

**MEMORANDUM OF AGREEMENT**

**AMONG**

**UNITED STATES BUREAU OF LAND MANAGEMENT  
NATIONAL PARK SERVICE  
UNITED STATES DEPARTMENT OF AGRICULTURE - FOREST SERVICE  
UNITED STATES FISH AND WILDLIFE SERVICE (REFUGES)  
UNITED STATES FISH AND WILDLIFE SERVICE (ECOLOGICAL SERVICES)**

**AND**

**CLARK COUNTY, NEVADA**

**IN ITS CAPACITY AS ADMINISTRATOR OF  
THE DESERT CONSERVATION PROGRAM**

**REGARDING**

**ADAPTIVE MANAGEMENT  
AND  
IMPLEMENTATION OF THE CLARK COUNTY  
MULTIPLE SPECIES HABITAT CONSERVATION PLAN**

This Memorandum of Agreement (MOA) is made and entered into as of this twelfth day of December, 2002 by and among the United States Bureau of Land Management (Bureau), the United States Forest Service (Forest Service), the National Park Service (Park Service), the United States Fish and Wildlife Service in its capacity as administrator of the Endangered Species Act (Service), the United States Fish and Wildlife Service in its capacity as manager of refuges within Clark County (FWS - Refuges), and Clark County, Nevada (County) in its capacity as Plan Administrator. Collectively, the Bureau, the Forest Service, the Park Service, and the FWS - Refuges shall be referred to as the Federal Land Management Agencies.

## I.

### PURPOSES OF THE MOA

- A. To describe the Adaptive Management Program (AMP) of the Clark County Multiple Species Habitat Conservation Plan (MSHCP), the funding provisions of the Southern Nevada Public Lands Management Act of 1998 (PLMA); the relationship between the MSHCP and the PLMA and other funding sources; and the importance of development of and participation in the AMP process.
- B. To define which conservation activities considered for funding will be deemed to be MSHCP Development Projects (which may be forwarded to the PLMA Executive Committee and the Secretary of Interior to be considered for funding pursuant to the PLMA) and which will be deemed to be MSHCP Implementation Projects (which may be recommended to the Clark County Board of County Commissioners for funding from Section 10 Funds and to the Service for funding from Section 7 Funds).
- C. To agree upon a uniform process to be utilized to identify which conservation activities should be recommended by the Clark County Implementation and Monitoring Committee (IMC) for funding, regardless of the source of the funds.

- D. To describe the AMP process, to assure that all projects funded pursuant to the MSHCP are appropriately monitored and evaluated and to agree upon actions which are designed to assure meaningful participation in the AMP process.
- E. To replace, in its entirety, that certain agreement entered into by and among the parties and dated August 7, 2000 regarding PLMA funding.

## II.

### **BACKGROUND INFORMATION REGARDING THE CLARK COUNTY MSHCP**

- A. Clark County consists of approximately 5,500,000 acres of land and water located in the southernmost part of the State of Nevada.
- B. Approximately 90 percent of Clark County is owned by the United States of America and is managed by the Federal Land Management Agencies, in addition to the Department of Defense. Fewer than 500,000 acres within the County are owned by entities other than the federal government, of which approximately 250,000 acres have been developed.
- C. The County and cities located within the County are in the process of developing a multiple species habitat conservation plan (MSHCP or Plan) pursuant to the provisions of Section 10(a) of the Endangered Species Act (ESA). The first phase of the Plan has been completed and a Section 10(a) Permit has been issued by the Service.
- D. Conservation activities throughout the County are funded through the MSHCP process which generates funds from various sources including, but not limited to, mitigation fees paid to the County for disturbance of non-federal lands (Section 10 Funds); remuneration fees required by federal agencies and paid to the County for disturbance of desert tortoise habitat located on federal lands (Section 7 Funds); and funds paid to the County at the direction of the Secretary of Interior pursuant to the provisions of the

PLMA (PLMA Funds).

- E. The County has been designated as the administrator of the Plan and of the funds as they are received from various sources on behalf of itself, the cities located within the County, and the Nevada Department of Transportation, which are the developers of the MSHCP and the permittees of the Section 10(a) incidental take permit.
  
- F. The goals of the MSHCP are to develop and implement programs necessary to secure and retain Incidental Take Permits (Permits) from the Service which will allow the incidental take on non-federal land of various species of flora and fauna covered by the terms of the Plan (Covered Species), as it may be amended from time to time, and to participate in a countywide program whose goal is to balance economic growth with the conservation of the natural resources of the County including its wildlife and natural habitats.
  
- G. In order to secure the Permit from the Service, the County has demonstrated that the effects of the incidental take of the Covered Species will be minimized and mitigated to the maximum extent practicable, that the incidental take will not appreciably reduce the likelihood of the survival and recovery of the species in the wild if the MSHCP is implemented, and that implementation of the terms of the Plan has been assured to the satisfaction of the Secretary of Interior (Secretary).
  
