

**SAFE HARBOR AGREEMENT FOR THE RESTORATION AND MANAGEMENT OF
VALLEY ELDERBERRY LONGHORN BEETLE HABITAT CONDUCTED BY
SOLANO COUNTY WATER AGENCY IN SOLANO AND YOLO COUNTIES, CALIFORNIA**

1. Introduction

This Template Safe Harbor Agreement (Agreement) is entered into between Solano County Water Agency and the U.S. Fish and Wildlife Service (Service) (hereinafter collectively called the "Parties."). While not signatory to this Agreement, non-Federal land owners and managers who elect to enroll their property under the Agreement (Participants) will develop individual Site Plans and be issued individual 10(a)(1)(A) enhancement of survival permits. This Agreement follows the Service's Safe Harbor Agreement policy (FR 64:32717) and regulations (FR 64:32706), both of which implement section 10(a)(1)(A) of the Endangered Species Act (Act). The main purpose of this Agreement is to provide a net conservation benefit for the federally-threatened valley elderberry longhorn beetle (*Desmocerus californicus dimorphus*) (beetle) through voluntary ecosystem restoration, enhancement and management of native riparian habitats on non-federal lands in Solano and Yolo counties (enrolled properties), while giving assurances to the landowners that no additional future regulatory restrictions will be imposed as a result of their conservation actions.

This Agreement provides a process for Participants to voluntarily contribute to recovery efforts for the beetle without incurring additional regulatory burdens for "incidental take". In exchange for implementing conservation measures that would be expected to benefit the beetle, Participants will be provided with assurances that they will not be subject to future land-use restrictions or additional management requirements if they voluntarily allow activities to benefit the beetle on their enrolled property. It is anticipated that the Solano County Water Agency will implement riparian restoration and management activities that will benefit the beetle on Participant's lands. Participants may also work with other agencies or entities to implement beneficial actions for the beetle on their lands and they will also be eligible to enroll under this Agreement. In these situations, Solano County Water Agency would have the same responsibilities for enrolled properties, regardless of who funds or conducts the conservation actions. .

This Agreement is a template in that it establishes general guidelines and identifies minimum management responsibilities for non-Federal land owners and managers to participate in the Agreement. In addition, this Agreement documents background biological information on the beetle, net conservation benefits expected from implementation of the Agreement, and the types of land use activities and eligible properties covered by the Agreement. Once this Agreement is signed, the documentation needs and approval process to enroll Participants will be significantly streamlined as they will be able to reference the information and complete the administrative measures encompassed by this Agreement.

This Agreement clarifies management responsibilities and expectations of the Service, the Solano County Water Agency, and prospective Participants and will serve as the basis

for the Service to issue Federal enhancement of survival permits (permits) to Participants pursuant to section 10(a)1(A) of the Act. To receive a permit, each prospective Participant will need to complete and submit to the Service a Federal Fish and Wildlife Permit Application Form (available from the Service upon request). Once issued, permits will authorize incidental take of the beetle that are above the baseline conditions of their enrolled property. In addition to submitting a permit application, each prospective Participant to this Agreement will also need to develop a Site Plan that identifies the specific property to be enrolled and documents the baseline conditions, existing and, as available, proposed future land-use activities, and agreed-upon conservation measures that would be expected to benefit the beetle on the enrolled property. An example Site Plan is provided as Attachment 1. Each prospective Participant and the Service will need to agree upon and sign a completed Site Plan, which will become a legally binding document at the time of permit issuance to the Participant. Each Site Plan will remain within the scope of, and tier to, this Agreement.

2. Biology and Current Status of the Valley Elderberry Longhorn Beetle

The beetle was listed as a threatened species in 1980 (Service 1980). The valley elderberry longhorn beetle is a medium sized (0.8 inch long) beetle that is endemic to the Central Valley of California. The beetle is found only in association with its host plant, elderberry shrubs (*Sambucus* sp.). Adult valley elderberry longhorn beetles are sexually dimorphic with females having dark metallic green to black wing covers with a bright red border and males having predominantly red wing covers with four dark spots. Adults feed on the foliage and perhaps flowers of elderberry and are present from March through early June. During this period the beetles mate, and females lay eggs on living elderberry plants. The larvae bore to the center of elderberry stems where they develop for one to two years feeding on the inside of the stem. After one to two years the larvae metamorphose into pupae and then into adults when they emerge between mid-March and June (Barr 1991).

