



Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP)

VOLUME I — APPENDIX A Planning Agreement

Prepared for:

**COUNTY OF RIVERSIDE
TRANSPORTATION AND LAND MANAGEMENT AGENCY**

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WESTERN RIVERSIDE COUNTY
MULTIPLE SPECIES HABITAT CONSERVATION PLANNING AGREEMENT

APPROVED BY THE RCHCA BOARD OF DIRECTORS ON JUNE 19, 1997

WESTERN RIVERSIDE COUNTY
MULTIPLE SPECIES
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This Agreement ("Planning Agreement") is made and entered into this _____ day of _____ by and among the **United States Department of the Interior** ("Interior"), the **United States Fish and Wildlife Service** ("Service"), the **United States Bureau of Land Management** ("BLM"), the **California Resources Agency** ("Agency") and the **California Department of Fish and Game** ("Department"), the **Riverside County Habitat Conservation Agency** ("RCHCA"), the **County of Riverside, California**, and the **Cities of Corona, Hemet, Lake Elsinore, Moreno Valley, Murrieta, Perris, Riverside, and Temecula** (collectively, the "Member Agencies").

1. RECITALS

1.1 RCHCA

The RCHCA is a Joint Powers Authority created pursuant to the provisions of Article 1, Chapter 5, Division 7, Title 1 of the Government Code of the State of California relating to the joint exercise of powers common to public agencies. The RCHCA was created by and among the County of Riverside and the Cities of Corona, Hemet, Lake Elsinore, Moreno Valley, Murrieta, Perris, Riverside, and Temecula to plan for, acquire, administer, operate and maintain land and facilities for ecosystem conservation and habitat

reserves and to implement habitat conservation plans for plants and animals which are either candidates for, or listed as, Threatened or Endangered pursuant to the terms of the federal Endangered Species Act, 16 U.S.C. 1531 et seq., ("FESA"), and the California Endangered Species Act, California Fish and Game Code Section 2050, et. seq. ("CESA").

1.2 SERVICE

The Service is the agency of the United States Department of the Interior authorized and empowered by Congress to enforce the terms of FESA, and to enter into agreements with states, local governments, and other entities in order to conserve ecosystems of this country and the flora and fauna contained therein.

1.3 BLM

The BLM is an agency of the United States Department of the Interior authorized and empowered by Congress to manage over 17 million acres of land owned by the United States within the State of California. Included among its responsibilities as a manager of federal lands is the duty to conserve and protect the biological and natural resource values located upon those lands, including animal and plant species and the habitats which support them.

1.4 DEPARTMENT

The Department is the agency of the State of California authorized and empowered to enforce the terms of CESA, to act as trustee for the flora and fauna of this state on behalf of its residents, and to enter into agreements with the federal and local governments and other entities for habitat conservation purposes under the terms of CESA and the Natural Community Conservation Planning Act.

1.5 NATURAL COMMUNITY CONSERVATION PLANNING ACT

The Legislature of the State of California announced its intention to promote the proactive protection of wildlife and flora and their habitats by the enactment of the Natural Community Conservation Planning Act. California Fish and Game Code, Section 2800, et seq. ("NCCP Act"). Pursuant to the NCCP Act, local, state and federal agencies are encouraged to prepare and implement Natural Community Conservation Plans (NCCP's) to provide comprehensive management and conservation of multiple species and their habitats in one plan, rather than become involved in the preparation of many individual plans for specific species as those species become in danger of extinction and become listed pursuant to either FESA or CESA.

1.5.1 COMPATIBILITY WITH FESA AND CESA

The NCCP Act provides that NCCP's shall be compatible with FESA and CESA, and thus may serve as the basis for incidental take permits pursuant to Section 10(a) of FESA and management authorization pursuant to Sections 2081 of CESA and Section 2835 of the NCCP Act. Furthermore, the NCCP Act provides that after the approval of a NCCP, the Department may authorize the taking of any species identified therein for whose benefit habitat is conserved and managed.

1.5.2 ENDORSEMENT OF NCCP ACT

Interior, the Agency, the Service and the Department each have announced that they enthusiastically endorse the provisions of the NCCP Act and have encouraged the RCHCA and its members to adopt the NCCP process as a means of proactively protecting species and their habitats.

1.5.3 CONCURRENCE WITH GOALS OF THE NCCP ACT

The RCHCA and its members concur with the goals of the NCCP Act and have determined that it may be the proper vehicle for the RCHCA to provide appropriate protection for the range of biological resources within its jurisdiction while at the same time safeguarding the economic, social, health, safety and property rights of its residents and property owners.

1.5.4 NO INTERIM ENROLLMENT IN NCCP PRIOR TO APPROVAL OF MSHCP

The Planning Agreement constitutes the agreement to prepare a Natural Community Conservation Plan pursuant to Fish and Game Code Section 2810. The execution of this Planning Agreement does not constitute enrollment in the NCCP program for the purposes of using the federal Endangered Species Act 4(d) Rule for take of coastal California gnatcatchers during the plan preparation nor require the use of the Process Guidelines. However, the parties acknowledge that the Conservation Guidelines will be used for reserve design; provided, however, that in no event shall any habitat use limitation set forth in the Process Guidelines be mandated for use in the standards adopted for reserve design. The parties further agree that the RCHCA shall not provide reimbursement to the Department for its participation in the planning phase of the MSHCP as provided in Section 2810 of the NCCP Act.