- H. In view of the fact that approximately 250,000 of the approximately 500,000 acres of non-federally owned property located within the County have already been developed and the remainder is highly fragmented, the County and the Service, in consultation with the Federal Land Management Agencies, have determined that, with some exceptions, the primary focus of mitigation measures should be upon federal lands which are less urbanized, developed, and fragmented than the non-federally owned property.

- I. The parties to this MOA have also determined that the most effective and efficient method of protecting and preserving the biological resources of the County is to i) implement existing laws, policies, and regulations already adopted by the Federal Land Management Agencies; ii) to monitor the status of biological resources in the County; and iii) to gauge the effectiveness of existing policies, local rules and regulations, and local management practices and conservation activities through the AMP. In the event it is determined that existing policies, local rules and regulations, and local management practices and conservation activities are not effective or are not the most efficient methods of protecting and preserving the plants and animals within the County, the AMP shall recommend the modification and development of additional policies, local rules and regulations, and local management practices and conservation activities using the best basic and applied scientific methods and techniques available, as constrained by the extent of funds available for that purpose. The Parties recognize and agree they must constantly balance the relative value of research and monitoring to determine efficacy and efficiency against the value of implementation of untested but commonly-believed-to-be-effective on-the-ground conservation measures, given funding constraints.
- J. In view of the foregoing, the parties have also determined that without the active cooperation and required approvals of the Federal Land Management Agencies, it would be extremely difficult for the County to obtain and retain its Permit(s). Without the monitoring, research, data collection, experimentation, and other conservation activities that have been funded by the MSHCP and implemented on federal land, the issuance of the Section 10(a) Permit could be in doubt. Similarly, continued development of the Plan and its AMP cannot occur without the active cooperation and participation of the each of the parties hereto. One of the primary mitigation measures proposed by the MSHCP and its predecessor plan, the Desert Conservation Plan for the Desert Tortoise, is to provide funds to the Federal Land Management Agencies to allow each of them to accelerate conservation activities which have been previously approved and adopted by them but for which there is inadequate funding.

**III.**  
**THE ADAPTIVE MANAGEMENT PROGRAM**

- A. Policies adopted by the Service require that one of the provisions which must be included in any habitat conservation plan approved by it in support of a Section 10(a) Permit is a plan for the adaptive management of the species and their habitats within the area covered by the habitat conservation plan.
  
- B. Section 2.8.2 of the Clark County Multiple Species Habitat Conservation Plan provides that Clark County, through its Implementation and Monitoring Committee, including the Federal Land Management Agencies, shall develop an AMP.
  
- C. The Adaptive Management Program has several goals:
  - 1. The first goal of the AMP is to develop a science-based program to i) monitor the status of species, habitats, and the environmental factors, both natural and human-caused, that affect the health and survival of those species and habitats (referred to in the MSHCP as Threats); ii) monitor and evaluate the effectiveness and efficiency of conservation and management actions upon the species, habitats and threats; and iii) recommend modification or development of additional policies, local rules and regulations, and local management practices and conservation strategies using basic and applied scientific methods and techniques if existing policies, local rules and regulations, and local management practices and conservation strategies are not effective or are not the most efficient method of protecting and preserving the natural resources in the County.
  
  - 2. The second goal of the AMP is to i) monitor and assure that Clark County is in compliance with the terms of its Section 10(a) Permit; and ii) monitor and assure that entities with whom it has contracted provide the necessary goods and services to fulfill the terms of the Section 10(a) Permit are in compliance with their respective contractual obligations.

3. The third goal of the AMP is to provide the Clark County IMC and the Federal Land Management Agencies with scientific information and data that it will take into consideration, together with such social, economic and political factors as it deems relevant, to formulate budget recommendations to the Board of County Commissioners, the PLMA Executive Committee, and the Service; and to recommend modification or development of additional policies, local rules and regulations, and local management practices and conservation strategies using basic and applied scientific methods and techniques if existing policies, local rules and regulations, and local management practices and conservation strategies are not effective or are not the most efficient method of protecting and preserving the natural resources in the county.

D. Implementation of the AMP process shall incorporate the following five principles:

1. All measures must define clearly the environmental problem(s) of concern (referred to in the MSHCP as Threats) and project goal(s), and must be presented in a proposal that contains the information set forth on Exhibit A, attached hereto and by this reference made a part hereof.
2. The measure must describe the expected outcomes and must include objective and measurable criteria (indices of success and milestones), so that progress toward achieving them can be assessed and reported.
3. To the extent practicable, proposals should be articulated as conceptual models or through other means that describe cause and effect pathways. Conceptual models can be presented in diagrammatic and/or narrative form, but should summarize available knowledge and hypotheses about ecosystem structure and function, highlight opportunities for alternative management actions, and identify key areas of uncertainty.

