

## **DRAFT Agreement for California Tiger Salamander Pitfall Trap Studies and Related Services**

This agreement (“Agreement”) is by and between **Sonoma County Water Agency**, a body corporate and politic of the State of California (“Sonoma Water”) and **Sonoma County Public Infrastructure** (“SPI”). The Effective Date of this Agreement is the date the Agreement is last signed by the parties to the Agreement, unless otherwise specified in Paragraph 5.1.

### **RECITALS**

1. The California tiger salamander (CTS), *Ambystoma californiense*, is protected under the Federal and California Endangered Species Acts. Impacts to CTS habitat may require off-site preservation. SPI intends to develop a CTS conservation bank at the property located at 403 Mecham Road in unincorporated Sonoma County (Wilson Property).
2. Following two seasons of negative aquatic surveys for CTS at the Wilson Property, SPI intends to perform pitfall trap surveys at the Wilson Property as part of due diligence for the development of a mitigation and multi-species conservation bank, and to evaluate whether the site will serve as habitat for CTS. The pitfall trap surveys will support bank entitlement and potential CTS credit generation.
3. As a component of the Interagency Review Team (IRT) process, and while considering whether the Wilson Property is a possible candidate to introduce CTS, the California Department of Fish and Wildlife (CDFW) and the United States Fish and Wildlife Service (USFWS) requested additional data as to whether CTS already inhabit the Wilson Property.
4. A monitoring plan for Wilson Property was prepared by SPI and was approved by USFWS and CDFW (monitoring plan).
5. SPI is requesting Sonoma Water conduct the CTS monitoring using Sonoma Water’s existing state and federal permits.
6. Under this Agreement, Sonoma Water will inspect the installed drift fence and pitfall traps and monitor for adult CTS at the Wilson Property during the 2024-2025 wet season.

In consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

### **AGREEMENT**

#### **1. RECITALS**

- 1.1. The above recitals are true and correct and are incorporated herein.

#### **2. LIST OF EXHIBITS**

- 2.1. The following exhibits are attached hereto and incorporated herein:
  - a. Exhibit A: Scope of Work.

- b. Exhibit B: Sample Rates and Expenses.
- c. Exhibit C: Estimated Budget for Scope of Work.
- d. Exhibit D: Monitoring Plan Request to USFWS and CDFW.

**3. SCOPE OF SERVICES**

- 3.1. *Sonoma Water’s Specified Services:* Sonoma Water shall perform the services described in Exhibit A (Scope of Work), within the times or by the dates provided for in Exhibit A. In the event of a conflict between the body of this Agreement and Exhibit A, the provisions in the body of this Agreement shall control.
- 3.2. *Cooperation with SPI:* Sonoma Water shall cooperate with SPI in the performance of all work hereunder. Sonoma Water shall coordinate the work with SPI’s Project Manager. Contact information and mailing addresses:

<b>Sonoma Water</b>	<b>SPI</b>
Project Manager: David Cook 404 Aviation Boulevard Santa Rosa, California 95403-9019 Phone: 707-547-1944 Email: david.cook@scwa.ca.gov	Contact: Tiffany Seder 400 Aviation Boulevard, Suite 100 Santa Rosa, California 95403-9019 Phone: 707-565-3311 Email: tiffany.seder@sonoma-county.org
<b>Remit payments to:</b>	<b>Remit invoices to:</b>
Anika McLea Same address as above	Same address as above

**4. PAYMENT**

- 4.1. *Total Costs:* Total costs under this Agreement shall not exceed \$168,942.
- 4.2. *Method of Payment:*
  - a. Sonoma Water shall be paid current weighted labor rates, including overhead, for Sonoma Water staff performing work under this Agreement plus actual costs of applicable materials. Weighted labor rates as of August 5, 2024, are listed in Exhibit B (Sample Rates and Expenses). Rates are subject to change.
  - b. Upon execution of this Agreement and receipt of invoices thereof, SPI will prepare a journal voucher transfer for each payment to Sonoma Water.
- 4.3. *Invoices:* Sonoma Water shall submit its bills in arrears on a quarterly basis, based on work completed for the period, in a form approved by SPI. The bills shall show or include:
  - a. Sonoma Water.
  - b. Agreement title and TW 24/25-017.
  - c. Project-Activity Code T0631B011.
  - d. Task performed with an itemized description of services rendered by date.