1.6 PREVIOUS CONSERVATION AGREEMENTS

Parties to this Agreement have previously entered into interagency conservation agreements which support the goals and purposes stated herein. Federal and state

agency participants in this Agreement are signatories to the 1991 Agreement on Biological Diversity which provides a framework for collaborative conservation planning on a regional scale. The RCHCA, Service, BLM, and Department are signatories to the 1994 Memorandum of Understanding Regarding Interagency Cooperation and the Development of a Multiple Species Habitat Conservation Plan/Natural Community Conservation Plan within Riverside County. That 1994 agreement called for the parties to work together following approval of the Stephens' Kangaroo Rat Habitat Conservation Plan to prepare a multiple species habitat conservation plan for RCHCA member agencies.

1.7 EXISTING HABITAT CONSERVATION PLANS

1.7.1 SKR HCP

The RCHCA has prepared and is implementing the terms of the Long Term Habitat Conservation Plan for the Stephens' Kangaroo Rat ("SKR HCP") and has been issued an incidental take permit pursuant to Section 10(a) of FESA and a Management Authorization by the Department pursuant to Section 2081 of CESA. The SKR HCP established a regional system of reserves comprising more than 41,000 acres which will be managed in perpetuity for the benefit of SKR and other resident species.

1.7.2 SOUTHWESTERN RIVERSIDE COUNTY MULTI-SPECIES HABITAT CONSERVATION PLAN

In partnership with the Metropolitan Water District ("MWD"), the RCHCA is participating in the implementation of the Southwestern Riverside County Multi-Species Habitat Conservation Plan. Under that plan and the SKR HCP a reserve of 13,158 acres

owned by the RCHCA, MWD, and other public agencies will be managed in perpetuity for the benefit of multiple species and habitats within the plan area.

1.7.3 LAKE MATHEWS MULTIPLE SPECIES HABITAT CONSERVATION PLAN/NATURAL COMMUNITIES CONSERVATION PLAN

In partnership with the MWD, the RCHCA is participating in the implementation of the Lake Mathews Multiple Species Habitat Conservation Plan/Natural Community Conservation Plan. Under that plan a reserve of 11,243 acres owned by the RCHCA, MWD, and other public agencies will be managed in perpetuity for the benefit of multiple species and habitats within the plan area.

1.8 DEPARTURE FROM SPECIES BY SPECIES PLANNING APPROACH

Development of the SKR HCP, which required six years to complete and featured significant controversy, has provided all parties with valuable experience which can be applied to make a western Riverside County Multiple Species Habitat Conservation Plan ("MSHCP") a successful conservation effort. Among the lessons learned during the SKR HCP process was that pursuing habitat conservation planning on a species by species basis is costly and inefficient. All parties assume that the development of a successful MSHCP should be a less expensive and more effective method of complying with the species impact mitigation requirements of FESA, CESA, the National Environmental Policy Act ("NEPA") and the California Environmental Quality Act ("CEQA") than a project-by-project approach. The parties also agree that a successful MSHCP can be better for both habitat conservation and economic development than a project-by-project approach.

1.9 DEVELOPMENT OF THE PLANNING AGREEMENT

The RCHCA has invited local, state and federal agencies as well as interested stake holders, specific interest groups, and the public at large to participate in the process of developing a Planning Agreement which will set forth the principles upon which a MSHCP will be developed. The following agencies, organizations, and groups have been active participants in discussions leading to the development of this Planning Agreement: United States Fish and Wildlife Service; United States Bureau of Land Management; United States Forest Service (Cleveland National Forest); United States Forest Service (San Bernardino National Forest); California Department of Fish and Game; California Department of Parks and Recreation; Building Industry Association; Endangered Habitats League; Riverside County Farm Bureau; Sierra Club; Spirit of the Sage Council; Riverside County Property Owners' Association; Metropolitan Water District; Southern California Edison; Save Our Forests and Ranch Lands; March Joint Powers Authority; Riverside County Flood Control and Water Conservation District; Eastern Municipal Water District; Riverside County Waste Resources Management District; and the San Bernardino Valley Audubon Society. The RCHCA and the foregoing participants have been involved in the development of this document.

2. PURPOSES OF THE MSHCP PLANNING AGREEMENT

The purposes of this Planning Agreement are to:

- 2.1 Establish a cooperative process among the RCHCA, federal and state resource agencies, and affected stakeholders for the development of a successful MSHCP for western Riverside County;

- 2.2 Define the basic intentions, principles, and processes to be utilized by the parties and participants during the preparation of the MSHCP;
- 2.3 Define roles, responsibilities, standards, schedules, and necessary elements of the MSHCP;
- 2.4 Affirm the intention of the parties to educate the public in the habitat conservation process in the development of the MSHCP;
- 2.5 Assure public notice of and participation in the development and implementation of the MSHCP;
- 2.6 Establish basic funding principles for the MSHCP based upon an equitable apportionment among local, state, and federal participants.

