoice is accurate and complete.		I certify services have been received as stated.	
Sheriff	Date	US Forest Service	Date



USDA
Forest Service

LAW ENFORCEMENT ACTIVITY
REPORT
(Ref. FSM 5300)

Agreement Number

26-11052560-016

Initial **Follow Up**

1. Cooperator (Department Name): Tehama County Sheriff's Department				2. National Forest: Lassen National Forest					
3. Record (1)		4. Action Code (2) (FS Use Only) U-Update		5. Unit Identification (3-11)			6. Date (12-5)		
				Region	Forest	State	County	Month	Year
				05	08	CA	21		2026
7. Patrol Units (16-18)			8. Search and Rescue Missions Hours (19-22)			9. Property Stolen (25-30) Dollars			
10. Property Recovered (31-36) Dollars					11. Controlled Substances Seized (37-45) Dollars (Street Value)				
12. Record (1)				13. Number of Crimes Occurring on National Forest System Lands					
13a. Item # (16-17)		13b. Type of Crime			13c. Coop Agreement Reimbursed Activity (18-20)			13d. Non-Coop Agreement Activities (21-23)	
PART I - FBI UNIFORM CRIME REPORTING									
01	Criminal Homicide								
02	Forcible Rape								
03	Robbery								
04	Aggravated Assault								
05	Burglary - Breaking or Entering								
06	Larceny - Theft (Except Motor Vehicle)								
07	Motor Vehicle - Theft								
08	Arson								
PART II - FBI UNIFORM CRIME REPORTING									
09	Other Assaults (simple)								
10	Stolen Property by Buying, Receiving, Possessing								
11	Vandalism								
12	Weapons - Carry, Possessing								
13	Narcotic Drug Law								
14	Driving Under the Influence								
15	Liquor Laws								
16	Drunkenness								
17	Disorderly Conduct								
18	All Other Offenses								
PART III - COOPERATOR ASSISTS									
19	Assists to Forest Service Officers								
20	Assists to Public								

Remarks:

Patrol FY 23

NOTE: This document is for OFFICIAL USE ONLY. It and its contents are not to be distributed outside your agency, nor duplicated, without prior approval of the USDA, Forest Service, Law Enforcement and Investigations.

Addendum A

U.S. Forest Service Fire Emergency Language & Billing Protocol Coop Law Enforcement Agreements / Operating & Financial Plan

Fire Emergencies:

During fire emergencies, the U.S. Forest Service will reimburse the County for actual costs incurred while the County is providing assistance requested by either the Agency Administrator or Incident Commander.

Reimbursement for personnel wages and services are based upon the information in the resource order and must identify the number of roadblocks, number of personnel required, hours and time frame required and must be ordered by the Incident Commander or Agency Administrator. A copy of the resource order generated for the request for assistance will be provided by the U.S. Forest Service dispatch to the County. It is critically important that the Incident Management Team, Agency Administrator, and the Sheriff/County Official agree to what emergency services are needed and listed in the Resource Order and Incident Action Plans for each day until this resource is no longer required.

Upon request of the Agency Administrator or Incident Commander, a County designated Liaison(s) to the fire incident(s) may be established. The liaison will be requested via an incident resource order. The liaison(s) primary duties, on behalf of the County Sheriff, will be to attend public meetings, planning and Incident Command meetings. Eligible costs for reimbursement will include personnel time.

If meals and lodging are required for county officials, authorization must be documented using the standard fire meals and lodging authorization forms provided by the host fire unit. Cooperator personnel directly assigned to the incident by a resource order will be entitled to meals that are provided on the incident.

Administrative support (e.g. posting incident time, delivering meals, bill preparation, etc.) will be reimbursed on an actual cost basis. The County will prepare and submit an itemized accounting of actual cost as part of the reimbursement request.

What is not eligible for reimbursement?

1. Law enforcement duties that are within the normal jurisdictional responsibilities such as enforcement, patrols, evacuation. 2. Automotive repairs, tires, and services are covered in the prevailing wage rate as identified in the OP Provision II. B.

Billing Protocol:

Documentation required to be submitted by the County to the FS for payment processing:

- Resource Order. Resource order will state what kind of assistance is ordered, how many people requested, and the time period for the services as ordered by the IC or Agency Administrator.
- Copy of Cooperative Law Enforcement Agreement and Operating & Financial Plan.
- UEI number.
- Active status in System for Award Management (SAM).
- Tax ID number.
- Breakout of actual costs:
 - Salary – Daily Crew Time Reports, Payroll summary by hours per day or timesheets of personnel.
 - Supplies – Copies of receipts with date and description of items purchased and FS authorization (S# or FS Signature) for purchase.
 - Mileage – Summary by day by vehicle and personnel using the vehicle.

- Incident Action Plans – copies of plans that document assignment to that incident.
- Map of roadblock locations.

BILLINGS ARE NOT TO BE SUBMITTED TO THE SM.FS.ASC_GA@USDA.GOV UNDER THE OBLIGATION ESTABLISHED THROUGH THE COOPERATIVE LAW ENFORCEMENT AGREEMENT.

