

DATA SHARING AND CONFIDENTIALITY AGREEMENT
BETWEEN THE
CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE (CDFW)
AND THE
COUNTY OF SISKIYOU (COUNTY)
CONCERNING THE RELEASE AND USE OF CONFIDENTIAL WILDLIFE
INFORMATION

WHEREAS, CDFW is the trustee agency for fish and wildlife in California and manages the conservation of the State and federally endangered gray wolf within the State of California,

WHEREAS, certain members of the gray wolf population in California are fitted with tracking collars to inform CDFW's management efforts,

WHEREAS, the tracking collar information is confidential and exempt from mandatory disclosure to the public under the California Public Records Act ("CPRA"; California Government Code sections 7920.000 *et seq.*),

WHEREAS, the COUNTY is a subdivision of the State, providing essential services including but not limited to protecting the health, welfare and property of the residents and visitors of COUNTY,

WHEREAS, CDFW is willing to disclose the INFORMATION to COUNTY, and COUNTY is willing to receive the INFORMATION on the terms and conditions described herein,

NOW, THEREFORE, CDFW and COUNTY hereby agree that their interactions shall be guided by provisions of this Data Sharing and Confidentiality Agreement (Agreement).

1. Purpose

1.1 The purpose of this Agreement is to enable the County and CDFW (collectively "Parties") to share certain records, consistent with Government Code section 7921.505(c)(5) and other relevant law, for the primary purpose of facilitating the Parties' respective programs to minimize wolf-livestock conflict in order to achieve greater wolf conservation and livestock protection, to establish the content, use, and protection of data needed by COUNTY for the purpose of facilitating Gray Wolf recovery by minimizing wolf-livestock conflicts and understanding potential wolf depredations, behavior, distribution and abundance in COUNTY, while not waiving any relevant exemption of the CPRA. Additional details regarding the INFORMATION are provided in Attachment A.

Conserving California's Wildlife Since 1870

1.2 Government Code section 7921.505(c)(5) states that disclosure made by any governmental agency to any other governmental agency that agrees to treat the disclosed material as confidential will not constitute a waiver of any relevant exemption of the California Public Records Act. The Parties therefore agree, pursuant to Government Code section 7921.505(c)(5), that the confidentiality of the INFORMATION will be maintained consistent with Government Code section 7922.000, the public interest balancing test provisions of the CPRA. Specifically, the Government Entities agree that the public interest served by maintaining the confidentiality of INFORMATION outweighs the public interest served by release of the INFORMATION given the risks to gray wolf conservation associated with sharing sensitive species location data.

1.3 The Parties further agree that, as provided in and consistent with Government Code section 7921.505(c)(5) and other relevant law, the INFORMATION will only be shared with the persons authorized to access confidential information listed in Attachment B and that all INFORMATION obtained by the Parties pursuant to this agreement will be used only for purposes that are consistent with existing law.

1.4 The Parties further agree that if one Party receives a CPRA request to which that Party believes it is required to disclose any of the INFORMATION, or if one of the Parties is otherwise required by law to disclose any of the INFORMATION, such Party shall provide notice to the Party that provided the INFORMATION at least ten days prior to any planned disclosures.

2. Period of Agreement

The Agreement shall be in effect from the date of last signature to December 31, 2027, or upon prior termination by either party. This Agreement may be extended by consent and signature of both parties.

3. Definitions

Parties means CDFW and COUNTY.

CDFW includes its officers, employees, agents and any other representatives.

COUNTY for purposes of entering into this agreement includes its officers, employees, agents and other duly authorized representatives. However, only COUNTY representatives listed in Attachment B are authorized recipients of the INFORMATION.

INFORMATION includes collectively any Gray Wolf location data which is

furnished by CDFW to COUNTY pursuant to this Agreement and is detailed in Attachment A.

4. Intended Use of Data

4.1 COUNTY agrees to use the Information from CDFW's Gray Wolf Management Program for the strict purpose as described in Section 1. If the INFORMATION is used for any other purpose other than as authorized under this Agreement, further access to the INFORMATION may be denied and this Agreement may be terminated immediately.