3. GOALS AND PRINCIPLES OF THE MSHCP

The parties agree that the western Riverside County MSHCP will be guided by the following goals and principles:

- 3.1 Prior to commencement of the MSHCP and the development of both conservation measures and assurances to land owners and users, there must be general agreement regarding the scope, cost, sources of funding, time required for completion, and other important principles concerning the plan;
- 3.2 In comparison to the option of mitigating for species and habitat impacts on a project-by-project basis, the MSHCP must be more equitable and efficient, and less expensive and less time consuming;

- 3.3 The MSHCP must produce more biologically effective habitat and species conservation than the project-by-project alternative;
- 3.4 The MSHCP must be a comprehensive plan which:
- 3.4.1 Promotes the biological viability and recovery of western Riverside County ecosystems and habitats, and species dependent thereupon, toward a goal of reducing the need to list additional species in the future;
 - 3.4.2 Provides a comprehensive means to coordinate, standardize, streamline, and ensure closure regarding mitigation requirements of FESA, CESA, NEPA, CEQA, the California Native Plant Protection Act, ("CNPPA") and other applicable laws and regulations relating to biological and natural resources within the plan area.
 - 3.4.3 Assures property owners, local governments, and other affected parties that conservation measures undertaken for species and wildlife habitat adequately covered by the MSHCP will satisfy mitigation requirements of FESA, CESA, NEPA, CEQA, and CNPPA concerning impacts to those covered species and habitats;
 - 3.4.4 Establishes and emphasizes the use of incentives to encourage property owners to voluntarily conserve habitat and species within the plan area as an alternative to regulatory mandates;

- 3.4.5 Facilitates economic growth and prosperity so that it occurs in a manner which is consistent with the conservation of biological resources within the plan area;
 - 3.4.6 Provides the basis for issuance of incidental take permits and management authorizations for listed species adequately covered by the MSHCP by the Service and the Department, respectively;
 - 3.4.7 Provides a process for issuance of incidental take permits and management authorizations for additional species within the plan area which are adequately covered by the MSHCP and may be listed in the future;
 - 3.4.8 Establishes consistent mitigation standards for MSHCP covered species for potential application by the Service under Section 7 of FESA.
- 3.5 Expenses for the preparation and implementation of the MSHCP must be equitably distributed not only among local, state, and federal participants, but in addition, the local share must be distributed among both new development and general contribution. Federal and state contributions shall be made as provided in the implementation agreements for the MSHCP;
- 3.6 The MSHCP development and approval process must be expedited and completed within a reasonable period of time, taking into consideration the complexity of the issues involved. All parties agree to use their best efforts to ensure that the MSHCP and its environmental documents are completed

and approved, if all legal requirements are met, within two years following the identification of species and habitats to be covered by the plan;

- 3.7 The recovery of species presently listed as Threatened or Endangered under CESA and/or FESA which are found within the plan area will be promoted through MSHCP conservation actions, taking into account factors relating to the range of each species;
- 3.8 Decisions by all parties must be made in timely fashion and in compliance with agreed upon time parameters;
- 3.9 In order to obtain public support for the conservation and economic benefits which the parties and participants seek from the MSHCP, public input and participation must be actively encouraged.

4. TERM OF MSHCP, PERMITS AND MANAGEMENT AUTHORIZATION

The MSHCP, including the conservation, protection, management, and recovery measures provided for thereunder, and any incidental take permits and management authorizations resulting therefrom, will have an effective period of no less than 75 years. While the overall conservation benefit of the MSHCP and the conservation and management of lands set aside under the MSHCP shall be perpetual, other conservation measures of varying durations, if appropriate, may be customized under the MSHCP.

5. GEOGRAPHIC AREA COVERED BY THE MSHCP

The area covered by the MSHCP shall be all of those portions of Riverside County, California located:

- 5.1 Between the northern and southern boundaries of Riverside County west of the crest of the Peninsular and San Bernardino mountain ranges, generally to coincide with the westerly boundary of the Coachella Valley multiple species habitat conservation planning effort as may be agreed upon by the RCHCA and the Coachella Valley Association of Governments, and;
- 5.2 Within local political jurisdictions which choose to participate in its development and implementation.

6. SPECIES AND HABITATS COVERED BY THE MSHCP

6.1 ALL SPECIES AND HABITATS

The intention of the parties is to develop and implement a MSHCP for western Riverside County which will:

- 6.1.1 Provide for the effective conservation, protection, management, and promote the recovery of, habitats and plant and animal species located within the boundaries of the plan area, whether currently listed or unlisted, in accordance with the provisions of FESA, CESA, the NCCP Act, and other applicable laws, taking into consideration appropriate economic and political constraints as permitted by those laws;
- 6.1.2 Focus upon the conservation, protection, management, and recovery of habitats as the means of ensuring that the MSHCP and any incidental takings which occur as a result of permits and management authorizations issued pursuant thereto, shall not appreciably reduce

the likelihood of the survival and recovery in the wild of species covered by the MSHCP;

- 6.1.3 Establish a process for making additions to the list of covered species, i.e., those species for which the MSHCP provides an adequate basis for issuance of incidental take authorizations under FESA, CESA, and the NCCP Act. In evaluating the conservation measures needed to add an uncovered species to the covered species list, the USFWS and CDFG will first consider the conservation of species provided by the MSHCP, and if additional measures are needed, those agencies will work with the RCHCA to expeditiously identify the most cost-effective method to implement the measures needed to add the species to the covered species list;
- 6.1.4 Establish a process for achieving compliance with NEPA and CEQA when new species or habitats are added to the list of those covered and conserved by the MSHCP;
- 6.1.5 Define procedures for issuance of incidental take permits, management authorizations, and/or pre-listing agreements, as required or allowed by FESA, CESA, and the NCCP Act when additional species are to be covered by the MSHCP.

