

THIRD AMENDMENT TO THE IMPLEMENTING AGREEMENT

for the

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

by and between

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

1.0 PARTIES

This Third Amendment to the Implementing Agreement ("Third Amendment"), made and entered into as of this 10th day of February, 2012, by and among the City of Jurupa Valley (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 Third 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 Meniffee, 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, the Second Amendment to the Implementing Agreement was entered into by and between the City of Eastvale, Western Riverside County Regional Conservation

Authority, United States Fish and Wildlife Service and California Department of Fish and Game and became effective on June 20, 2011; and

WHEREAS, on July 1, 2011, the City of Jurupa Valley 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 JURUPA VALLEY

The City of Jurupa Valley 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, Jurupa Valley, 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 Jurupa Valley
8304 Limonite Avenue, Suite "M"
Jurupa Valley, CA 92509
Telephone: 951-332-6464

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

Mayor
City of Jurupa Valley
8304 Limonite Avenue, Suite "M"
Jurupa Valley, CA 92509
Telephone: 951-332-6464

6.0 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.

7.0 EFFECTIVE DATE

This Third Amendment 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: 1/23/12

UNITED STATES FISH AND WILDLIFE SERVICE



Deputy Regional Director
Pacific Southwest Region
United States Fish and Wildlife Service
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 Deserts Region
California Department of Fish and Game
Los Alamitos, California

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 Regional Director
Pacific Southwest Region
United States Fish and Wildlife Service
Sacramento, California

Dated: 2/10/12

CALIFORNIA DEPARTMENT OF FISH AND
GAME

Sandra H. Hays
Deputy Director
Habitat Conservation Division
California Department of Fish and Game
Sacramento, California

Dated: 1/18/12

CALIFORNIA DEPARTMENT OF FISH AND
GAME

Kimberly Nail
Regional Manager
Inland Deserts Region
California Department of Fish and Game
Los Alamitos, California

Dated: 12/5/11

**WESTERN RIVERSIDE COUNTY
REGIONAL CONSERVATION AUTHORITY**

Attest:

Honey Bernos
Clerk of the Board

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

Dated: 10/20/11

CITY OF JURUPA VALLEY

Attest:

Victoria Alvarado
City Clerk

Laura Roughton
Mayor
City of Jurupa Valley
Jurupa Valley, California