



COACHELLA VALLEY CONSERVATION COMMISSION MEETING AGENDA

**THURSDAY, SEPTEMBER 11, 2025
10:30 a.m.**

**Coachella Valley Water District
Steve Robbins Administration Building Training Room
75515 Hovley Lane East
Palm Desert, CA 92260**

Members of the public may use the following link for listening access and ability to address the CVCC when called upon:

<https://us02web.zoom.us/j/89090253814?pwd=jyJOEZICJJE0KFbom1vkRrxNUcUxTL.1>

**Dial In: +1 669 900 9128 US
Webinar ID: 890 9025 3814
Password: 573139**

IF YOU ARE UNABLE TO CONNECT VIA DIAL IN OPTION, PLEASE CALL 760-346-1127

Public comment is encouraged to be emailed to the CVCC prior to the meeting via email to cvag@cvag.org by 5:00 pm on the day prior to the Commission meeting. Members of the public joining the meeting by Zoom can also provide comment by using the “raise hand” feature or hitting *9 on the phone keypad.

As a convenience to the public, CVCC provides a call-in option and internet-based option for members of the public to virtually observe and provide public comments at its meetings. Please note that, in the event of a technical issue disrupting the call-in or internet-based options, the meeting will continue unless otherwise required by law.

**THIS MEETING IS HANDICAPPED ACCESSIBLE.
ACTION MAY RESULT ON ANY ITEMS ON THIS AGENDA.**

1. **CALL TO ORDER** – Mayor Pro Tem Gary Gardner, Chair, City of Desert Hot Springs

2. **ROLL CALL**

A. Member Roster

P5

3. **PLEDGE OF ALLEGIANCE**

4. **AGENDA MODIFICATIONS (IF ANY)**

5. **PUBLIC COMMENTS ON AGENDA ITEMS**

This is the first of two opportunities for public comment. Any person wishing to address the Coachella Valley Conservation Commission on items appearing on this agenda may do so at this time. At the discretion of the Chair, comments may be taken at the time items are presented. Please limit comments to 3 minutes.

6. **COMMISSION CHAIR/DIRECTOR ANNOUNCEMENTS**

7. **CONSENT CALENDAR**

A. Approve the minutes of the June 12, 2025, meeting

P6

B. Authorize the Executive Director to execute an Amendment No. 1 to the agreement with University of California, Davis to include the project “*Genetic Analysis to Test Effectiveness of Linkages for Corridor Dwelling Small Mammals*” at an additional not-to-exceed cost of \$152,287 through March 31, 2027

P12

C. Adopt a revision of the By-Laws, incorporating references to the CVCC’s Procurement Policy and Procedures, clarifying meeting cancelations and authorizing the Executive

P21

Director to take steps to transition the Reserve Management Oversight Committee, Reserve Management Unit Committees and Trails Management Subcommittee to informal working groups

7. 1 ITEMS HELD OVER FROM CONSENT CALENDAR

8. DISCUSSION / ACTION

- A. Partnership with Mojave Desert Land Trust for Seed Collection and Preservation–** **P30**
Patrick Emblidge, MDLT's Seed Program Manager

Recommendation: Receive a presentation and then authorize the Executive Director to execute a Memorandum of Understanding with Mojave Desert Land Trust for seed collection and preservation through December 31, 2028

- B. Presentation: Creating climate resiliency in the CVMSHCP – Dr. Lynn Sweet, UC**
Riverside Center for Conservation Biology

- C. Like Exchange between East Indio Hills Conservation Area and Dos Palmas** **P33**
Conservation Area – Peter Satin

Recommendation: Adopt Resolution 2025-06 and approve a like exchange to the Coachella Valley Multiple Species Habitat Conservation Plan, finding the like exchange does not require further environmental review and directing the Executive Director to file a notice of determination, execute the like exchange agreement and take the necessary steps to accept the transfer of property required by the like exchange

- D. Local Development Mitigation Fee Nexus Study Update – Peter Satin** **P56**

Recommendation: Authorize the Executive Director to enter into a Professional Services Agreement with Economic and Planning Systems, Inc., for a not-to-exceed amount of \$174,850 through April 30, 2026, to update the Local Development Mitigation Fee and related documents

- E. Election of CVCC Officers – Tom Kirk** **P108**

Recommendation: Elect a Coachella Valley Conservation Commission Chair and Vice Chair for Fiscal Year 2025-26

9. INFORMATION

- A. Attendance Record** **P109**
- B. Contracts under Executive Director's signing authority** **P110**
- C. New location of CVCC's public meetings** **P112**
- D. Illegal Dumping in the Coachella Valley** **P113**

- E. **Update on the status of the Chuckwalla National Monument** **P119**
- F. **Acquisition Status Report** **P120**
- G. **CVCC's Unaudited Financial Reports through June 30, 2025** **P122**
- H. **CVCC's Quarterly Investment Report through June 30, 2025** **P124**

10. PUBLIC COMMENTS ON NON-AGENDA ITEMS

This is the second opportunity for public comment. Any member of the public wishing to address the Commission on items of general interest within the purview of this Commission may do so at this time. Please limit comments to 2 minutes.

11. ANNOUNCEMENTS

The next meeting of the **Coachella Valley Conservation Commission** will be held on Thursday, November 13, 2025, at 10:30 a.m. at the Coachella Valley Water District, Steve Robbins Administration Building Training Room, 75515 Hovley Lane East, Palm Desert, 92260.

12. ADJOURN

ITEM 2A

**Coachella Valley Conservation Commission
Member Roster
2025 - 2026**



City of Cathedral City	Councilmember Ernesto Gutierrez
City of Coachella	Mayor Steven Hernandez
Coachella Valley Water District	Board Member Anthony Bianco
City of Desert Hot Springs	Mayor Pro Tem Gary Gardner, <i>Chair</i>
Imperial Irrigation District	Director Alex Cardenas
City of Indian Wells	Mayor Pro Tem Dana Reed
City of Indio	Mayor Pro Tem Elaine Holmes, <i>Vice Chair</i>
City of La Quinta	Mayor Linda Evans
Mission Springs Water District	Director Amber Duff
City of Palm Desert	Mayor Pro Tem Evan Trubee
City of Palm Springs	Mayor Ron deHarte
City of Rancho Mirage	Mayor Ted Weill
Riverside County	Supervisor Jose Medina - District 1 <i>Alternate: Councilmember Stephanie Virgen, Coachella</i> Supervisor Karen Spiegel – District 2 <i>Alternate: Councilmember Kathleen Fitzpatrick, La Quinta</i> Supervisor Chuck Washington – District 3 <i>Alternate: Mayor Jan Harnik, Palm Desert</i> Supervisor V. Manuel Perez – District 4 <i>Alternate: Mayor Scott Matas, Desert Hot Springs</i> Supervisor Yxstian Gutierrez – District 5 <i>Alternate: Councilmember Ben Guitron, Indio</i>

ITEM 7A

Coachella Valley Conservation Commission Meeting Minutes June 12, 2025



The audio file for this committee can be found at: <http://www.cvag.org/audio.htm>

- 1. CALL TO ORDER** – The meeting was called to order by Chair Gary Gardner, City of Desert Hot Springs Mayor Pro Tem, at 10:31 a.m. in the CVAG Conference Room, Suite 104, in Palm Desert.
- 2. ROLL CALL** – Roll call was taken and it was determined that a quorum was present.

Members Present

Councilmember Ernesto Gutierrez
Mayor Steven Hernandez
Mayor Pro Tem Gary Gardner, *Chair*
Director Alex Cardenas*
Mayor Pro Tem Elaine Holmes
Mayor Linda Evans
Director Amber Duff
Mayor Pro Tem Evan Trubee
Councilmember Michael O'Keefe
Councilmember Stephanie Virgen
Councilmember Kathleen Fitzpatrick
Mayor Jan Harnik
Supervisor V. Manuel Perez
Councilmember Ben Guitron*

Agency

City of Cathedral City
City of Coachella
City of Desert Hot Springs
Imperial Irrigation District
City of Indio
City of La Quinta
Mission Springs Water District
City of Palm Desert
City of Rancho Mirage
Riverside County – District 1
Riverside County – District 2
Riverside County – District 3
Riverside County – District 4
Riverside County – District 5

Members Not Present

Director Anthony Bianco
Mayor Pro Tem Dana Reed
Mayor Ron deHarte

Coachella Valley Water District
City of Indian Wells
City of Palm Springs

**arrived at Item 6*

3. PLEDGE OF ALLEGIANCE

Vice Chair Holmes led the Commission in the Pledge of Allegiance.

4. AGENDA MODIFICATIONS (IF ANY)

Chair Gardner announced item 8D has been pulled from today's agenda.

5. PUBLIC COMMENTS ON AGENDA ITEMS

None.

6. COMMISSION CHAIR / DIRECTOR COMMENTS

Executive Director Tom Kirk and Director of Conservation Kathleen Brundige provided an update on the Burrowing Owl census in partnership with Imperial Irrigation District.

7. CONSENT CALENDAR

A. Approve the minutes of the April 10, 2025, meeting

B. Authorize the Executive Director to execute a contract with Dokken Engineering to conduct the Interstate 10 Wildlife Crossing Improvement Feasibility Study at a cost not to exceed \$187,070 through February 28, 2026

IT WAS MOVED BY MAYOR EVANS AND SECONDED BY MAYOR HARNIK TO APPROVE THE CONSENT CALENDAR ITEMS.

THE MOTION CARRIED WITH 14 AYES AND 3 MEMBERS ABSENT.

Councilmember Ernesto Gutierrez	Aye
Mayor Steven Hernandez	Aye
Director Anthony Bianco	Absent
Mayor Pro Tem Gary Gardner	Aye
Director Alex Cardenas	Aye
Mayor Pro Tem Dana Reed	Absent
Mayor Pro Tem Elaine Holmes	Aye
Mayor Linda Evans	Aye
Director Amber Duff	Aye
Mayor Pro Tem Evan Trubee	Aye
Mayor Ron deHarte	Absent
Councilmember Michael O'Keefe	Aye
Councilmember Stephanie Virgen	Aye
Councilmember Kathleen Fitzpatrick	Aye
Mayor Jan Harnik	Aye
Supervisor V. Manuel Perez	Aye
Councilmember Ben Guitron	Aye

7.1 ITEMS HELD OVER FROM CONSENT CALENDAR

None

8. DISCUSSION / ACTION

A. Acquisition of one parcel in the Upper Mission Creek/Big Morongo Canyon Conservation Area

Diana Rosas, Associate Director of the Coachella Valley Mountains Conservancy, presented the staff report.

Brief member discussion ensued with Ms. Rosas answering a question regarding the status of a previous acquisition in the area.

IT WAS MOVED BY MAYOR EVANS AND SECONDED BY SUPERVISOR PEREZ TO APPROVE RESOLUTION 2025-04 FOR ACQUISITION OF ONE PARCEL CONSISTING OF APPROXIMATELY 3.16+/- ACRES IN THE UPPER MISSION CREEK/BIG MORONGO CANYON CONSERVATION AREA AT A COST NOT TO EXCEED \$75,000, PLUS CLOSING AND TRANSACTION-RELATED COSTS NOT TO EXCEED \$3,500; AND AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE ALL NECESSARY CONTRACTS AND TAKE SUCH OTHER ACTIONS AS NECESSARY FOR THE ACQUISITION

THE MOTION CARRIED WITH 14 AYES AND 3 MEMBERS ABSENT.

Councilmember Ernesto Gutierrez	Aye
Mayor Steven Hernandez	Aye
Director Anthony Bianco	Absent
Mayor Pro Tem Gary Gardner	Aye
Director Alex Cardenas	Aye
Mayor Pro Tem Dana Reed	Absent
Mayor Pro Tem Elaine Holmes	Aye
Mayor Linda Evans	Aye
Director Amber Duff	Aye
Mayor Pro Tem Evan Trubee	Aye
Mayor Ron deHarte	Absent
Councilmember Michael O'Keefe	Aye
Councilmember Stephanie Virgen	Aye
Councilmember Kathleen Fitzpatrick	Aye
Mayor Jan Harnik	Aye
Supervisor V. Manuel Perez	Aye
Councilmember Ben Guitron	Aye

B. Fiscal Year 2025-26 Agency-Wide, Programs, and Individual Funds Budget

Claude Kilgore, Director of Finance, presented the staff report and acknowledged the budget review by the CVCC Finance Committee.

Brief member discussion ensued with Mr. Kilgore answering a question regarding potential funding sources.

IT WAS MOVED BY MAYOR EVANS AND SECONDED BY SUPERVISOR PEREZ TO APPROVE RESOLUTION 2025-05 AND ADOPT THE CVCC ANNUAL BUDGET FOR FISCAL YEAR 2025-26

THE MOTION CARRIED WITH 14 AYES AND 3 MEMBERS ABSENT.