6.2 INITIAL FOCUS

Notwithstanding the foregoing, the Parties understand and agree that, as more particularly set forth in Exhibit A hereof, the initial focus of the MSHCP planning process

will be the identification of species and habitats to be initially covered by the MSHCP, and a determination by the Service and the Department of the likely requirements necessary to provide for the conservation, protection, and management of those species and habitats and promotion of their recovery.

7. ROLES AND RESPONSIBILITIES IN THE DEVELOPMENT OF THE MSHCP

7.1 RCHCA

The RCHCA and, where appropriate or required, its member agencies will:

- 7.1.1 Facilitate the preparation of the MSHCP through a participatory process which will ensure ample opportunity for public comment in compliance with all applicable laws including, without limitation, the Brown Act and the Federal Advisory Committee Act;
- 7.1.2 Expand the membership of its Advisory Committee as appropriate to include a balance of all responsible entities and individuals in the MSHCP area who have a stake in the eventual effects of the plan, consistent with membership criteria to be developed by the Advisory Committee and approved by the RCHCA Board of Directors;
- 7.1.3 Provide adequate meeting times and facilities for activities of the Advisory Committee which are necessary to prepare the MSHCP;
- 7.1.4 Prepare the MSHCP based upon consideration of the recommendations of the Advisory Committee;
- 7.1.5 Appoint an independent Scientific Advisory Committee ("SAC") whose membership will include qualified biologists and conservation experts.

The role of the SAC shall be to assist in the MSHCP planning process, to provide recommendations based upon the best scientific information available to the Advisory Committee and the RCHCA concerning scientific aspects of the MSHCP, and to identify additional data and information which should be gathered in the future in order to assure effective implementation of adaptive management and conservation measures throughout the term of the MSHCP;

- 7.1.6 Serve as lead agency for purposes of CEQA and coordinate the preparation of an Environmental Impact Report ("EIR") with the Service, which shall act as lead agency for preparation of an Environmental Impact Statement ("EIS") pursuant to the provisions of NEPA;
- 7.1.7 Apply for permits and authorizations to allow the take of covered species in accordance with all applicable laws and regulations;
- 7.1.8 Draft and circulate the Draft MSHCP Implementation Agreement in coordination with the Service and the Department prior to the final approval of the MSHCP;
- 7.1.9 As more particularly set forth in Section 10.13 herein, establish a voluntary early review and coordination process among the Service, the Department and project proponents in participating RCHCA jurisdictions.

7.2 FEDERAL AND STATE LAND MANAGERS

Participating federal and State land managers will:

- 7.2.1 Coordinate their own existing and anticipated conservation planning efforts with the MSHCP, consistent with the laws and regulations governing those agencies;
- 7.2.2 Actively advise and assist the Advisory Committee;
- 7.2.3 Provide such data, information, and documents in their possession or available to them, and provide such services as they shall determine appropriate and advisable;
- 7.2.4 Assist in the development of conservation, protection, management, and recovery measures to be included within the MSHCP in order to ensure its effectiveness;
- 7.2.5 Participate as cooperating agencies in the preparation of the joint EIS/EIR for the MSHCP.

7.3 SERVICE AND DEPARTMENT

The Service and the Department will:

- 7.3.1 Provide in-kind support to the RCHCA necessary to prepare the MSHCP which shall include, but not be limited to, compilation and evaluation of existing biological data, collection of new biological data, Geographic Information System ("GIS") services, and coordination with the SAC and the Advisory Committee;

- 7.3.2 Provide such data, information, and documents in their possession or available to them, and provide such services as they shall determine appropriate and advisable, to assist in the development of conservation, protection, management, and recovery measures to be included within the MSHCP in order to ensure its effectiveness;
- 7.3.3 In timely fashion, review and submit specific re-wording recommendations and comments upon all work products prepared and submitted by the RCHCA during the MSHCP process;
- 7.3.4 Actively advise and assist the Advisory Committee;
- 7.3.5 Cooperate in obtaining federal and state financial grants and budgetary appropriations to provide funds to assist in financing the preparation of the MSHCP;
- 7.3.6 The Service will act as lead agency for purposes of NEPA and will coordinate the preparation of an EIS with the RCHCA, which will act as lead agency for preparation of an EIR pursuant to the provisions of CEQA;
- 7.3.7 Implementation of federal and state commitments in this Planning Agreement will be subject to the availability of appropriated funds.

7.4 MEMBERS OF THE ADVISORY COMMITTEE

Members of the Advisory Committee will:

- 7.4.1 Actively and consistently attend meetings concerning development of the MSHCP;

7.4.2 Seek not only to identify issues and problems, but also to present proposed solutions to those issues and problems consistent with applicable law and realistic and feasible financial and political constraints;

7.4.3 Be willing to listen and compromise on individual issues with the purpose of developing a MSHCP which meets the overall goals as stated herein.

8. TIMETABLE FOR PREPARATION OF THE MSHCP

All feasible efforts will be undertaken by the Parties to ensure that the MSHCP is completed by the RCHCA and approved, if all legal requirements are met, by the Service and the Department as expeditiously as possible. With the recognition that the ultimate schedule for completion of the plan cannot be determined in advance, a target date of two years will be used. All Parties agree to work cooperatively to develop a proposed timetable for MSHCP preparation and approval activities during the first six months following the execution of this Planning Agreement.