4. Monitoring schemes must be designed to gauge how species and habitats of concern respond to management actions. Monitoring appropriate to project scope and scale must measure response variables of target species, indicator species, and other ecosystem elements.
  5. New information generated from ongoing management, research, monitoring, and studies must be subject to evaluation (in collaboration with pertinent Working Groups, where appropriate). Results and the interpretation of those results shall be shared with and transmitted to the Federal Land Management Agencies and the IMC.
- E. Section 1.04 of the Clark County Multiple Species Habitat Conservation Plan Implementing Agreement, which has been executed by each of the parties hereto and which represents their respective commitments to comply with the terms of the MSHCP, provides that each of the parties will "fully cooperate with, participate in and seriously consider implementation of the measures suggested by the AMP."
- F. Clark County has entered into a contract with the Biological Resources Research Center at the University of Nevada, Reno (BRRC) to act as its science-based AMP Contractor to provide scientific advice to the Service, the Federal Land Management Agencies, and the IMC and its Working Groups. In addition, after scientific inquiry, the science-based AMP Contractor shall suggest to the IMC and the Federal Land Management Agencies such modified or additional management measures to conserve more efficiently and effectively species and habitats within Clark County. Measures to be implemented on federal lands shall require the approval of the appropriate Federal Land Manager.
- G. Notwithstanding BRRC's position as the science-based AMP Contractor, the Federal Land Management Agencies, as well as the science-based AMP Contractor, may utilize such independent scientific expertise as they deem appropriate and as they may choose.



#### IV.

### RELATIONSHIP BETWEEN THE MSHCP, THE SOUTHERN NEVADA PUBLIC LANDS MANAGEMENT ACT (PLMA or the ACT), AND THE AMP

- A. The PLMA contemplates the disposition or sale of a substantial number of acres of land currently administered by the Bureau and located within Clark County. The disposal of those lands that are selected for disposal will occur over an extended period of time and is anticipated to generate significant funds.
- B. Funds generated by the PLMA and deposited into the Special Account created by the Act may be expended solely for five specific purposes mandated by the Act. Included among those purposes is the development of the MSHCP.
- C. The MSHCP is intended to be an ongoing and evolving effort and not a static plan. Clark County will change during the 30-year term of the MSHCP. The AMP is being designed to recognize changes in the environment, and to suggest additional or modified conservation activities and management actions to assure the survival of species and habitats for the entire term of the Plan.

#### V.

### AGREEMENT-GENERAL PROVISIONS

#### A. Term:

The process set forth herein is innovative and novel, and expresses a unique intention of four federal agencies, four state agencies, one county, five cities, and innumerable stakeholders and public interest groups that are participants in the MSHCP to cooperate and to coordinate their efforts to sustain and to conserve the natural resources of Clark County in an open and public process and in the manner required by law. The parties fully expect that additional or different agreements and rules may have to be implemented in the future; and to that end, they each agree to consider such

amendments or supplements to this MOA as may be from time to time necessary or appropriate to fulfill the intention hereof. The parties further agree that they shall, as frequently as demanded by any party - but in any event, in March of each even numbered year - review the terms hereof, to determine whether amendments are required to more fully reflect the commitments of the parties to implement the MSHCP, including its AMP.

**B. MSHCP Development Projects:**

The term “MSHCP Development Project” includes projects and proposals specifically designed to improve and conserve the status of species and habitats on both federal and non-federal lands within Clark County, and shall include, but not be limited to, programs and proposals approved by the Service that involve data collection; monitoring; basic and applied research; field manipulations and other experimentation; adaptive management efforts; development and redevelopment of management plans for all species, habitats, and the ecosystems that support them; conservation initiatives; mapping; interagency GIS capacity coordination and enhancement; development of ecosystem conservation strategies; proposals to enhance land management efficiency and effectiveness; and development of public education and outreach strategies including programs and documentation designed to improve public awareness of the importance of habitat and species conservation within Clark County. The parties agree that some portion of the expense required to participate in and administer the MSHCP, including but not limited to National Environmental Policy Act compliance, is necessary for the development of the MSHCP and thus may be included in the term MSHCP Development Project.

**C. MSHCP Implementation Projects:**

MSHCP Implementation Projects include projects and proposals that construct, provide, supply, or furnish benefits for species and habitats, and may include but not be limited to law enforcement and public outreach efforts, public information and education

projects, administration of the MSHCP, fencing of linear features, construction of features and facilities that facilitate the conservation of species, wild horse and burro control measures, acquisition of land, interests in land and water rights, habitat restoration measures, and measures to control or eradicate non-native and exotic species.

**D. All Projects Subject to Monitoring and Evaluation Process:**

All MSHCP-funded projects, including all Development Projects and all Implementation Projects, no matter by whom proposed, carried out, or implemented, shall be subject to the budget and AMP procedures and requirements.