Please coordinate remittance of billings to the Albuquerque Service Center, Incident Finance Branch through the local Fire Incident Business Specialist, **Mandi Musachia Supervisor Incident Business Specialist cell-530-258-7155 mandi.musachia@usda.gov**. Invoices must include the information identified above in the Billing Protocol section in order to be processed in a timely manner.

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) 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. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

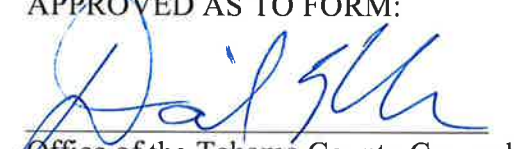
E-Contract Review
Approval as to Form

Department Name: Tehama County Sheriff's Office

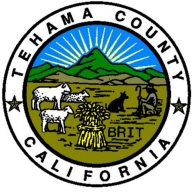
Vendor Name: USDA, Forest Service, Lassen national Forest and Mendocino National Forest

Document Description: Cooperative Law Enforcement Agreement

APPROVED AS TO FORM:


Office of the Tehama County Counsel
Daniel B. Klausner, Senior Deputy County Counsel

Date: 2/7/26



Tehama County

Agenda Request Form

File #: 26-0014

Agenda Date: 1/27/2026

Agenda #: 22.

SHERIFF / PERSONNEL - Sheriff Dave Kain

Requested Action(s)

a) OTHER THAN "A" STEP - Request approval to appoint applicant as Deputy Sheriff, Range 40, Step 5, upon successful completion of all pre-employment requirements

Financial Impact:

The funds for this position are currently budgeted in the FY 25/26, Budget Unit 2027.

Background Information:

The selected candidate is a POST Academy graduate and POST-certified Peace Officer with 21 years of combined law enforcement experience gained through allied agencies and service in the United States Marine Corps. The candidate offers extensive expertise in rural crime investigations, SWAT operations, and narcotics enforcement, along with demonstrated strengths in team communication, operational coordination, and the effective use of law enforcement records management systems. In addition, the candidate has a proven track record of collaboration with the community and local, state, and federal law enforcement partners.

The combination of his training and experience justifies the increase to Step 5. The hiring of this employee is a benefit to the Tehama County Sheriff's Office and the community we serve.

The Personnel Office has reviewed the candidate's qualifications and agrees with placement at Salary Range 40, Step 5, upon successful completion of all pre-employment requirements.



OTHER THAN "A" STEP REQUEST

The Board of Supervisors, on November 13, 1990, asked to receive consistent information from Department Heads who request to hire a new employee at other than "A" step of the classification range. Board policy cites that "A" step is the normal and desired starting point in a classification unless compelling* reasons exist to start an individual at a higher step.

*Please note that the Board has previously provided direction that a pay disparity between Tehama and other counties is not, in and of itself, a sufficient compelling reason to start an employee at higher than "A" step.

FROM: Jennifer Crane, Accountant I
TO: Board of Supervisors/Personnel Office

RE: Request to hire an applicant in the following classification:
Deputy Sheriff at other than "A" step.

Please answer the following questions so that the Board may more objectively assess the request. Send the completed form along with the Agenda Request Form to the Personnel office, allowing sufficient time for review and approval/disapproval prior to the anticipated hiring date. Requests for "C" step or above will be referred to the Board of Supervisors on the regular agenda for their consideration. Requests for "B" step will be placed on the consent agenda for approval.

1. \$ 34.43 Step 1 Range 40 Request: \$ 41.85 Step 5 Range 40
2. Total applications received during recruitment for this position: 2
Total number of "qualified" applicants: 1

3. Justification for requesting higher step than A:

The selected candidate is a POST Academy graduate and POST-certified Peace Officer with 21 years of combined law enforcement experience gained through allied agencies and service in the United States Marine Corps. The candidate offers extensive expertise in rural crime investigations, SWAT operations, and narcotics enforcement, along with demonstrated strengths in team communication, operational coordination, and the effective use of law enforcement records management systems. In addition, the candidate has a proven track record of collaboration with the community and local, state, and federal law enforcement partners.

The combination of his training and experience justifies the increase to Step 5. The hiring of this employee is a benefit to the Tehama County Sheriff's Office and the community we serve.

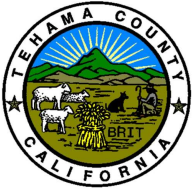
4. How has the Department budgeted for this additional cost?

The department has budgeted for this position as part of the position allocation list and will not place the department over approved budget.

I hereby certify that to the best of my knowledge, the information provided above is a true and accurate representation of all the material facts which should be considered with this request.



Department Head Signature



Tehama County

Agenda Request Form

File #: 26-0062

Agenda Date: 1/27/2026

Agenda #: 23.

SHERIFF / PERSONNEL - Sheriff Dave Kain

Requested Action(s)

a) OTHER THAN "A" STEP - Request approval to appoint applicant as Correctional Deputy I, Range 28, Step 3, upon successful completion of all pre-employment requirements

Financial Impact:

The funds for this position are currently budgeted in the FY 25/26, Budget Unit 2032.