- e. Summary of work performed by subconsultants, as described in Paragraph 12.3.
  - f. Time spent in 1/10th hour increments.
  - g. Hourly rate or rates of the persons performing the task.
  - h. List of reimbursable materials and expenses.
  - i. Copies of receipts for reimbursable materials and expenses.
- 4.4. *Cost Tracking:* Sonoma Water has provided an estimated breakdown of costs, included in Exhibit C (Estimated Budget for Scope of Work). Exhibit C will only be used as a tool to monitor progress of work and budget. Actual payment will be made as specified in Paragraph 4.2 above.
- 4.5. *Timing of Payments:* Payments shall be made within 90 calendar days after Sonoma Water's submittal of each invoice to SPI.

## **5. TERM OF AGREEMENT**

- 5.1. *Term of Agreement:*
- a. The term of this Agreement shall be from September 1, 2024, ("Effective Date") to December 31, 2025, unless terminated earlier in accordance with the provisions of Article 6 (Termination).
  - b. The parties shall have the ability to extend this Agreement for up to two additional years. Parties shall agree in writing for each extension by providing written notice to the other party thirty days in advance of the expiration date noted in this Article. The extension shall be formalized in an amended agreement or amendment signed by SPI and Sonoma Water.

## **6. TERMINATION**

- 6.1. *Authority to Terminate:* SPI's right to terminate may be exercised by Sonoma County Water Agency's General Manager.
- 6.2. *Termination Without Cause:* Notwithstanding any other provision of this Agreement, at any time and without cause, either party shall have the right, in its sole discretion, to terminate this Agreement by giving five days written notice to the other party.
- 6.3. *Termination for Cause:* Notwithstanding any other provision of this Agreement, should either party fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, a party may give the other party written notice of such failure to perform the obligations hereunder. The party receiving notice shall have a reasonable time to cure any defect. If the defect is not cured within a reasonable time, the party providing notice of the defect may terminate this Agreement by providing written notice to the other party stating the reason for termination.

6.4. *Payment Upon Termination:* Upon termination of this Agreement by SPI, Sonoma Water shall be entitled to receive as full payment for all services rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services rendered hereunder by Sonoma Water bear to the total services otherwise required to be performed for such total payment; provided, however, that if services are to be paid on a per-hour or per-day basis, then Sonoma Water shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to termination multiplied by the applicable hourly or daily rate.

## **7. MUTUAL INDEMNIFICATION**

7.1. Each party to this Agreement (the “Indemnifying Party”) agrees to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the other party (the “Indemnified Party”), and the Indemnified Party’s supervisors, officers, agents, and employees, from and against any and all liabilities, actions, claims, damages, disabilities, or expenses that may be asserted by any person or entity, including the Indemnifying Party, to the extent resulting from the Indemnifying Party’s breach of any material term of this Agreement, or Indemnifying Party’s negligence or willful misconduct in connection with the performance of this Agreement, but excluding liabilities, actions, claims, damages, disabilities, or expenses to the extent arising from Indemnified Party’s breach of any material term of this Agreement, or Indemnified Party’s negligence or willful misconduct in connection with the performance of this Agreement. The Indemnified Party shall have the right to select its legal counsel at the Indemnifying Party’s expense, subject to the Indemnifying Party’s approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for the parties hereto or their agents under workers’ compensation acts, disability benefit acts, or other employee benefit acts.

## **8. PROSECUTION OF WORK**

8.1. Sonoma Water is authorized to proceed immediately with the performance of this Agreement upon the Effective Date of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Sonoma Water’s performance of this Agreement shall be extended by a number of days equal to the number of days Sonoma Water has been delayed.

**9. EXTRA OR CHANGED WORK**

- 9.1. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Changes to lengthen time schedules or make minor modifications to the scope of work, which do not increase the amount paid under the Agreement, may be executed by Sonoma County Water Agency's General Manager and Sonoma County Public Infrastructure's Department Head in a form approved by County Counsel.