Councilmember Ernesto Gutierrez	Aye
Mayor Steven Hernandez	Aye
Director Anthony Bianco	Absent
Mayor Pro Tem Gary Gardner	Aye
Director Alex Cardenas	Aye
Mayor Pro Tem Dana Reed	Absent
Mayor Pro Tem Elaine Holmes	Aye

Mayor Linda Evans	Aye
Director Amber Duff	Aye
Mayor Pro Tem Evan Trubee	Aye
Mayor Ron deHarte	Absent
Councilmember Michael O'Keefe	Aye
Councilmember Stephanie Virgen	Aye
Councilmember Kathleen Fitzpatrick	Aye
Mayor Jan Harnik	Aye
Supervisor V. Manuel Perez	Aye
Councilmember Ben Guitron	Aye

C. Continued coordination with the University of California

Tony Quiroz, Management Analyst, presented the staff report.

Brief member discussion ensued with Mr. Quiroz inviting Dr. Lynn Sweet of UC Riverside's Center for Conservation Biology up to the podium to address climate change data and tracking.

IT WAS MOVED BY MAYOR HERNANDEZ AND SECONDED BY MAYOR PRO TEM HOLMES TO TAKE THE FOLLOWING ACTIONS AS PART OF THE CVCC'S CONTINUED WORK WITH THE UNIVERSITY OF CALIFORNIA:

- 1. AUTHORIZE THE CHAIR TO EXECUTE A MASTER RESEARCH AGREEMENT WITH THE UC REGENTS ALLOWING CVCC TO CONTINUE TO ENGAGE IN CONTRACTS WITH UC; AND**
- 2. AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE A CONTRACT WITH UC RIVERSIDE'S CENTER FOR CONSERVATION BIOLOGY TO IMPLEMENT BIOLOGICAL MONITORING FOR THE PERIOD FROM JULY 1, 2025 TO JUNE 30, 2026, AT A COST NOT TO EXCEED \$261,960**

THE MOTION CARRIED WITH 14 AYES AND 3 MEMBERS ABSENT.

Councilmember Ernesto Gutierrez	Aye
Mayor Steven Hernandez	Aye
Director Anthony Bianco	Absent
Mayor Pro Tem Gary Gardner	Aye
Director Alex Cardenas	Aye
Mayor Pro Tem Dana Reed	Absent
Mayor Pro Tem Elaine Holmes	Aye
Mayor Linda Evans	Aye
Director Amber Duff	Aye
Mayor Pro Tem Evan Trubee	Aye
Mayor Ron deHarte	Absent
Councilmember Michael O'Keefe	Aye
Councilmember Stephanie Virgen	Aye
Councilmember Kathleen Fitzpatrick	Aye
Mayor Jan Harnik	Aye
Supervisor V. Manuel Perez	Aye

Councilmember Ben Guitron

Aye

D. Legislative Efforts to Dedicate the Bump and Grind

This item was pulled from the agenda at the start of the meeting.

E. Contract for Illegal Dumpsite and Encampment Cleanup and Disposal Services

Mr. Quiroz presented the staff report.

Member discussion ensued regarding prevention measures for growing of encampments and collaboration efforts amongst various agencies. Staff was asked to return with additional data on illegal dumping.

IT WAS MOVED BY COUNCILMEMBER GUTIERREZ AND SECONDED BY DIRECTOR DUFF TO AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE A CONTRACT WITH AMERICAN INTERGRATED SERVICES TO PROVIDE DUMPSITE AND ENCAMPMENT CLEANUP AND DISPOSAL SERVICES FOR THE PERIOD FROM JULY 1, 2025, TO MARCH 31, 2027, AT A NOT-TO-EXCEED AMOUNT OF \$249,234

THE MOTION CARRIED WITH 14 AYES AND 3 MEMBERS ABSENT.

Councilmember Ernesto Gutierrez	Aye
Mayor Steven Hernandez	Aye
Director Anthony Bianco	Absent
Mayor Pro Tem Gary Gardner	Aye
Director Alex Cardenas	Aye
Mayor Pro Tem Dana Reed	Absent
Mayor Pro Tem Elaine Holmes	Aye
Mayor Linda Evans	Aye
Director Amber Duff	Aye
Mayor Pro Tem Evan Trubee	Aye
Mayor Ron deHarte	Absent
Councilmember Michael O'Keefe	Aye
Councilmember Stephanie Virgen	Aye
Councilmember Kathleen Fitzpatrick	Aye
Mayor Jan Harnik	Aye
Supervisor V. Manuel Perez	Aye
Councilmember Ben Guitron	Aye

9. INFORMATION

A. Attendance Record

B. CVCC's Unaudited Financial Reports through March 31, 2025

- C. **CVCC's Quarterly Investment Report through March 31, 2025**
- D. **Automatic Cost-of-Living Adjustment to Administrative Fees for Project Reviews**
- E. **Update on North Shore Ranch acquisition in the Coachella Valley Stormwater Channel and Delta Conservation Area**
- F. **Contracts under Executive Director's signing authority**
- G. **Coachella Valley Association of Governments' Meeting Calendar for Fiscal Year 2025-26**
- H. **Update on Reinstatement of Tipping Fees**

10. PUBLIC COMMENTS ON NON-AGENDA ITEMS

None

11. ANNOUNCEMENTS

The next **Coachella Valley Conservation Commission** meeting will be held on Thursday, September 11, 2025, at 10:30 a.m. The meeting is expected to be held at the Colorado Regional Water Quality Control Board, 73-720 Fred Waring Drive, Suite 100, Palm Desert, CA 92260. CVCC staff will confirm the location closer to the meeting date.

[Administrative note: After the meeting, it was determined that meetings would be held at the Coachella Valley Water District, Steve Robbins Administration Building Training Room, 75515 Hovley Lane East, Palm Desert, 92260]

The next meeting of the **Coachella Valley Association of Governments' General Assembly** will be held on Monday, June 30, 2025, at 6 p.m. at the Westin Rancho Mirage Golf Resort & Spa, 71333 Dinah Shore Dr., Rancho Mirage, 92270.

12. ADJOURN

Chair Gardner adjourned the meeting at 11:21 a.m.

Respectfully submitted,

Elysia Regalado
Management Analyst

Coachella Valley Conservation Commission
September 11, 2025



STAFF REPORT

Subject: Amendment No. 1 to Agreement with University of California, Davis

Contact: Tony Quiroz, Conservation Management Analyst (tquiroz@cvag.org)

Recommendation: Authorize the Executive Director to execute an Amendment No. 1 to the agreement with University of California, Davis to include the project “*Genetic Analysis to Test Effectiveness of Linkages for Corridor Dwelling Small Mammals*” at an additional not-to-exceed cost of \$152,287 through March 31, 2027

Background: In April 2024, CVCC executed a grant agreement with the California Department of Fish and Wildlife (CDFW) for the project titled, “*Wildlife Connectivity Assessment for Interstate 10 and Closely Associated Transportation Infrastructure in the Banning Pass.*” This project is funded by the State’s 30x30 conservation program which supports efforts to identify threats to connectivity and improve mitigation design for future Caltrans-led and County-led projects along the Banning Pass section of Interstate 10 in Riverside County.

CVCC and its research partners have made significant progress towards this project, completing all planned field studies on wildlife presence, movement, and highway-related light and sound. UC Davis and collaborators are now analyzing the collected data, which includes tracking signs, sound and light measurements, wildlife cameras, and vegetation mapping, to develop models and inform design recommendations to prepare a 30 percent design strategy for future wildlife crossing improvements.

In November 2024, CVCC approved Resolution 2024-15 to accept a Local Assistance Grant from CDFW for the project titled “*Genetic Analysis to Test Effectiveness of Linkages for Corridor Dwelling Small Mammals.*” The grant provides \$75,000 for genetics analysis of small mammal samples within 12 corridors and linkages in the Coachella Valley and CVCC would contribute up to \$152,400 of matching funds for trapping, tissue sampling, and eDNA collection.

UCD brings extensive experience in environmental DNA (eDNA) collection, wildlife surveys, and can subcontract permitted biologists for small mammal trapping and sampling. Staff is now recommending a contract amendment to combine the genetic analysis work with the Banning Pass study. Together, this information will enhance CVCC’s understanding of habitat corridor use and threats to species such as the Palm Springs pocket mouse and Coachella Valley round-tailed ground squirrel.

As part of this scope, UCD will lead project administration, reporting, and data management. Fieldwork will include small mammal live trapping, vegetation surveys, camera monitoring, noise and light measurements, and eDNA sampling. Final deliverables will include compiled data, interim updates, and a final report on species connectivity within linkage areas.

Staff recommends authorizing the Executive Director to execute Amendment No. 1 with UCD. The agreement would extend through March 31, 2027, and recommended action would also

authorize the Executive Director and/or Legal Counsel to make minor modifications prior to execution.

Fiscal Analysis: Amendment No. 1 will add an additional \$152,287 in funding from CVCC for small mammal fieldwork. This funding was included in the approved Fiscal Year 2025-26 Management and Monitoring Fund budget.

The amendment increases UCD's overall contract total to \$682,359. The 30x30 grant covers \$496,334 and CVCC provides \$33,738 in funding to cover partial overhead costs.

Attachment: Amendment No. 1 to Agreement between UC Davis and Coachella Valley Conservation Commission

**Amendment #1 to the
Research Agreement (A24-3872)**

Between the **Coachella Valley Conservation Commission** and
The Regents of the University of California, on behalf of its Davis campus for the project:
“Wildlife Connectivity Assessment for Interstate 10 and Closely Associated Transportation
Infrastructure in the Banning Pass”

Institution: **The Regents of the University of California, on behalf of its Davis campus**
Project Leader: Drs. Shilling, Vickers, and Najera
Partner: California Department of Transportation, County of Riverside
Transportation Department, The Nature Conservancy, UCLA, Western
Tracking Company,
Address: VM 3B, 1089 Veterinary Medicine Dr., Davis, CA, 95616
Project title: Wildlife Connectivity Assessment for Interstate 10 and Closely Associated
Transportation Infrastructure in the Banning Pass
Date of Award: 13 June 2024
Award Period: 30 April 2024 to 28 February 2026; extended through 31 March 2027
Funding: USD \$530,072, increased by \$152,287 for an amount not to exceed USD \$682,359

This research agreement is between the Coachella Valley Conservation Commission, hereinafter referred to as CVCC and **The Regents of the University of California, on behalf of its Davis campus, its School of Veterinary Medicine Wildlife Health Center**, hereinafter referred to as UCD, is amended in the following administrative particulars and no others:

1. The period to complete Appendix 1. Proposal and Budget “Scope of Work” is extended through 30 June 2026.
2. The attached Appendix 1. Proposal and Budget “Scope of Work” is amended to add Appendix 2: “Scope of Work” that includes additional tasks associated with the CDFW grant “*Local Assistance Grant for Small Mammal Genetics*” for the period commencing 11 September 2025 through 31 March 2027.
3. On the Research Agreement title page, include an extension to the Award Period through 31 March 2027 to cover the additional project tasks specified in Appendix 2:

“extended through 31 March 2027”

4. Add an additional amount of \$152,287 to award Funding for completing the additional tasks outlined in Appendix 2. “Scope of Work” to a total award Funding amount not to exceed \$682,359.
5. On the Research Agreement title page, include the increased funds for a total award amount not to exceed \$682,359.

“increased by \$152,287 for an amount not to exceed USD \$682,359”

“Signatures continued on next page”

The undersigned, as authorized representatives of the University and CVCC, respectively, certify the establishment of Amendment #1 to the Research Agreement (A24-3872).

CVCC:
Signature:

The Regents of the University of California, on behalf of its Davis campus:
Signature:

Name: Tom Kirk
Title: Executive Director, CVCC
Date:

Name: Kelly Gilmore
Title: Associate Director
Date

DRAFT

APPENDIX 1: Proposal and Budget

**UC Davis Wildlife Health Center Subcontract Scope of Work to be completed in
association with the CVCC Project titled:
“Wildlife Connectivity Assessment for Interstate 10 and Closely Associated
Transportation Infrastructure in the Banning Pass”**

SCOPE OF WORK

***Wildlife Connectivity Assessment for Interstate 10 and Closely Associated Transportation
Infrastructure in the Banning Pass***

1 April 2024 through 30 June 2026

Principle Investigators: F. Shilling, T.W. Vickers, F. Najera

The Coachella Valley Multiple Species Habitat Conservation Plan/Natural Communities Conservation Plan (CVMSHCP/NCCP) was approved in 2008 with the goal to protect habitats and create a balanced vision for conservation and development within the Coachella Valley.