**E. Federal Participation:**

1. The County agrees that all funds paid to it by the Secretary on account of MSHCP Development Projects, as proposed by the Federal Land Management Agencies for PLMA funding and recommended by the IMC, will be paid to the Federal Agency (or to a third party cooperator, as requested by the Federal Agency) that submitted the proposed project.
2. The Federal Land Management Agencies agree that they shall (pursuant to the terms of the MSHCP and within funding and staffing limitations) fully facilitate, cooperate with, and participate in the AMP process, including, but not limited to, expedited review, oversight and permitting of MSHCP and AMP projects, and periodic reports and accountings to Clark County as Plan Administrator and the IMC describing the utilization of MSHCP funds and the results of all projects thus funded on such forms as may be established by the AMP process.
3. Notwithstanding any provision contained herein to the contrary, any Federal Land Management Agency may apply for PLMA funds, regardless of whether a proposed project has been recommended by the Clark County IMC.

**F. Funding Principles:**

1. The parties agree that to the maximum extent possible, and given the current status of the law, PLMA Funds should be utilized to fund MSHCP Development Projects, Section 10 Funds should be utilized to fund MSHCP Implementation Projects, and Section 7 Funds shall be used to fund projects that contribute to the recovery of the Desert Tortoise.
2. The parties agree that to the extent that federal PLMA funds are made available to assist in the development of the MSHCP, the federal government through the Federal Land Management Agencies should have a significant role in determining how those federal funds are expended.
3. Subject to the process described hereinafter, the Federal Land Management Agencies agree that the Adaptive Management Program is an element of the MSHCP and should be considered by the PLMA Executive Committee and the Secretary of Interior for PLMA funding.
4. In order to allow and facilitate long-term planning by the Federal Land Management Agencies and the MSHCP process, the Federal Land Management Agencies and the County, as recommended by the IMC, anticipate that they may submit a joint application to the Secretary for a long-term Authorization for PLMA funding for MSHCP Development in such amounts and for such term as they may agree.

**VI.**

**THE AMP AND BUDGET PROCESS**

**A. Relationship between the Adaptive Management Program and the Budget:**

The AMP proposes, where appropriate and fiscally reasonable, to use basic research and rigorous monitoring to inform future policy decisions, management actions, and research efforts. For purposes of the MSHCP, adaptive management applies the

concept of experimentation to the design and implementation of conservation plan policy. The AMP is designed to test explicitly formulated predictions about how species covered under the MSHCP respond to environmental conditions, both natural and human-caused. The goal of the AMP is to facilitate the rapid accumulation of reliable knowledge that will be utilized to inform decisions to fund or not to fund projects that are designed to result in species and habitat management that is effective, efficient, and accountable.

**B. Conservation Issues:**

1. Identification of Conservation Issues: Conservation issues to be considered for funding and reviewed through the Adaptive Management Process will be identified in one of two ways:
  - a. Those identified in MSHCP Conservation Management Plans or agreements, or as required by Section 11 J of the Section 10(a) Permit.
  - b. Any conservation issue identified by a Federal Land Manager, the Service, Clark County, a member of the IMC, the science-based AMP Contractor, or any member of the public and approved for review by the IMC, as hereinafter provided.
  
2. Review of Conservation Issues and Referral by IMC:
  - a. Any entity requesting that a conservation issue be considered for funding and AMP review shall request that the science-based AMP Contractor and the Service be informed of the issue and that the matter be placed on the next agenda of the IMC following review by the Service and the science-based AMP Contractor.
  - b. The IMC, in consultation with and on the advice of the Service and the science-based AMP Contractor, shall either reject the matter or accept it for review and consideration.

- c. After approval of such issue for review purposes, the IMC shall refer the issue to a Land Manager, a Working Group created by it, an independent contractor, or to the science-based AMP Contractor. All issues which are intended to be carried out or which affect federal lands shall involve the relevant Federal Land Manager, and no action that is intended to be carried out on federal lands shall proceed without the consent of the Federal Land Manager. In all cases, the entity to which an issue has been referred shall work in close coordination with the science-based AMP Contractor. The science-based AMP Contractor shall offer its assistance to ensure that proposals to deal with issues are, to the extent practicable, consistent with the AMP principles described herein. The flow of information throughout the process is described on Exhibit B, attached hereto and by this reference made a part hereof.

**C. Report to IMC:**

1. Prior to the March meeting of the IMC in each even-numbered year, the science-based AMP Contractor and the entity to which a conservation issue has been referred shall each submit a separate written report to the IMC and the Service. Each report shall include its findings and the bases for those findings, including relevant science information, as well as its recommendations regarding the types of conservation activities and policies, if any, that should be considered for funding.
2. The IMC shall consider the findings and recommendations at meetings held in March, April, and May in each even-numbered year.

**D. Presentation, Circulation and Review of Proposals:**

1. At its May meeting in each even-numbered year, the IMC shall identify those conservation issues and policies it wishes to consider and for which it seeks proposals, including MSHCP Development Projects and MSHCP Implementation Projects.

