

EXHIBIT K

MEMORANDUM OF UNDERSTANDING BETWEEN THE WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY, THE UNITED STATES FISH AND WILDLIFE SERVICE, THE CALIFORNIA DEPARTMENT OF FISH AND GAME, AND [INSERT PARTY] FOR COOPERATION IN HABITAT CONSERVATION PLANNING AND MANAGEMENT FOR THE WESTERN RIVERSIDE COUNTY MULTIPLE SPECIES HABITAT CONSERVATION PLAN/NATURAL COMMUNITY CONSERVATION PLAN

[Insert Date]

I. PREAMBLE

The Western Riverside County Regional Conservation Authority ("RCA") shares a common interest with the California Department of Fish and Game ("CDFG"), the United States Fish and Wildlife Service ("USFWS") and the [insert party], that are signatories to this agreement ("Parties") in sustaining the integrity of regional biological and natural resource systems and the human and economic values they support. Western Riverside County is part of a rapidly urbanizing region, and many biological and natural resource systems that were once common and extensive throughout Southern California are now rare. The challenge of mitigating the effects of urbanization is now falling on inland Southern California, including Riverside County, which has recently seen a dramatic increase in development pressures, yet still maintains a substantial presence of both valuable habitat and endangered, threatened and rare species.

The Western Riverside County Multiple Species Habitat Conservation Plan ("MSHCP") is designed to meet the challenge of rapid urbanization by providing for the conservation of significant habitat and the preservation of endangered, threatened and rare species in a coordinated and efficient manner. The MSHCP Plan Area encompasses 1.26 million acres and includes all unincorporated County land west of the crest of the San Jacinto Mountains to the Orange County line, as well as the jurisdictional limits of the Cities in western Riverside County ("Cities"). The MSHCP will serve as a Habitat Conservation Plan ("HCP") pursuant to Section 10(a)(1)(b) of the Federal Endangered Species Act ("FESA"), as well as a Natural Community Conservation Plan ("NCCP") under the NCCP Planning Act.

Instead of piecemeal mitigation efforts, the MSHCP will provide large contiguous blocks of habitat to more effectively ensure the survival of targeted endangered, threatened and rare species. Area developers will benefit from the assurance provided by the USFWS and CDFG, as well as a streamlined process for complying with applicable federal and state mandates. The citizens of Riverside County and the participating Cities will further benefit from this planned growth because it will create new economic opportunities while preserving important open space and recreation opportunities, as well as maintaining the area's quality of life.

II. PURPOSE OF THE AGREEMENT

Efforts to coordinate conservation programs among local, state, and federal agencies in California are well-established. In 1991, *The Agreement on Biological Diversity* created an executive council on biological diversity. Cooperation among the agreement's forty members, including federal, state, and local representatives, exemplifies California's commitment to cooperative ecosystem management. This Memorandum of Understanding ("MOU") builds on this example by establishing a partnership between the RCA, CDFG, USFWS and the [insert party] to cooperate in the implementation of the MSHCP. This MOU encourages the exchange of information regarding "Public/Quasi-Public" ("PQP") lands, defined by the MSHCP as those lands within the MSHCP Plan Area known to be in public ownership that are managed for conservation and/or open space value, or land contained in an existing reserve. (See, e.g., MSHCP EIR/EIS Figure 2.8; see also EIR/EIS, p. 4.1-10.) Existing reserves and conservation areas are shown in Figure 2.3 on page 2.3-5 of the EIR/EIS. Further, this MOU provides an agreement for jointly managing the MSHCP Conservation Area and PQP lands for the benefit of Covered Species. Finally, this MOU provides a method for resolving disputes between Parties to this MOU.

III. AUTHORITY

This MOU does not modify or supercede existing statutory direction of the signatories.

IV. POLICIES AND PRINCIPLES

This MOU recognizes the following set of polices and principles:

- A.** [Party] agrees to coordinate with the other Parties to this MOU regarding lands within the MSHCP Plan Area.
 - 1.** The RCA, USFWS, and/or CDFG agree to provide any available digital files and hard copy maps of such lands to the same upon request. [Party] likewise agrees to provide the RCA, USFWS and CDFG with any available digital files and hard copy maps of the same.
 - 2.** [Party] further agrees to provide any further information they possess regarding types of vegetation and quality of vegetation on the lands they manage within the MSHCP Plan Area to the RCA, USFWS and CDFG or the MSHCP Reserve Oversight Management Committee ("RMOC").
- B.** [Party] agrees to participate fully as a member of the RMOC as set forth in Section 6.6.4 of the MSHCP.
- C.** [Party] agrees to work with the other Parties to this MOU and the RMOC to ensure the development of a coordinated approach for managing PQP lands in a cooperative manner consistent with the goals and objectives of the MSHCP.

D. If any land management prescriptions of [Party] are found to be inconsistent with MSHCP objectives and requirements, the Parties will work collaboratively to resolve the inconsistencies.

1. The Parties will make every effort to expeditiously resolve any disagreements. If resolution cannot be accomplished promptly during regularly scheduled meetings and conference calls, a further attempt to reach resolution will be promptly attempted in a interim meeting or conference call dedicated to the purpose of resolving the disagreement.

2. If the Parties cannot reach agreement on any issue, including but not limited to management of PQP lands within the MSHCP Plan Area, after completing an interim meeting or conference, all Parties agree to elevate the decision to successively higher levels within each organization until consensus is reached.

V. MODIFICATIONS

The MOU is to remain in effect until modification by the Parties in writing; it is negotiable at the option of any of the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding on the date first herein written above.

UNITED STATES DEPARTMENT OF
INTERIOR, FISH AND WILDLIFE
SERVICE

WESTERN RIVERSIDE COUNTY
REGIONAL CONSERVATION
AUTHORITY

By: _____
Deputy Manager
California/Nevada Operations Office

By: _____
Chair of the Board

CALIFORNIA DEPARTMENT OF FISH
AND GAME

[TO BE INSERTED]

By: _____
Deputy Director
Habitat Conservation Division

By: _____