9. BIOLOGICAL DATA STANDARDS FOR THE MSHCP

9.1 USE OF BEST INFORMATION CURRENTLY AVAILABLE

The parties agree that the MSHCP will be prepared based on the best currently available scientific and commercial information. Measures to fill data gaps and collect additional scientific data will be included in the implementation measures contained within the MSHCP.

9.2 AMOUNT, TYPE AND METHOD OF BIOLOGICAL DATA COLLECTION

Standards for the amount, type, and method of collection of biological data necessary for inclusion in the implementation program for the MSHCP will be identified and agreed upon by the Service, the Department, and the RCHCA as part of the MSHCP.

10. BASIC PLANNING CONCEPTS TO BE INCLUDED IN THE MSHCP

Based upon previous habitat conservation planning experiences, revenue limitations, and sentiments expressed by western Riverside County citizens and property owners, the parties agree that the following planning concepts will be incorporated into the MSHCP:

10.1 ECOSYSTEMS AND HABITATS

The MSHCP will employ a strategy focusing on conservation of ecosystems and habitats as the means of ensuring the conservation of species in the plan area.

10.2 CORE RESERVES AND VIABLE HABITAT LINKAGES

The MSHCP will, through its processes, establish Core Reserves located throughout the Plan Area, as well as Viable Habitat Linkages between the Core Reserves and between the Core Reserves and adjacent wildlands, where such Viable Habitat Linkages are necessary and feasible.

10.3 IDENTIFICATION PROCESS FOR CORE RESERVES AND VIABLE HABITAT LINKAGES

The identification, establishment, and potential expansion of Core Reserves and Viable Habitat Linkages for the MSHCP will occur through a process described in Exhibit A of this Planning Agreement.

10.4 LIMITATIONS ON THE REGULATION OF PRIVATE PROPERTY

The MSHCP will not incorporate Study Areas, development moratoria, or any other means of regulating private property for habitat or species protection purposes beyond that required by law.

10.5 USE OF INCENTIVES TO ENCOURAGE VOLUNTARY CONSERVATION OF HABITAT AND SPECIES ON PRIVATE PROPERTIES

Consistent with the provisions of FESA and CESA, the MSHCP will rely to the maximum extent practicable on the use of voluntary incentive based programs in order to encourage private property owners to conserve habitats and species on their lands.

10.6 BUFFERS

MSHCP Core Reserves and Viable Habitat Linkages will be designed to include core habitat and buffer areas within their boundaries. Such boundaries will be designed in a fashion which ensures that reserves and linkages include habitat necessary to mitigate for edge effect impacts.

10.7 PROPERTY ACQUISITIONS FROM WILLING SELLERS ONLY

Any private property whose acquisition is necessary for the MSHCP will be purchased only from willing sellers.

10.8 INTEGRATION WITH OTHER USES

The Core Reserve and Viable Habitat Linkage system established by the MSHCP may integrate wildlife habitat areas, parks, trails, and open space located in participating jurisdictions, as appropriate.

10.9 AGRICULTURAL USES

The MSHCP will be developed to automatically extend incidental take permits to ongoing agricultural operations, subject to the requirements of law and on such terms and conditions as may be agreed upon by the Service, the Department, the RCHCA, and the Member Agencies. Take of species covered by the MSHCP resulting from bona fide agricultural operations will be mitigated through measures set forth in the plan. Conversion of new lands into agricultural uses should be mitigated through the plan in a fair, equitable, and economically viable manner, subject to the requirements of law and on such terms and conditions as may be agreed upon by the Service, the Department, the RCHCA, and the Member Agencies.

10.10 STANDARDIZED COMPLIANCE PROCEDURES

Implementation of the MSHCP will be simple and efficient, and will employ standardized compliance procedures.

10.11 PUBLIC ACCESS

Public access to MSHCP Core Reserves and Viable Habitat Linkages will be permitted for activities compatible with conservation values and goals set forth in the MSHCP and which are acceptable to the agency or entity having jurisdiction over such Core Reserves or Viable Habitat Linkages.

10.12 EXISTING INFRASTRUCTURE AND EMERGENCY RESPONSE

The MSHCP will ensure that operation and maintenance of existing infrastructure improvements within the plan area (including, but not limited to, public roads and rights-of-way, flood control facilities, landfills, gas, electric and other public utility facilities providing services essential to the health, safety, and welfare of the public), as well as planned

infrastructure improvements as identified in adopted master plans of participating agencies and existing on the date of this Agreement, will not require any further mitigation for impacts to covered species beyond that provided by implementation of the MSHCP, or as provided in existing interagency agreements. Similar provisions will be made in the MSHCP to permit responsible agencies to respond to emergency situations within the plan area without requirements to perform biological surveys prior to taking action.

10.13 VOLUNTARY PROJECT REVIEW PROCESS

In order to permit property owners, local jurisdictions, and regulatory agencies to identify the effects of interim projects (i.e., those projects occurring prior to MSHCP approval) which might preclude important conservation planning options, a voluntary, cooperative process, integrated into the early stages of project review, will be cooperatively developed and instituted by participating RCHCA jurisdictions, the Service and the Department.