2. On or before August 1 in each even-numbered year, the Plan Administrator shall accept proposals for the ensuing biennium commencing July 1 of the next odd-numbered year. All proposals shall be circulated to members of the IMC.
3. All proposals shall include, at a minimum, all of the information set forth on Exhibit A, and shall be entered into the Clark County MSHCP database by the proponent.
4. At its August meeting in each even-numbered year, the IMC may refer any proposal it receives to the appropriate Federal Land Manager or Working Group which shall, in coordination with the science-based AMP Contractor and the Service, review each proposal referred to it. As part of its review, it may suggest modifications to the proposal, including but not limited to methods, appropriate means of evaluation, data collection standards, and opportunities for cooperation with other entities or proposals. The science-based AMP Contractor shall attend all Working Group meetings where proposals are discussed as part of the budget process.
5. In the event the IMC shall determine that an issue exists regarding any proposal, including proposals submitted by the science-based AMP Contractor, it shall, in consultation with and in concurrence with the Service, seek guidance from or convene a panel of appropriate experts to assist evaluation of the proposal by the IMC.
6. By October 15 in each even-numbered year, the entity to which each proposal has been referred shall recommend to the IMC, in writing, those proposals that should be considered for funding and the reasons why such proposals should be funded. Recommendations shall be set forth on the Proposal Review Form attached hereto as Exhibit C, and by this reference made a part hereof.

7. By November 15 in each even-numbered year, the Service and the science-based AMP Contractor shall recommend to the IMC, in writing, those proposals that should be considered for funding and the reasons why such proposals should be funded.

**E. IMC Budget Recommendations:**

At its December meeting in each even-numbered year, the IMC shall decide which measures it shall recommend to the Board of County Commissioners for funding from Section 10 Funds, which activities it shall recommend to the Service for funding from Section 7 Funds, and which activities it shall recommend to the Southern Nevada Public Lands Management Act Executive Committee and the Secretary of Interior for funding from PLMA Funds, which together shall constitute the proposed Implementation Plan and Budget (IPB) for the ensuing biennium.

**F. Review and Response by Service:**

1. On or before December 31 in each even-numbered year, the Plan Administrator appointed by Clark County shall submit the proposed IPB to the Service for its review. In order to accommodate the PLMA review process, the Plan Administrator shall also submit a report to the BLM, Las Vegas Field Office, Division of Land Sales and Acquisitions that shall include copies of all proposals that have been received, together with the recommendations and prioritizations of the IMC.
2. Within 60 days of receipt of the proposed IPB, the Service will review and provide a written report to the Plan Administrator that shall include an evaluation of the consistency of the IPB with the requirements of the Permit and the MSHCP. In the event the report determines that the IPB is not consistent with the Permit and the MSHCP, it shall identify the specific reasons for such inconsistency and the IMC shall reconsider the matter at its next meeting.



3. Within ten days of receipt of a report from the Service that determines that the IPB is consistent with the terms of the MSHCP and the Permit, the Plan Administrator shall forward the report of the Service and the recommendation of the IMC with respect to Section 10 Funds to the Board of County Commissioners, the report of the Service and the recommendation of the IMC with respect to Section 7 Funds to the Service, and the report of the Service with respect to PLMA funds to the BLM, Las Vegas Field Office, Division of Land Sales and Acquisitions.
4. In the event that the PLMA Executive Committee approves a proposal for funding that the IMC has not recommended, the BLM, Las Vegas Field Office, Division of Land Sales and Acquisitions shall submit a report to the County and the IMC setting forth the reasons the project was funded and how the project supports MSHCP development.

**G. Contracts and Final Reports:**

1. Unless otherwise specified in the proposal and corresponding contract, all contracts shall become effective on July 1 of each odd-numbered year, or as soon thereafter as each contracting party has approved the contract. Unless otherwise provided in the contract, work shall commence immediately and be completed within two years.
2. Final reports regarding - and an evaluation of - the work accomplished during any two-year contract period will be submitted by all contractors to the IMC, utilizing the Clark County database format and process.

**VII.  
MONITORING**

**A. Diagrammatic Representation:**

Attached hereto, marked Exhibit D and by this reference made a part hereof, is a diagrammatic representation of the monitoring responsibilities of the parties.

**B. Compliance Monitoring:**

Clark County shall, in coordination with the science-based AMP Contractor, establish and maintain a permit and contract database to which all contractors must report no less frequently than every three months to assure compliance with the terms of their respective contracts and the Section 10(a) Permit.

**C. Effectiveness Monitoring:**

Clark County and each entity that has submitted a proposal shall collaborate with the science-based AMP Contractor to design, establish, and implement an appropriate means by which to evaluate the effectiveness of the activity for which the contract is let which shall be included in the terms of each contract.