This study will develop scientifically supported recommendations to address wildlife connectivity along I-10, Hwy 111, and the rail alignment. Our recommendations will reflect a comprehensive approach employing the full complement of appropriate and available options to enhance wildlife movement and meet local NCCP/HCP Conservation Objectives. It also facilitates Conservation Objectives to “Maintain functional Biological Corridors under I-10” for the Cabazon Conservation Area Stubbe / Cottonwood Canyon Conservation Area, and Whitewater Conservation Area as well as “Maintain functional Biological Corridors under I-10 and 111 for Snow Creek/ Windy Point Conservation Area and Whitewater Floodplain Conservation Area, especially those focused on connectivity for gene exchange and allowing wildlife movement to adapt to habitat alterations that result from climate change or human activities. The information gathered and implementation of engineering recommendations from this study will increase successful wildlife crossings, thus benefiting Covered Species, large ranging mammals, and other wildlife in the region. Potential risks of not conducting this study urgently include planning inefficiency resulting in loss of money and time, potential increases in wildlife-vehicle collisions as regional development increases, a decrease in genetic diversity and thereby viability of wildlife within the region whose populations’ movements are restricted by highway and rail infrastructure, and strained relationships with local wildlife agencies and conservation groups who have expressed concern about wildlife movement across I-10. CVCC, Caltrans, County Department of Transportation, The Nature Conservancy, and researchers from the University of California, Davis, and the University of California, Los Angeles have collaborated on this proposal. With critical infrastructure upgrades currently in the planning process, including an expansion of the railroad tracks, the replacement of the Railroad Ave bridges, the I-10 bypass, and the Cabazon mine expansion, a study is needed to assess the multiple crossing structures and areas surrounding them in order to create recommendations and planning documents for mitigation measures where deemed necessary. The proposed study will focus on 12 culverts and bridges along I-10/Hwy 111 as biological corridors. The study will measure wildlife movement that is currently occurring through crossing structures under I-10/Hwy 111 within the study area, the extent to which wildlife is in the vicinity of crossing structures and not using them, factors that are likely influencing the use or lack thereof of the structures, and measures that should be considered to improve connectivity.

HCP/ NCCP’s are key elements in the conservation of wildlife species in California. In southern California, numerous NCCP’s and associated conservation plans have been established and name several wildlife species

as important to the preservation of function of the NCCP areas. Physical and genetic connectivity within and between Orange, San Diego, Riverside, and San Bernardino Counties is needed in order to assure the health and persistence of mountain lions and other threatened or endangered wildlife species in the region (Dellinger et al. 2020). These species depend on multiple functioning regional HCP/NCCPs, the extensive conserved lands of the Cleveland National Forest, and the San Bernardino National Forest, and functioning linkages between them for the continued persistence of key species and proper NCCP function. I-10 and associated development, and parallel linear infrastructure (railroad, secondary roads) are major issues for wildlife movement and impairment of NCCP/HCP function.

Traffic noise and light can change animal behavior and potentially deter wildlife from approaching roadways, except in areas and for structures where noise and light are less disturbing due to traffic volumes, topography, and vegetation. Lighting intensities and types, including fixed-position and vehicle-based, are increasingly being recognized as an important source of disturbance for wildlife near transportation (Caltrans 2019). Studying wildlife movement through major bridge structures across the I-10 right-of-way and in and around adjacent infrastructure will help to elucidate if and where I-10 is functioning as an aversion barrier, and guide development of mitigation measures such as noise or light barriers, directional fencing or enhanced wildlife cover. This study will result in the first phase of measures to promote connectivity across the interstate, especially for animal populations that may be disconnected, physically and genetically, by the highway, road and rail facilities. Design alternatives and project features produced from this study will include specification outlines, and cost estimates for noise/light abatement, directional fencing, vegetative cover/habitat restoration, new crossing designs, or other improvements or retrofits. These suggested elements can be proactively incorporated into future road and railway improvement projects, allowing Caltrans and other transportation agencies to better meld its projects with those of local wildlife connectivity planning efforts. This project can help Caltrans and other entities working on infrastructure projects along I-10 to better anticipate the cost, schedule, delivery, plausible alternatives, and environmental constraints that may affect a project design. This can in turn accelerate the planning and project development process and reduce costs.

Task 1.

Facility personnel will use digital infrared flash cameras that are triggered by motion or heat. Personnel will place cameras so as to capture animal approach, entry and crossing through existing bridges.

To determine what species are present in habitat areas near (within approximately 1 mile) of the highway, personnel will strategically place (with permission) baited or un-baited camera traps in nearby public lands, Morongo Reservation (with permission), or other private lands (with permission). In these background habitat areas, these cameras will be “sign set” at wildlife trails, burrows, kill sites, or other key locations to determine species diversity.

Camera trap data will be processed by the UC Davis team utilizing software currently in use in other similar project areas and with the assistance of student aides.

Task 2

Track and scat surveys will be conducted via foot surveys beneath each crossing structure and for a distance along the most heavily traveled pathways leading to and from the crossing on both sides. These foot surveys will be conducted by experienced trackers and will be conducted periodically over 1 year. Scat encountered during camera servicing or other field activities will be collected opportunistically and identified to species.

Task 3

Personnel will measure traffic noise along transect grids perpendicular to each existing structure and traffic light along transects either perpendicular to structures, or highway segments that are proposed for future crossings. Twenty sound meters will be used in a grid array to measure noise levels on either side of each major bridge. Low-level light intensity as total luminescence will be measured using a camera with a very wide-angle lens to capture low light levels in collaboration with the Longcore lab at the University of California Los Angeles.

Task 4

Data Analysis

Noise and light measurements will be used to model and estimate two-dimensional traffic disturbance propagation away from each bridge structure. Project personnel will use these to assess whether highway traffic could be impairing wildlife movement and to inform designs to reduce traffic disturbance and improve wildlife movement relative to the highway alignments.

Task 5

Recommendations

Our team will utilize the field data to develop scientifically supported recommendations to address wildlife connectivity along I-10, SR111, and the rail alignment. Our recommendations will reflect a comprehensive approach employing the full complement of appropriate and available grade-separation options. These range from relatively low-cost “retrofitting” of existing drainage structures to higher-cost (but higher effectiveness) over-crossing structures. We will also investigate the possible benefits of screening wildlife approaches to existing bridges to reduce noise and light impairment of wildlife movement.

Task 6

Facility personnel will participate with an engineering firm independently contracted by CVCC to develop a 30% design strategy for recommended linear infrastructure enhancements, mitigation measures, or new structure construction.

Deliverables

Deliverables shall consist of quarterly progress reports and annual reports. A final report will be prepared that 1) summarizes study goals, methods, and results from wildlife camera, tracking, noise, light, and vegetation studies, 2) provides an assessment of the current function of each crossing and approach area for wildlife passage, 3) summarizes recommendations to improve the function of each crossing/approach area to promote wildlife passage, and 4) presents 30 percent design plans for any recommended wildlife crossing infrastructure upgrades that could be used to inform mitigation measures for future infrastructure projects or a stand-alone agreement funding application. Additional work shall be performed only if authorized in advance by written amendment to this Agreement executed by both parties.

APPENDIX 2:

UC Davis Wildlife Health Center Subcontract Scope of Work to be completed in association with the CVCC Project titled: “*Genetic Analysis to Test Effectiveness of Linkages for Corridor Dwelling Small Mammals*”

SCOPE OF WORK 11 September 2025 through 31 March 2027

Task 1 Project Administration and Reporting

Project manager (PM) and principal investigator (PI) will engage in monthly meetings with CVCC to update on progress. PM and PI will also engage with stakeholders as needed. Field coordination and data collection will be managed by UC Davis. Data analysis and sharing of findings will also be spearheaded by UC Davis. All data will be collected and compiled by UC Davis using ArcGIS to present findings in a comprehensive way to CVCC and relevant stakeholders. Regular update meetings will be held to update CVCC and relevant stakeholders to the progress of the project. Final deliverables include all data collected in shareable formats and a final report as to the findings of species' usage of the culverts and bridges as well as the connectivity of focal species within the linkage areas. A draft and revised final report will be generated describing the methods, findings, recommendations and possible next steps.

Task 2 Field Live Animal Trapping and Sampling

Nocturnal surveys will focus on the Palm Springs pocket mouse (*Perognathus longimembris bangsi*), pallid San Diego Pocket Mouse (*Chaetodipus fallax pallidus*), Baja pocket mouse (*Chaetodipus rudinoris*), and other rodents. For these, we will employ aluminum Sherman live traps (23 cm long) modified either with a shortened door or paper clip addition to reduce tail damage across the twelve sites of interest. Sites will be flagged and pre-baited before trapping bouts. During this time vegetation surveys will also be conducted. Trapping bouts will consist of 1-2 sites and last for three consecutive nights during the trapping season. Traps will be deployed in habitat areas with three clusters of 25 traps each with clusters spaced ≥ 250 m apart and centered on each survey site (for a total of 75 traps per site). All traps will be baited with rolled oats. Traps will also contain an apple slice for water and cotton balls for bedding when the night temperature is predicted to fall below 60 degrees F. Traps will be checked twice per night (once approximately four hours after setting around midnight and again approximately eight hours after setting before/around sunrise). All captured animals will be marked, aged, sexed, and breeding conditions will be noted. Genetics will also be taken from all captured animals upon initial capture via tissue scissors. Sites may be closed if predator activity puts the trapped animals at risk.

Task 3 Field Camera Trapping and Disturbance

Cameras will be placed at each trapping site. Cameras will also be placed within all crossing structures, with 2-4 cameras per structure depending on size of structure. Cameras will be checked once to twice per month at the same time as the Edna sampling OR the live trapping. All image data will be managed using the custom AIT system that UCD has been using for the previous I-10 project. Noise and light measurements of the study area will be collected in order to produce respective models showing the impact of the highways.

Task 4 Field Edna Sampling

Two methods will be used to sample surfaces for possible environmental DNA (eDNA). All field staff will use clean hand techniques and avoid cross-site contamination. 1) The first will be to use sterile gauze swabs dampened with distilled water to wipe all exposed surfaces, including dirt and sand (with tracks), rocks, logs, concrete walls, and culvert piping. The gauze pads will be placed in 15 ml conical tubes with 5 ml of RNA later (or equivalent) to process later. Samples will be stored in independent Ziploc bags (for each site) and stored and transported in a portable cooler on ice. 2) The second method will involve a paint roller method, useful for large areas and surfaces. A new paint roller will be dampened with distilled water and rolled over surfaces and track-containing sand/mud. The roller will be temporarily stored in a new, site-specific Ziploc bag. Samples from both methods will be sent to the eDNA lab. Negative controls will be included with each round of eDNA sampling. Rodent fecal pellets found in the structures may also be collected, stored and transported to the eDNA lab.

DRAFT

Coachella Valley Conservation Commission
September 11, 2025



STAFF REPORT

Subject: Updates to the By-Laws for Procurement and Coordination of CVCC Committees

Contact: Kathleen Brundige, Director of Conservation (kbrundige@cvaq.org)

Recommendation: Adopt a revision of the By-Laws, incorporating references to the CVCC's Procurement Policy and Procedures, clarifying meeting cancelations and authorizing the Executive Director to take steps to transition the Reserve Management Oversight Committee, Reserve Management Unit Committees and Trails Management Subcommittee to informal working groups

Background: The CVCC By-Laws were adopted in May 2006 and have not undergone any revisions. As a result, they do not incorporate updates to current administrative practices, procurement procedures, or committee structures. Staff is now recommending three updates to the By-Laws.

The first update aligns the By-Laws with the CVCC's Procurement Policy and Procedures. These policies were last updated in May 2024 and outline the limits of expenditure authority of the Executive Director and procurement thresholds to be comparable to regional agencies. These policies are also consistent with a similar recent update to the policy used by the Coachella Valley Association of Governments (CVAG). Staff is recommending striking any specific dollar amount, and referring to the procurement policy instead, so that any future updates of the procurement policy do not trigger a By-Laws update.

The second update to the By-Laws is also clerical in nature. It is a clarifying amendment to note that staff would work with the Chair should they recommend cancelling any regularly scheduled meetings.

The third update relates to how the CVCC subcommittee and advisory meetings are conducted. The Reserve Management Oversight Committee (RMOC) is the inter-agency group that provides a forum for coordination of management and monitoring lands within the Reserve System and makes recommendations to the CVCC for the Annual Work Plan and Budget. Management of lands acquired by the CVCC and other local Permittees is coordinated with management of the existing conservation lands owned by state, federal and non-profit agencies through the RMOC. Section 11.2.6 in the Implementing Agreement describes the RMOC as, *"the primary interagency group that will coordinate implementation of the Plan... and shall be composed of one representative from USFWS, CDFG, BLM, State Parks, CVCC, the County and up to five other representatives, as appointed by the CVCC, of private and public agencies or entities that hold land dedicated to Conservation within the MSHCP Reserve System,"* and, *"National Park Service (designated by NPS) and U.S. Forest Service (designated by USFS) will be ex officio members."* Additionally, Section 11.2.6 states that *"the CVCC Executive Director shall appoint the chair of the RMOC from those entities identified below."*

The RMOC is directly supported by the Reserve Management Unit Committees (RMUCs). The RMOC and RMUCs are primarily composed of agency staff members who are scientific experts and land managers employed by the various federal, state, and local agencies. One of the complications of the RMUC's is that many agency staff are restricted on travel, and biologists and land managers can be geographically located throughout the country at their respective agency offices. There are six Reserve Management Units in the Plan area, and each Unit has developed a Reserve Management Unit Plan. These Plans are responsible for identifying management and monitoring priorities and were originally adopted by the CVCC in 2012, along with a revised Trails Management Plan for the Santa Rosa and San Jacinto Conservation Area in 2014.