4.2 Description of Data:

CDFW shall provide Gray Wolf location data as described in Attachment A. COUNTY acknowledges that Attachment A and any data described within and delivered to COUNTY by CDFW will be current only as of the date of access. CDFW reserves the right to edit, add, delete or change its data systems as CDFW considers it necessary to the functions of CDFW or as applicable to comply with federal and state laws without notice to COUNTY. CDFW will notify COUNTY within 5 days if any edit, addition, deletion or change to its data systems is expected to affect the accuracy or timeliness of the INFORMATION provided pursuant to this agreement.

5. Data Transfer

All INFORMATION transferred through internal and external networks shall adhere to NIST SP 800-171 Requirements 3.13.8. All INFORMATION that is transferred by means other than internal and external networks shall adhere to NIST SP 800-171 Requirements 3.8.5 and 3.8.6.

6. Constraints on Use of Data

6.1 CDFW is the exclusive owner of the INFORMATION subject to this Agreement. COUNTY will in all respects treat it as the proprietary INFORMATION of CDFW in accordance with all procedures reasonably necessary to protect CDFW's proprietary rights therein, consistent with the legal authorities available to COUNTY. COUNTY will maintain the confidentiality of the INFORMATION consistent with legal authorities available to COUNTY, including but not limited to the applicable California state laws.

6.2 In the event that COUNTY receives a formal request for the INFORMATION pursuant to the CPRA or any other applicable law, COUNTY will notify CDFW at least 10 days prior to responding to the request. Pursuant to Government Code §7922 this INFORMATION is confidential and is exempt from disclosure under the CPRA.

6.3 COUNTY shall only use the INFORMATION for the purposes identified in Section 1.

6.4 COUNTY shall restrict disclosure of the INFORMATION solely to those individuals working for COUNTY identified in Attachment B. COUNTY shall advise such individuals, before they receive access to the INFORMATION, of COUNTY's obligations under this Agreement. COUNTY will notify CDFW immediately when an individual identified in Attachment B is no longer employed with COUNTY or changes positions within the COUNTY so that PARTIES may initiate appropriate amendments to Attachment B. COUNTY shall take steps to ensure that all individuals identified in Attachment B shall comply with the provisions of this Agreement, including requiring: all agents (contractors) to sign a non-disclosure agreement consistent with the provisions of this Agreement; and all employees and other individuals working on the activities identified in Section 1 to sign a statement affirming that they have read this Agreement and will maintain its obligations.

6.5 COUNTY will not share the INFORMATION associated with any individual wolf, or information extrapolated from the INFORMATION including the location of potential den sites or rendezvous sites, with any individual not listed in Attachment B.

6.6 COUNTY may share the approximate location (no more precise than 1 square mile) verbally or by cellphone text message (e.g., SMS/MMS/RCS text message) of a wolf or group of wolves with individuals other than those listed in Attachment B to facilitate livestock husbandry practices or deployment of non-lethal deterrents to reduce the risk of wolf-livestock conflict.

6.7 COUNTY may share the location of a potential wolf-livestock depredation verbally or by cellphone text message (e.g., SMS/MMS/RCS text message) to the directly-affected livestock producer and county staff authorized to conduct depredation investigations to facilitate a field investigation pursuant to the Wolf Livestock Compensation Program.

6.8 Any results, summaries, or other work products based upon this INFORMATION will be delivered only to CDFW.

6.9 COUNTY will be granted read-only access to the online platform for wolf GPS collar location data in Siskiyou County. COUNTY may not download, copy, or otherwise electronically extract or store data from this platform except as provided for in sections 6.6 and 6.7. Any data incidentally received or stored under this Agreement, backups of these data, and all related materials that contain any portion of these confidential data will be removed

from computer equipment in accordance with Section 10 after it has been used for its stated purposes.

7. Data Security

7.1 To protect CDFW data from unauthorized physical and electronic access and to ensure the confidentiality, availability and integrity of all data shared, COUNTY shall, for all systems that access or hold INFORMATION, meet or exceed industry best practices for physical security, data security, network security, and access controls, both technically and procedurally, including compliance with Federal Information Processing Standards (FIPS) Publication 200, *Minimum Security Requirements for Federal Information and Information Systems*, and National Institute of Standards and Technology (NIST) Special Publication 800-171, *Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations*.