1. All data collected shall be made available for evaluation and analysis as part of the AMP process and shall be collected and maintained in a manner and form compatible with the AMP database and GIS format which shall be established and maintained by the science-based AMP Contractor in collaboration with the County and the Federal Land Management Agencies.

**VIII.**

**PARTICIPATION IN, COOPERATION WITH, AND FACILITATION OF  
THE AMP**

**A. Participation and Cooperation:**

Each party hereto agrees on its own behalf and on behalf of its contractors, employees and agents that it shall fully and completely participate in, cooperate with, and facilitate

the AMP process, subject to funding and staff availability, and that it shall seriously consider the recommendations resulting from the AMP. A significant concern of all parties is the time required to attend Working Group meetings, on the part of both volunteers and staff, and the necessity to make such meetings meaningful and relevant to the conservation issue or proposal presented to it. Therefore, meetings related to the MSHCP and the AMP process must be conducted in a courteous, businesslike, and time-efficient manner, and be based upon meeting agendas. When appropriate, the County may provide experienced facilitators or training to ensure that meetings are effective and efficient.

**B. Meetings:**

1. Clark County agrees that its science-based AMP Contractor, shall, no less than semiannually but as often as requested, arrange for and meet with each Federal Agency and each Working Group pursuant to a calendar developed by mutual agreement of the science-based AMP Contractor, the Federal Land Management Agencies, and the Working Group. The purpose of such meetings will be to discuss and coordinate activities of the AMP, to determine the issues and questions the AMP should address, to integrate the MSHCP AMP program with similar programs already adopted by the Federal Land Management Agencies, and to discuss and if possible agree upon what scientific methods and procedures will be utilized by participants in the MSHCP, together with such other and further matters upon which they may agree.
2. Clark County, the science-based AMP Contractor and the local manager of each of the Federal Land Management Agencies shall meet no less frequently than semiannually to discuss matters of mutual concern as they may from time to time determine. Clark County shall, in consultation with each local manager, the Service, and the IMC, prepare an agenda for each meeting and shall report any substantive issues that are discussed to the IMC at its next meeting.

**C. Dispute Resolution:**

1. If after appropriate informal attempts to resolve a disagreement, any party, the science-based AMP Contractor, or any Working Group is dissatisfied with the schedule for or the content of the meetings described in Section B hereof, or in the event it is dissatisfied with the actions or activities of another party in connection with AMP matters, including but not limited to the activities of any Working Group, it shall immediately report its dissatisfaction, in writing, to the Plan Administrator, the Service, and the party with whom it is dissatisfied specifying, in detail, the reasons for its dissatisfaction (Notice of Dissatisfaction).
2. Upon receipt of any Notice of Dissatisfaction, the County shall, at the earliest possible date, schedule and conduct a meeting among itself, the Service, the science-based AMP Contractor, and the appropriate Federal Agency or Working Group. The purpose of the meeting will be to attempt to resolve the issue that has caused the dissatisfaction. Each of the parties agrees that it shall in good faith attempt to resolve any such item of dissatisfaction, and, absent violation of any law, rule, regulation, or official policy, will participate in reaching a solution that will meet the needs of the AMP and resolves the issue of dissatisfaction.
3. As often as the Plan Administrator deems appropriate, but in any event during the biennial review of this document, he or she shall report to the IMC regarding the number, complexity, and general nature of disputes that have been resolved during the biennium.

**D. Staffing or Funding Issues**

In the event any party is unable to fulfill its obligations hereunder because of staffing or funding limitations, it shall, at the earliest practicable time, submit a written report to the Plan Administrator. The Plan Administrator shall immediately inform and consult with the Service, and shall place the matter on the next agenda of the IMC.

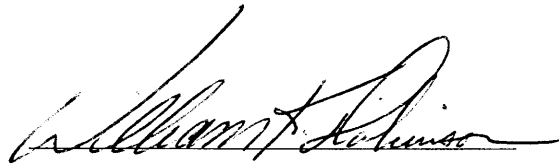
**IX.**  
**REVIEW OF MSHCP**

The biennial budget for the 2007—2009 Biennium and the biennial budget for each third biennium thereafter shall include an amount sufficient to pay for an independent program review, which may include formal peer review of scientific program elements, to evaluate the effectiveness of those aspects of the MSHCP as may be agreed upon among the Service, the Federal Land Management Agencies, the County, and the IMC during each of the immediately preceding biennia.

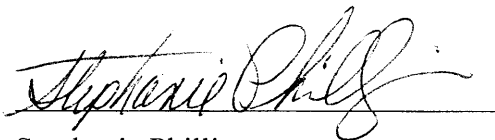
**In witness whereof**, the Parties have executed this Memorandum of Agreement as of the day and year first above written.