At the time of its listing in 1980, the beetle was known from less than 10 locations on the American River, Putah Creek and the Merced River in the Central Valley of California (Service 1980). The beetle is now known to occur in the Central Valley from southern Shasta County south to Fresno County in the San Joaquin Valley (Barr 1991).

At the time of listing, habitat destruction was identified as one of the most significant threats to the beetle based on the 90 percent loss of riparian habitat in the Central Valley (Barr 1991). Riparian habitat loss has resulted in fragmented and isolated remnants of valley elderberry beetle habitat. Sub-populations of the animal confined to small habitat areas are likely vulnerable to extirpation from random, unpredictable environmental, genetic, and demographic events (Schonewald-Cox *et al.* 1983). The distances between subpopulations and the beetles' limited dispersal ability may make recolonization difficult if local extirpation occurs (Collinge *et al* 2001; Talley 2005; Service 2006).

3. Description of Enrolled Lands

Properties eligible to enroll under this Agreement include all properties that are adjacent

to Putah Creek and tributaries consisting of Thompson Canyon, Cold Creek, Apricot Draw, Dry (Enos) Creek, Pleasants Creek, Pleasant (McEwen) Creek and additional unnamed tributaries and the main channel of Putah Creek from Monticello Dam to the Yolo Bypass in Solano and Yolo counties. The total riparian area eligible under this Agreement is approximately 2,000 acres (figure 1).

4. Baseline

The Service and each prospective Participant must concur with the baseline determination for the property being considered for enrollment prior to its inclusion under this Agreement. Upon request, the Service and/or the Solano County Water Agency will provide technical assistance to prospective Participants to help determine their baseline conditions. The baseline survey for the beetle will document the following:

1. The number of elderberry shrubs having one or more stems that are 1-inch or greater in diameter at the base on the enrolled property at the time the Agreement is signed;
2. A map of all elderberry shrub locations on the enrolled property;
3. Observations of any beetle emergence holes in elderberry stems; and
4. A description of existing riparian habitat and other associated waterways.

Participants may withdraw from the Agreement and leave the habitat enhancement intact, or return their properties to baseline conditions. Participants must give the Service prior notice of at least 30 days to provide an opportunity to relocate, if appropriate, any affected elderberry shrubs. Withdrawal from the program will extinguish the Take authority and assurances provided to the Participant.

5. Habitat Management Activities

Habitat loss and fragmentation is the primary threat to this species. Beneficial activities, such as those described below, will result in the establishment of habitat for the valley elderberry longhorn beetle. These beneficial activities support recovery objectives specified in the *Recovery Plan for the Valley Elderberry Longhorn Beetle* by restoring and managing habitat sites within the presumed historical range of the species. Specific activities will include:

1. Planting elderberry shrubs as part of riparian restoration efforts on enrolled properties. These restoration efforts will provide new habitat for the beetle as well as connect remnant patches of riparian habitat and increase landscape connectivity for valley elderberry longhorn beetles.
2. Allowing for the passive establishment of elderberry shrubs within newly created and remnant riparian corridors.

