

APPENDIX C

CALIFORNIA RED-LEGGED FROG SITE-SPECIFIC CONSERVATION PLAN TEMPLATE

Participating Property Owner Name: _____

Certificate of Inclusion (CI No.): _____

This voluntary Site-Specific Conservation Plan (Plan) recognizes the important role that private landowners can play in the conservation of sensitive wildlife. The purpose of the Plan is to enable land management activities beneficial to sensitive species to be carried out on privately owned land while minimizing the impact of such activities on the right and ability of the owner or manager to use the property as he or she wishes. The Service and Participating Property Owners must also comply with any applicable local, State and Federal laws in carrying out specific measures included under this Plan, the Safe Harbor Agreement, Enhancement of Survival Permit and Certificate of Inclusion (CI).

1. Legal Description and Map of Enrolled Property: [Include a written legal description including any severed water or mineral rights and a map (Exhibit A) showing the enrolled property and areas designated for conservation activities as discussed in Section 4.2 of the Safe Harbor Agreement.]
2. Baseline for the California Red-legged Frog: [Include the acre and type of suitable habitat present and the number of California red-legged frogs on the lands at time of enrollment.]
3. Current Land Use: [Include a description of current land use practices on the land.]
4. Conservation Activities: [The following is a list of potential conservation activities to achieve a net conservation benefit on enrolled properties. An enrolled property will only be required to implement a subset based on site conditions and landowner approval. The Service can provide technical expertise to advise landowners on the following measures, at the landowner's discretion. Indicate which conservation activities will be undertaken based on the list below.]
 - 1) California Red-legged Frog Reintroduction: Upon signature by all parties, the enrolled property will be eligible to receive California red-legged frogs. Reintroduction activities will be carried out by the Service or designee and may include the following conservation activities depending on site conditions and the viability of frog populations. [Include additional specific information as necessary.
 - a) Enrolled properties with suitable habitat may be identified as a translocation site in coordination with the Service and program partners;
 - b) Established sites may serve as a source population for egg masses to be distributed to other locations, including Baja California; and
 - c) Monitoring and research including presence/absence surveys, mark-recapture and passive integrated transponder (PIT) tags may be conducted to evaluate reintroduction success and to assess population viability.
 - 2) Habitat Management: Upon signature by all parties, the enrolled property will be eligible for habitat management activities. These activities will be carried out by the

Participating Property Owner. [Describe specific management activities to be undertaken based on the list below. Provide details on methodology and anticipated results (e.g., quantities, acres, or periods of time).]

- a) Management of invasive and nonnative plant species, including the use of herbicides, particularly for those species that alter hydrological conditions, such as Arundo, tamarisk, eucalyptus, Himalayan blackberry, and cape ivy;
- b) Management of hydrology and flood control to provide suitable frog habitat including appropriately timed releases from impounding structures, removal of impediments, recontouring of channel banks and mitigation of sediment inputs;
- c) Revegetation of riparian and wetland habitat to provide breeding habitat, foraging habitat and cover;
- d) Restore upland buffer habitat for foraging and dispersal;
- e) Installation and maintenance of artificial ponds for the benefit of California red-legged frogs including maintaining appropriate water levels throughout the breeding season (November - April), vegetative cover and water depths greater than 3 feet to allow for escape from predators (Recovery Plan Appendix D); and
- f) Improve water quality through the establishment of wetland vegetation.

3) Mitigate Potential Threats: Upon signature by all parties, the enrolled property will be eligible for habitat management activities. These activities will be carried out by the Participating Property Owner. [Describe specific conservation activities to be undertaken based on the list below. Provide details on methodology and anticipated results (e.g., quantities, acres, or periods of time).]

- a) Control of nonnative predators including bullfrogs, crayfish and nonnative fish through such techniques as physical removal, euthanasia (including the use of firearms), and ceasing the artificial stocking of nonnative fish;
- b) Implement erosion control measures to reduce sedimentation into streams and watercourses.
- c) Reduce the use of pesticides within and near aquatic habitat;
- d) Minimize cattle grazing in streams and riparian areas through permanent fencing, seasonal restrictions or grazing rotations within the California red-legged frog breeding season (buffers and timing to be determined based on site conditions);
- e) Limit livestock and horse use of occupied areas to reduce water quality degradation associated with urination and defecation;
- f) Design and installation of trails and roads to minimize impacts to habitat and water quality;
- g) Measures to decrease exposure to contaminants and mineral fertilizers; and
- h) Disease sampling, monitoring and treatment.