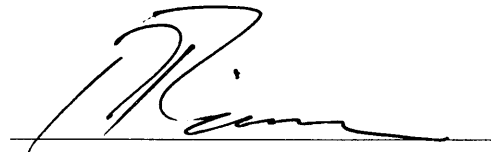
Mark Morse  
Bureau of Land Management



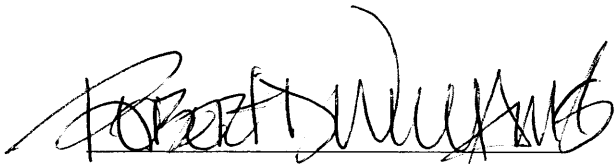
William K. Dickinson  
National Park Service



Stephanie Phillips  
USDA Forest Service



Richard Birger  
USFWS Refuges



Robert D. Williams  
United States Fish & Wildlife Service



Lewis Wallenmeyer  
Clark County Desert Conservation Program

**CLARK COUNTY MSHCP AMP-MOA**

**EXHIBIT A**

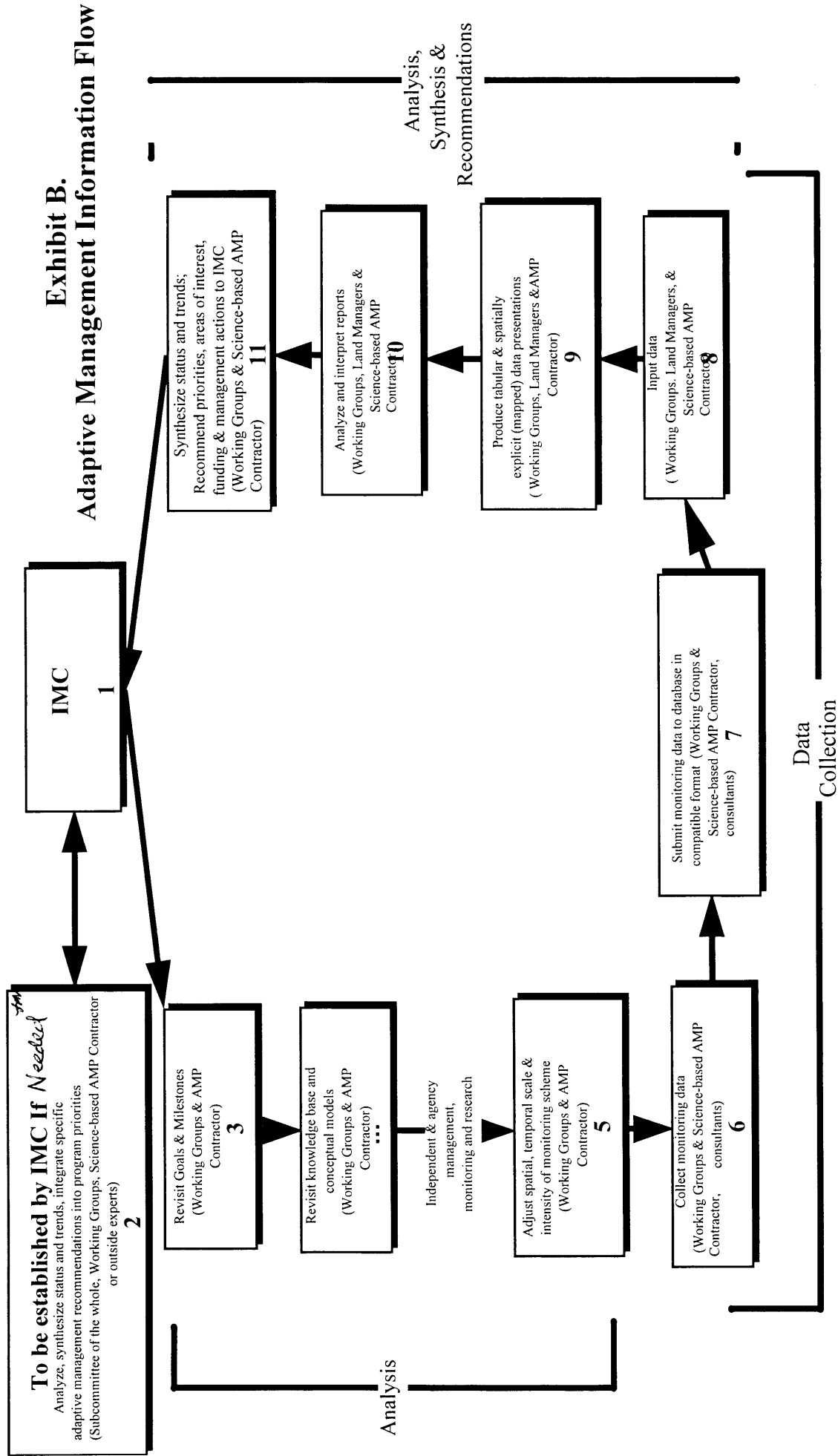
**CCMSHCP PROJECT PROPOSAL REQUIRED ELEMENTS**