RMOC, RMUC and Trails Management Subcommittee have been held as Brown Act Committees since their inception. However, after surveying Western Riverside County Multiple Species Habitat Conservation Plan and other plans across the state on how their reserve management and monitoring committees were held, overwhelmingly they were considered informal working groups managed by staff, which allowed for open discourse and direct work on documents outside of the meetings.

After discussion with the RMOC, RMUC and TMS as well as legal review, CVCC staff is now recommending that these meetings should be classified as informal working groups under the authority of the Executive Director to maximize staff time and efficiency of bringing scientists and land managers throughout the Plan area together. As informal working groups these meetings will be able to better identify issues, discuss scientific approaches to collecting data, and identify adaptive management actions, as well as update technical documents such as the Reserve Management Unit Plans and the Trails Management Plan for approval by the CVCC. Policy decisions would still come to the CVCC for review as part of a public, Brown Act meeting.

Staff is recommending the CVCC approve the update to the By-Laws.

Fiscal Analysis: There is no cost to CVCC for adopting the By-Laws.

Attachments: Draft CVCC By-Laws with redline changes

**BY-LAWS
FOR
THE COACHELLA VALLEY CONSERVATION COMMISSION (CVCC)**

**ARTICLE I
FORMATION**

These By-Laws are provided for the organization and administration of the Coachella Valley Conservation Commission (CVCC) which has been established under a Joint Powers Agreement (the "Agreement"). These By-Laws supplement the Agreement. In the event of a conflict between the By-Laws and the Agreement, the terms and provisions of the Agreement shall control.

**ARTICLE II
THE GOVERNING BODY**

A. THE COMMISSION

1. The acts of CVCC shall be expressed by motion and/or resolution of the Commission. The Commission shall exercise all the powers and authorities of CVCC set out in the Agreement.
2. The Commission shall be constituted as set out in the Agreement, including but not limited to the designation of alternates, qualifications, manner of appointment, and voting rights.

B. OFFICERS

1. A Chair and Vice-Chair shall be elected by the Commission on an annual basis to serve for a one-year term. To be eligible for nomination and election, said officer shall be a member of the Commission.

2. The Chair and Vice-Chair shall not be representatives of the same member entity.
3. The Chair shall preside at all meetings of the Commission. In the absence of the Chair, the Vice-Chair shall perform all the duties of the Chair. In the absence of both the Chair and Vice-Chair, the Commission shall choose one of its voting members to chair the meeting for that day only.
4. Any member of the Commission may nominate any voting member of the Commission to serve as Chair or Vice-Chair. Provided the vote is ratified by a majority vote of a quorum, the individual receiving the highest number of votes for the office shall be deemed to have been elected.
5. The Secretary for CVCC shall be designated by CVCC's Executive Director.
6. Except as provided in the Agreement and provided CVAG's Treasurer is a member entity or a certified public accountant, the Treasurer for CVCC shall be the Treasurer of the Coachella Valley Association of Governments (CVAG).

C. MEETINGS

1. All meetings of the Commission, including without limitation, regular, special and adjourned meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the California Government Code, hereinafter the "Brown Act").
2. The Commission shall meet at the principal office of CVCC or at such other place as may be designated by the Commission. Regular meetings shall be held as provided by resolution of the Commission.
3. Regular meetings of the Commission may be cancelled after staff consultation with the Chair or by majority vote of the Commission at a regular or special meeting prior to the meeting to be canceled. A regular meeting may also be adjourned to a time and place specified in the order of adjournment. Less than a quorum may so adjourn from time to time. If all members are absent from any regular or adjourned regular meeting, the Secretary may declare the meeting adjourned to a stated time and place.

4. Subject to all noticing requirements of the Brown Act, special meetings of the Commission may be called by the Chair, to be held at such times and places within the Coachella Valley as may be determined by the Chair. A majority of the Commissioners may also call a special meeting for any purpose.
5. The Chair and Vice-Chair are eligible to vote and to initiate or second motions.
6. Except as provided in the Agreement or in these By-Laws, voting by the Commission shall be by a majority vote of a quorum. Only a Commissioner (or his/her Alternate) that is present in person or by teleconference may vote.
7. Except with respect to (a) levy of an assessment on member agencies, or (b) apportionment of liability among current and/or past members, each Commissioner shall have one vote and no resolution or motion shall be passed or become effective without the affirmative votes of a majority of a quorum.
8. As set forth in the Agreement, the affirmative vote of three-fourths of the total number of member agencies shall be required in order to (a) levy an assessment on member agencies; or (b) apportion liability among current and/or past members. Thus, notwithstanding the fact that the County shall be represented on the Commission by five commissioners, the County shall have only one vote on issues of assessments or apportionment thereof.
9. A quorum of any meeting of the Commission shall consist of a majority of the Commissioners (or their Alternates) then designated and serving. Pursuant to the provisions of the Agreement, vacant seats shall not be counted when calculating the number of Commissioners/Alternates necessary to constitute a quorum. Notwithstanding any provision in the Agreement to the contrary, the Commission may not continue to conduct business if a quorum is lost during a meeting due to the departure of a Commissioner/Alternate prior to adjournment.

Matters to be placed on the Agenda for a regular meeting of the Commission may be filed with the Executive Director by any Commissioner on or before the tenth day prior to such meeting. The Agenda for each regular meeting of the Commission shall be prepared under the direction of the Executive Director. The Executive Director shall cause copies of the Agenda to be delivered to each regular and alternate member of the Commission at least three (3) working days prior to the regular meeting date; provided, however, that failure to receive such notice shall not invalidate any proceeding of such

meeting. The agenda shall also be posted at the main entrance to the principal office of CVCC and at or near the entrance to any facility where the meeting is to be held. In the case of a teleconference meeting, a copy of the agenda shall also be posted at each teleconference location.

D. CLOSED SESSIONS

1. All information received by the legislative body of a local agency member in a closed session related to information presented to the joint powers agency in closed session shall be confidential. However, each local agency member is authorized on advice of its legal counsel to conduct a closed session to consider and take action concerning any matter discussed in closed session by the joint powers authority that has a direct financial or liability implication for the local agency member, pursuant to California Government Code Section 54956.96. For this purpose, a member of the legislative body of a local agency member may disclose information obtained in a closed session of the joint powers authority that has direct financial or liability implications for the local agency member to (1) legal counsel of the applicable local agency member for purposes of obtaining advice on whether the matter has direct financial or liability implications for that member local agency, and (2) other members of the legislative body of the local agency present in a closed session of that member local agency.
2. Legal counsel representing the joint powers agency is authorized to provide information to legal counsel representing the applicable local agency member about the discussion conducted by the joint powers agency in the applicable closed session.
3. Any designated alternate member of the legislative body of the joint powers agency who is also a member of the legislative body of a local agency member and who is attending a properly noticed meeting of the joint powers agency in lieu of the local agency member's regularly appointed member may attend closed sessions of the joint powers agency.

ARTICLE III
COMMITTEES

- A. The Commission shall establish every standing committee that is provided for in the Coachella Valley Multiple Species Habitat Conservation Plan (the “MSHCP”) and implementing agreements, including but not limited to, the Acquisition and Funding Coordinating Committee, Reserve Management Oversight Committee, Reserve Management Unit Committees, and the Trails Management Subcommittee to the Santa Rosa and San Jacinto Mountains Conservation Area Reserve Management Unit Committee. The Commission shall appoint the Reserve Management Oversight Committee, Reserve Management Unit Committees and associated subcommittees as Technical Working Groups under the authority of CVCC’s Executive Director.
- B. In addition to the committees to be established pursuant to the MSHCP and implementing agreements, the Commission may create other committees as it deems necessary to carry on the business of CVCC.
- C. All meetings of the Commission ~~all legislative bodies of CVCC~~, as defined by the Brown Act, shall be called, noticed, held and conducted in accordance with the provisions of the Brown Act. Except as part of an open and noticed meeting, there shall be no congregation of or among a majority of the *voting* members of ~~any the~~ CVCC legislative body to hear, discuss, or deliberate upon, or any attempt to develop a collective concurrence as to, any item that is within the subject matter jurisdiction of CVCC.
- D. In the performance of their duties and responsibilities, all ~~legislative bodies of CVCC~~ working groups shall submit all policy matters coming before them to the Commission for final consideration, unless otherwise authorized by the Commission.

ARTICLE IV
PROCEDURES

A. PURCHASING AUTHORITY

The procedures for purchasing services, supplies, equipment, and materials in excess

Adopted-Amended 59/11/0625

of ~~\$25,000~~the Executive Director's signing authority shall provide for an award to the lowest responsible bidder after competitive bidding, subject to any exceptions duly approved by the Commission.

B. ADOPTION OF RESOLUTIONS

Except resolutions of courtesy, commendations, appreciation or condolence, no resolution expressing the opinion or policy of CVCC on any question shall be adopted unless it has been approved by the Commission.

C. MEETING PROCEDURES

Except as otherwise provided herein or in the Brown Act, all meetings of CVCC legislative bodies shall be conducted pursuant to the policies and procedures adopted by CVCC.

ARTICLE V

EXECUTIVE DIRECTOR

The Executive Director shall perform such duties as prescribed by the Commission including, without limitation, the administration of agency contracts. The Executive Director may, after consultation with the Chair, authorize contracts in an amount up to the limit determined within the CVCC Procurement Policy ~~\$25,000~~ without prior Commission approval but within budget amounts previously approved by the Commission. All such contracts shall be reviewed by legal counsel and shall be reported to the Commission after execution. The Executive Director may not issue such contracts ~~totaling more than \$50,000~~ to (a) any one entity in any calendar year or (b) a group of entities working on a single project beyond what is outlined in the procurement policy.

ARTICLE VI

AMENDMENTS

- A. These By-Laws and any amendments thereto may be amended at any meeting of the Commission by a two-thirds vote of a quorum.
- B. Any Commissioner may propose a By-Law amendment. Such proposal shall be in writing and shall be referred to the Chair who shall report the proposed amendment with recommendation to the Commission.

---End of By-Laws---

(Adopted on May 11, 2006.)

(Amended on September 11, 2025.)

~~Adopted~~ Amended 59/11/0625

**Coachella Valley Conservation Commission
September 11, 2025**



STAFF REPORT

Subject: Partnership with Mojave Desert Land Trust for Seed Collection and Preservation

Contact: Tony Quiroz, Conservation Management Analyst (tquiroz@cvag.org)

Recommendation: Receive a presentation and then authorize the Executive Director to execute a Memorandum of Understanding with Mojave Desert Land Trust for seed collection and preservation through December 31, 2028

Background: In 2016, the Mojave Desert Land Trust (MDLT) launched the Mojave Desert Seed Bank, a strategic conservation initiative often described as “Noah’s Ark” for desert flora. It currently holds more than five million seeds spanning nearly 250 species. The Seed Bank serves as a critical insurance policy against threats like climate change, wildfires, habitat loss, and biodiversity decline.

In 2023, MDLT received a \$3.19 million grant from the California Wildlife Conservation Board under the State’s 30 x 30 initiative to expand the Seed Bank. This funding aims to increase the number of banked species to 500, collect over 2,000 pounds of seed, and build a new 2,500-square-foot seed facility with processing labs, climate-controlled storage, and workspace.

At the September meeting, the CVCC will receive an update from Patrick Emblidge, MDLT’s Seed Program Manager, about the Seed Bank and related efforts. Following the presentation, CVCC staff is recommending the Executive Director be authorized to execute a Memorandum of Understanding (MOU) to establish a collaborative framework for the collection and preservation of native plant seeds from lands owned or managed by CVCC. These collections will be housed in the Mojave Desert Seed Bank to support long-term conservation and restoration efforts across the deserts of Southern California.

Under the proposed agreement, CVCC will provide MDLT with spatial data, access instructions, and scheduling support for collection sites. MDLT will collect, process, and store seeds for viability, provide annual collection reports, and retain 10 percent of collected seeds for CVCC in refrigerated storage for up to three years. This MOU will be effective upon execution through December 31, 2028. This agreement ensures long-term preservation of native seed material for restoration and conservation purposes. By leveraging MDLT’s technical expertise, CVCC can increase the availability of locally sourced seed for habitat restoration, climate resilience, and implementation of the Coachella Valley Multiple Species Habitat Conservation Plan.

Fiscal Analysis: There is no cost associated with this presentation or the MOU.

Attachment: MOU with Mojave Desert Land Trust



MOJAVE DESERT LAND TRUST

P.O. Box 1544

Joshua Tree, California 92252

760.366.5440 • MDLT.org

July 30, 2025

Memorandum of Understanding

Between: Mojave Desert Land Trust

And: Coachella Valley Association of Governments

This Memorandum of Understanding (MoU) is made on July 30, 2025, between Mojave Desert Land Trust, located at 60124 29 Palms Hwy., Joshua Tree, CA 92252, hereinafter referred to as "Party 1," and Coachella Valley Association of Governments, located at 74-199 El Paseo Suite 100, Palm Desert, CA 92260, hereinafter referred to as "Party 2."