7.2 All INFORMATION will be kept on and accessed from COUNTY systems. COUNTY will apply security patches and upgrades, and keep virus software up-to-date on all systems on which INFORMATION may be used.

7.3 In the event that INFORMATION is improperly accessed or breached from COUNTY systems, COUNTY shall take measures to prevent further access to INFORMATION or further breach incidents. In addition, COUNTY will notify CDFW within 24 hours of discovering any unauthorized access. CDFW shall have the right to participate in the investigation of a security incident involving its INFORMATION or conduct its own independent investigation, and COUNTY shall cooperate fully in such investigations. Despite any preventive measures taken by COUNTY, CDFW retains the right to terminate this Agreement consistent with Section 10.0 of this Agreement.

7.4 COUNTY shall be responsible for all costs incurred by CDFW due to a security incident resulting from COUNTY's failure to perform or negligent acts of its personnel, and resulting in an unauthorized disclosure, release, access, review, or destruction; or loss, theft or misuse of INFORMATION. If CDFW reasonably determines that notice to the individuals whose data has been lost or breached through such incident is appropriate, COUNTY will bear any and all costs, up to \$25,000, associated with the notice or any mitigation deemed necessary by CDFW to comply with state laws and regulations, including but not limited to SAM 5340, SIMM 5340-A, and SIMM 5340-C. These costs include, but are not limited to, staff time, material costs, postage, media announcements, and other identifiable costs associated with the breach or loss of data.

8. Compliance with Applicable Laws and Regulations

8.1 The validity, construction, and performance of this Agreement are governed by the laws of the State of California.

8.2 The CPRA authorizes any person to institute a proceeding for injunctive or declarative relief, or for a writ of mandate, in any court of competent jurisdiction, to enforce a person's right under this division to inspect or receive a copy of any public record or class of public records. PARTIES shall bear their own costs in any such proceeding.

8.3 COUNTY shall comply with all applicable state and federal laws and regulations protecting the INFORMATION that is provided pursuant to this Agreement including the privacy of personal INFORMATION.

9. Amendments and Alterations to this Agreement

9.1 This Agreement constitutes the entire agreement between CDFW and COUNTY for the purpose described in Section 1, and no other statements or representations, written or oral, shall be deemed to exist or to bind the parties for the stated purpose. CDFW and COUNTY may amend this Agreement at any time, provided that the amendment is with the consent of both parties, in writing, and signed by authorized persons.

9.2 Instances where written amendments are required include the expansion of the confidential data covered under the Agreement.

10. Termination of the Agreement

10.1 This Agreement may be terminated at any time, for any reason by either party; and in any case terminates as described in section 2.0, unless extended pursuant to section 2.0 or section 9.0.

10.2 As indicated in Section 6.9, COUNTY shall have read-only access to the online platform for wolf GPS collar location data in Siskiyou County. In the event this Agreement is terminated, COUNTY shall return to CDFW all INFORMATION covered by this Agreement that was incidentally received or stored as well as any backups and all related materials that contain any portion of the INFORMATION, or confirm that COUNTY has destroyed all INFORMATION in its possession. Once the INFORMATION and related materials are transferred to CDFW, COUNTY shall sanitize the INFORMATION from the COUNTY systems in accordance with NIST SP 800-171 Requirement 3.8.3. CDFW may request independent confirmation of data sanitation. COUNTY's obligations of confidentiality and restrictions on use of the INFORMATION pursuant to this Agreement shall continue in full force and effect, and shall survive termination of this Agreement.

11. Dispute Resolution

Except as otherwise provided in this Agreement, should a bona fide dispute arise between CDFW and COUNTY regarding subjects of this Agreement, it is the expectation of both COUNTY and CDFW that the Parties shall meet and resolve the issue through discussion and negotiation. If the Parties are unable to resolve the dispute through good faith discussions, the Parties reserve the right to seek legal remedies as appropriate.

12. Miscellaneous Provisions

12.1 It is expressly understood that the confidentiality of the INFORMATION is statutory in nature and cannot be waived by any act or omission of CDFW.

12.2 This Agreement constitutes the entire understanding between CDFW and COUNTY with respect to the subject and purpose described in section 1.0 and supersedes any prior or contemporaneous understandings or agreements, whether oral or written.