**10. REPRESENTATIONS OF SONOMA WATER**

- 10.1. *Status of Sonoma Water:* The parties intend that Sonoma Water, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Sonoma Water is not to be considered an agent or employee of SPI and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits SPI provides its employees.
- 10.2. *No Suspension or Debarment:* Sonoma Water warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Sonoma Water also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If Sonoma Water becomes debarred, Sonoma Water has the obligation to inform SPI.
- 10.3. *Taxes:* Sonoma Water agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Sonoma Water agrees to indemnify and hold SPI harmless from any liability which it may incur to the United States or to the State of California or to any other public entity as a consequence of Sonoma Water's failure to pay, when due, all such taxes and obligations. In case SPI is audited for compliance regarding any withholding or other applicable taxes, Sonoma Water agrees to furnish SPI with proof of payment of taxes on these earnings.
- 10.4. *Records Maintenance:* Sonoma Water shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to SPI for inspection at any reasonable time. Sonoma Water shall maintain such records for a period of four (4) years following completion of work hereunder.

- 10.5. *Nondiscrimination*: Sonoma Water shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County of Sonoma's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.
- 10.6. *AIDS Discrimination*: Sonoma Water agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

## **11. DEMAND FOR ASSURANCE**

- 11.1. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article 11 limits either party's right to terminate this Agreement pursuant to Article 6 (Termination).

## **12. ASSIGNMENT AND DELEGATION**

- 12.1. *Consent*: Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.
- 12.2. *Subcontracts*: Notwithstanding the foregoing, Sonoma Water may enter into subcontracts with the subconsultants specifically identified herein. If no subconsultants are listed, then no subconsultants will be utilized in the performance of the work specified in this Agreement.
- 12.3. *Summary of Subconsultants' Work*: Sonoma Water shall provide SPI with a summary of work performed by subconsultants with each invoice submitted under Paragraph 4.3. Such summary shall identify the individuals performing

work on behalf of subconsultants and the total amount paid to subconsultant, broken down by the tasks listed in the Scope of Work.

**13. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS, AND MAKING PAYMENTS**

- 13.1. *Method of Delivery:* All notices, bills, and payments shall be made in writing and shall be given by personal delivery, U.S. Mail, courier service, or electronic means. Notices, bills, and payments shall be addressed as specified in Paragraph 3.2.
- 13.2. *Receipt:* When a notice, bill, or payment is given by a generally recognized overnight courier service, the notice, bill, or payment shall be deemed received on the next business day. When a copy of a notice, bill, or payment is sent by electronic means, the notice, bill, or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill, or payment is deposited in the U.S. mail and postmarked on the date of the electronic transmission (for a payment, on or before the due date), (2) the sender has a written confirmation of the electronic transmission, and (3) the electronic transmission is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills, and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this Article 13.

**14. MISCELLANEOUS PROVISIONS**

- 14.1. *No Bottled Water:* In accordance with SPI Board of Directors Resolution No. 09-0920, dated September 29, 2009, no SPI funding shall be used to purchase single-serving, disposable water bottles for use in SPI facilities or at SPI-sponsored events. This restriction shall not apply when potable water is not available.
- 14.2. *No Waiver of Breach:* The waiver by either party of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.
- 14.3. *Construction:* To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Sonoma Water and SPI acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other.

Sonoma Water and SPI acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

- 14.4. *Consent:* Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.
- 14.5. *No Third-Party Beneficiaries:* Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
- 14.6. *Applicable Law and Forum:* This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or in the forum nearest to the City of Santa Rosa, in the County of Sonoma.
- 14.7. *Captions:* The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.
- 14.8. *Merger:* This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure section 1856. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
- 14.9. *Survival of Terms:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 14.10. *Time of Essence:* Time is and shall be of the essence of this Agreement and every provision hereof.
- 14.11. *Counterpart; Electronic Signatures:* The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together which when executed by the requisite parties shall be deemed to be a complete original agreement. Counterparts may be delivered via electronic means, or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and effect as an original document. This Agreement, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially available digital and/or electronic signature software or other electronic





IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last signed by the parties to the Agreement.