Background Information:

The selected candidate brings more than five years of professional experience in armed private security services, during which they consistently demonstrated effective de-escalation techniques, high situational awareness, and the ability to respond appropriately to security threats. In addition, the candidate participated in military special operations through T3I contracting with the United States Air Force, gaining advanced experience in tactical communications, radio operations, close-quarters combat, and leadership under high-risk conditions. The candidate has successfully completed specialized training including carbine rifle certification, First Aid/CPR, Powers to Arrest, full Guard Card certification, and Use of Force training.

Based on his advanced training and proven leadership experience, placement at Step 3 is justified. His hiring will be a valuable asset to the Tehama County Sheriff's Office and the community it serves.

The Personnel Office has reviewed the candidate's qualifications and agrees with placement at Salary Range 28, Step 3 upon successful completion all pre-employment requirements.



OTHER THAN "A" STEP REQUEST

The Board of Supervisors, on November 13, 1990, asked to receive consistent information from Department Heads who request to hire a new employee at other than "A" step of the classification range. Board policy cites that "A" step is the normal and desired starting point in a classification unless compelling* reasons exist to start an individual at a higher step.

*Please note that the Board has previously provided direction that a pay disparity between Tehama and other counties is not, in and of itself, a sufficient compelling reason to start an employee at higher than "A" step.

FROM: Jennifer Crane, Accountant I
TO: Board of Supervisors/Personnel Office

RE: Request to hire an applicant in the following classification:
Correctional Deputy I at other than "A" step.

Please answer the following questions so that the Board may more objectively assess the request. Send the completed form along with the Agenda Request Form to the Personnel office, allowing sufficient time for review and approval/disapproval prior to the anticipated hiring date. Requests for "C" step or above will be referred to the Board of Supervisors on the regular agenda for their consideration. Requests for "B" step will be placed on the consent agenda for approval.

1. \$ 25.60 Step 1 Request: \$ 28.22 Step 3
2. Total applications received during recruitment for this position: 24
Total number of "qualified" applicants: 2

3. Justification for requesting higher step than A:

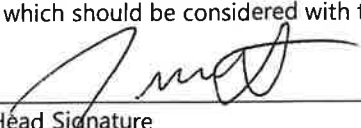
The selected candidate brings more than five years of professional experience in armed private security services, during which they consistently demonstrated effective de-escalation techniques, high situational awareness, and the ability to respond appropriately to security threats. In addition, the candidate participated in military special operations through T3I contracting with the United States Air Force, gaining advanced experience in tactical communications, radio operations, close-quarters combat, and leadership under high-risk conditions. The candidate has successfully completed specialized training including carbine rifle certification, First Aid/CPR, Powers to Arrest, full Guard Card certification, and Use of Force training.

Based on his advanced training and proven leadership experience, placement at Step 3 is justified. His hiring will be a valuable asset to the Tehama County Sheriff's Office and the community it serves.

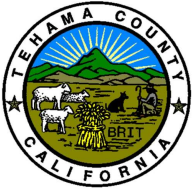
4. How has the Department budgeted for this additional cost?

The department has budgeted for this position as part of the position allocation list and will not place the department over approved budget.

I hereby certify that to the best of my knowledge, the information provided above is a true and accurate representation of all the material facts which should be considered with this request.



Department Head Signature



Tehama County

Agenda Request Form

File #: 25-2233

Agenda Date: 1/27/2026

Agenda #: 24.

HEALTH SERVICES AGENCY / PERSONNEL / ADMINISTRATION - Chief Administrator Gabriel Hydrick

Requested Action(s)

- a) AGREEMENT - Request approval and authorization for the Chairman to sign an Amendment to the Employment Agreement with Jayme Bottke (Misc. Agree. 2024-352) for the position of Executive Director, Health Services Agency, thereby amending the annual salary from Salary Range 72 to Salary Range 74, effective 11/16/24
- b) RESOLUTION - Request adoption of a resolution amending Reso 2025-074, the FY 25/26 Position Allocation List (PAL) and the Master Salary Schedule, by amending the salary range for the Executive Director, Health Services Agency from Salary Range 72 to Salary Range 74, effective 11/16/24

Financial Impact:

An adjustment of (2) salary ranges is approximately five percent (5%) resulting in an approximate annual increase of \$10,839. There is no impact to the General Fund.

Background Information:

On November 14, 2024, the Board of Supervisors approved an Employment Agreement with Jayme Bottke (Misc. Agree. 2024-352) for the position of Executive Director, Health Services Agency. The requested action seeks approval to amend the Agreement, by adjusting the annual salary from Salary Range 72 to Salary Range 74, retroactively to November 16, 2024.

If approved, Ms. Bottke's annual salary shall be increased from \$186,239 to \$195,667 for the period of November 16, 2024 through June 28, 2025. Effective June 29, 2025, the Tehama County Management Employees' Association (TCMEA) received a 3% salary increase. In accordance with Section 3: Salary of Ms. Bottke's Employment Agreement (Misc. Agree. #2024-352), Ms. Bottke was entitled to an equal increase. Therefore, for the period of June 29, 2025 through November 15, 2027 Ms. Bottke's annual salary shall be increased to \$201,538.

All other terms and conditions of Misc. Agreement No. 2024-352 shall remain in full force and effect.

**AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN
THE COUNTY OF TEHAMA AND JAYME BOTTKE
FOR THE POSITION OF EXECUTIVE DIRECTOR, HEALTH SERVICES AGENCY**

The Employment Agreement made and entered into on November 12, 2024, by and between the County of Tehama, referred to as “COUNTY,” and JAYME BOTTKE, referred to as “BOTTKE,” identified as Misc. Agreement No. 2024-352, shall be amended as set forth herein.

I. Section 3: Salary shall be amended to read as follows

For purposes of this agreement, BOTTKE shall be considered an overtime-exempt County employee. The salary and benefits provided under this agreement shall constitute the total compensation for all services provided by BOTTKE under this agreement.

In full consideration for services rendered, and the satisfactory job performance of specified duties, COUNTY agrees to pay BOTTKE hereto an annual salary, payable in twenty-six (26) installments, on the same biweekly basis as other employees of the COUNTY, and prorated on actual hours worked within the annual period. Annual salaries will be as follows:

November 16, 2024 through June 28, 2025	\$195,667.00 Annually
June 29, 2025 through November 15, 2025	\$201,538.00 Annually
November 16, 2025 through November 15, 2026	\$201,538.00 Annually
November 16, 2026 through November 15, 2027	\$201,538.00 Annually

In the event that, during the term of this contract, COUNTY agrees to adjustments in employment compensation, such as increases or reductions in salary, increased contributions to CalPERS, or changes to other benefits for all classifications represented by the Tehama County Management Employees Association, herein after called “TCMEA”, BOTTKE’s employment compensation will be adjusted by an equal percentage. Any such adjustments shall be effective for all calendar months commencing after the effective date of the adjustment as stated in the Memorandum of Understanding between COUNTY and the TCMEA currently in effect (hereinafter the “MOU”).

Notwithstanding any other provisions of this contract, the COUNTY’s Board of Supervisors reserves the right, in its sole discretion, to increase the compensation paid by COUNTY to BOTTKE during the term of this contract. The compensation stated in this contract shall not be deemed to be a fixed amount for the entire term of this contract, and may be increased, in the discretion of the Board of Supervisors, consistent with the California Constitution, Article XI, Section 10, subdivision (a).

Except as stated above, COUNTY shall not at any time during the term of this agreement reduce the salary, compensation or other financial benefits of BOTTKE, except with the concurrence of BOTTKE and then only to the degree of such a reduction across-the-board for all employees of the Department in which BOTTKE is employed (including a reduction resulting from employee furloughs).

Except as provided in the cell phone allowance, partial months will be prorated based on the number of days this contract is in force during the month calculated as a percentage of the total number of calendar days in the month.

It is further mutually agreed that all other terms and conditions of Misc. Agreement No. 2024-352 dated the 16th day of November 2024 shall remain in full force and effect.

IN WITNESS WHEREOF, County and BOTTKE have executed this agreement on the day and year set forth below.

Date: _____

Chairman, Board of Supervisors

ATTESTED: _____
Clerk of the Board of Supervisors,
County of Tehama, State of California

By: _____
Deputy

Date: _____

JAYME BOTTKE

Approved as to form by
Tehama County Counsel

MISC. AGREEMENT _____

E-Contract Review
Approval as to Form

Department Name: Personnel

Vendor Name: Jayme Bottke

Contract Description: For the purpose of Employment contract for Health
Services Director

APPROVED AS TO FORM:



Date: 12/26/2025

Office of the Tehama County Counsel
Margaret Long, County Counsel

RESOLUTION NO. _____

PAL CHANGE

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Tehama, State of California, does hereby amend **Resolution 2025-074, the 2025-26** Position Allocation List, as follows:

DEPARTMENT (BUDGET)/POSITION	ALLOCATION		RANGE		EFFECTIVE DATE
	From	To	From	To	

HEALTH SERVICES AGENCY – PUBLIC HEALTH (40121) / MENTAL HEALTH (40131) / DRUG & ALCOHOL (40171) / CLINICAL SERVICES (40251) / JAIL NURSING (40261) / CALIFORNIA CHILDRENS SERVICES (40301)

Executive Director, Health Services Agency	No Change	1.00	1.00	72	74	11/16/24
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The Master Salary Schedule and any affected Exhibits will be updated to reflect the above changes, if applicable.

The foregoing resolution was offered on a motion by Supervisor _____, seconded by Supervisor _____ and adopted by the following vote of the Board:

AYES:

NOES:

ABSENT OR NOT VOTING:

STATE OF CALIFORNIA)
) SS
 COUNTY OF TEHAMA)

I, Sean Houghtby, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full true and correct copy of a Resolution and Order adopted by the Board of Supervisors on the _____ day of _____, 2025.

Dated this _____ day of _____, 2025.