WHEREAS, Party 1 and Party 2 desire to enter into a collaborative relationship for collecting and preserving seeds of native plants occurring on lands owned/managed by Party 2, and

WHEREAS, Party 1 and Party 2 wish to outline the terms and conditions of their collaboration,

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Objective: The objective of this Memorandum of Understanding is to establish the framework for collaboration between Party 1 and Party 2 for the purpose of preserving the flora of the deserts of southern California as conservation seed collections in the Mojave Desert Seed Bank.
2. Scope of Collaboration: The parties agree to collaborate on developing taxa occurrence lists, scouting for populations worthy of collection, collecting voucher specimens, collecting seeds, and storing seeds for conservation and restoration from Party 2 lands.
3. Responsibilities of Party 1: Party 1 agrees to:
 - Follow all state and federal regulations and comply with MDLT Seed Collecting Policy and Guidelines (Appendix 1).
 - Coordinate site visits with Party 2 and provide opportunities for Party 2 staff to attend scouting/collecting trips.
 - Properly process, test, and store seed collections for long-term viability.
 - Retain 10% of seeds collected for Party 2 in refrigerated storage for up to 3 years following collection. Retained seed may be requested by Party 2 at any time once they enter storage. After 3 years in storage, retained seed must be transferred to Party 2, transferred to Party 1 ownership, or an agreement reached for continued storage by Party 1 for a fee.
 - Report collection data to Party 2 annually.
4. Responsibilities of Party 2: Party 2 agrees to:
 - Provide Party 1 with spatial data, access instructions, and scheduling support for areas where collection is permissible.
 - Relinquish ownership of 90% of collected seed to Mojave Desert Land Trust
5. Duration: This Memorandum of Understanding shall commence on the date signed and shall continue in full force and effect until December 31, 2028, unless terminated earlier by mutual agreement of the parties.
6. Governing Law: This Memorandum of Understanding shall be governed by and construed in accordance with the laws of California and the United States.
7. Amendments: Any amendments or modifications to this Memorandum of Understanding shall be made in writing and signed by both parties.

8. Confidentiality: Both parties agree to keep confidential any proprietary or sensitive information shared during the course of collaboration.

9. Termination: Either party may terminate this Memorandum of Understanding upon 10 days' written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the date first above written.

Representative of Party 1:



Patrick Emblidge, Plant Conservation Program Manager

7/30/2025

[Date]

Representative of Party 2:

Tom Kirk, Executive Director

[Date]

Coachella Valley Conservation Commission

September 11, 2025



STAFF REPORT

Subject: Like Exchange between East Indio Hills Conservation Area and Dos Palmas Conservation Area

Contact: Peter Satin, Conservation Program Manager (psatin@cvag.org)

Recommendation: Adopt Resolution 2025-06 and approve a like exchange to the Coachella Valley Multiple Species Habitat Conservation Plan, finding the like exchange does not require further environmental review and directing the Executive Director to file a notice of determination, execute the like exchange agreement and take the necessary steps to accept the transfer of property required by the like exchange

Background: The Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP or Plan) has delineated its 21 Conservation Areas to maximize the inclusion of habitat for its Covered Species and natural communities. However, it acknowledges that viable habitat also exists outside of the Conservation Areas and, in certain cases, adjustments to one or more Conservation Area boundary lines may be made without significantly impacting the Plan's ability to meet its Conservation Goals and Objectives. This process, referred to within the CVMSHCP as a like exchange, allows for Permittees to request a reduction of a Conservation Area in one locale in exchange for expanding a Conservation Area in another locale. To request such a boundary modification, a Permittee must seek wildlife agency concurrence on an equivalency analysis documenting that the proposed Conservation Area expansion is of equal or greater conservation value than the Conservation Area reduction. Like exchanges are generally requested when a proposed development is inherently inconsistent with Conservation Area Conservation Objectives. For example, insufficient take may be available within the Conservation Area, or infrastructure required to support the development may exceed the limits of what can be considered a Covered Activity.

The City of Coachella is currently reviewing a specific plan proposed by KPC Development Company, LLC (KPC) for a master planned community in the northeast portion of the city. While the primary entrance to the community is anticipated to be off of Interstate 10, a secondary means of access is proposed along Vista del Norte, which is anticipated to be built out to a four-lane major roadway with an 80-foot right-of-way. Significant earthwork will be needed to elevate the road over the Coachella Canal and adjacent flood control structures. A portion of the modified Vista del Norte roadway would cross through the East Indio Hills Conservation Area (EIHCA), and is therefore subject to consistency review under the CVMSHCP. Widening of Vista del Norte through the EIHCA was not contemplated during the CVMSHCP's planning process, and buildout within the EIHCA is therefore limited to no more than one through-travel lane in each direction and a right-of-way less than 74 feet. Furthermore, the acreage of ground disturbance required to build out Vista del Norte as proposed would exceed the total amount of acreage allocated to Coachella for disturbance within the EIHCA, even before accounting for Rough Step proportionality.

CVCC staff informed Coachella staff and KPC that the Vista del Norte access route would be inherently inconsistent with the CVMSHCP, and advised the developer to identify an alternative route. After determining that an alternative route would be infeasible, the City and KPC requested

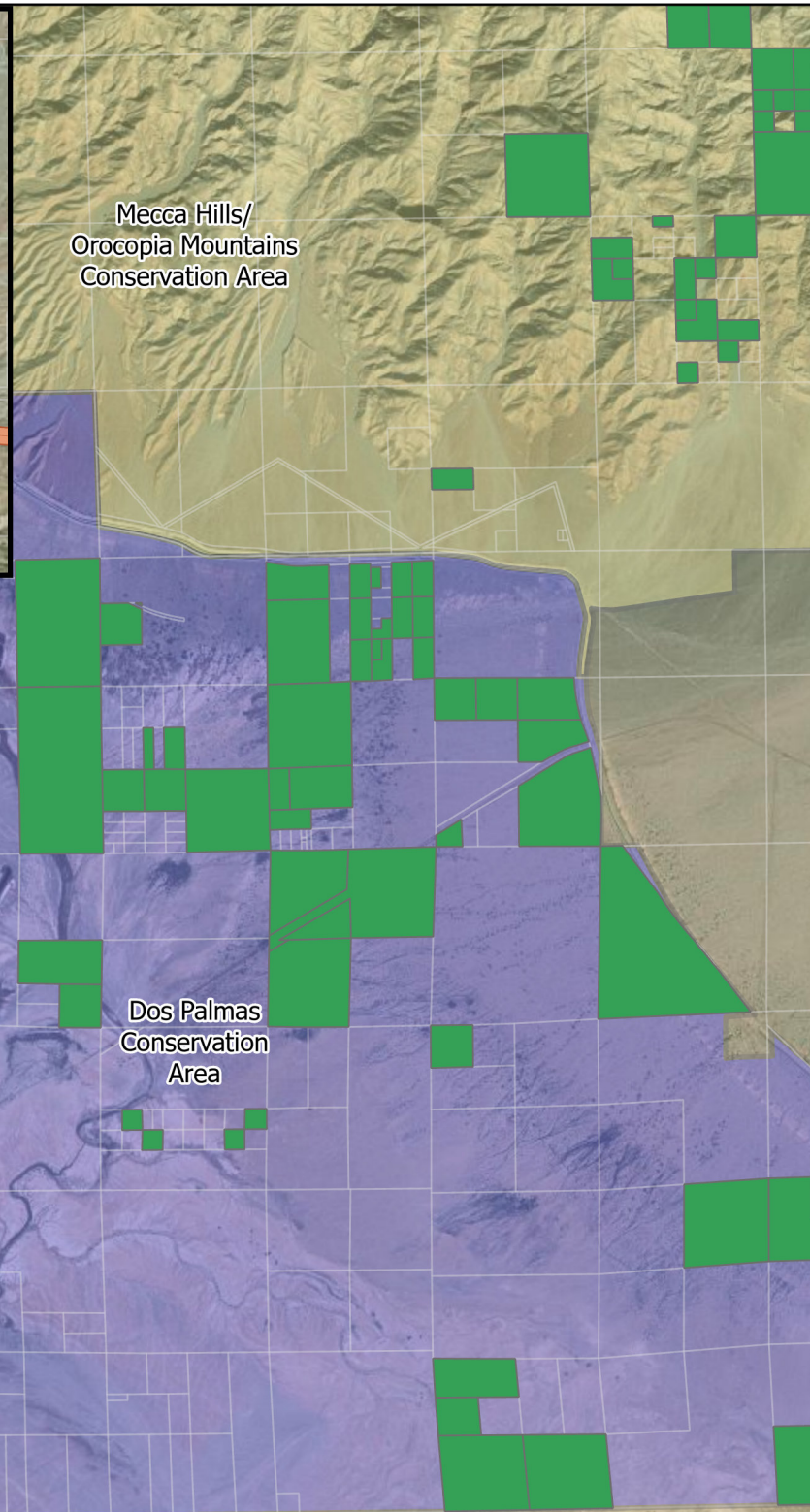
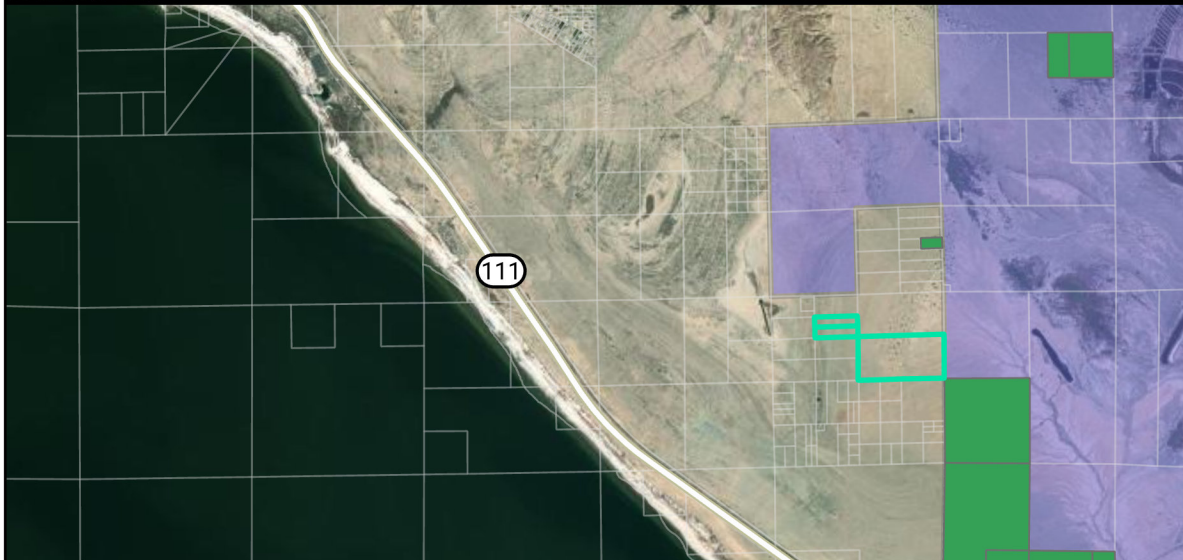
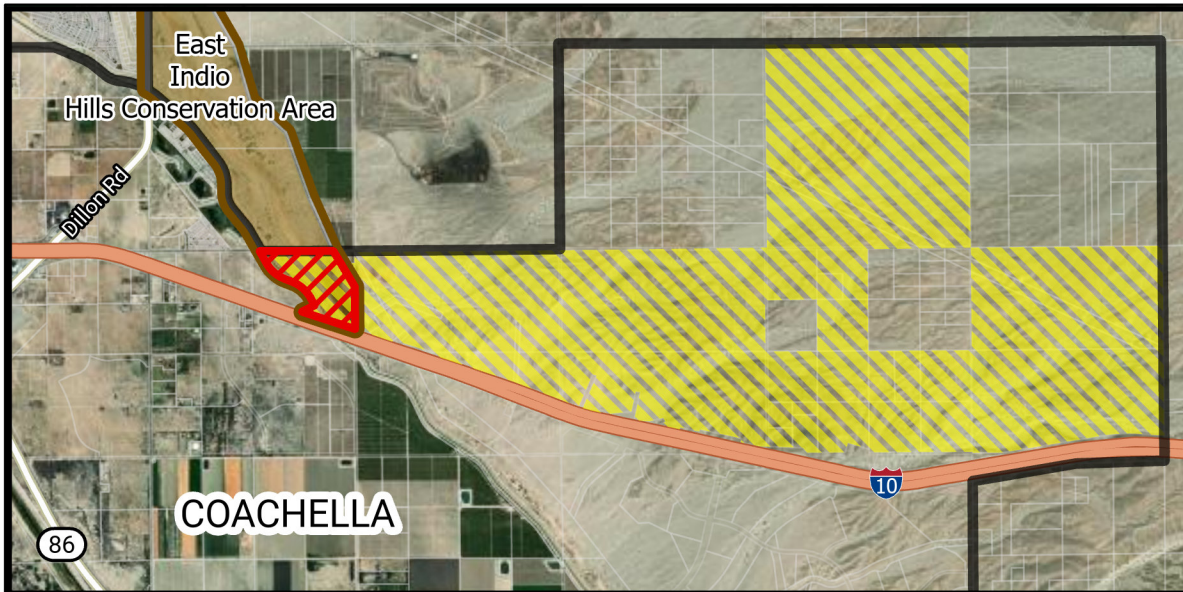
to pursue a like exchange to reduce the boundary of the EIHCA such that it would no longer intersect Vista del Norte. In coordination with CVCC staff, KPC identified three parcels within the County of Riverside (County) adjacent to the Dos Palmas Conservation Area (DPCA) that contained sufficient habitat to accommodate the removal of similar habitat from the EIHCA. In addition to providing significantly more acres of modeled habitat for each of the conservation objectives within the Coachella's portion of the EIHCA, the quality of the habitat within the proposed DPCA additions is higher, exhibiting fewer edge effects, larger contiguous habitat patches, and improved landscape connectivity. Of keen interest to CVCC staff is the prevalence of mesquite hummocks on the DPCA parcels, which are a priority conservation target within the entire CVMSHCP area.