5. Return to Baseline: [Describe property owner's interest in returning property to baseline or an elevated baseline. Describe activities relating to the return to baseline and extent of incidental take associated with it.].

6. Monitoring and Reporting: Each Participating Property Owner will be expected to respond to a questionnaire provided to them by the Service on an annual basis (Appendix D of the Agreement). California red-legged frog surveys may be coordinated on the enrolled property by the Service and program partners as funding is available. The Participating Property Owner will provide a completed questionnaire to be submitted by March 1st of each year that the CI is in effect. The questionnaire should include a description of the habitat management completed, and other ongoing routine land use activities occurring on the enrolled property. The Participating Property Owner will also promptly notify the Service of any wildfire, chemical spill, or other significant environmental event that occurs on or adjacent to the enrolled property and any unexpected incidental take on the enrolled property. These notifications may be by letter, e-mail, or phone.
7. Site-Specific Plan Duration: The duration of this Plan will be for a minimum of 10 years from the date of signature. The CI will be in effect for as long as the terms of the Agreement and this Plan are met.
8. Funding: Section 2 of the Endangered Species Act states that encouraging interested parties, through Federal financial assistance and a system of incentives, to develop and maintain conservation programs is a key to safeguarding the Nation's heritage in fish, wildlife, and plants. The Service will work the Participating Property Owner to identify potential funding sources for conservation activities and California red-legged frog monitoring conducted as part of this Plan. However, nothing in this Plan will be construed by the parties to require the obligation, appropriation, or expenditure of any funds from the U.S. Treasury [Identify funding sources.]
9. Assurances to the Participating Property Owner: Provided that the Participating Property Owner complies with the provisions outlined in this Plan, all the assurances as set forth in Section 1.5 of the Agreement will be provided to the Participating Property Owner. The Service assures that it will not impose conservation activities or restrictions on the use of the Participating Property Owners land, water, or resources additional to those already agreed upon throughout the term of the CI. Furthermore, the CI will provide the Participating Property Owner with incidental take coverage for the frog consistent with maintaining the baseline conditions as described in Section 2.0 of this Plan with the following conditions:
 - a) When a Participating Property Owner is implementing the conservation activities identified in Section 4.0 of this Plan.
 - b) When a Participating Property Owner is carrying out any legal covered land uses and activities (see Section 4.0 of the Agreement) on or adjacent to the enrolled property in concert with these conservation activities identified in Section 4.0 of this Plan.
 - c) When a Participating Property Owner is making any lawful use of non-enrolled properties that are adjacent to or in proximity of enrolled property.
 - d) When a Participating Property Owner is returning the enrolled property to baseline at any time through otherwise lawful means.
9. Modifications:
 - a) Site-Specific Conservation Plan and Certificate of Inclusion: Any party to this Plan and CI may propose modifications by providing written notice to the other parties

explaining the proposed modification, the reasons for the proposed modification, and the expected results of the modification. Approval of a modification will require the written consent of the Agreement Administrator and Participating Property Owner and must be consistent with the assurances described in Section 8.0 of the Agreement. The parties will use their best efforts to respond to proposed modifications within 60 days of receipt of such notice. Any proposed modification to the Plan will be considered effective as of the date that all affected parties have agreed in writing to the modification.