Sean Houghtby, County Clerk and ex-officio Clerk of the Board of Supervisors, County of Tehama, State of California

By _____
Deputy

RESOLUTION NO. _____

TEHAMA COUNTY
and
JAYME BOTTKE
EMPLOYMENT AGREEMENT

for the position of
Executive Director, Health Services Agency

THIS AGREEMENT, is made and entered into on November 12, 2024 and effective commencing November 16, 2024 by and between the Tehama County Board of Supervisors, hereinafter called "COUNTY" and JAYME BOTTKE, hereinafter called "BOTTKE" both of whom understand as follows:

WITNESSETH

WHEREAS, COUNTY desires to employ the services of BOTTKE as Executive Director, Health Services Agency from the effective date hereof until November 15, 2027; and

WHEREAS, it is the desire of COUNTY to provide certain benefits, to establish certain conditions of employment and to set working conditions for BOTTKE; and

WHEREAS, BOTTKE desires employment in the position described above; and

WHEREAS, except as otherwise provided herein, all provisions of the personnel rules and regulations of the COUNTY relating to leave, expense reimbursement, retirement and pension system contributions, and other benefits and working conditions as they now exist or hereafter may be amended, also shall apply to BOTTKE as they would to any employees of the County; and

WHEREAS, the COUNTY Board shall fix any such terms and conditions of employment, as it may determine from time to time, relating to the performance of BOTTKE provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement or any other law.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1: Duties

COUNTY hereby agrees to employ BOTTKE as the Executive Director, Health Services Agency to perform the functions and duties as specified in the Executive Director, Health Services Agency classification specification heretofore or hereinafter approved by the Tehama County Board of Supervisors and to perform other legally permissible and proper duties and functions of the Health Services Agency Department from time to time as may be assigned.

Except as otherwise provided by COUNTY, a workweek is defined to consist of seven (7) consecutive calendar days, Sunday through Saturday, consisting of forty (40) hours. BOTTKE shall report for work at her regular established headquarters and shall return hereto at the conclusion of the day's work, except for off-site COUNTY business, or as otherwise established.

Section 2: Term

BOTTKE agrees to remain in the exclusive employ of COUNTY until November 15, 2027 and further agrees to accept no other employment that may conflict with BOTTKE’s performance of duties until this termination date, unless said termination date is affected as hereinafter provided.

Section 3: Salary

For purposes of this agreement, BOTTKE shall be considered an overtime-exempt County employee. The salary and benefits provided under this agreement shall constitute the total compensation for all services provided by BOTTKE under this agreement.

In full consideration for services rendered, and the satisfactory job performance of specified duties, COUNTY agrees to pay BOTTKE hereto an annual salary, payable in twenty-six (26) installments, on the same biweekly basis as other employees of the COUNTY, and prorated on actual hours worked within the annual period. Annual salaries will be as follows:

November 16, 2024 through November 15, 2025	\$186,239.00 Annually
November 16, 2025 through November 15, 2026	\$186,239.00 Annually
November 16, 2026 through November 15, 2027	\$186,239.00 Annually

In the event that, during the term of this contract, COUNTY agrees to adjustments in employment compensation, such as increases or reductions in salary, increased contributions to CalPERS, or changes to other benefits for all classifications represented by the Tehama County Management Employees Association, herein after called “TCMEA”, BOTTKE’s employment compensation will be adjusted by an equal percentage. Any such adjustments shall be effective for all calendar months commencing after the effective date of the adjustment as stated in the Memorandum of Understanding between COUNTY and the TCMEA currently in effect (hereinafter the “MOU”).

Notwithstanding any other provisions of this contract, the COUNTY’s Board of Supervisors reserves the right, in its sole discretion, to increase the compensation paid by COUNTY to BOTTKE during the term of this contract. The compensation stated in this contract shall not be deemed to be a fixed amount for the entire term of this contract, and may be increased, in the discretion of the Board of Supervisors, consistent with the California Constitution, Article XI, Section 10, subdivision (a).

Except as stated above, COUNTY shall not at any time during the term of this agreement reduce the salary, compensation or other financial benefits of BOTTKE, except with the concurrence of BOTTKE and then only to the degree of such a reduction across-the-board for all employees of the Department in which BOTTKE is employed (including a reduction resulting from employee furloughs).

Except as provided in the cell phone allowance, partial months will be prorated based on the number of days this contract is in force during the month calculated as a percentage of the total number of calendar days in the month.

Section 4: Cellular Telephone Allowance

As BOTTKE's duties require the use of a cellular telephone in the course of County business, COUNTY agrees to provide BOTTKE a cellular telephone allowance of \$60 per month to cover all costs of related equipment and service. This cellular telephone allowance is not considered part of salary and is therefore not included in California Public Employees' Retirement System calculations for BOTTKE and shall not be prorated.

Section 5: Automobile

Should it be required that BOTTKE use her personal vehicle in the performance of her official County duties, it is agreed that BOTTKE will be reimbursed at the approved County reimbursement rate. This mileage reimbursement is not considered part of salary and is therefore not included in California Public Employees' Retirement System calculations for BOTTKE.

Section 6: Personal Time Off (PTO)

BOTTKE at the time of execution of this agreement shall no longer be eligible to accrue sick leave; however, any existing sick leave balances shall be carried forward and available to BOTTKE for use for a non-work-related absence due to:

- a. The inability of an employee to be present or perform the employee's duties because of personal illness, off-duty injury, or confinement for medical treatment
- a. Personal medical or dental appointments, which are impractical to schedule outside of regular working hours
- b. The need of the employee to attend to an immediate family member who is ill or injured for up to a maximum of six (6) days per fiscal year. For purposes of this Section, "Immediate family member" includes only: 1) A spouse or registered domestic partner; 2) A child, which for purposes of this article means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the eligible employee stand in loco parentis. This definition of a child is applicable regardless of age or dependency status; 3) A biological, adoptive, or foster parent, stepparent, or legal guardian of an eligible employee or of the eligible employee's spouse or registered domestic partner, or a person who stood in loco parentis when the eligible employee was a minor child; 4) A grandparent, step-grandparent, or great grandparent; 5) A grandchild; 6) A sibling; and 7) A designated person.