3. Removing non-native, invasive plant species such as Himalayan blackberry (*Rubus armeniacus*), tree of heaven (*Ailanthus altissima*), and arundo (*Arundo donax*). These plant species may out-compete elderberry shrubs.
4. Implementing avoidance and minimization measures to reduce likelihood that valley elderberry longhorn beetles will be incidentally harmed, harassed, or killed during riparian restoration activities. Avoidance and minimization measures will generally include the following, but will be tailored specifically for each Site Plan:
 1. Any elderberry shrubs beyond existing baseline that need to be removed for maintenance or land management purposes will be transplanted to another biologically appropriate area on the property. Shrubs should be transplanted when they are dormant (approximately November through February). This measure may be waived by the Service if transplanting an elderberry shrub is deemed infeasible.
 2. *Herbicide use conditions*
 - A. Herbicide applications within 20 feet of elderberry shrub driplines will be limited to glyphosate applied by hand-held equipment in the dormant season only; or cut stump/frill treatments with triclopyr when ambient temperatures are below 90 degrees; or stem injection treatments of imazapyr in any season.
 - B. Except as noted in condition 1, elderberry shrubs within 100 feet of herbicide applications will be flagged prior to application.
 - C. No herbicide applications will be made within 100 feet of elderberry shrub driplines when winds exceed 5 mph in the direction of shrubs.
 3. Elderberry shrubs within 20 feet of sites to be mowed will be clearly marked with flagging tape prior to mowing. Mowing within 5 feet of driplines will be performed with hand held equipment only.
 4. Elderberry shrubs within 10 feet (dripline) of access trails will be fenced along the ramp/trail to deter mechanical injury.

6. Routine and Ongoing Activities on the Property

This section outlines the anticipated activities that the prospective Participants are expected to conduct on the enrolled properties that would be covered under 10(a)(1)(A) permits associated with this Agreement. Routine and ongoing activities are expected to include existing agriculture production, ranching, recreation (hunting, fishing, etc.), property upkeep, landscaping, and removal of trash, deadfall weed residues, and storm debris. Other activities not listed here, but similar in nature, would also be covered if

deemed appropriate by the Service. If herbicides or insecticides are utilized for agriculture production or other activities on lands adjacent to proposed beetle habitat restoration sites, it may be determined by the Service that a net conservation benefit for the beetle may not be achieved unless avoidance measures are implemented that will reduce these threats to a level that results in a net conservation benefit.

7. Site Plans

Participants will work with the Solano County Water Agency and the Service to develop a Site Plan. A template Site Plan is included in Attachment 1. Site Plans will be signed by the Participant and the Service. Upon finalization of the Site Plan, the Service will issue a 10(a)(1)(A) permit to the Participant and provide a copy of the final Site Plan to the Solano County Water Agency. Each Participant will be responsible for implementing the conservation measures that have been agreed to in their Site Plan as well as complying with all other requirements identified in this Agreement. At a minimum, each Site Plan will provide the following information:

- a. Accurately identify the property to be enrolled under this Agreement by providing a legal description and map of property boundaries, listing total acreage, delineating existing habitat conditions, and documenting ownership, management and lease authorities, as applicable.
- b. Document the baseline conditions for the covered species on the enrolled property (see section 4 of this Agreement).
- c. Describe the conservation measures that will be undertaken on the enrolled property to achieve the expected net conservation benefit(s) for the covered species (see section 5 of this Agreement).
- d. Identify the existing land-use activities that could result in incidental take of the beetle on the enrolled property (see section 6 of this Agreement).
- e. Identify the term of the Site Plan and requested permit (up to 20 years, but no longer than the duration of this Agreement).

Participants may elect to renew Site Plans prior to expiration. The Service will re-evaluate a Site Plan upon a Participant's notice of intent to renew to determine whether the Site Plan will continue to provide a net conservation benefit for the beetle. If so, and with written concurrence of the Participant, the Service will renew their Site Plan, with or without modifications appropriate, and amend their associated Permit, provided that the duration of any permit amendment will not exceed the duration of this Agreement.

The Service and Participant may agree to modify the conservation measures set forth in the Participant's Site Plan if the Service determines that such modifications do not change the Service's prior determination that the measures are reasonably expected to provide a net conservation benefit to the beetle. Additional or different conservation measures to be undertaken by a Participant will not be added without the Participant's

consent.

