

SECOND AMENDMENT TO THE IMPLEMENTING AGREEMENT

for the

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

by and between

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

1.0 PARTIES

This Second Amendment to the Implementing Agreement ("Second Amendment"), made and entered into as of this 20th day of June, 2011, by and among the City of Eastvale (together with its successors and assigns, the "Permittee"), 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 Second Amendment is entered into with regard to the following facts:

WHEREAS, an Implementing 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, the First Amendment to the Implementing Agreement was entered into by and between the 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 and became effective on August 3, 2009; and

WHEREAS, on October 1, 2010, the City of Eastvale 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 Permittee 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 EASTVALE

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

5.0 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, Eastvale, 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