In lieu of accruing vacation or sick leave, BOTTKE shall accrue and have credited to her personal account, Personal Time Off (PTO) leave. PTO shall accrue at a rate of 240 hours per year (9.23 hours per pay period) of full-time service (prorated for any part-time work or unpaid leaves). Accrual of PTO shall continue until such time BOTTKE has accrued a total balance of five hundred (500) hours, at which point the accrual of additional time beyond 500 hours shall cease.

BOTTKE shall have one (1) personal holiday (8 hours) added to her PTO balance each July 1st, subject to the 500-hour cap.

The Board of Supervisors may, in its discretion and at BOTTKE's request, compensate BOTTKE for up to sixty (60) hours of accumulated PTO leave, once per calendar year, in lieu of PTO time off with pay, consistent with the method utilized by COUNTY for members of TCMEA.

Section 7: Management Leave

BOTTKE shall have five (5) paid management leave days (40 hours) added to her Management

Time Off (MTO) bank each July 1st. MTO and the MTO bank are separate and distinct from PTO and PTO bank. MTO does not constitute additional wages and shall not be considered vested for any purpose. All MTO shall be used within the fiscal year in which it was granted, or BOTTKE will lose that MTO.

In the event that, during the term of this Agreement, COUNTY and the TCMEA agree to increase or decrease the number of paid MTO hours for employees represented by TCMEA, or that such adjustment is otherwise lawfully imposed by COUNTY, then the number of MTO hours credited to BOTTKE hereunder shall be increased or decreased by an equal amount, commencing the following July 1st.

Section 8: Holidays

BOTTKE shall be entitled to COUNTY holidays in accordance with members of TCMEA.

Also consistent with the method utilized by COUNTY for members of TCMEA, if BOTTKE is in a non-pay status on both workdays immediately adjacent to the holiday, BOTTKE shall not receive pay for the holiday.

Section 9: Health and Life Insurance

COUNTY agrees to provide comprehensive medical, vision, life and dental insurance for BOTTKE and her dependents. The method utilized to calculate the portion of the premium, if any, paid by COUNTY shall be consistent with the method utilized by COUNTY to calculate the contribution for employees covered by the MOU. BOTTKE may elect to participate in the County's Premium Only Section 125 benefit program, which allows pre-tax benefits for employees' contributions to the group health insurance premium.

COUNTY will make an Employee Assistance Program (EAP) available. The EAP will provide personal counseling on legal services and personal and work related issues for BOTTKE and/or members of her immediate family.

COUNTY will allow BOTTKE to establish an employee-funded Flexible Spending Account, which currently provides employees with the options of Dependent Care Assistance and Unreimbursed Medical Expenses. The plan year maximum for Flexible Spending Accounts will be determined by the contribution limits set by the Internal Revenue Service.

Section 10: Retirement

The parties acknowledge and agree that BOTTKE is a local miscellaneous member of the California Public Employees' Retirement System (CalPERS), and a "Classic" employee as defined in the California Public Employees' Pension Reform Act of 2013.

BOTTKE shall participate in the CalPERS 2% at 55 defined benefit program, as set forth in the California Public Employees' Pension Reform Act of 2013. Retirement is integrated with Social Security.

The parties acknowledge and agree that the required CalPERS member contribution for BOTTKE shall be seven percent (7%) of the compensation paid to BOTTKE hereunder. COUNTY will not pay any part of the required member contribution on behalf of BOTTKE.

The CalPERS retirement plan includes "Pre-Retirement Optional Settlement 2 Death Benefit" as described in Government Code 21548.

Upon Public Employees' Retirement System or Social Security Retirement or upon the death of an employee, the sick leave balance of an employee with less than fifteen (15) continuous years of County service shall be reduced by one hundred seventy-six (176) hours. The employee or the employee's estate shall be entitled to fifty per cent (50%) of the value of the sick leave remaining, if any. After fifteen (15) continuous years of County service and upon Public Employees' Retirement System or Social Security retirement or upon the death of any employee, the employee or the employee's estate shall be entitled to fifty per cent (50%) of the value of the employee's sick leave balance. Payment made under this Section shall be made in a lump sum if the value of the remaining sick leave is equal to or less than two thousand dollars (\$2,000.00) or in increments of not less than two thousand dollars (\$2,000.00) per month if the value of the remaining sick leave is greater than two thousand dollars (\$2,000.00).

Section 11: Deferred Compensation

BOTTKE may participate in those Section 457 Deferred Compensation Plans the COUNTY offers to its other employees on the same terms as the MOU. In the event that, during the term of this Agreement, COUNTY and the TCMEA agree to increase or decrease the matching deposit for employees represented by the TCMEA, or that such adjustment is otherwise lawfully imposed by COUNTY, then the matching deposit provided to BOTTKE hereunder shall be increased or decreased by an equal amount, commencing the following month.