Reviewed as to funds:

TW 24/25-017

By: \_\_\_\_\_  
Sonoma County Water Agency  
Division Manager - Administrative Services

Approved as to form:

By: \_\_\_\_\_  
Adam Brand, Deputy County Counsel

**Sonoma County Water Agency**

**Sonoma County Public Infrastructure**

By: \_\_\_\_\_  
Grant Davis  
General Manager  
Authorized per Sonoma County Water Agency's Board of Directors Action on November 5, 2024

By: \_\_\_\_\_  
Johannes Hovertsz  
Director  
Authorized per County of Sonoma's Board of Supervisors Action on November 5, 2024

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# Exhibit A

## Scope of Work

### 1. TASKS

#### 1.1. Task 1: Project Management

- a. Prepare this Agreement and corresponding agenda item for SPI's Board of Supervisors and Sonoma Water's Board of Directors approval.
- b. Coordinate state and federal approval using Sonoma Water's existing permits with CDFW and USFWS.

Deliverable	Due Date
Proof of state and federal approval to implement project	Within 30 calendar days of Effective Date

#### 1.2. Task 2: Training

- a. Provide up to six trainings to SPI staff related to CTS monitoring activities. Training shall include, but is not limited to, the following topics:
  - i. Identification and ecology of CTS.
  - ii. How to monitor pitfall traps.
  - iii. How to conduct evening road surveys for migrating CTS.
- b. Coordinate training schedule and number of attendees with SPI.

#### 1.3. Task 3: Fence Installation Inspection

- a. Inspect the SPI-installed drift fence and pitfall trap arrays, totaling 9,800 feet of fence and 490 traps, for compliance with Exhibit D (Monitoring Plan Request to USFWS and CDFW).
- b. SPI is responsible for installation, maintenance, and removal of the monitoring equipment.
- c. Incorporate inspection results from monitoring equipment installation into the CTS report under Task 5 (Paragraph 1.5).

#### 1.4. Task 4: CTS Monitoring

- a. Monitor 490 pitfall traps for CTS from 20 to 40 days during the 2024/2025 wet season (approximately October 15, 2024, to April 15, 2025). Ensure monitoring occurs on each rainy day during the wet season as specified in Exhibit D.
  - i. Notify SPI and resource agencies within three business days of CTS being discovered during monitoring.
  - ii. For any vertebrates captured during the monitoring period, identify its species and record the number captured.
  - iii. If CTS are found, collect demographic data metrics, standard measurements, and a genetic swab.

- iv. Photograph and release the vertebrates at the entrance of the closest burrow proximal to the trap where it was captured.
- b. Complete up to six evening road surveys for CTS. Coordinate evening road surveys with training specified in Paragraph 1.2.a.iii.
- c. Compile and manage data collected during monitoring.
- d. Incorporate CTS monitoring and CTS evening road surveys into the CTS report under Task 5 (Paragraph 1.5).

1.5. Task 5: CTS Report

- a. Prepare a report on the findings of the CTS monitoring. Report should include, but is not limited to, the following:
  - i. Table of Contents.
  - ii. Summary of monitoring results.
  - iii. A detailed description of the work performed, including methodology, literature reviewed, and individuals and agencies contacted.
  - iv. Figures marking the locations of the drift fences and pit-fall traps, and the location of any CTS captures across the study area.
  - v. Analysis of the distribution and abundance of CTS, and demographic data.
  - vi. Other information to support the study.
- b. First Draft: Prepare report in draft form and submit to SPI for review and approval in accordance with the date listed in the deliverables table.
- c. Subsequent Draft(s): If SPI requests revisions, revise the draft deliverable and resubmit for SPI approval.
- d. Final. Following SPI approval and prior to SPI's acceptance of work under this Agreement, submit the final approved deliverable to SPI, USFWS, and CDFW. Submit report in accordance with the date listed in the deliverables table.

<b>Deliverable</b>	<b>Due Date</b>
Draft Report	Within 60 calendar days of the end of the monitoring period
Final Report	Within 30 calendar days of SPI's approval of draft

2. **DELIVERABLES**

- 2.1. Submit one electronic copy in PDF format (emailed, on USB flash drive, or via internet) of each final deliverable to SPI.
- 2.2. Include Agreement title and TW 24/25-017 on first page or cover of each deliverable.