The wildlife agencies concurred with the City's equivalency analysis on January 14, 2025. The City approved the like exchange on February 12, 2025 through the adoption of a resolution. The County approved the like exchange on March 11, 2025. CVCC staff is now recommending that the CVCC adopt Resolution 2025-06 to formally incorporate the like exchange into the CVMSHCP, and authorize the CVCC Executive Director to execute the necessary documents to take title to the new DPCA parcels.

Fiscal Analysis: The DPCA parcels are being transferred without cost, and CVCC's portion of the escrow fees is not expected to exceed \$1,650. Management and monitoring expenses are anticipated to be minimal given the remote nature of the parcels, and will be otherwise covered by existing management funds.

Attachments:







1. Map of the KPC project and exchanged parcels
2. Resolution No. 2025-06
3. Like Exchange Agreement

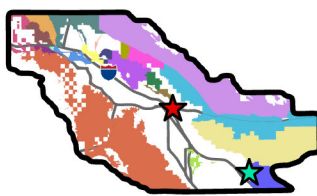


Proposed Like Exchange Between East Indio Hills and Dos Palmas Conservation Areas

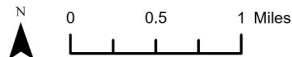


CVCC

-  Like Exchange Addition
-  Like Exchange Reduction
-  East Indio Hills Boundary
-  KPC Project Area
-  City Boundaries
-  Conserved After 1996



NAD 1983 UTM Zone 11N



RESOLUTION NO. 2025-06

RESOLUTION OF THE COACHELLA VALLEY CONSERVATION
COMMISSION ADOPTING A MODIFICATION TO THE
COACHELLA VALLEY MULTIPLE SPECIES HABITAT
CONSERVATION PLAN INCORPORATING A LIKE EXCHANGE
ADJUSTING THE BOUNDARIES OF THE EAST INDIO HILLS
AND THE DOS PALMAS CONSERVATION AREAS,
ACCEPTANCE OF PROPERTY AS PART OF THE LIKE
EXCHANGE, AND FINDING NO FURTHER ENVIRONMENTAL
REVIEW IS REQUIRED PURSUANT TO PUBLIC RESOURCES
CODE SECTION 21166 AND STATE CEQA GUIDELINES
SECTION 15162

WHEREAS, the Coachella Valley Conservation Commission (“CVCC”) is a public agency of the State of California formed by a Joint Exercise of Powers Agreement (“JPA”); and

WHEREAS, the Commission implements the Coachella Valley Multiple Species Habitat Conservation Plan/Natural Communities Conservation Plan (“Plan”); and

WHEREAS, a joint Environmental Impact Report/Environmental Impact Statement (“EIR/EIS”) for the Plan was prepared, noticed, and circulated pursuant to the California Environmental Quality Act (“CEQA”) (Public Resources Code, §21000 et seq.), the State CEQA Guidelines (14 CCR §15000 et seq.), and the National Environmental Policy Act (“NEPA”) (40 C.F.R. 1500 et seq.); and

WHEREAS, the Coachella Valley Association of Governments (“CVAG”) acting as Lead Agency under CEQA, certified the EIR/EIS (State Clearinghouse No. 2000061079) on September 10, 2007; and

WHEREAS, the United States Fish and Wildlife Service (“USFWS”), acting as Lead Agency under NEPA, issued an Incidental Take Permit (TE104604) under section 10(a) of the Endangered Species Act of 1973, as amended, for development authorized by the Plan on October 1, 2008; and

WHEREAS, the California Department of Fish and Wildlife (“CDFW”) issued a Natural Community Conservation Plan Permit (2835-2008-001-06), authorizing take of species listed under the California Endangered Species Act, §§2050-2116, on September 9, 2008; and

WHEREAS, a supplemental EIR/EIS for a major amendment to the Plan was prepared, noticed, and circulated pursuant to State CEQA Guidelines §15162 and 40 C.F.R. 1502.9; and

WHEREAS, the CVCC, acting as Lead Agency under CEQA, certified the supplemental EIR/EIS (State Clearinghouse No. 2000061079) on March 13, 2014; and

WHEREAS, the USFWS, acting as Lead Agency under NEPA, issued an amended Incidental Take Permit (TE104604-1) on December 8, 2015; and

WHEREAS, the CDFW issued an amended Natural Community Conservation Plan Permit (2835-2008-001-06-A1) on August 22, 2015; and

WHEREAS, the Plan, as amended, allows for modification of Conservation Area boundaries through a Like Exchange process, provided those modifications are not significantly different from those described in the original language of the Plan; and

WHEREAS, the City of Coachella (City), as a Permittee to the Plan, proposed a Like Exchange to reduce the boundary of the East Indio Hills Conservation Area within its jurisdiction so as to accommodate a master planned community (Project) while expanding the boundary of the Dos Palmas Conservation Area within the County of Riverside (County); and

WHEREAS, the USFWS and the CDFW provided concurrence with the equivalency of the Like Exchange proposed by the City on January 14, 2025; and

WHEREAS, the City adopted a resolution approving the Like Exchange on February 12, 2025; and

WHEREAS, the County adopted a resolution approving the Like Exchange on March 11, 2025; and

WHEREAS, through the Like Exchange, the Project proponent will transfer to CVCC three parcels totaling approximately 100 acres adjacent to the Dos Palmas Conservation Area in the County of Riverside, identified by APNs 733-190-010, 733-190-012, and 733-019-013, and more fully described in Exhibit A (the "Property"); and

WHEREAS, acquisition of the Property would advance the goals and objectives of the Plan; and

WHEREAS, pursuant to CEQA, when taking subsequent discretionary actions in furtherance of a project for which an EIR has already been certified, the Lead Agency is prohibited from requiring a subsequent or supplemental EIR or negative declaration unless at least one of the circumstances identified in Public Resources Code §21166 or State CEQA Guidelines §15162 are present; and

WHEREAS, following independent review of all the information regarding the modification of the Property, the previously certified EIR/EIS and supplemental EIR/EIS, all oral and written testimony submitted to the CVCC in relation to the modification of the Property, and all other information in the administrative record, the CVCC has determined that, pursuant to the Public Resources Code §21166 and State CEQA Guidelines §15162, no further environmental review is required for the Like Exchange because it falls within the scope of the Plan evaluated in the certified supplemental EIR/EIS (State Clearinghouse No. 2000061079).

NOW THEREFORE, be it resolved that the CVCC adopts this modification to the CVMSHCP incorporating the Like Exchange adjusting the boundaries of the East Indio Hills and Dos Palmas Conservation Areas; and

FURTHER, that the CVCC has reviewed and considered the information contained in the certified EIR/EIS and supplemental EIR/EIS and all supporting documentation, copies of which are on file at the CVCC's office and are incorporated by reference as though set forth fully herein. Based on this review, the CVCC finds that any comments received regarding the Like Exchange have been examined and determined to not modify the significant conclusions of the EIR/EIS and supplemental EIR/EIS. The CVCC further finds that no additional feasible mitigation measures within the CVCC's authority are necessary to reduce the environmental impacts of the Like Exchange, because all impacts of the modifications are either less than significant, will be

mitigated to a level of less than significant through compliance with the existing mitigation, or remain significant and unavoidable even with the imposition of all feasible mitigation. Finally, based on the substantial evidence set forth in the record, including but not limited to the certified EIR/EIS and supplemental EIR/EIS, the CVCC finds that none of the conditions triggering the need for subsequent environmental review have occurred. Specifically, the CVCC finds that no subsequent environmental review is required pursuant to State CEQA Guidelines §15162 because the Like Exchange would not:

- (i) Constitute a substantial change to the Plan that will require major revisions of the certified EIR/EIS and supplemental EIR/EIS (State Clearinghouse No. 2000061079) due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
- (ii) Constitute a substantial change with respect to the circumstances under which the Plan is administered that will require major revisions to the certified EIR/EIS and supplemental EIR/EIS (State Clearinghouse No. 200061079) due to the involvement of new significant environmental effects or a substantial increase in the severity of the previously identified significant effects;
- (iii) Involve new information of substantial importance that was not known and could not have been known with the exercise of reasonable due diligence at the time the EIR/EIS and supplemental EIR/EIS (State Clearinghouse No. 2000061079) was certified that shows the Plan will have significant or substantially more severe impacts than previously examined in the certified EIR/EIS and supplemental EIR/EIS (State Clearinghouse No. 2000061079), or mitigation measures or alternatives previously found not to be feasible would in fact be feasible or considerably different from those analyzed in the certified EIR/EIS and supplemental EIR/EIS (State Clearinghouse No. 2000061079) that would substantially reduce the significant impacts on the environment, but the project proponents declined to adopt them.

FURTHER, the CVCC directs the Executive Director, or their designee, to prepare and file a Notice of Determination with Riverside County within five (5) working days of the approval of the Resolution; and

FURTHER, the CVCC authorizes the Executive Director, or their designee, to revise the Plan documents to reflect the updated conservation objectives; and

FURTHER, the CVCC approves the acceptance of the Property with transaction and closing costs not to exceed \$1,650; and

FURTHER, the CVCC authorizes the Executive Director to negotiate and execute all necessary contracts and documents and take such other actions as are necessary to effect the transfer of the Property.

The foregoing Resolution was passed by the Coachella Valley Conservation Commission this 11th day of September, 2025.

APPROVED:

Gary Gardner
Chair

Tom Kirk
Executive Director

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

That land, situated in the State of California, County of Riverside, and described as follows:

The south half of the northeast quarter in section 17, Township 8 South, Range 11 East, San Bernardino Base and Meridian, in the County of Riverside, State of California, according to the official plat thereof.

APN 733-190-010

That land, situated in the State of California, County of Riverside, and described as follows:

The south half of the south half of the northeast quarter of the northwest quarter of section 17, Township 8 South, Range 11 East, San Bernardino Base and Meridian;

Excepting therefrom all crude oil, petroleum, gas, brea, asphaltum, and all kindred substances and other minerals as reserved in deed from Vina Olive Morse, a widow, and Marie E. Johnson, and unmarried woman, to George L. Cole, a married man, and Lester P. Heacock, a single man, recorded May 3 1961 as instrument no. 37453 of official records of Riverside County, California.

APN 733-190-012

That land, situated in the State of California, County of Riverside, and described as follows:

The north half of the south one half of the northeast quarter of the northwest quarter of section 17, Township 8 South, Range 11 East, San Bernardino Base and Meridian;

Excepting therefrom all crude oil, petroleum, gas, brea, asphaltum. And all kindred substance and other mineral as reserved in deed from Vina Olive Morse, a widow, and Marie E. Johnson, and unmarried woman, to George L. Cole, a married man, and Lester P. Heacock, a single man, recorded May 3, 1961 as instrument no. 37453.

APN 733-190-013

LIKE EXCHANGE AGREEMENT

THIS AGREEMENT ("Agreement") is made this ____ day of ___, 2025 by and between the COACHELLA VALLEY CONSERVATION COMMISSION, a public agency and a joint powers authority, herein called "CVCC," and KPC DEVELOPMENT COMPANY, a limited liability company, herein called "Donor." The CVCC and Donor are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, Donor is the owner of approximately 100 acres of certain real property located in Riverside County, identified by Assessor Parcel Numbers 733-190-010, 733-190-012, and 733-190-013, and as more particularly described on Exhibit A attached hereto (the "Property");

WHEREAS, Donor has proposed a master planned community ("Project") in the City of Coachella requiring a modification of Conservation Area boundaries identified in the Coachella Valley Multiple Species Habitat Conservation Plan ("CVMSHCP"); and

WHEREAS, Donor wishes to transfer the Property to CVCC as a necessary component of a Like Exchange in accordance with section 6.12.2 of the CVMSHCP; and

WHEREAS, CVCC desires to acquire the Property for purposes of wildlife and plant life conservation pursuant to the CVMSHCP.

