

FIRST AMENDMENT TO THE IMPLEMENTING AGREEMENT

for the

WESTERN RIVERSIDE COUNTY MULTIPLE SPECIES  
HABITAT CONSERVATION PLAN/NATURAL  
COMMUNITY CONSERVATION PLAN

by and between

CITY OF MENIFEE, CITY OF WILDOMAR, WESTERN RIVERSIDE COUNTY  
REGIONAL CONSERVATION AUTHORITY, UNITED STATES FISH AND WILDLIFE  
SERVICE AND CALIFORNIA DEPARTMENT OF FISH AND GAME

1.0 PARTIES

This First Amendment to the Implementing Agreement ("Amended Agreement"), made and entered into as of this third day of August, 2009, by and among the City of Meniffee and City of Wildomar (together with their successors and assigns, the "Permittees"), the Western Riverside County Regional Conservation Authority, the United States Fish and Wildlife Service, and the California Department of Fish and Game (all, collectively, the "Parties"), defines the Parties' roles and responsibilities and provides a common understanding of the actions that will be undertaken to implement the Western Riverside County Multiple Species Habitat Conservation Plan/Natural Community Conservation Plan ("MSHCP" or "Plan"). The United States Fish and Wildlife Service and the California Department of Fish and Game may be referred to collectively herein as the "Wildlife Agencies."

2.0 RECITALS

This Amended Agreement is entered into with regard to the following facts:

**WHEREAS**, an Implement Agreement ("Agreement") was entered into by and between Western Riverside County Regional Conservation Authority, County of Riverside, Riverside County Flood Control and Water Conservation District, Riverside County Regional Parks and Open Space District, Riverside County Waste Management District, Riverside County Transportation Commission, City of Banning, City of Beaumont, City of Calimesa, City of Canyon Lake, City of Corona, City of Hemet, City of Lake Elsinore, City of Moreno Valley, City of Murrieta, City of Norco, City of Perris, City of Riverside, City of San Jacinto, City of Temecula, California Department of Transportation, California Department of Parks And Recreation, United States Fish and Wildlife Service and California Department of Fish and Game and became effective on June 22, 2004; and

**WHEREAS**, on October 1, 2008, the City of Meniffee became a California municipal corporation located within western Riverside County; and

**WHEREAS**, on July 1, 2008, the City of Wildomar became a California municipal corporation located within western Riverside County; and

**WHEREAS**, the Western Riverside County Regional Conservation Authority ("Regional Conservation Authority") is a public agency and a joint powers authority, created pursuant to the provisions of the California Government Code section 6500; and

**WHEREAS**, the California Department of Fish and Game ("CDFG") is a department of the California Resources Agency with jurisdiction over the conservation, protection, restoration, enhancement and management of fish, wildlife, native plants and habitat necessary for biologically sustainable populations of those species under the California Endangered Species Act (California Fish and Game Code §§ 2050 et seq.) ("CESA"), the California Native Plant Protection Act (California Fish and Game Code §§ 1900 et seq.), the California Natural Community Conservation Planning Act ("NCCP Act") (California Fish and Game Code §§ 2800 et seq.) and other relevant state laws; and

**WHEREAS**, the United States Fish and Wildlife Service ("USFWS") is an agency of the United States Department of the Interior and has jurisdiction over the conservation, protection, restoration, enhancement and management of fish, wildlife, native plants and habitat necessary for biologically sustainable populations of those species to the extent set forth in the Federal Endangered Species Act (16 U.S.C. §§ 1531 et seq.) ("FESA") and other relevant federal laws; and

**WHEREAS**, the Parties desire Permittees to implement the MSHCP.

### **AGREEMENT**

**THEREFORE**, the Parties do hereby understand and agree as follows:

#### **3.0 INCORPORATION OF THE AGREEMENT**

The Agreement and each of its provisions are intended to be, and by this reference are, incorporated herein.

#### **4.0 CITY OF MENIFEE**

The City of Menifee agrees to the terms and conditions of the Agreement set forth in section 3.0 above.

#### **5.0 CITY OF WILDOMAR**

The City of Wildomar agrees to the terms and conditions of the Agreement set forth in section 3.0 above.

## 6.0 AGREEMENT PROVISIONS AMENDED

The following provisions of the Agreement are amended as set forth below:

**3.21 "Cities"** means collectively the cities of Banning, Beaumont, Calimesa, Canyon Lake, Corona, Hemet, Lake Elsinore, Menifee, Moreno Valley, Murrieta, Norco, Perris, Riverside, San Jacinto, Temecula, and Wildomar.

**27.4 Notices.** Any notice permitted or required by this Agreement shall be in writing, delivered personally, by overnight mail, or by United States mail, certified and postage prepaid, return receipt requested to the persons listed below and addressed as follows, or at such other address as any Party may from time to time specify to the other Parties in writing. Notices may be delivered by facsimile or other electronic means, provided that they are also delivered personally or by overnight or certified mail. Notices shall be transmitted so that they are received within the specified deadlines. Notice delivered via certified mail, return receipt requested, shall be deemed given five (5) days after deposit in the United States mail. Notices delivered personally shall be deemed given on the date they are delivered. Notices delivered via overnight delivery shall be deemed given on the next business day after deposit with the overnight mail delivery service. The RCA shall maintain a list of individuals responsible for ensuring Plan compliance for each of the Parties, which may change. The following are the individuals currently responsible for ensuring Plan compliance:

City Manager  
City of Menifee  
29683 New Hub Drive, Suite C  
Menifee, CA 92586  
Telephone: 951-672-6777

City Manager  
City of Wildomar  
23738 Clinton Keith Rd  
Wildomar, CA 92595  
Telephone: 951-677-7751

In addition to the above list, the following individuals will also be provided all notices as set forth in this section:

Mayor  
City of Menifee  
29683 New Hub Drive, Suite C  
Menifee, CA 92586  
Telephone: 951-672-6777

Mayor  
City of Wildomar  
23738 Clinton Keith Rd.  
Wildomar, CA 92595  
Telephone: 951-677-7751

## 7.0 OTHER PROVISIONS TO REMAIN IN EFFECT

Except for the amended provisions as set forth herein, all other provisions of the Agreement shall remain in full force and effect, and shall govern the action of the parties hereto.

## 8.0 EFFECTIVE DATE

This Amended Agreement shall become effective on the date that is executed by all of the Parties.

IN WITNESS WHEREOF, THE PARTIES HERETO have executed this Implementing Agreement to be in effect as of the date last signed below.

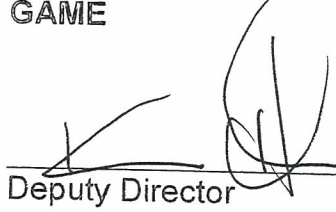
Dated: \_\_\_\_\_

UNITED STATES FISH AND WILDLIFE SERVICE

\_\_\_\_\_  
Deputy Manager  
United States Fish and Wildlife Service  
California/Nevada Operations Office  
Sacramento, California

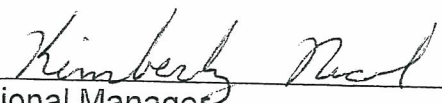
Dated: 7/9/09

CALIFORNIA DEPARTMENT OF FISH AND  
GAME

  
\_\_\_\_\_  
Deputy Director  
Habitat Conservation Division  
California Department of Fish and Game  
Sacramento, California

Dated: 6/15/09

CALIFORNIA DEPARTMENT OF FISH AND  
GAME

  
So. \_\_\_\_\_  
Regional Manager  
Inland Region  
California Department of Fish and Game  
Long Beach, California

IN WITNESS WHEREOF, THE PARTIES HERETO have executed this  
Implementing Agreement to be in effect as of the date last signed below.

Dated: 08/03/2009

UNITED STATES FISH AND WILDLIFE SERVICE

Margaret J. Kalar

Acting Deputy Manager  
United States Fish and Wildlife Service  
California/Nevada Operations Office  
Sacramento, California

Dated: \_\_\_\_\_

CALIFORNIA DEPARTMENT OF FISH AND  
GAME

\_\_\_\_\_  
Deputy Director  
Habitat Conservation Division  
California Department of Fish and Game  
Sacramento, California

Dated: \_\_\_\_\_

CALIFORNIA DEPARTMENT OF FISH AND  
GAME

\_\_\_\_\_  
Regional Manager  
Inland Region  
California Department of Fish and Game  
Long Beach, California

Dated: 2-3-09

WESTERN RIVERSIDE COUNTY  
REGIONAL CONSERVATION AUTHORITY

Attest:

Honey Beros

Clerk of the Board

Bob Foster

Chairman of the Board of Directors  
Western Riverside County Regional Conservation  
Authority  
Riverside, California

Dated: \_\_\_\_\_

CITY OF MENIFEE

Attest:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor  
City of Menifee  
Menifee, California

Dated: \_\_\_\_\_

CITY OF WILDOMAR

Attest:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor  
City of Wildomar  
Wildomar, California

Dated: \_\_\_\_\_

**WESTERN RIVERSIDE COUNTY  
REGIONAL CONSERVATION AUTHORITY**

Attest:

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Chairman of the Board of Directors  
Western Riverside County Regional Conservation  
Authority  
Riverside, California

Dated: 1/16/09

**CITY OF MENIFEE**

Attest:

K Bennett  
City Clerk

Wallace W Edgerton  
Mayor  
City of Menifee  
Menifee, California

Dated: \_\_\_\_\_

**CITY OF WILDOMAR**

Attest:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor  
City of Wildomar  
Wildomar, California

Dated: \_\_\_\_\_

**WESTERN RIVERSIDE COUNTY  
REGIONAL CONSERVATION AUTHORITY**

Attest:

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Chairman of the Board of Directors  
Western Riverside County Regional Conservation  
Authority  
Riverside, California

Dated: \_\_\_\_\_

**CITY OF MENIFEE**

Attest:

\_\_\_\_\_  
City Clerk

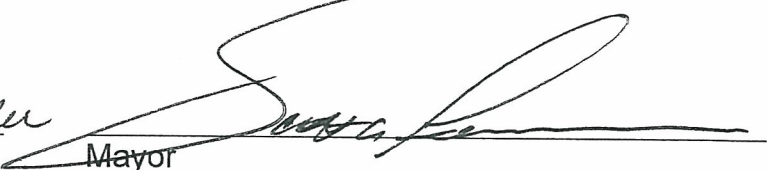
\_\_\_\_\_  
Mayor  
City of Menifee  
Menifee, California

Dated: 2-11-09

**CITY OF WILDOMAR**

Attest:

*Sheryll Schroeder*  
City Clerk

  
Mayor  
City of Wildomar  
Wildomar, California