## Exhibit B

### Sample Rates and Expenses

<b>Title</b>	<b>Hourly Rate*</b>
WA Senior Environmental Specialist	\$231
WA Environmental Specialist II	\$208
Water Agency Environmental Resources Manager	\$330
Water Agency Technical Writing Specialist	\$222
<b>Expenses</b>	<b>Cost</b>
Mileage for personal car	current IRS rate

\*Rates as of August 5, 2024. Rates subject to change.

## Exhibit C

### Estimated Budget for Scope of Work

Task	Estimated Cost
Task 1: Project Management	\$14,915
Task 2: Training	\$2,527
Task 3: Fence Installation Inspection	\$16,094
Task 4: CTS Monitoring	\$125,080
Task 5: CTS Report	\$10,326
<b>Total</b>	<b>\$168,942</b>

# Exhibit D

## Monitoring Plan Request to USFWS and CDFW

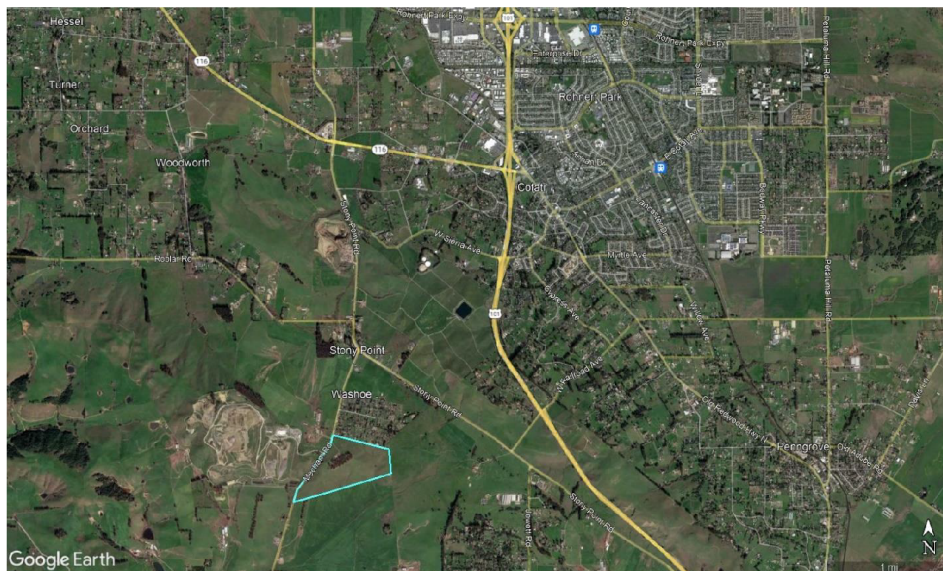


### MEMORANDUM

<b>TO:</b>	Recovery Permit Coordinator U.S. Fish and Wildlife Service Sacramento FWO	<b>FROM:</b>	Rob Schell Senior Wildlife Biologist TE-212445-3 SC-007966 GW-193190001-19324-001
<b>CC:</b>	Melanie Day, Nick Wagner, Laura Patterson California Department of Fish and Wildlife		
<b>DATE:</b>	September 8, 2023		
<b>SUBJECT:</b>	Request to perform upland trapping for FE, ST California Tiger Salamander at the Mecham Road Property, Sonoma County, California.		

#### Executive Summary

The purpose of this memo is request authorization to conduct protocol-level upland drift fence and pit-fall trapping for California tiger salamander (*Ambystoma californiense*; CTS) at or around a proposed mitigation parcel of land (Property) south of Stony Point, California in Sonoma County. The Property is shown outlined in blue below.



## **Purpose**

Following two seasons of negative aquatic surveys for CTS at the subject property, Sonoma County (County) has retained WRA, Inc. (WRA) to perform protocol-level upland trapping surveys at the proposed mitigation Property as part of due diligence associated with the development of a mitigation and multi-species conservation bank. As a component of the Interagency Review Team (IRT) process, and while considering whether the subject property is a possible candidate for a conservation introduction of CTS, Tara Kerss of CDFW and Toby McBride of the USFWS requested additional data as to whether CTS may occur.

Larval CTS have not been documented at the Property in the previous two years of surveys, performed by Jason Yakich (2022) and myself (2023). As per the California Natural Diversity Database, the nearest documented occurrences are respectively located approximately 0.4 mile to the north and 0.5 mile to the northeast, with additional occurrences at greater distances to the northwest, north, and east. There are also occurrences located approximately 3.5 miles to the southwest.