NOW, THEREFORE, CVCC and Donor agree as follows:

1. Dedication of Property. Donor shall offer to dedicate the Property to CVCC and CVCC shall accept the offer of dedication of the Property, or interest therein, upon the terms and conditions set forth in this Agreement.

2. Obligations of Donor.

2.1 Fee Interest. Upon acceptance by CVCC, Donor shall convey, assign and transfer its fee interest in the Property to CVCC, free and clear of all liens, encumbrances, easements, leases (recorded or unrecorded), bonds, assessments, and taxes except for (i) liens for non-delinquent property taxes and assessments, and (ii) those liens and encumbrances and easements which, in the sole discretion of CVCC, are acceptable pursuant to Section 6.

2.2 Representations and Warranties of Donor. Donor represents and warrants to CVCC that as of the date of this Agreement and as of the Close of Escrow:

2.2.1 Hazardous Substances. Based on Donor's actual knowledge, the Property is: (i) free from Hazardous Substances; (ii) contains no buried or partially buried storage tanks located on the Property; (iii) has not been used for the generation, storage or disposal of any Hazardous Substance and no Hazardous Substance has been spilled, disposed of, or stored on, under, or at the Property; and (iv) has never been used as a dump or landfill;

2.2.2 Compliance with Law. To the actual knowledge of the Donor, the Property is in material compliance with all applicable Laws and Environmental Laws;

2.2.3 Leases. No leases, licenses, or other agreements allowing any third party rights to use the Property are or will be in force as of the Closing;

2.2.4 Litigation and Investigations. There is no pending or threatened litigation, administrative proceeding, or other legal or governmental action with respect to the Property, and Donor has received no notice, warning, administrative complaint, judicial complaint, or other formal or informal notice alleging that conditions on the Property are or have been in violation of any Laws or Environmental Laws, or informing Donor that the Property is subject to investigation or inquiry regarding the violation of any Laws or Environmental Laws.

2.2.5 Condition of Property. To the actual knowledge of the Donor, there are no natural or artificial conditions upon the Property or any part of the Property that could result in a material and adverse change in the condition of the Property;

2.2.6 Access to the Property. There is vehicular access to the Property; and

2.2.7 No Insolvency Proceedings. Donor has not (i) made a general assignment for the benefit of creditors; (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by its creditors; (iii) suffered the appointment of a receiver to take possession of all or substantially all of its assets; (iv) suffered the attachment or other judicial seizure of substantially all of its assets; or (v) admitted in writing its inability to pay its debts as they come due.

2.2.8 No Other Agreements, Undertakings or Tenancies. Donor will not enter into any agreements or undertake any new obligations prior to Close of Escrow which will in any way burden, encumber or otherwise affect the Property without the prior written consent of the CVCC.

2.2.9 Disclosure. Donor has disclosed to CVCC all information, records, and studies in Donor's possession in connection with the Property, including any reports or studies concerning Hazardous Substances. All information that Donor has delivered to CVCC, either directly or through Donor's agents, is accurate and Donor has disclosed all material facts concerning the operation, development, or condition of the Property.

Donor shall promptly notify CVCC of any facts that would cause any of the representations contained in this Agreement to be untrue as of the Close of Escrow. If CVCC reasonably concludes that a fact materially and adversely affects the Property, CVCC shall have the option to terminate this Agreement by delivering written notice to Donor and Escrow Agent. If CVCC terminates this Agreement pursuant to this Section, Escrow Agent shall cancel the Escrow and Donor shall be responsible for all costs of escrow.

2.3 Indemnity. Donor agrees to indemnify CVCC and agrees to defend and hold CVCC harmless from all loss, cost, liability, expense, damage, or other injury, including without limitation, attorneys' fees and expenses, to the fullest extent not prohibited by applicable law, and all other costs and expenses incurred by reason of, or in any manner resulting from (i) the breach of any warranties and representations in Section 2.2, and (ii) all third-party claims for

Donor's intentional acts or willful misconduct related to the Property occurring prior to the Close of Escrow.

2.4 Definitions.

2.4.1 “Environmental Laws” means all federal, state, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any government authority regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Substance (as defined subsequently in this Agreement), or pertaining to occupational health or industrial hygiene (and only to the extent that the occupational health or industrial hygiene laws, ordinances, or regulations relate to Hazardous Substances on, under, or about the Property), occupational or environmental conditions on, under, or about the Property, as now in effect, including without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) and the Superfund Amendments and Reauthorization Act of 1986 (SARA) [42 U.S.C.A. §§ 9601 et seq.]; the Resource Conservation and Recovery Act of 1976 (RCRA) and the Solid Waste Disposal Act [42 U.S.C.A. §§ 6901 et seq.]; the Clean Water Act, also known as the Federal Water Pollution Control Act (FWPCA) [33 U.S.C.A. §§ 1251 et seq.]; the Toxic Substances Control Act (TSCA) [15 U.S.C.A. §§ 2601 et seq.]; the Hazardous Materials Transportation Act (HMTA) [49 U.S.C.A. §§ 5101 et seq.]; the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) [7 U.S.C.A. §§ 136 et seq.]; the Clean Air Act (CAA) [42 U.S.C.A. §§ 7401 et seq.]; the Safe Drinking Water Act (SDWA) [42 U.S.C.A. §§ 300f et seq.]; the Surface Mining Control and Reclamation Act of 1977 (SMCRA) [30 U.S.C.A. §§ 1201 et seq.]; the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA or EPCRTKA) [42 U.S.C.A. §§ 11001 et seq.]; the Occupational Safety and Health Act of 1970 (OSHA) [29 U.S.C.A. §§ 655, 657]; the California laws regarding the underground storage of hazardous substances [H & S C §§ 25280 et seq.]; the Hazardous Substance Account Act [H & S C §§ 25300 et seq.]; the California laws regarding hazardous waste control [H & S C §§ 25100 et seq.]; the Safe Drinking Water and Toxic Enforcement Act of 1986 [H & S C §§ 25249.5 et seq.]; the Porter-Cologne Water Quality Control Act [Wat C §§ 13000 et seq.], and any amendments of or regulations promulgated under the statutes cited above and any other federal, state, or local law, statute, ordinance, or regulation now in effect that pertains to occupational health or industrial hygiene, and only to the extent that the occupational health or industrial hygiene laws, ordinances, or regulations relate to Hazardous Substances on, under, or about the Property, or the regulation or protection of the environment, including ambient air, soil, soil vapor, groundwater, surface water, or land use.

2.4.2 “Hazardous Substances” includes without limitation:

(i) Those substances included within the definitions of “hazardous substance,” “hazardous waste,” “hazardous material,” “toxic substance,” “solid waste,” or “pollutant or contaminant” in CERCLA, RCRA, TSCA, HMTA, or under any other Environmental Law;

(ii) Those substances listed in the United States Department of Transportation (DOT) Table [49 CFR 172.101], or by the Environmental Protection Agency (EPA), or any successor agency, as hazardous substances [40 CFR Part 302];

(iii) Other substances, materials, and wastes that are or become regulated or classified as hazardous or toxic under federal, state, or local laws or regulations; and

(iv) Any material, waste, or substance that is: a petroleum or refined petroleum product, asbestos, polychlorinated biphenyl, designated as a hazardous substance pursuant to 33 U.S.C.A. § 1321 or listed pursuant to 33 U.S.C.A. § 1317, a flammable explosive, or a radioactive material.

3. Escrow. By this Agreement, CVCC and Donor establish an escrow (“Escrow”) with a reputable title company chosen by CVCC (the “Escrow Agent”), subject to the provisions of the standard conditions for acceptance of escrow and the terms and conditions in this Agreement, with a signed counterpart of this document to be delivered as escrow instructions to Escrow Agent. In the event of any conflict between the terms of this Agreement and the standard conditions for acceptance of escrow, the terms of this Agreement shall control. CVCC’s agent for matters related to the Closing of Escrow shall be the Executive Director or his designee.

4. Feasibility Period.

4.1 During the period commencing on the date of this Agreement and terminating on a date which is sixty (60) days from the date of this Agreement (“Feasibility Period”), CVCC may undertake an inspection of the Property. Said inspection may include: (i) a review of the physical condition of the Property, including but not limited to, inspection and examination of soils, environmental factors, Hazardous Substances, if any, and archeological information relating to the Property; and (ii) a review and investigation of the effect of any zoning, maps, permits, reports, engineering data, regulations, ordinances, and laws affecting the Property. Within ten (10) days following the full execution of this Agreement by both parties, Donor shall deliver to CVCC copies of all architectural plans, surveys, specifications, and other documents pertaining to the physical, geological, or environmental condition of the Property that are owned by or in the possession of Donor.

4.2 If CVCC’s environmental consultant requires additional time to determine the existence and extent of any Hazardous Substances on the Property, CVCC shall have the right, exercisable by delivering written notice to Donor prior to the expiration of the Feasibility Period, to extend the Feasibility Period for up to an additional sixty (60) days to complete the testing.

4.3 If CVCC disapproves of the results of the inspection and review or the results of any Phase I Environmental Report, CVCC may elect, prior to the last day of the Feasibility Period (or any extension thereof), to terminate this Agreement by giving Donor written notification prior to the last day of the Feasibility Period (or any extension thereof). If CVCC fails to properly notify Donor of the intent to terminate this Agreement, CVCC shall be deemed to be satisfied with the results of the inspection and shall be deemed to have waived the right to terminate this Agreement pursuant to this provision.

5. Access.

5.1 Access to the Property during the Feasibility Period shall be given to CVCC, its agents, employees, or contractors during normal business hours upon at least one (1) business day’s notice to Donor, at CVCC’s own cost and risk, for any purposes, including, but not limited

to, inspecting the Property, taking samples of the soil, and conducting an environmental audit (including an investigation of past and current uses of the Property). CVCC shall indemnify and defend Donor against and hold Donor harmless from all losses, costs, damages, liabilities, and expenses, including, without limitation, reasonable attorney fees arising out of CVCC's entry onto the Property or any activity thereon by CVCC or its agents, employees, or contractors prior to the Close of Escrow except to the extent any such losses, costs, damages, liabilities, and expenses arise out of the gross negligence or willful acts of Donor. Any entry onto the Property by CVCC or its agents, employees, or contractors shall be at reasonable times. The provisions of this Section shall survive the Close of Escrow. Notwithstanding anything herein to the contrary, CVCC and Donor agree that CVCC shall not incur any liability hereunder merely by the discovery of an "Existing Adverse Condition" (as defined below) regardless of whether such Existing Adverse Condition, once revealed, negatively impacts the value of the Property or otherwise causes Donor to incur liabilities, costs or expenses. The term "Existing Adverse Condition" shall mean an adverse condition existing on or with respect to the Property that is discovered or revealed by CVCC in the course of its Property inspection hereunder.

5.2 In addition to the provisions of Section 4.1, CVCC and its agents, employees, or contractors shall have the right, from the date of this Agreement until the Closing Date, to contact any federal, state, or local governmental authority or agency to investigate any matters relating to the Property. Donor agrees to cooperate reasonably with CVCC and its agents, employees, or contractors in the inspection of the Property and agrees to deliver to CVCC all information in Donor's possession or control pertaining to the condition of the Property, including engineering and environmental reports, studies, tests, monitoring results, and related documentation.

6. Title.

6.1 Immediately following the execution of this Agreement by both Parties, CVCC shall cause Escrow Agent to issue to CVCC (with a copy to Donor) a preliminary report for a CLTA Standard Policy of Title Insurance, setting forth all liens, encumbrances, easements, restrictions, conditions, pending litigation, judgments, administrative proceedings, and other matters affecting Donor's title to the Property ("Preliminary Report"), together with copies of all documents relating to title exceptions referred to in the Preliminary Report.

6.2 Following the full execution of this Agreement by both Parties, CVCC may cause a survey and/or an ALTA Survey of the Property to be prepared by a registered surveyor or professional engineer ("Survey"). Donor agrees to deliver to CVCC, promptly following the full execution and delivery of this Agreement, copies of any survey of the Property in the possession of Donor.

6.3 CVCC shall approve or disapprove, in writing to Donor with a copy to Escrow Agent, each exception shown on the Preliminary Report and each encroachment, overlap, or boundary line dispute, or any other matter that materially and adversely affects title to the Property or that violates any law, rule, or regulation reflected on the Survey (each an "Exception") within twenty (20) business days following the receipt of the Preliminary Report or the Survey, whichever is later. CVCC's failure to object within the twenty (20) day period shall be deemed to

be a disapproval of the Exceptions. The Exceptions approved by CVCC hereunder shall be referred to as the “Approved Exceptions.”