11. COMPONENTS OF THE MSHCP

In addition to such other elements as required by law or as the Parties shall determine, the MSHCP shall include the following components:

- 11.1 Identification of any and all existing conserved areas and Viable Habitat Linkages;
- 11.2 Standards and criteria for new and expanded Core Reserves and Viable Habitat Linkages;
- 11.3 Adaptive management principles which among other items, provide for a review of the status of habitat and species throughout the plan area on an ongoing basis;

- 11.4 Measurable criteria for assessing biological objectives for each covered species and habitat;
- 11.5 Measurable criteria for assessing progress toward Core Reserve and Viable Habitat Linkages assembly;
- 11.6 Incidental take provisions based upon such assurances by local participating jurisdictions as may be required by law, that the obligations undertaken by them with respect to the conservation, protection, management, and recovery measures set forth in the MSHCP will be accomplished;
- 11.7 Implementation measures to be accomplished after adoption of the MSHCP which will include:
 - 11.7.1 Acquisition of additional Core Reserves, additions to Core Reserves and Viable Habitat Linkages as may be necessary and feasible;
 - 11.7.2 Refinement of adaptive management principles;
 - 11.7.3 Habitat and species monitoring procedures;
 - 11.7.4 Collection of additional data necessary for the MSHCP.

12. FUNDING PRINCIPLES NECESSARY TO ASSURE MSHCP DEVELOPMENT AND IMPLEMENTATION

12.1 EQUITABLE APPORTIONMENT

Funding for development and implementation of the MSHCP will be equitably apportioned among federal, state, and local sources. The local share of MSHCP financing will be equitably shared by new development and general public contribution after taking into consideration mitigation which may be required of new developments pursuant to requirements of CEQA and other applicable laws.

12.2 STATE AND FEDERAL SHARES

Consistent with commitments made to other MSHCP planning efforts occurring in southern California, federal and state agencies will use their best efforts to secure non-local funding for lands which must be acquired under the MSHCP, and will assume financial responsibility for biological management and monitoring of lands under their control which are incorporated into the MSHCP Core Reserve and Viable Habitat Linkage System. Commitments for local, state, and federal financial contributions to the MSHCP will be defined in the plan and its implementing agreements with the Service and the Department prior to their approval by the RCHCA.

12.3 ACQUISITION AND MANAGEMENT

The Parties agree that the ability to acquire and manage the Core Reserve and Viable Habitat Linkage system included in the MSHCP will be dependent upon local, state, and federal funding, as well as the successful implementation of voluntary incentive programs for property owners and other creative and innovative conservation programs established by the MSHCP.

12.4 ADDITIONAL FUNDING SOURCES

The RCHCA will actively seek funding from federal, state, local, and private sources to assist in the development and implementation of the MSHCP.

12.5 NON-WASTING ENDOWMENT

Among other financial arrangements investigated by the RCHCA to provide the assurances required by law for the MSHCP, it will consider the establishment of non-wasting endowments, in present day values, that provide funding necessary to implement, manage and monitor the measures set forth in the plan.

13. ASSURANCES

13.1 NO SURPRISES

It is the intention of the Parties that the MSHCP implementing agreements with the Service and the Department will include all assurances contained in the "No Surprises" policy as it appears in the November 1996 Habitat Conservation Planning Handbook published by the Service.

13.2 NO ADDITIONAL MITIGATION

As long as the terms of an approved MSHCP are being fully implemented, the Service and the Department agree that they will not seek additional mitigation involving additional land or funds for impacts to covered species under the FESA, CESA, NEPA, CEQA, CNPPA, or in any other regulatory or permitting process.

13.3 ASSURANCES IN DOCUMENTS

In order to ensure that MSHCP assurances are formal, reliable, and legally binding, such provisions will be included in MSHCP implementation agreements.

13.4 RECOVERY PLANS

The Service will develop Recovery Plans for all listed species covered by the MSHCP, where appropriate, and agrees to involve the RCHCA in the development of such plans to the maximum extent permitted by law.

13.5 SPECIES PROPOSED FOR LISTING

If any species covered by the MSHCP are proposed for listing under the FESA or CESA during the preparation or after the approval of the MSHCP, the Service and the Department will, at the earliest possible date, and in addition to such notices as may be required by law, specifically notify the RCHCA of the pendency of the proposed listing.

During their deliberations concerning proposed listings the Service and the Department will evaluate the MSHCP to determine the extent to which its conservation actions can assure species persistence and therefore reduce or eliminate the legal requirement that the species be listed.

13.6 NO SUSPENSION OR REVOCATION

The MSHCP implementation agreement will provide that failure of federal and/or State agencies to fulfill their obligations thereunder will not result in additional costs to permittees, but may require reevaluation of other permit parameters and assurances. The Parties agree that they shall jointly and cooperatively pursue such reevaluation prior to the commencement of any action to suspend or revoke any such permit or management authorization. Furthermore, it is the intention of the Parties that the MSHCP and its implementation agreements will be developed to provide that the failure of federal and/or State agencies to fulfill their obligations thereunder, in itself, will not result in the revocation of incidental and management take permits or agreements. However, in the event that suspension or revocation is intended as a result of the failure of any State or federal agency to fulfill its commitment to implement the MSHCP, contemporaneously with any notice of intention to commence the process to suspend or revoke any such permit or management authorization, the Regional Director of the Service, the Director of the Department of Fish and Game, and the Chairman of the Board of Directors of the RCHCA, shall, by joint letter, notify each Party as well as the State and federal legislators representing the plan area or any part of it, of the intended suspension or revocation and that such suspension or revocation is being caused by the absence of appropriate

resources being made available to the relevant State and/or federal agencies to allow them to fulfill their obligations to the MSHCP.