Section 12: Professional and Official Travel

COUNTY hereby agrees to pay for travel and subsistence expenses of BOTTKE in accordance with adopted COUNTY travel policy for professional and official travel, meetings and occasions adequate to continue the professional development of BOTTKE and to adequately pursue necessary official functions for COUNTY, including conferences specific to the Executive Director, Health Services Agency functions and such other related national, regional, state and local governmental groups and committees thereof which BOTTKE serves as a member, subject to the COUNTY budget as approved by the COUNTY Board of Supervisors.

COUNTY also agrees to pay for travel and subsistence expenses of BOTTKE, in accordance with adopted county travel policy, for short courses, institutes and seminars that are necessary for her professional development and for the good of the COUNTY, subject to the COUNTY budget as approved by the COUNTY Board of Supervisors.

If BOTTKE is assigned to temporary work at such distance from her regular headquarters that it is impractical to return thereto each day, or to her regular place of abode, BOTTKE will be allowed personal expenses or per diem as established by the Board of Supervisors.

Section 13: Resignation

Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of BOTTKE to resign from her position with COUNTY. If BOTTKE voluntarily resigns her position with COUNTY before expiration of the aforesaid term of her employment, then BOTTKE shall give COUNTY two months' notice in advance, unless the parties agree otherwise.

Section 14: Termination and Severance Pay

The Executive Director, Health Services Agency serves at the will of the COUNTY. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the COUNTY to terminate the services of BOTTKE at any time. If BOTTKE is terminated by the COUNTY before expiration of the aforesaid term of employment, and if BOTTKE is willing and able to perform her duties under this agreement, and if termination is for other than "just cause," then the COUNTY will pay BOTTKE a lump-sum cash payment. Said lump-sum cash payment shall be equal to the lesser of three month's aggregate salary and benefits or the aggregate salary and benefits for the remaining term of this agreement.

If termination is for "just cause" or disability that cannot reasonably be accommodated, then no severance payment shall be made.

BOTTKE shall also be compensated for all unused earned PTO leave in the same manner as is provided for unused earned vacation leave in the MOU. MTO is not considered vested, and BOTTKE shall receive no compensation for unused MTO.

Section 15: Industrial Injury or Illness

Should BOTTKE be absent from work as a result of a work-related disability, and is receiving temporary disability indemnity payments provided for by the Labor Code of the State of California, BOTTKE may elect to utilize State Disability Insurance, MTO and/or PTO to supplement her temporary disability indemnity payments, up to a maximum of full salary. During the time BOTTKE is receiving temporary disability indemnity payments, which are supplemented by State Disability Insurance and accrued leave, BOTTKE shall continue to accumulate additional MTO/PTO, and is entitled to continuation of the employee's insurance benefit program on the normal premium-sharing formula. Following exhaustion of all accumulated MTO/PTO, BOTTKE's insurance benefits shall be continued on the normal premium-sharing formula for a maximum of six (6) full calendar months, following the date of exhaustion of other forms of County paid time off.

If BOTTKE is absent by reason of industrial disability, BOTTKE may be returned to work by COUNTY and given temporary light duties within the employee's ability to perform, with the consent of her physician. The duration of any such period of temporary work shall be determined by COUNTY. BOTTKE shall be compensated at the then-current rate of pay while engaged in such temporary duties. COUNTY may require BOTTKE when requesting to return to work after an absence caused by disability or illness, to submit to a medical examination by a physician or physicians approved by COUNTY for the purpose of determining that such employee is physically and mentally fit and able to perform the duties of the Executive Director, Health Services Agency position without hazard to self or to her fellow workers, or to her own permanent health.

Nothing herein shall be construed nor applied in a way which is inconsistent with any employee

right under the State of California Workers' Compensation Act or related statutes, or be construed to waive any rights contained therein.

Should BOTTKE return to work from a work place industrial injury or illness, BOTTKE shall receive up to four (4) hours of paid release time per visit or appointment with a physician or other appropriate healthcare provider providing ongoing medical treatment prescribed by the workers' compensation physician that is in relation to the industrial illness or injury itself. The release time is permitted until BOTTKE has been deemed permanent and stationary by the workers' compensation physician or workers' compensation third party administrator.

Section 16: Incapacity and Unpaid Leave

Subject to all applicable provisions of the Family Medical Leave Act (FMLA), California Family Right Act (CFRA), and any other statute or regulation pertaining to leaves or disability, if BOTTKE is permanently disabled and cannot be reasonably accommodated, or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity or health, COUNTY shall have the option to terminate this agreement.

In the event that a non-statutory leave is approved by the Board of Supervisors due to BOTTKE's incapacity, or for any other reason, BOTTKE shall not receive any salary, stipend or other compensation hereunder once BOTTKE's accrued leave balances have been exhausted. Time spent on an unpaid leave of absence shall not be treated as COUNTY service for any purpose under this Agreement and BOTTKE shall not accrue PTO benefits while on unpaid leave.

If the COUNTY believes BOTTKE is abusing leave, they may require satisfactory evidence of sickness or disability before payment of leave will be made.