8. Other Responsibilities of the Parties

The Solano County Water Agency will:

1. Ensure that annual monitoring is conducted by a qualified person, as agreed upon by the Service and Solano County Water Agency. Annual reports will be provided to the Service by December 31st of each year that 10(a)(1)(A) permits and this Agreement are in effect. The annual monitoring report will provide the following information:
 - a. A description of the condition of the habitat being managed on each enrolled property and determine if conservation activities could be modified to improve success.
 - b. The number of Participants and total acres of property enrolled under this Agreement.
 - c. A summary of overall baseline conditions and an estimate of all authorized incidental take that occurred on enrolled properties (including any that resulted from Participant's return to baseline conditions).
 - d. Notification to the Service of exit holes and any living individuals or dead specimens of valley elderberry longhorn beetles observed during monitoring activities on the enrolled properties.
 - e. Notification to the Service if Participants are not in compliance with this Agreement or their associated Site Plans or permits, and identified measures to bring any such Participants back into compliance.
 - f. Any other additional information that may be required or appropriate for monitoring of this Agreement and the associated Site Plans and permits.

2. Provide technical assistance to prospective Participants to help establish their baseline conditions and to identify appropriate conservation measures for their properties being considered for enrollment. The Solano County Water Agency will recommend adaptive management measures to Participants, as applicable to avoid or minimize future above-baseline incidental take.

The Service will:

1. Upon execution of the Agreement, issue to Participants a permit in accordance with Section 10(a)(1)(A) of the Act.
2. Provide technical assistance to Participants in the development of Site Plans, when requested.
3. Ensure adequate monitoring through review of the annual report prepared by the Solano County Water Agency.

4. Provide Solano County Water Agency with copies of all final Site Plans upon their execution.

Participants will:

1. Follow the measures described in this Agreement and their individual Site Plan and permit.
2. Notify the Service and Solano County Water Agency 30 days prior to any planned activity that they reasonably anticipate will result in destruction of an elderberry shrub on the enrolled property, and provide the Service or other mutually agreed-upon entity access and opportunity to relocate any affected elderberry shrubs if feasible to do so.

9. Net Conservation Benefits to Species

This Agreement supports recovery objective number 5 listed in the Recovery Plan for the Valley Elderberry Longhorn Beetle (Service 1984) by restoring and maintaining habitat, managing habitat conditions by removing exotic species, and temporarily protecting habitat restoration sites. It is anticipated that the Participants will allow the Solano County Water Agency to restore native plant species, including elderberry shrubs, which will encourage colonization of the valley elderberry longhorn beetle, as well as provide habitat for other species. Additionally, monitoring activities will support more extensive documentation of extant populations.

The Service has determined that the conservation measures, as described in this Agreement, will be reasonably expected to provide a net conservation benefit to the valley elderberry longhorn beetle. The Service has also determined that the duration of the Agreement and associated 10(a)(1)(A) permit will be reasonably expected to be sufficient to achieve these net conservation benefits.

10. Neighboring Landowner Agreements

The purpose of this section is to enable neighboring landowners to receive certain regulatory assurances if lands adjacent to theirs are enrolled and attract listed species that may disperse onto their property. Landowners who own land that abuts and is immediately adjacent to an Enrolled Property may, without committing to undertake any management activities described in Section 5 on such adjoining land, secure the incidental take authority conferred by the Permit issued by the Service to the landowner, provided: (1) the adjoining landowner enters into a written agreement with the Service; (2) the written agreement specifies the Baseline Conditions (determined by a Qualified Person) on the adjoining property; and, (3) activities resulting in incidental take on the adjoining property are consistent with maintaining the Baseline Conditions on the original Enrolled Property and do not negate the net conservation benefit of the original Agreement.

11. Agreement and Take Authorization Duration

The Agreement becomes effective upon signing by the Service and Solano County Water Agency, and will be in effect for 20 years. This Agreement may be extended by mutual consent of the Service and the Solano County Water Agency. The Service will issue the 10(a)(1)(A) Enhancement of Survival Permit to Participants. The duration of individual permits will be long enough to result in a net conservation benefit to the beetle and will not be longer than the duration of this Agreement. Authorization of take of the beetle begins upon initiation of conservation measures on the enrolled properties. Participants may opt out of this Agreement at any time without penalty.