14. MSHCP ENVIRONMENTAL DOCUMENTATION

14.1 CEQA AND NEPA

The Parties will cooperate and seek the cooperation of the U.S. Forest Service, the BLM, and appropriate state agencies in the preparation and processing of all MSHCP environmental documents pursuant to requirements of NEPA and CEQA. Joint NEPA/CEQA documents will be prepared whenever practical.

15. AMENDMENTS TO MSHCP PLANNING AGREEMENT

The MSHCP Planning Agreement may be amended at any time subject to written concurrence by all parties.

THIS AGREEMENT HAS BEEN EXECUTED ON THE DAY SET BY EACH SIGNATURE ATTACHED HERETO AND SHALL BECOME EFFECTIVE ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

DATE: _____

UNITED STATES DEPARTMENT OF INTERIOR

BY: _____

DATE: AUG 28 1997

UNITED STATES FISH AND WILDLIFE SERVICE

BY:  _____

DATE: _____

UNITED STATES BUREAU OF LAND MANAGEMENT

BY: _____

DATE: _____

CALIFORNIA RESOURCES AGENCY

BY: _____

DATE: _____

CALIFORNIA DEPARTMENT OF FISH AND GAME

BY: _____

DATE: _____

RIVERSIDE COUNTY HABITAT CONSERVATION AGENCY

BY: _____

DATE: _____

COUNTY OF RIVERSIDE

BY: _____

THIS AGREEMENT HAS BEEN EXECUTED ON THE DAY SET BY EACH SIGNATURE ATTACHED HERETO AND SHALL BECOME EFFECTIVE ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

DATE: _____

UNITED STATES DEPARTMENT OF INTERIOR

BY: _____

DATE: _____

UNITED STATES FISH AND WILDLIFE SERVICE

BY: _____

DATE: _____

UNITED STATES BUREAU OF LAND MANAGEMENT

BY: _____

DATE: _____

CALIFORNIA RESOURCES AGENCY

BY: _____

DATE: _____

CALIFORNIA DEPARTMENT OF FISH AND GAME

BY: _____

DATE: 9/11/97

RIVERSIDE COUNTY HABITAT CONSERVATION AGENCY

BY:  _____

DATE: _____

COUNTY OF RIVERSIDE

BY: _____

THIS AGREEMENT HAS BEEN EXECUTED ON THE DAY SET BY EACH SIGNATURE ATTACHED HERETO AND SHALL BECOME EFFECTIVE ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

DATE: _____

UNITED STATES DEPARTMENT OF INTERIOR

BY: _____

DATE: _____

UNITED STATES FISH AND WILDLIFE SERVICE

BY: _____

DATE: _____

UNITED STATES BUREAU OF LAND MANAGEMENT

BY: _____

DATE: 9-3-97

CALIFORNIA RESOURCES AGENCY

BY:  _____

DATE: 8/19/97

CALIFORNIA DEPARTMENT OF FISH AND GAME

BY:  _____

DATE: _____

RIVERSIDE COUNTY HABITAT CONSERVATION AGENCY

BY: _____

DATE: _____

COUNTY OF RIVERSIDE

BY: _____

THIS AGREEMENT HAS BEEN EXECUTED ON THE DAY SET BY EACH SIGNATURE ATTACHED HERETO AND SHALL BECOME EFFECTIVE ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

DATE: _____

UNITED STATES DEPARTMENT OF INTERIOR

BY: _____

DATE: _____

UNITED STATES FISH AND WILDLIFE SERVICE

BY: _____

DATE: June 30, 1987

UNITED STATES BUREAU OF LAND MANAGEMENT

BY: Armi R. Bessa

DATE: _____

CALIFORNIA RESOURCES AGENCY

BY: _____

DATE: _____

CALIFORNIA DEPARTMENT OF FISH AND GAME

BY: _____

DATE: _____

RIVERSIDE COUNTY HABITAT CONSERVATION AGENCY

BY: _____

DATE: _____

COUNTY OF RIVERSIDE

BY: _____

DATE: Aug 20, 1997

CITY OF CORONA

BY: Karen E. Stein

DATE: _____

CITY OF HEMET

BY: _____

DATE: _____

CITY OF LAKE ELSINORE

BY: _____

DATE: _____

CITY OF MORENO VALLEY

BY: _____

DATE: _____

CITY OF MURRIETA

BY: _____

DATE: _____

CITY OF PERRIS

BY: _____

DATE: _____

CITY OF RIVERSIDE

BY: _____

DATE: _____

CITY OF TEMECULA

BY: _____

DATE: _____

CITY OF CORONA

BY: _____

DATE: July 9, 1997

CITY OF HEMET

BY: [Signature]