California red-legged Frog (*Rana draytonii*, CRLF) are known to occur on the property, including an egg mass incidentally detected at the pond in the southeastern corner of the property in 2022.

The goals of this study are as follows:

- Document the presence of CTS at one or more of the sites proposed as compensatory mitigation for the Project.
- If CTS are present, collect population and genetic data sufficient to determine that implementing the proposed mitigation project, including future enhancement through potentially construction or acquisition aquatic breeding habitat, will result in a viable, self-sustaining population of CTS on those mitigation lands.

To accomplish these goals, this request is to install and monitor 9,800 linear feet of CTS drift fence, and 490 pit-fall traps during the 2023-2024 wet season for adult CTS.

## **Site Conditions**

The Property is located at 403 Mecham Road (Study Area; APN 024-080-020) in unincorporated Sonoma County, California. The Property is also known as the “Wilson Property” and is the site of the proposed Mecham Road Mitigation Bank. The survey is in support of bank entitlement and potential CTS credit generation; a prospectus has been submitted to the relevant regulatory agencies on behalf of the bank sponsor, the County of Sonoma Public Infrastructure.

The Property currently supports a semi-permanent in-line impoundment (38.297681°, -122.732318°) that will be the focus of these surveys. The County would like to determine whether a translocation of CTS is appropriate, however before a Study Plan can be finalized for the consideration of the USFWS and CDFW. The IRT has requested that these additional surveys to confirm whether CTS currently inhabit the Property. It is expected that with above average rainfall, that if CTS currently breed at the Property, they would be detected in 2023, if present.



WRA performed an evaluation of the availability and density of CTS upland aestivation habitat that took into consideration slope, solar aspects, and burrow densities. The initial results of that analysis is attached to this request.

### **Methods**

A qualified installer would be contracted to install approximately 9,800 linear feet of drift fence, which equates to 90% of the perimeter boundary of the subject property. Pitfall traps will be placed along each side of the drift fence at 33-foot intervals. Ten pit-fall traps will be installed for every 200-foot long section of drift fence. There are currently 49, 200-foot drift fence arrays proposed, resulting in 490 pit-fall traps. The general trapping alignment proposed is shown below. This configuration takes into account the topography and aspects of the site, along with emphasizing the likely movement corridors between on-site and off-site habitats. The alignments below avoid drainages, cattle paths, and roads that the grazing leasee uses to tend to the livestock. All traps will be individually numbered and their locations recorded with a sub-meter Trimble GPS unit. Fence specifications are provided as an attachment.



Per USFWS Guidance, drift fence arrays should be installed by October 15th, or before the onset of the wet season. The drift-fence will be comprised of Ertec E-fence 24-inches wide. The bottom 6-inches of the fence will be trenched and buried approximately 6-inches below grade, leaving at least 18-inches of fence above ground. Pit-fall traps will consist of standard 2-gallon buckets installed at 33-foot intervals with breaks in the fence occurring every 66-feet. The buckets will have 4 x 1/4-inch holes drilled in the bottom to allow for drainage and a sponge at the bottom to retain moisture. The lids will have a standard 2x4 wooden plank affixed to the top to allow for the lids to be turned upside down when open and the lid orientated to reduce the amount of rainfall entering the bucket, reduce solar exposure and visually obscure the presence of any

salamanders to terrestrial or avian predators. Installation of the fence will be performed under the direct supervision of a biological monitor.

A trapping night will occur if 0.1-inch or more of rain falls during the day or is forecast to fall resulting in more than 0.1-inch in the preceding 24-hour period. All 490 traps would be opened before 6PM on any day meeting the described criteria. Based on predicted rainfall patterns for 2022-2023, this could be up to 40 trapping nights during the 2023-2024 wet season. At least 20 nights of trapping will occur during this effort.

Following a trapping night, the permitted biologist will walk all 9,800 linear feet of drift fence and check all 490 pit-fall traps for the presence of CTS. All captured vertebrates would be identified to species, counted, and released. Certain demographic data metrics and standard measurements, and a genetic swab will be collected from each captured CTS. The animal would be processed, photographed and released at the entrance of the closest burrow proximal to the trap where it was captured.