12. Assurances Regarding Take

Provided that Take is consistent with maintaining the Baseline conditions identified for the enrolled property, Participants and Solano County Water Agency are authorized to take the valley elderberry longhorn beetle incidental to otherwise lawful activities in the following circumstances:

1. Implementing the beneficial activities (identified in Section 5 of this Agreement) on the enrolled properties.
2. Conducting ongoing activities on the enrolled property (identified in section 6 of this Agreement).
3. Returning the Enrolled Property to Baseline conditions.

As used herein, "incidental" Take refers to the unintentional or unavoidable killing or injuring of the valley elderberry longhorn beetle in the course of carrying out routine and ongoing activities. Nothing herein authorizes Participants to capture, collect, or deliberately kill or injure the valley elderberry longhorn beetle.

13. Modifications

A. Modification of the Agreement. Either the Service or the Solano County Water Agency may propose amendments to this Agreement by providing written notice to, and obtaining the written concurrence of, the other Party. Such notice shall include a statement of the proposed modification, the reason for it, and its expected results. The Parties will respond to proposed modifications within 60 days of receipt of such notice. Proposed modifications will become effective upon the other Parties' written concurrence.

B. Termination of the Agreement or permits

Termination of the Agreement by the Solano County Water Agency: The Solano County Water Agency may terminate this Agreement for any circumstances by giving written

notice not less than 90 days in advance to the Service. In such circumstances, the Service will work with the individual Participants to identify mutually agreed-upon entities that can conduct monitoring activities or perform other responsibilities described in this Agreement.

Termination of 10(a)(1)(A) permits and Site Plans by the Participant: Participants may terminate the permit and site plan for any circumstances by giving written notice not less than 30 days in advance to the Service. If the Participant plans to return the enrolled property to baseline conditions, the Participant will give the Service or Solano County Water Agency the opportunity to transplant elderberry shrubs to another site over the 30-day period. Withdrawal from the program will extinguish the Take authority and assurances provided to the Participant.

Take Authorization Suspension or Revocation by the Service: The Service may suspend or revoke the Take authorization for cause in accordance with the laws and regulations in force at the time of such suspension or revocation. The Service will give at least 90 days advance notice of the suspension or revocation, and give Participants an opportunity to cure any defaults.

C. Baseline Adjustment. The Baseline conditions for the enrolled properties may, by mutual agreement of the Parties and the Participant, be adjusted if, during the term of the Agreement and for reasons beyond the control of the Participant (e.g., floods, fires, or acts of vandalism) or as an unintended result of properly-implemented management activities, the Baseline conditions are reduced from what they were at the time the Agreement was negotiated. Such a modification shall follow the procedures described in Section 13.A above.

D. New Listings of Species. In the event that a species not authorized for Take in association with this Agreement is subsequently listed as candidate or threatened or endangered under the Act, the Parties may consider amending the Agreement to add the newly-listed species as a Covered Species. The amendment of the Agreement shall determine the method to determine baseline conditions for the subsequently listed species in a manner agreed upon by the Service and the Solano County Water Agency. Once the Agreement is amended to add the new covered species, Participants may request that their Site Plan be updated to reflect the added covered species, baseline amount, any additional conservation measures, etc.

14. Other Measures

A. Remedies. No party shall be liable in monetary damages for any breach of this Agreement, any performance or failure to perform an obligation under this Agreement or any other cause of action arising from this Agreement.

B. Dispute Resolution. The Parties agree to work together in good faith to resolve any disputes. Modification to the Agreements shall follow the procedures detailed in Section 10.A above. For disputes other than modifications, the Parties agree to meet and confer

within 30 days of a request by any Party. If necessary, the Parties agree that a mutually agreed upon arbitrator may be used to solve the dispute.

C. Succession and Transfer. If Participants transfer their interest in the enrolled property to another non-Federal entity, the Service will regard the new owner or manager as having the same rights and responsibilities with respect to the enrolled property as the Participant, if the new owner or manager wishes to enter into a new safe harbor agreement with the Service.

