

PERMIT TO KILL DEER, BEAR, ELK, WILD PIG, GRAY SQUIRREL, BEAVER, OR MOUNTAIN LION CAUSING CROP OR PROPERTY DAMAGE

8-6-09
DATE

Under the provisions of Sections 401 and 402, Title 14, CCR.

(b)(6)

(NAME) _____ (ADDRESS) _____
(b)(6) _____ is authorized to kill 1 BEAR
(CITY) _____ (ZIP) _____ (NUMBER) _____ (SPECIES) _____

upon property owned, leased or managed by the permittee as described as follows:

Location of property: SAME AS ABOVE

County: MONO Acres: _____

Property or Crops being damaged: KITCHEN CABINETS, KITCHEN WINDOW, SCREEN DOOR

Authorized method of take: PER MLPD/CHIEF SHINLEY APPROVAL ONLY If trap is used, trap no. _____

Required; See Section 465.5 (f)(1), Title 14, CCR

Steel-jawed leg-hold traps, padded or otherwise, are *prohibited*. Landowner may use: conibear traps; snares; cage and box traps; nets; suitcase-type live beaver traps; and common rat and mouse traps.

The carcass shall be tagged, field dressed and handled as follows: NOTIFY MLPD AND DFG UPON TAKE FOR CARCASS PICKUP AND DISPOSAL - WARDEN HERMANS (760) 937-1666 or 872-1171 DFG OFFICE, ALSO SHERIFF DISPATCH 932-7549

Briefly describe measures taken to prevent damage prior to issuance of this permit: TREES USED BY BEAR FOR ACCESS WRAPPEN IN METAL JACKET. BEAR DISCOVERED ALTERNATE ACCESS

I, the undersigned, acknowledge that I have read all the rules and regulations pertaining to this permit, as listed on the reverse, and the terms and conditions thereof, and agree to be bound by the same. By signing my name hereto, I specifically waive for myself, my heirs, administrators, assigns, and assignees, all claim and demand against the State of California, its officers, agents, servants, or employees for all injury or loss accruing or arising in any manner whatsoever while I am exercising the privileges granted by this permit. I further agree to save the State of California, its officers, agents, servants, or employees free and harmless from any and all damage accruing to any other person or persons directly or indirectly arising out of the use of the privileges granted by this permit.

(b)(6)

(SIGNATURE OF PERMITTEE)

TELEPHONE NUMBER

THIS PERMIT EXPIRES ON 8/30/09

Issued By MIKE MORRISON
(PRINT)

Title ASSOCIATE WILDLIFE BIOLOGIST

- WHITE—Permittee Copy
- YELLOW—WPB—Sacramento Copy
- BLUE—Regional Office Copy
- PINK—Issuing Officer Copy

Agreement **05100**

AGREEMENT FOR CONTROL OF ANIMAL DAMAGE ON PRIVATE PROPERTY

Date **081909**
MM DD YY

TYPE OF AGREEMENT - "/>

- 1. Temporary Agreement
- 2. Urban Agreement
- 3. Continuation Form
- 4. Amendment of an Existing Agreement
- 5. Addendum to a Non-Private Agreement
- 6. Supplement is not Required
- 7. Special Considerations in Section 6

PLEASE PRINT CLEARLY

SECTION 1

Cooperator's Name (b)(6)
Last First Middle Initial

Cooperator's Address (b)(6)
Street City

Business/Farm/Ranch Name **CIA** (b)(6)
State

Owner's Name (b)(6)
(if different from Cooperator's)

Owner's Address
Street City State Zip

SECTION 2

A. ADC Employee Name, ADC Code, State Code, and County Code
ADC Employee Name **287**
ADC Code
State
County

B. List each Land Class with its Corresponding Acreage

LAND CLASS	ACRES
1st 01	04
2nd	
3rd	
4th	
Total Acreage Protected	

C. If this is an Adjoining Property Agreement, List the Properties Protected

D. List all Species to be Targeted During Damage Control Activities

SPECIES	CODE
Black Bear	

SECTION 3

In consideration of the benefits to be derived from the proper control of damage caused by those species listed in Section 2(D) of the agreement, I the undersigned cooperator, do hereby give my consent, and concurrence, to the Animal and Plant Health Inspection Service (APHIS), (to include its officials, employees, and agents) to use, upon lands owned, leased, or otherwise controlled by me, and identified by this agreement, the following methods and devices:

METHOD	CODE	METHOD	CODE	METHOD	CODE	METHOD	CODE
Culvert trap							
Shooting							

SECTION 4

I, the cooperator, have been informed of the methods and the manner in which the control materials and devices listed in Section 3 will be used, and of the possible hazards associated with their use. I understand that APHIS, again to include its officers, employees, and agents will: exercise reasonable precautions to safeguard all persons and to prevent injury to animal life other than those listed in Section 2(D) above; guard against the mishandling of control devices and materials; and exercise due caution and proper judgment in all control operations.

SECTION 5

In consideration of these understandings and of the benefits to be derived, I, the cooperator, agree to: take reasonable precautions to prevent injury to livestock and other domestic animals; assume responsibility for injury to my property or to property under my control, when said injury is not the result of negligence on the part of APHIS; assist in maintaining such warning signs as APHIS may place out for the purpose of notifying persons entering onto such lands of the possible hazards associated with animal control measures in use thereon; and to give adequate warning to persons I authorize to enter onto such lands, of these possible hazards.

In recognition of the benefits to be derived from the use of the specified methods and devices authorized by this agreement, I, the cooperator, agree not to concurrently use or allow to be used upon lands covered by this agreement, any toxic material that might reasonably be expected to take a species listed in the above Section 2(D) unless such use of said toxicant is agreed to by APHIS in writing.

This agreement may be revoked by either party by a 30-day written notice.

SECTION 6

Special Considerations:
(b)(6)

SIGNATURE AND TITLE (LANDOWNER, LESSOR OR ADMINISTRATOR)	ADDRESS	DATE
SIGNATURE AND TITLE (APHIS Representative)	ADDY	DATE
Wade Carlson District Supervisor	Central	8-19-09
	(b)(6)	8-19-09

Agreement 05100

**AGREEMENT FOR CONTROL OF ANIMAL DAMAGE
ON PRIVATE PROPERTY**

Date 082009
MM DD YY

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SECTION 1

Cooperator's Name (b)(6)
Last First Middle Initial

Cooperator's Address (b)(6)
Street City

Business/Farm/Ranch Name CLAL (b)(6)
State Zip

Owner's Name (b)(6)
(If different from Cooperator's) Area Code Cooperator Telephone Number

Owner's Address
Street City State Zip

SECTION 2

A. ADC Employee Name, ADC Code, State Code, and County Code
ADC Employee Name 287
ADC Code
State
County

B. List each Land Class with its Corresponding Acreage

LAND CLASS	ACRES
1st	<input type="text"/> 0 <input type="text"/> 1 <input type="text"/>
2nd	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
3rd	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
4th	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Total Acreage Protected	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>

C. If this is an Adjoining Property Agreement, List the Properties Protected

D. List all Species to be Targeted During Damage Control Activities

SPECIES	CODE
<u>Black Bear</u>	<input type="text"/> <input type="text"/> <input type="text"/>
<input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/>
<input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/>
<input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/>
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<u>Culvert trap</u>	<input type="text"/> <input type="text"/> <input type="text"/>						
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SECTION 6

Special Considerations:

(b)(6)

DATE 8-20-09

DATE 8-20-09

SIGNATURE AND TITLE (APHIS Representative) Wade Carson District Supervisor ADDRESS Central

Mon 8-17-09

- ✓ ⑤ 07:00 - 12:00 Office Duties
✓ ⑤ 12:30 - 17:30 " "

Tue 8-18-09

- ✓ ⑤ 07:00 - 07:30 TA 09900 Ground Squirrel
damage to landscape \$40 Rec trapping, env. manipulation to landscape
✓ ④.5 07:30 - 12:00 Office Duties
✓ ④ 12:30 - 16:30 " "

Wed 8-19-09

- ✓ ⑤ 08:00 - 13:00 Travel to Mammoth Lakes
✓ ⑥.5 13:30 - 20:00 Set 1 culvert trap for
degradation bear that has broken into & damaged at least 12 cabins \$4,000
✓ ① 22:00 - 23:00 Check culvert trap released
3 raccoons 2 different times in the night - need to get them out of here!
scotched a bear behind the cabin at 22:30 but could not get positive I.O.
that it was the blonde colored bear.