DATE: _____

CITY OF LAKE ELSINORE

BY: _____

DATE: _____

CITY OF MORENO VALLEY

BY: _____

DATE: _____

CITY OF MURRIETA

BY: _____

DATE: _____

CITY OF PERRIS

BY: _____

DATE: _____

CITY OF RIVERSIDE

BY: _____

DATE: _____

CITY OF TEMECULA

BY: _____

DATE: _____

CITY OF CORONA

BY: _____

DATE: _____

CITY OF HEMET

BY: _____

DATE: 7/10/97

CITY OF LAKE ELSINORE

BY: *[Signature]*

DATE: _____

CITY OF MORENO VALLEY

BY: _____

DATE: _____

CITY OF MURRIETA

BY: _____

DATE: _____

CITY OF PERRIS

BY: _____

DATE: _____

CITY OF RIVERSIDE

BY: _____

DATE: _____

CITY OF TEMECULA

BY: _____

DATE: _____

CITY OF CORONA

BY: _____

DATE: _____

CITY OF HEMET

BY: _____

DATE: _____

CITY OF LAKE ELSINORE

BY: _____

DATE: 7-9-97

CITY OF MORENO VALLEY

ATTEST: *Alicia Chavez*

BY: *Charles R. White*

DATE: _____

CITY OF MURRIETA

BY: _____

DATE: _____

CITY OF PERRIS

BY: _____

DATE: _____

CITY OF RIVERSIDE

BY: _____

DATE: _____

CITY OF TEMECULA

BY: _____

DATE: _____

CITY OF CORONA

BY: _____

DATE: _____

CITY OF HEMET

BY: _____

DATE: _____

CITY OF LAKE ELSINORE

BY: _____

DATE: _____

CITY OF MORENO VALLEY

BY: _____

DATE: July 15, 1997

CITY OF MURRIETA

ATTEST: A. Kay Union
City Clerk

BY: Ray S. Smith
MAYOR

DATE: _____

CITY OF PERRIS

BY: _____

DATE: _____

CITY OF RIVERSIDE

BY: _____

DATE: _____

CITY OF TEMECULA

BY: _____

DATE: _____

CITY OF CORONA

BY: _____

DATE: _____

CITY OF HEMET

BY: _____

DATE: _____

CITY OF LAKE ELSINORE

BY: _____

DATE: _____

CITY OF MORENO VALLEY

BY: _____

DATE: _____

CITY OF MURRIETA

BY: _____

DATE: _____

CITY OF PERRIS

BY: *[Signature]*

DATE: _____

CITY OF RIVERSIDE

BY: _____

DATE: _____

CITY OF TEMECULA

BY: _____

DATE: _____

CITY OF CORONA

BY: _____

DATE: _____

CITY OF HEMET

BY: _____

DATE: _____

CITY OF LAKE ELSINORE

BY: _____

DATE: _____

CITY OF MORENO VALLEY

BY: _____

DATE: _____

CITY OF MURRIETA

BY: _____

DATE: _____

CITY OF PERRIS

BY: _____

DATE: _____

CITY OF RIVERSIDE

BY: John E. Holmes
City Manager

APPROVED AS TO FORM

Kathleen M. Boye
ASSY. CITY ATTORNEY

DATE: _____

CITY OF TEMECULA

BY: _____

DATE: _____

CITY OF CORONA

BY: _____

DATE: _____

CITY OF HEMET

BY: _____

DATE: _____

CITY OF LAKE ELSINORE

BY: _____

DATE: _____

CITY OF MORENO VALLEY

BY: _____

DATE: _____

CITY OF MURRIETA

BY: _____

DATE: _____

CITY OF PERRIS

BY: _____

DATE: _____

CITY OF RIVERSIDE

BY: _____

DATE: August 26, 1997

CITY OF TEMECULA

BY: *Patricia Birdsall*
Patricia Birdsall, Mayor

ATTEST:

June S. Greek
June S. Greek, CMC/AAE, City Clerk

EXHIBIT A

PROCESS FOR IDENTIFICATION OF CORE RESERVES AND VIABLE HABITAT LINKAGES FOR THE MSHCP

Core Reserves and Viable Habitat Linkages for the MSHCP will be identified and established through a multi-step process. The first step will involve the following tasks to be undertaken over a six month period following the execution of this Planning Agreement:

1. With the assistance of the Service, the Department, and the SAC, the Advisory Committee will identify the species and habitats to be addressed by the MSHCP;
2. With the assistance of the SAC, the Service and the Department will conduct a preliminary evaluation of the habitat needs of the species proposed to be included in the MSHCP, including a rough estimate of the number, general location, and size of such additional Core Reserves and Viable Habitat Linkages which may be necessary to obtain approval for a MSHCP covering the species identified by the Advisory Committee;
3. Evaluation of the habitat needs of the species proposed to be included in the plan will begin with an analysis of the contribution of federal, state and local public lands to this MSHCP, including, but not limited to, those reserves established pursuant to the SKR HCP and such additional public lands presently dedicated to or available for habitat conservation, consistent with the applicable rules, regulations and guidelines governing the administration of such lands, recognizing that neither the RCHCA nor its constituent members may assert jurisdiction over State and federal lands;
4. Subject to the provisions of Section 9 of this Planning Agreement, the Service, the Department and the SAC also will recommend the amount, type and method of collection of biological data necessary to support the development of a defensible MSHCP.

Following the completion of the above tasks, the RCHCA and its Member Agencies will consider the information and recommendations resulting therefrom in making their decisions concerning whether to proceed with the preparation of a MSHCP. These decisions will be based upon such factors as the RCHCA and its Member Agencies consider relevant.

If the RCHCA and its Member Agencies opt to proceed, the MSHCP will include criteria and standards under which the Core Reserve and Viable Habitat Linkage system defined

in the plan will be expanded over time. Such expansion will be undertaken in a manner consistent with available finances and will utilize, to the maximum extent practicable, voluntary agreements with landowners, conservation incentive programs, approved mitigation banks, and planning tools such as density bonus and transfer programs and project design clustering. Notwithstanding the foregoing, the MSHCP is intended to complement and assist compliance with, and not as a substitute for, mandatory planning requirements of California Government Code Sections 65302(d) and 65561 concerning habitat species and natural resource protection.