D. Availability of Funds. Implementation of this Agreement is subject to the requirements of the Anti-Deficiency Act and the availability of appropriated funds. Nothing in this Agreement 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 Agreement to expend any Federal appropriated funds unless and until an authorized official of that agency affirmatively acts to commit to such expenditures as evidenced in writing.

E. No Third-Party Beneficiaries. This Agreement does not create any new right or interest in any member of the public as a third-party beneficiary, nor shall it authorize anyone not a party to this Agreement to maintain a suit for personal injuries or damages pursuant to the provisions of this Agreement. The duties, obligations, and responsibilities of the Parties to this Agreement with respect to third parties shall remain as imposed under existing law.

F. Other Laws. This Agreement and activities conducted under it are subject to all applicable Federal, State, and local laws and regulations.

G. Notices and Reports. Any notices and reports, including monitoring and annual reports will be delivered to:

Sacramento Fish and Wildlife Office
Safe Harbor Agreement Coordinator
2800 Cottage Way, Room W-2605
Sacramento, California, 95825

IN WITNESS WHEREOF, THE PARTIES HERETO have executed this Safe Harbor Agreement to be in effect as of the date that the Service issues the Enhancement of Survival permit.



David Okita, General Manager
Solano County Water Agency

4/14/14

Date



Field Supervisor, Sacramento Field Office
U.S. Fish and Wildlife Service

4/24/14

Date

Literature Cited

- Barr, C.B. 1991. The distribution, habitat, and status of the valley elderberry longhorn beetle *Desmocerus californicus dimorphus* Fisher (Insecta: Coleoptera: Cerambycidae). U.S. Fish and Wildlife Service, Sacramento, California. 134 pp.
- Collinge, S.K., M. Holyoak, C.B. Barr, and J.T. Marty. 2001. Riparian habitat fragmentation and population persistence of the threatened valley elderberry longhorn beetle in central California. *Biological Conservation* 100:103-113.
- Halstead, J. A., and J. A. Oldham. 1990. Revision of the nearctic *Desmocerus* Audinet-Serville with emphasis on the federally threatened valley elderberry longhorn beetle (Coleoptera: Cerambycidae). Environmental Section Staff Report, Kings River Conservation District, Fresno, California.
- Schonewald-Cox, C.M., S.M. Chambers, B. McBryde, and L. Thomas (eds.). 1983 *Genetics and Conservation*. Benjamin/Cummings, Menlo Park, California.
- Talley, T.S. 2005. Spatial ecology and conservation of the Valley elderberry longhorn beetle. Ph.D. dissertation. University of California, Davis, California.
- Talley, T. S., D. A. Piechnik, and M. Holyoak. 2006. The effects of dust on the federally threatened Valley elderberry longhorn beetle. *Environmental Management* 37:647-658.
- U.S. Fish and Wildlife Service (Service). 1980. Listing the valley elderberry longhorn beetle as a threatened species with critical habitat. **Federal Register** 45:52803-52807.
- _____. 1984. Valley elderberry longhorn beetle recovery plan. Portland, Oregon. 62 pp.
- _____. 2006. Valley elderberry longhorn beetle (*Desmocerus californicus dimorphus*) 5-year review: summary and evaluation. Sacramento Fish and Wildlife Office.

ATTACHMENT 1

EXAMPLE SITE PLAN

For The Template Safe Harbor Agreement for the Valley Elderberry Longhorn Beetle
(*Desmocerus californicus dimorphus*)

1. Introduction

This Site Plan for the Template Safe Harbor Agreement (Agreement) for the valley elderberry longhorn beetle (beetle) is between {insert name} (Participant) and the U.S. Fish and Wildlife Service (Service). This Site Plan, combined with the measures prescribed by the Agreement, may serve as the basis for the Service to issue a Federal enhancement of survival permit (Permit) to the above named Participant pursuant to section 10(a)(1)(A) of the Endangered Species Act of 1973, as amended (ESA). The Agreement is between the Service, the Solano County Water Agency, and, through their respective Site Plans, Participants. The joint and respective responsibilities of the Service and the Solano County Water Agency are detailed in the Agreement. The terms of the Agreement are hereby incorporated by reference.