Thurs 8-20-09

- ✓ ⑤ 09:00 - 14:00 check culvert trap
and find locations for 2 other OFB culvert traps - agreements
signed. ⑤ 15:00 - 20:00 set 2 other Culvert traps
✓ ① 23:00 - 24:00 check culvert traps
throughout the night.

Fri 8-21-09

✓ ⑤ 06:00 - 11:00 check 3 culvert traps
remove 3 culvert traps meet with Chief of Police

✓ ④.5 11:30 - 16:00 Travel back home
bear never came back.

Sat 8-22-09

✓ ① 09:00 - 10:00 Equip Repairs

* ATV
Used

Mon 8-31-09

- ✓ (3) 07:00 - 10:00 Sierra Firms Checkage
* 1 fig. samples taken & will be recorded by Stenner
✓ (2) 10:00 - 12:00 Office Duties
✓ (5) 12:30 - 17:30 " "

Tue 9-1-09

- ✓ (5) 07:30 - 12:30 Office Duties
✓ (3) 13:00 - 16:00 Travel to Minnerth Lakes

Wed 9-2-09

- ✓ (4) 09:00 - 13:00 meetings
✓ (2) 14:00 - 16:00 meetings
✓ (5) 16:00 - 21:00 Travel Home

Thurs 9-3-09

- ✓ (4) 08:30 - 12:30 office Duties
✓ (3.5) 13:00 - 16:30 " "

Fri 9-4-09

- ✓ (1) 08:00 - 09:00 Equip Maintenance

Sat 9-5-09

- ✓ (1.5) 18:00 - 19:30 Equip Maintenance



Agreement Number: 09-73-06-9-346-FA

Account Code: 983-7306-915

COOPERATIVE SERVICE FIELD AGREEMENT**Between**

Town of Mammoth Lakes

and**UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES** **ENTERED****ARTICLE 1**

The purpose of this agreement is to cooperate in a wildlife damage management project as described below.

Conduct a wildlife damage management project to remove black bears causing property damage in the Mammoth Lakes area. Bears for which depredation permits have been issued will be trapped using a culvert trap and then humanely euthanized.

ARTICLE 2

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101 Stat. 1329-331, 7 U.S.C. 426c), for the Secretary of Agriculture to cooperate with States, individuals, public and private agencies, organizations, and institutions in the control of wild mammals and birds that are reservoirs for zoonotic diseases, or are injurious or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and public health and safety.

ARTICLE 3

APHIS-WS and the Cooperator agree:

1. APHIS-WS will provide the requested wildlife damage management service;
2. The Cooperator will reimburse the U.S. Department of Agriculture the sum of \$ 1,281 to cover the costs listed below:

Salary & Benefits - \$ 1,081 Vehicle - \$ 100 Supplies - \$ 100
3. Payment will be made by check payable to U.S. Department of Agriculture by mutually agreed upon date. In accordance with the Debt Collection Improvement Act (DCIA) of 1996, invoices issued by APHIS-WS are due and payable within 30 days of receipt.
4. The performance of WDM 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 environmental statutes. APHIS-WS will not make a final decision to conduct requested WDM actions until it has made the determination of such compliance.

5. Nothing in this Agreement shall prevent any other individual or organization from entering into separate Agreements with APHIS-WS for the purpose of controlling wildlife damage.

ARTICLE 4

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

ARTICLE 5

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 there from.

ARTICLE 6

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

All WDM activities will be conducted in accordance with applicable Federal, State, and local laws and regulations.

This Agreement shall become effective August 18, 2009 and shall continue through August 21, 2009. This Agreement may be amended or terminated at any time by mutual agreement of the parties in writing. Further, in the event the Cooperator does not, for any reason, deposit necessary funds, APHIS-WS is relieved of the obligation to provide services under this Agreement.

Cooperator Name, Address & Phone

Rob Clark (Town Manager)

P.O. Box 1609

Mammoth Lakes, CA 93546

(760) 934-8989

77-0043067

Cooperator's Federal Tax Identification Number

Rob Clark

Cooperator's Signature

8/19/09

Date

U.S. DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES

Craig Coolahan
3419-A Arden Way
Sacramento, CA 95825
(916) 979-2675

Craig Coolahan

State Director's Signature

9-3-09

Date