Following the completion of trapping, a contractor will remove all drift fencing and pit-fall traps and backfill the trench-lines and holes to previous grade. Because of the potential for CTS to be unearthed during fence removal, this work will be overseen by a biological monitor.

Following the completion of the upland trapping effort, a 90-day summary report will be prepared and submitted to USFWS and CDFW, per permit conditions. Figures will be prepared showing the locations of the drift fences and pit-fall traps, and the location of any CTS captures across the study area. Additionally, to the extent possible, the number of individuals, demographic data, and information about the population will be analyzed and reported. The report will conclude, based on the collected data, whether the site could ultimately support a population of CTS.

#### **Reporting**

Following the completion of the upland trapping effort, a 90-day summary report will be prepared and submitted to USFWS and CDFW, per permit conditions. Figures will be prepared showing the locations of the drift fences and pit-fall traps, and the location of any CTS captures across the study area. Additionally, to the extent possible, the number of individuals, demographic data, and genetic information about the population will be analyzed and reported.

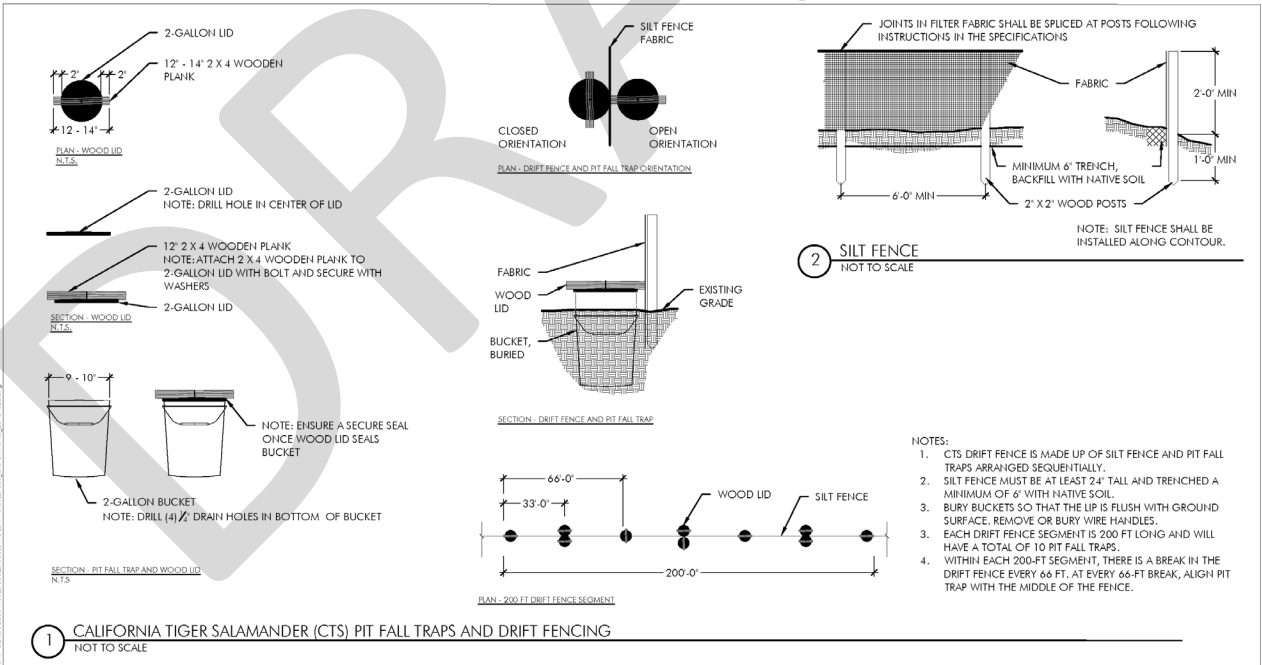
The USFWS and CDFW would be notified via email within three business days of CTS being discovered at the Property. A 90-day report will be prepared detailing the findings of the surveys.

Thank you in advance for your prompt attention to this request,

Sincerely,



Rob Schell  
TE-212445-3



Sources: WRA, Inc | Prepared by: jay, 10/26/2018

**CTS Pit Fall Traps and Drift Fencing**

5