This Site Plan documents site-specific information detailing the Participant's enrolled property, including the location and management authority of the property, its baseline conditions, existing and, as available, proposed future land-use activities, and the duration of this Site Plan and requested permit. This Site Plan also documents the agreed-upon conservation measures to be undertaken by the Participant on the enrolled property that are expected to benefit the beetle. Additional responsibilities of the Participant that address future, routine management of this Site Plan and the associated permit (e.g., modification, renewal, transfer, and termination) may be found in the Agreement and Permit. These additional responsibilities apply to all Participants enrolled under the Agreement, and are hereby incorporated by reference.

2. Enrolled Property

Identify the property to be enrolled under the Agreement by providing a legal description and map of property boundaries, listing total acreage, and documenting ownership, management and lease authorities.

3. Description of Baseline Conditions

Describe the baseline conditions of the property to be enrolled {as identified in section 4 of the Agreement). As applicable, include a map showing the locations of various habitat types, areas occupied by the beetle, and/or other pertinent information (such as roadways, agricultural lands, structures, etc.).

4. Conservation Measures and Responsibilities of the Participant

Identify the site-specific conservation measures that will be implemented on the enrolled property and document any associated responsibilities of the Participant.

5. Site Plan Duration

Identify the term of this Site Plan and requested Permit). The term cannot exceed the 20-year duration of the Agreement (i.e., 2033).

6. Management Activities

List and describe the Participant's ongoing and, as available, planned future management activities (such as those associated with ranching, farming, recreation, residential upkeep, conservation programs for the beetle or other species, to be covered by this Site Plan and the associated permit).

7. Reporting and Notification

Identify the obligations of the Participant with respect to reporting and notification requirements associated with this Site Plan. Minimal reporting and notification obligations are expected of Participants to the Agreement. However, Participants are required to allow the Solano County Water Agency, or other agreed upon entity, access to conduct monitoring as required by the Agreement, and Participants understand that the Solano County Water Agency is responsible for implementing the notification requirements described in the Agreement.

Reports and notifications required by this Site Plan shall be delivered to the appropriate party, as follows:

Insert Participant's address, phone number, and/or other contact information.

Sacramento Fish and Wildlife Office
Safe Harbor Agreement Coordinator
2800 Cottage Way, Room W-2605
Sacramento, California, 95825

8. Regulatory Assurances

Upon signing this Site Plan and issuance of the associated permit, the Service provides the Participant with the following regulatory assurances:

The Service and Participant may agree to modify the conservation measures set forth in this Site Plan if the Service determines that such modifications do not change the Service's prior determination that the measures are reasonably expected to provide a net conservation benefit to the beetle. However, the Service may not require additional or different conservation measures to be undertaken by the Participant without their consent.

Provided that Take is consistent with maintaining the Baseline conditions identified for the enrolled property, Participants and Solano County Water Agency are authorized to take the valley elderberry longhorn beetle incidental to otherwise lawful activities in the following circumstances:

1. Implementing the beneficial activities (identified in Section 5) on the enrolled properties.

2. Conducting riparian restoration management activities on the enrolled property.
3. Conducting ongoing activities on the enrolled property (as described in section 6 of the Agreement).
4. Returning the Enrolled Property to Baseline conditions.

As used herein, "incidental" Take refers to the unintentional or unavoidable killing or injuring of the valley elderberry longhorn beetle in the course of carrying out routine and ongoing activities. Nothing herein authorizes Participants to capture, collect, or deliberately kill or injure the valley elderberry longhorn beetle.

9. Authorizing Signatures

IN WITNESS WHEREOF, the Participant and Service have caused this Site Plan to be executed on the day and year set forth following their signatures. This Site Plan will be effective and binding on the date of Permit issuance.

Participant

Date

Field Supervisor, Sacramento Field Office
U.S. Fish and Wildlife Service

Date