- b) Plan: The Plan and CI may be amended by the Participating Property Owner and/or the Agreement Administrator in accordance with all applicable legal requirements in force at the time of the amendment, including, but not limited to, the Endangered Species Act, National Environmental Policy Act, and Service permit regulations (50 CFR, Parts 13 and 17). A request for an amendment of the Plan would require, at a minimum: a written explanation of why the amendment is needed; and an explanation of what, if any, effects the amendment would have on the frog. If a major amendment to the Permit is required, the Service will publish a notice in the Federal Register of a 30-day public comment period for the proposed amendment.
- c) Early Termination of the Site-Specific Conservation Plan: As provided for in Part 12 of the Service's Safe Harbor Policy (64 FR 32717), the Participating Property Owner may terminate the Plan prior to the expiration date. In such circumstances, the Participating Property Owner may return the enrolled properties to baseline conditions even if the conservation activities identified in the Plan for the enrolled properties have not been fully implemented. When the Plan is withdrawn by the Participating Property Owner, the CI must be surrendered and the Participating Property Owner is subsequently to be regarded as a Non-Participating Landowner interest who receives incidental take authorization via the Incidental Take Statement in the associated Biological Opinion. The Participating Property Owner will notify the Service 30 days in advance of terminating the Plan, when feasible, to allow the Service access to recapture frogs prior to carrying out any otherwise lawful activity that may result in take of frogs on enrolled properties, including a return to baseline. If a Participating Property Owner fails to notify the Service regarding Plan termination or fails to provide access, the Participating Property Owner would be in violation of the terms of this Plan and will not receive authorization for any incidental take resulting from the return to baseline.

10. Other Measures:

- a) Remedies: Each party shall have all remedies otherwise available to enforce the terms of the Plan, and CI, except that no party shall be liable in damages for any breach of this Plan, any performance or failure to perform an obligation under this Plan or any other cause of action arising from this Plan and CI.
- b) Dispute Resolution: The parties agree to work together in good faith to resolve any disputes using dispute resolution procedures agreed upon by all parties.

- c) Notification of Potential Take: For planned actions that will result in incidental take (e.g., pond dewatering and a return to baseline), the Participating Property Owners enrolled through a CI agrees to provide the Service, US Geological Survey Western Ecological Research Center, and the San Diego Natural History Museum, with an opportunity to rescue frogs before any authorized incidental take occurs. Notification that take is likely to occur must be provided by the Participating Property Owners to the Service 30 days in advance of the action, when feasible.
- d) Succession and Transfer: This Plan shall be binding on and shall inure to the benefit of the parties and their respective successors and transferees, (i.e., new owners) in accordance with applicable regulations (50 CFR 13.24 and 13.25). The rights and obligations under this Plan and associated CI shall run with the ownership of the enrolled property and are transferable to subsequent non-federal property owners pursuant to 50 CFR 13.25. The Enhancement of Survival Permit associated with the CI issued to the Participating Property Owner also will be extended to the new owner(s), if the new property owner agrees to become a party to the original Plan and CI. As a party to the original CI, the new owner(s) will have the same rights and obligations with respect to the enrolled property as the original owner. The new owner(s) also will have the option of receiving the assurances of the Plan by signing a new CI. The Participating Property Owner shall notify the Service within 30 days prior to any transfer of ownership, when feasible, so that the Service can attempt to contact the new owner, explain the particular responsibilities applicable to the property, and seek to interest the new owner in signing the existing CI or a new one to benefit the specific species addressed in the Plan. Assignment or transfer of the CI shall be governed by Service regulations in force at the time. If the new owner is not interested in participating in the Plan, termination of the CI would be initiated following the process outlined in Section 9(c).
- e) Availability of Funds: Implementation of this Plan by the Federal Government is subject to the requirement of the Anti-Deficiency Act and the availability of appropriated funds. Nothing in this Plan will be construed by the parties to require the obligation, appropriation, or expenditure of any funds from the U.S. Treasury. The parties acknowledge that the Service will not be required under this Plan to expend any Federal agency's appropriated funds unless and until an authorized official of that agency affirmatively acts to commit to such expenditures as evidenced in writing.
- f) No Third-Party Beneficiaries: This Plan does not create any new right or interest in any member of the public as third-party beneficiary, nor shall it authorize anyone not a party to this Plan to maintain a suit for personal injuries or damages pursuant to the provisions of this Plan. The duties, obligations, and responsibilities of the parties to this Plan with respect to any third-party shall remain as imposed under existing law.
- g) Notices and Reports: Any notices and reports, including monitoring and annual reports required by this Plan shall be delivered to the persons listed below, as appropriate:

Clark Winchell
Division Chief
Conservation Partnerships Program
Carlsbad Fish and Wildlife Service Office
U.S. Fish and Wildlife Service
Carlsbad Fish and Wildlife Service Office
2177 Salk Avenue, Suite 250
Carlsbad, CA 92008
(760) 431-9440

Signatures:

Participating Property Owner

Date

Carlsbad Fish and Wildlife Service Office
Agreement Administrator

Date