1. **PROJECT TITLE**
2. **CONTRACTOR/PROPONENT**
  - a. Agency/organization
  - b. Address of contractor
3. **BUDGET BREAKDOWN**
  - a. Total personnel costs
  - b. Total equipment
  - c. Total travel
  - d. Total other costs
  - e. Total indirect costs (administrative costs)
  - f. Total budget
  - g. Budget Justification and Breakdown.
4. **FUNDING SOURCE REQUESTED: SECTION 10/ SECTION 7/PLMA/OTHER**
5. **OTHER FUNDING SOURCES FOR THIS PROJECT: SOURCE AND AMOUNT**
6. **ELEMENTS OF THE HCP ADDRESSED**
  - a. Species—covered, evaluation and watch list
  - b. Habitat/ecosystems
  - c. Location of project
  - d. Threats addressed
    - 1) Species
    - 2) Ecosystems and habitats
  - e. Management actions addressed

7. **SCOPE OF WORK**

- a. Background and need for project in relation to MSHCP threats, conservation actions and management actions (up to three pages)
- b. Progress on continuing projects (up to three pages)
- c. Procedures (up to three pages)
- d. Literature cited.
- e. Milestones of project (reports required quarterly)
- f. Indices of success of the project (reports required quarterly)
- g. Deliverables (products and/or services) of the project
- h. Appendix 1: Final reports of previous MSHCP projects
- i. Appendix 2: Professional biographies or curriculum vitae of principal investigators

# Exhibit B. Adaptive Management Information Flow





**Exhibit C**

**Project Proposal Review**

Proposal # \_\_\_\_\_  
Title \_\_\_\_\_  
Project Proponent \_\_\_\_\_

Reviewer or Working Group: \_\_\_\_\_

**1. Does the proposal address an issue that is of concern to the MSHCP and furthers the goals, development, or implementation of the MSHCP or a related Conservation Strategy, and maintenance of the incidental take permit?**

Critical or mandated \_\_\_ Important or necessary \_\_\_ Unrelated, unnecessary, or not currently essential \_\_\_

Rationale for choice above:

\_\_\_\_\_

Other funding recommended:

\_\_\_\_\_

**2. Is the proposal complete? If not, is it a proposal that is substantially sound and merits further development for consideration for funding during a future biennial funding period?**

Complete \_\_\_\_\_

Recommendation for further development:

\_\_\_\_\_

**3. Consequences of not doing this project at this time:**

\_\_\_\_\_

**4. Is this proposal similar to other proposals so that there is opportunity to combine or coordinate proposals or portions thereof? If so, describe:**

\_\_\_\_\_

**5. Scientific/Technical Adequacy of Proposal, including Indices of Success, Data Collection/Coordination, and Monitoring.**

a. Does the proposal clearly identify the specific risks to species or habitats of concern that will be mitigated or addressed by project actions? \_\_\_\_\_ yes \_\_\_\_\_ no

Recommendation for completion:

\_\_\_\_\_

b. Are project goals and objectives clearly defined, so that the ongoing and completed effort can be evaluated? \_\_\_\_\_ yes \_\_\_\_\_ no

Recommendation for completion:

\_\_\_\_\_

c. Does the project employ proven techniques, or are some actions experimental? \_\_\_\_\_

If experimental, does the project suggest means of reducing uncertainty in project outcome and propose methods to assess (monitor) project efficacy? \_\_\_\_\_ yes \_\_\_\_\_ no  
Recommendation for completion:

---

---

d. Does the proposal describe means by which the project can be evaluated by providing focused questions or hypotheses to be tested and a sampling design for assessment that considers appropriate environmental parameters? \_\_\_\_\_ yes \_\_\_\_\_ no  
Recommendation for completion:

---

---

e. Is the handling of data and reporting adequately addressed in the milestones and deliverables?  
\_\_\_\_\_ yes \_\_\_\_\_ no  
Recommendation for completion:

---

---

6. Is land owner/manager permission and permitting for project assured? \_\_\_\_\_ yes \_\_\_\_\_ no

**Comments:**

7. What non-biological issues and concerns (positive and negative) should be noted with respect to this proposal?

---

---

8. Budget is reasonable, realistic, and adequate: \_\_\_\_\_ yes

If not, describe changes recommended:

---

9. Project deliverables and accomplishment reporting adequate: \_\_\_\_\_ yes

If not, describe changes recommended:

---

---

10. Proponent capabilities to accomplish all aspects of proposed project are adequate:

Adequate \_\_\_\_\_

Recommendation for improvement:

---

11. Priority:            **HIGH**            **MEDIUM**            **LOW**            **NOT RECOMMENDED**

Additional justification for priority rating:

---

---

**Reviewers: (Reviewers not agreeing with conclusions above may append comments)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If Reviewed by Group, Identify Facilitator: \_\_\_\_\_ Date \_\_\_\_\_

