

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**FROM:** Supervisors Roy Wilson & Marion Ashley

**SUBMITTAL DATE:** August 29, 2006

**SUBJECT:** Memorandum of Understanding with the Coachella Association of Governments (CVAG) and the Coachella Valley Conservation Commission (CVCC) concerning the Coachella Valley Multiple Species Habitat Conservation Plan (Plan) and the Coachella Valley Fringe-Toed Lizard Permit.

**RECOMMENDED MOTION:** Approve and authorize the Chairman of the Board to execute the attached Memorandum of Understanding (MOU) Agreement with CVAG and the CVCC.

**BACKGROUND:** Without a MSHCP, the Coachella Valley Fringe-Toed Lizard Permit remains in jeopardy. In order for the County and the cities to retain Fringe-Toed Lizard (FTL) coverage, the CVAG Executive drafted the attached MOU for all permittees to the Plan to sign.

This MOU accomplishes two things. First and foremost it allows CVAG to move forward on revising the Plan and related documents to eliminate the City of Desert Hot Springs from the Plan. The Plan is the vehicle that will replace the existing FTL Permit and therefore is critical for maintaining FTL coverage. CVAG commits to use its best efforts to have this process completed within twelve months from the date of execution of this MOU.

(Continued)

*Marion Ashley*  
Marion Ashley  
Fifth District Supervisor

*Roy Wilson*  
Roy Wilson  
Fourth District Supervisor

FORM APPROVED  
COUNTY COUNSEL

AUG 21 2006

|                       |                               |      |                         |     |
|-----------------------|-------------------------------|------|-------------------------|-----|
| <b>FINANCIAL DATA</b> | Current F.Y. Total Cost:      | \$ 0 | In Current Year Budget: | N/A |
|                       | Current F.Y. Net County Cost: | \$ 0 | Budget Adjustment:      | N/A |
|                       | Annual Net County Cost:       | \$ 0 | For Fiscal Year:        | N/A |

|                         |                                  |                          |
|-------------------------|----------------------------------|--------------------------|
| <b>SOURCE OF FUNDS:</b> | Positions To Be Deleted Per A-30 | <input type="checkbox"/> |
|                         | Requires 4/5 Vote                | <input type="checkbox"/> |

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Dist.

AGENDA NO.

**ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD**

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**3.2**

Secondly, with the Plan revision efforts underway, it then extends the Coachella Valley Fringe-Toed Lizard Permit until August 31, 2007 which affords the County the protection it has realized for the past two decades. The United States Fish and Wildlife Service (USFWS) agrees that it will not suspend or revoke the FTL Permit to the signatories of the MOU, during the term of this MOU, so long as they comply with the terms of the MOU and the Permit.

Additionally, like the USFWS, the California Department of Fish and Game agrees that its consistency determination, pursuant to applicable State Code, shall remain in effect during the term of this MOU, for all MOU signatories so long as they comply with the terms of the MOU and the Permit.

In exchange for the MSHCP revision effort and FTL Permit extension, the County commits to submit all development projects proposed in the Plan Conservation Areas to the CVCC for the Interim Review process; and shall use best efforts not to approve development in Conservation Areas where it is determined through the Interim Review Process to be inconsistent with the Plan's Conservation Objectives. The County also agrees to consider adoption of an open space mitigation fee based on a Nexus Study prepared by CVAG and/or revise the existing FTL mitigation fee.

The MOU obligates the County to acknowledge the CVAG Executive Committee's approval of the Plan on February 6, 2006 and that in order for the Plan to be revised in an expeditious manner, few changes if any can be made to the Plan besides the elimination of the City of Desert Hot Springs. The County agrees that additional substantive changes will not be requested for the documents besides those anticipated in the attached MOU or otherwise required by law.