Should BOTTKE fail to return to work within three workdays of the expiration of approved leave, BOTTKE shall be deemed to have tendered an automatic resignation. However, when there are extenuating or mitigating circumstances which delay the employee's return, the COUNTY will allow BOTTKE an opportunity to provide the circumstances to make a final determination of employment by way of appealing a finding that BOTTKE had automatically resigned.

Health insurance will be continued on the normal premium share-of-cost basis for the duration of any statutory leaves of absence. Prior to five (5) years of continuous regular COUNTY service, if BOTTKE is on a leave of absence beyond any accrued leaves, she may maintain the COUNTY's group health insurance coverage for one (1) full calendar month on the normal premium share-of-cost basis. After five (5) or more years of continuous regular COUNTY service, if BOTTKE is on a leave of absence beyond any accrued leaves, BOTTKE may maintain the COUNTY's group health insurance coverage for a total of three (3) months on the normal premium cost-sharing basis. BOTTKE may receive the insurance continuation payment by the employer only once in a twelve (12) month period. The twelve (12) month period begins the date BOTTKE returns to work from the leave of absence in which BOTTKE completed the use of the one (1) month or three (3) month insurance continuation payment benefit referred to in this section.

Section 17: Performance Evaluation

The Chief Administrator shall review and evaluate the performance of BOTTKE at least once

during each year. Said review and evaluation shall be conducted in a manner consistent with COUNTY Department Head evaluation policies. Said criteria may be added to or deleted from as COUNTY may from time to time determine, in consultation with BOTTKE. Further, the COUNTY Chief Administrator shall provide BOTTKE with a summary written statement of the findings and provide an adequate opportunity for BOTTKE to discuss her evaluation with the Chief Administrator, and as appropriate, the Board of Supervisors.

At the time of evaluation, COUNTY and BOTTKE shall define such goals and performance objectives that they determine necessary for the proper operation of the Health Services Agency Department and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. The goals and objectives shall generally be attainable within the time and budgetary resources provided.

In effecting the provisions of this Section, COUNTY and BOTTKE mutually agree to abide by the provisions of applicable law.

Section 18: Safety

COUNTY desires to maintain a safe place of employment for COUNTY employees and to that end, COUNTY shall make all reasonable provisions necessary for the safety of employees in the performance of their work.

Section 19: Indemnification

To the extent that BOTTKE is acting in her official capacity as the Executive Director, Health Services Agency, BOTTKE shall be considered as a COUNTY employee for purposes of indemnity and the COUNTY shall defend, save harmless, and indemnify BOTTKE against any tort, professional liability claim or demand or other legal action arising out of an alleged act or omission occurring within the course and scope of BOTTKE's duties as Executive Director, Health Services Agency.

Section 20: Bonding

COUNTY shall bear the full cost of any fidelity or other bonds required of BOTTKE under any law or ordinance.

Section 21: Notices

Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- A. COUNTY: Chairman of the Board of Supervisors, 727 Oak Street, Red Bluff CA, 96080
- B. BOTTKE: JAYME BOTTKE at the permanent address on record with the COUNTY Auditor

Alternatively, notices required pursuant to this agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 22: General Provisions

- A. The text herein shall constitute the entire agreement between the parties.
- B. This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of BOTTKE.
- C. This agreement shall become effective commencing 11/16/2024.
- D. If any provision, or portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement or portion thereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.

IN WITNESS WHEREOF, the Tehama County Board of Supervisors has caused this agreement to be signed and executed in its behalf by its Chairperson, and duly attested by the Clerk of Tehama County, and BOTTKE has signed and executed this agreement, both in duplicate, the day and year first above written.



JOHN LEACH
Chairman, Board of Supervisors



JAYME BOTTKE
Employee

Approved as to form:

MARGARET LONG
County Counsel

E-Contract Review
Approval as to Form

Department Name: Administration

Vendor Name: Jayme Bottke

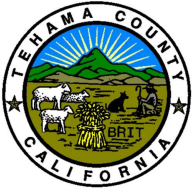
Contract Description: For the purpose of employment contract

APPROVED AS TO FORM:

A handwritten signature in blue ink, consisting of a large, stylized letter 'M' with a horizontal line extending to the right.

Date: 11/6/2024

Office of the Tehama County Counsel
Margaret E. Long, Interim County Counsel



Tehama County

Agenda Request Form

File #: 26-0049

Agenda Date: 1/27/2026

Agenda #: 25.

CLOSED SESSION

Requested Action(s)

a) PERSONNEL / PUBLIC APPOINTMENT OR EMPLOYMENT (Government Code Section 54957)

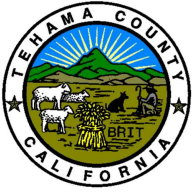
Title: Director of Public Works

Financial Impact:

None.

Background Information:

None.



Tehama County

Agenda Request Form

File #: 26-0087

Agenda Date: 1/27/2026

Agenda #: 26.

CLOSED SESSION

Requested Action(s)

a) CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Government Code Section 54956.8)

- 1) Property: APN 029-412-016-000
Agency Negotiator: Gabriel Hydrick
Negotiating Party: City of Red Bluff
Under Negotiation: Terms of Payment

Financial Impact:

[Click here to enter Financial Impact.](#)

Background Information:

[Click here to enter Background Info.](#)