12.3 CDFW provides the INFORMATION to assist with the purpose and intended uses identified in Sections 1.0 and 4.0 of this Agreement. The INFORMATION may not be comprehensive and should not be relied upon as an exhaustive compilation of wolf locations in COUNTY. CDFW cannot accept responsibility for errors, omissions, or positional accuracy, and therefore, there are no warranties, express or implied, which accompany this Agreement. Modification or termination of this Agreement may occur consistent with the terms of this Agreement and without liability to either party. CDFW shall not be held liable for improper or incorrect use of the INFORMATION.

13. Notices

Any notices made in connection with this Agreement shall be in writing and sent certified mail to the following individuals and addresses:

For CDFW:

Chad Dibble, Deputy Director
Wildlife and Fisheries Division
California Department of Fish and Wildlife
P.O. Box 944209
Sacramento, CA 94244-2090
Telephone: (916) 206-9171
E-mail: Chad.Dibble@wildlife.ca.gov

For COUNTY:

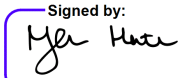
F. Dean Morgan, County Counsel
County of Siskiyou
1312 Fairlane Road, Suite 6
Yreka, CA 96097
Telephone: (530) 842-8100
E-mail: fdmorgan@co.siskiyou.ca.us

14. Independent Capacity

The employees or agents of each Party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

SIGNATURE PAGE

This Agreement may be executed in counterparts, with each Party signing a copy of this Signature Page, and the individual signed pages constituting one completely executed document. Electronic signatures shall be considered the equivalent of original signatures. In signing, the signatories attest they are each duly authorized to execute this Agreement.

Signed by:


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Meghan Hertel, Director
California Department of Fish and Wildlife
P.O. Box 944209
Sacramento, CA 94244-2090

6/24/2026

DATE: _____

DocuSigned by:


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Stephen Adams, Chief Information Officer
Data and Technology Division
California Department of Fish and Wildlife
P.O. Box 944209
Sacramento, CA 94244-2090

6/24/2026

DATE: _____

DocuSigned by:


132FDFECF23F4FD...

Jason Roberts, Acting Regional Manager
Northern Region
California Department of Fish and Wildlife
601 Locust Street
Redding, CA 96001

6/24/2026

DATE: _____

Signed by:


7D324107A74C40D...

Authorized County Representative Signature

6/24/2026

DATE: _____

Name (please print): F. Dean Morgan, County Counsel

Electronic Mail Address: fdmorgan@co.siskiyou.ca.us

Physical Mailing Address: 1312 Fairlane Road, Suite 6, Yreka, CA 96097

Attachment A

INFORMATION Description

General Description	The primary purpose of sharing the data is to facilitate the Parties' respective programs to minimize wolf-livestock conflict in order to achieve greater wolf conservation and livestock protection, and to facilitate Gray Wolf recovery by minimizing wolf-livestock conflicts and understanding potential wolf depredations, behavior, distribution and abundance in Siskiyou County.
1. Data Requested	CDFW Gray Wolf Telemetry Collar Location Data
2. Delivery Timeline Request	As soon as possible
Process:	COUNTY will be granted read-only access to the online platform for wolf GPS collar location data in Siskiyou County. COUNTY may not download, copy, or otherwise electronically extract or store data from this platform, except as specifically provided for in Sections 6.6 and 6.7.
File Name:	To be determined
Format:	To be determined
Data Fields Provided	i. Latitude ii. Longitude iii. Date and time of location iv. Wolf ID v. Date and time of data download

Per Federal Information Processing Standards Publication 199, these data have the FIPS Classification = {(confidentiality, high), (integrity, moderate), (availability, low)}.

Attachment B

Authorized Recipients of INFORMATION [include full name, title and phone number]

NAME	TITLE	PHONE NUMBER
Cody Von Saltza	County Trapper	(530) 340-0489
Dennis Moyles	County Trapper	(530) 598-0676
Brandon Konicke	GIS Coordinator	(530) 643-3193
Jeremiah LaRue	Sheriff	(530) 598-4200
Sam Kubowitz	Sergeant	(530) 598-4208
Troy Costales	Deputy Sheriff	(530) 598-2906