

FIRST AMENDMENT TO THE IMPLEMENTING AGREEMENT

for the

COACHELLA VALLEY MULTIPLE SPECIES HABITAT CONSERVATION
PLAN/NATURAL COMMUNITY CONSERVATION PLAN

by and between

CITY OF DESERT HOT SPRINGS, COACHELLA VALLEY CONSERVATION
COMMISSION, 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 13th day of August, 2010 by and among the City of Desert Hot Springs (together with its successors and assigns, the "City"), the Coachella Valley Conservation Commission, 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 by the City of Desert Hot Springs to implement the Coachella Valley 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 Implementing Agreement ("Agreement") was entered into by and among the Coachella Valley Association of Governments, Coachella Valley Conservation Commission, County of Riverside, Riverside County Flood Control and Water Conservation District, Riverside County Regional Park and Open Space District, Riverside County Waste Resources Management District, City of Cathedral City, City of Coachella, City of Indian Wells, City of Indio, City of La Quinta, City of Palm Desert, City of Palm Springs, City of Rancho Mirage, Coachella Valley Water District, Imperial Irrigation District, Coachella Valley Mountains Conservancy, California Department of Fish and Game, California Department of Transportation, California Department of Parks and Recreation, and United States Fish and Wildlife Service, and became effective on October 1, 2008; and

WHEREAS, the City of Desert Hot Springs is a California municipal corporation located within the Coachella Valley of Riverside County, California; and

WHEREAS, the Coachella Valley Conservation Commission ("CVCC") is a public agency and a joint powers authority, created pursuant to the provisions of 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 sections 2050 et seq.), the California Native Plant Protection Act (California Fish and Game Code sections 1900 et seq.), the California Natural Community Conservation Planning Act (California Fish and Game Code sections 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 City of Desert Hot Springs has been approved by the Riverside County Local Agency Formation Commission ("LAFCO") for the annexation of the "Desert Hot Springs I-10 Community Annexation Area" of approximately 4,000 acres within the County of Riverside's jurisdictional boundaries, composed of Annexation 36 (LAFCO 2009-09-5) and Annexation 37 (LAFCO 2009-08-5); generally bound by the I-10 freeway to the south, Palm Drive to the east, 15th Avenue to the north, and Indian Canyon Drive to the west, as specified in the map and legal description attached to this Amendment as Exhibit 1; and

WHEREAS, the LAFCO approval of the City of Desert Hot Springs' I-10 Community Annexation Area annexation is conditional on this fully executed Amended Agreement; and

WHEREAS, the City of Desert Hot Springs desires to fulfill the obligations of the MSHCP to become a Permittee of the Plan for the Desert Hot Springs I-10 Community Annexation Area, and is, furthermore, entering into this Agreement to memorialize the City of Desert Hot Springs' agreement to fulfill these obligations; and

WHEREAS, the Parties desire the City, as a Permittee within the I-10 Community Annexation Area, 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 DESERT HOT SPRINGS

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

5.0 TAKE ALLOCATION

The Take Allocation for the I-10 Community Annexation Area within the Upper Mission Creek/Big Morongo Canyon and Willow Hole Conservation Areas available to the City of Desert Hot Springs is allocated for this project according to an agreement between Riverside County and the City of Desert Hot Springs, dated July __, 2010.

6.0 AGREEMENT PROVISIONS AMENDED

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

2.17 "Cities" means collectively the Cities of Cathedral City, Coachella, Desert Hot Springs, Indian Wells, Indio, La Quinta, Palm Desert, Palm Springs, and Rancho Mirage.

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 CVCC 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 Desert Hot Springs
65-950 Pierson Boulevard
Desert Hot Springs, California 92240

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

Mayor
City of Desert Hot Springs
65-950 Pierson Boulevard
Desert Hot Springs, California 92240

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.

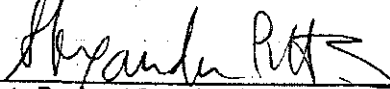
8.0 EFFECTIVE DATE

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

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

Dated: 8/13/2010

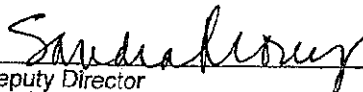
UNITED STATES FISH AND WILDLIFE SERVICE



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

Dated: 8/12/10

CALIFORNIA DEPARTMENT OF FISH AND GAME



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

Dated: 8/12/10

CALIFORNIA DEPARTMENT OF FISH AND GAME




Regional Manager
Eastern Sierra and Inland Deserts Region
California Department of Fish and Game
Los Alamitos, California


Dated: _____

COACHELLA VALLEY CONSERVATION COMMISSION

Attest:



Executive Director



Chair
Coachella Valley Conservation Commission
Palm Desert, California

Dated: _____

CITY OF DESERT HOT SPRINGS

Attest:

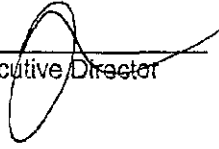
City Clerk

Mayor
City of Desert Hot Springs
Desert Hot Springs, California

Dated: _____

COACHELLA VALLEY CONSERVATION COMMISSION

Attest:



Executive Director

Chair
Coachella Valley Conservation Commission
Palm Desert, California

Dated: 7/7/10

CITY OF DESERT HOT SPRINGS

Attest:



City Clerk



Mayor
City of Desert Hot Springs
Desert Hot Springs, California