6.4 If any Exception is disapproved or deemed disapproved (each a “Disapproved Exception”), Donor shall have the right, but not the obligation, within thirty (30) days following expiration of the twenty (20) day period provided under Section 6.3 above, to cause each Disapproved Exception to be discharged, satisfied, released, or terminated, as the case may be, of record, and in a form that is reasonably satisfactory to CVCC and Escrow Agent, all at Donor’s sole cost and expense. Donor agrees to deposit into Escrow the sum sufficient to discharge any Disapproved Exception that may be discharged only by the payment of money. If Donor is unable or unwilling to obtain a discharge, satisfaction, release, or termination of any Disapproved Exception within the period specified above, then this Agreement shall automatically terminate ten (10) business days after expiration of the 30-day period for curing the Disapproved Exceptions or after Donor advises CVCC in writing that Donor is unable or unwilling to cause such discharge, satisfaction, release, or termination, whichever occurs first, unless within such 10-business-day period CVCC waives in writing such Disapproved Exception, in which event such Disapproved Exception shall be deemed an Approved Exception under this Agreement. If this Agreement terminates pursuant to the foregoing sentence, then Donor shall pay all charges of the Escrow Agent in connection with this transaction, including the charges of the surveyor and environmental engineering company; and the Parties shall be relieved of all further obligations and liabilities to each other under this Agreement except as otherwise provided herein, and all funds and documents deposited with Escrow Agent shall be promptly refunded or returned, as the case may be, by Escrow Agent to the depositing Party. Anything above to the contrary notwithstanding, it is understood and agreed that CVCC’s indemnity obligations under Section 5 shall not terminate upon termination of this Agreement pursuant to this or any other provision hereof.

7. Close of Escrow.

7.1 Title. Simultaneously with the Close of Escrow, Escrow Agent shall issue a CLTA Standard Coverage Policy of Title Insurance (“Title Policy”) in the amount of One Million and Five Hundred Thousand Dollars (\$1,500,000), subject only to (i) liens for real property taxes, bonds, and assessments not then due, and (ii) the Approved Exceptions.

7.2 Donor’s Deposits into Escrow. Donor shall deposit with Escrow Agent on or prior to the Close of Escrow the following documents:

(i) a grant deed in the form attached hereto as Exhibit “B” executed and acknowledged by Donor, conveying to CVCC good and marketable fee simple title to the Property, subject only to the Approved Exceptions (“Deed”);

(ii) all funds required to be placed in escrow by Donor; and

(iii) Donor’s approval of the draft of Escrow Agent’s closing statement.

7.3 CVCC’s Deposits into Escrow. CVCC’s approval of the Survey, and CVCC’s approval of the draft of Escrow Agent’s closing statement.

7.4 Closing Date. The conveyance of the Property to CVCC and the closing of this transaction (“Close of Escrow”) shall take place within one hundred twenty (120) days (“Closing Date”) following the establishment of an Escrow pursuant to Section 3 of this Agreement.

7.5 Closing Statements. No more than two days prior to the Closing Date, Escrow Agent shall deliver to CVCC and to Donor, for their respective approvals, drafts of Escrow Agent’s closing statement showing all receipts and disbursements of the Escrow.

7.6 Closing Instructions. On the Closing Date (or any extension thereof), Escrow Agent shall close Escrow as follows:

(i) record the Deed (marked for return to CVCC) with the Riverside County Recorder;

(ii) issue the Title Policy;

(iii) prorate taxes, assessments, rents, and other charges as provided in Section 7.7 below;

(iv) prepare and deliver to both CVCC and Donor one signed copy of Escrow Agent’s closing statement showing all receipts and disbursements of the Escrow;

(v) If Escrow Agent is unable to simultaneously perform all of the instructions set forth above, Escrow Agent shall notify CVCC and Donor and retain all funds and documents pending receipt of further instructions jointly issued by CVCC and Donor.

7.7 Closing Costs and Prorations. Escrow Agent shall allocate the following costs at the Close of Escrow:

(i) Donor shall pay:

(i) All charges in connection with issuance of the Preliminary Report and the Title Policy in the amount of \$1,500,000.00;

(ii) Any funds necessary to address Disapproved Exceptions as described in section 6.4;

(iii) Fifty percent (50%) of fees and charges levied by Escrow Agent.

(ii) CVCC shall pay:

(i) All governmental conveyancing fees and taxes due upon transfer of the Property, except that no documentary transfer tax will be payable with respect to this transaction, pursuant to Revenue and Taxation Code Section 11922;

(ii) The recording charges in connection with recordation of the Deed; except that this Deed is entitled to be recorded without a fee pursuant to Government Code Section 27383 because the Deed is for the benefit of a public agency;

(iii) All costs associated by environmental reports, including the Phase I Environmental Site Assessment Report, and any further testing and reports which may be reasonably necessary as a result of such report;

(iv) All charges related to any survey undertaken in connection with an ALTA Extended Policy of Title Insurance;

(v) Fifty percent (50%) of fees and charges levied by Escrow Agent.

7.8 Real Estate Taxes, Bonds, and Assessments. Donor shall pay real property taxes at the Close of Escrow based on the most current real property tax bill available, including any additional property taxes that may be assessed after the Close of Escrow, regardless of when notice of those taxes is received or who receives the notice. Donor may seek reimbursement from the Riverside County Tax Assessor's office for any property taxes that have been assessed for a period after the Close of Escrow as CVCC is a public agency exempt from payment of such taxes. CVCC further agrees to cooperate with Donor to provide any necessary information to the Assessor's office in connection with such request for refund. All installments of any bond or assessment that constitutes a lien on the Property at the Close of Escrow shall be paid by Donor.

7.9 Possession. Possession of the Property shall be delivered to CVCC at the Close of Escrow.

8. Acceptance. The acceptance of the Property by CVCC and the Closing of Escrow (as defined in Section 7) are subject to the satisfaction of the following no later than the Closing Date:

(i) CVCC's approval of the condition of the Property as provided in Section 4 and title to the Property as provided in Section 6. In addition, Donor shall remove any debris or trash from the Property prior to the Close of Escrow;

(ii) The representations and warranties of Donor set forth in Section 2.2 shall be true and accurate as of the Closing Date;

(iii) Donor's performance of all obligations under this Agreement;

(iv) No adverse material change shall have occurred with respect to the condition of the Property from the end of the Feasibility Period through the Closing Date;

(v) Escrow Agent being prepared to issue the Title Policy on the Close of Escrow, subject only to the Approved Exceptions.

9. The performance by the CVCC of its obligations under this Agreement shall relieve the CVCC of any and all further obligations or claims on account of the acceptance of the offer of dedication. The CVCC agrees to use the Property for the purposes of wildlife and plant habitat conservation pursuant to the CVMSHCP.

10. This Agreement and Escrow may be terminated by CVCC upon three (3) days written notice to Donor and Escrow Agent if the conditions to closing set forth in Section 8 have not been fulfilled on or before the Closing Date. Upon termination by CVCC pursuant to this Section 10, Donor shall be responsible for all costs and expenses of Escrow Agent.

11. As used in this Agreement, notice includes but is not limited to, the communication of any notice, request, demand, approval, statement, report, acceptance, consent, waiver and appointment. All notices must be in writing. Notice is given either (i) when delivered in person to the person or company intended named below, or (ii) when sent via reputable overnight courier (such as Federal Express), addressed by name and addressed to the party or persons intended, as follows:

To CVCC: Coachella Valley Conservation Commission
73-710 Fred Waring Drive, Suite 200
Palm Desert, CA 92260
Phone: (760) 346-1127
Attention: Executive Director

With copy to: Best Best & Krieger LLP
3390 University Avenue, 5th Floor
Riverside, CA 92501
Phone: (951) 686-1450
Attention: Special Counsel for CVCC

To Donor: KPC Development Company, LLC
9 KPC Pkwy., Ste. 301
Corona, CA 92879
Attn: Kali P. Chaudhuri, Manager

With copy to: KPC Development Company, LLC
9 KPC Pkwy., Ste. 301
Corona, CA 92879
Attn: General Counsel

until such time as a party gives notice of the change of address in accordance with the terms of this section.

12. This Agreement shall not be changed, modified or amended except upon the written consent of the Parties hereto.

13. This Agreement is the result of negotiations between the Parties and is intended by the Parties to be a final expression of their understanding with respect to the matters herein

contained. This Agreement supersedes any and all other prior agreements and understandings, oral or written, in connection therewith. No provision contained herein shall be construed against the CVCC solely because it prepared this Agreement in its executed form.

14. Donor, their assigns and successors in interest, shall be bound by all the terms and conditions contained in this Agreement, and all the parties thereto shall be jointly and severally liable thereunder.

15. This Agreement is not binding until executed by the Executive Director of the CVCC.

16. Notwithstanding any other provision of this Agreement or any other agreement between any of the Parties hereto, once the Property is conveyed to and accepted by the CVCC, the CVCC shall have no obligation to return the Property to the Donor under any circumstances, except in the sole and exclusive discretion of the CVCC.

17. CVCC agrees to cooperate with Donor to acknowledge receipt of the donation of the Property by signing Internal Revenue Form 8283 (Non-Cash Charitable Contributions) and any other tax-related forms or documents reasonably requested by Donor and to return any such forms to Donor within thirty business (30) days after CVCC's receipt of such forms from Donor. Notwithstanding the foregoing, CVCC makes no representation or warranty to Donor regarding the tax attributes of this transaction, nor shall CVCC endorse or otherwise acknowledge any valuation of the Property for tax purposes, it being understood that the Donor has obtained its own appraisals and tax advice for such purposes.

18. In addition to the indemnification in Section 2.3, above, Donor and its heirs, successors, and permitted assigns shall, at its sole cost and expense, indemnify, defend, protect, release, and hold harmless the CVCC and its Member agencies, including any of its officers, employees, commissions, and agents (collectively, "Indemnitees"), from and against any and all claims, actions, or proceedings (collectively, "Claims") arising out of or in any way relating to an environmental challenge of the Project, this Agreement, or both or any other matter related to the environmental approval of this Project, the purpose of which is to attack, set aside, void, or annul this Agreement or other approval of this Project, including without limitation any environmental determination that accompanies it. This indemnification shall include, but not be limited to, suits, damages, judgments, costs, expenses, liens, levies, attorney fees or expert witness fees that may be asserted or incurred by any person or entity, including the Donor, third parties and the Indemnitees, arising out of or in connection with the Agreement, any other approval of this Project and/or any environmental determination that accompanies it. Donor agrees to pay directly, or timely reimburse on a monthly basis, CVCC for all such costs of defense, including but not limited to, court costs, attorney fees, and time referenced herein. CVCC, at Donor's cost and expense, in its sole and absolute discretion, may elect to defend any lawsuit with counsel of its choice, or, to have the Donor provide the defense of the Indemnitees subject to CVCC's approval of defense counsel. Nothing herein shall prohibit CVCC from participating in the defense of any claim, action, or proceeding that is being defended by Donor. Donor's defense and indemnification of the Indemnitees as set forth herein shall remain in full force and effect throughout all stages of any litigation challenging the Project, including any and all appeals of any lower court judgments

rendered in the proceeding. The rights and obligations set forth in this Section shall survive termination of this Agreement.

19. In the event that any action or proceeding, including arbitration, is commenced by either CVCC or the Donor against the other to establish the validity of this Agreement or to enforce any one or more of its terms, the prevailing Party in any such action or proceeding shall be entitled to recover from the other, in addition to all other legal and equitable remedies available to it, its actual attorneys' fees and costs of litigation, including, without limitation, filing fees, service fees, deposition costs, arbitration costs and expert witness fees, including actual costs and attorneys' fees on appeal.

20. This Agreement is executed and is to be performed in Riverside County, California, and any action or proceeding brought relative to this Agreement shall be heard in the appropriate court in the County of Riverside, California. CVCC and the Donor each consent to the personal jurisdiction of the court in any such action or proceeding.

21. This Agreement may be executed in one or more counterparts. Each shall be deemed an original and all, taken together, shall constitute one and the same instrument.

[signature page follows]

SIGNATURE PAGE TO THE DONATION AGREEMENT BY AND BETWEEN THE COACHELLA VALLEY CONSERVATION COMMISSION AND KPC DEVELOPMENT COMPANY

IN THE WITNESS THEREOF, the Parties have caused this Agreement to be executed by their duly-authorized representatives on the date and year set forth below.

DONOR: KPC Development Company, a limited liability company

CVCC: Coachella Valley Conservation Commission, a public agency and a joint powers authority

By: _____
Kali P. Chuadhuri
Manager

By: _____
Tom Kirk
Executive Director

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

That land, situated in the State of California, County of Riverside, and described as follows:

The south half of the northeast quarter in section 17, Township 8 South, Range 11 East, San Bernardino Base and Meridian, in the County of Riverside, State of California, according to the official plat thereof.

APN 733-190-010

That land, situated in the State of California, County of Riverside, and described as follows:

The south half of the south half of the northeast quarter of the northwest quarter of section 17, Township 8 South, Range 11 East, San Bernardino Base and Meridian;

Excepting therefrom all crude oil, petroleum, gas, brea, asphaltum, and all kindred substances and other minerals as reserved in deed from Vina Olive Morse, a widow, and Marie E. Johnson, and unmarried woman, to George L. Cole, a married man, and Lester P. Heacock, a single man, recorded May 3 1961 as instrument no. 37453 of official records of Riverside County, California.

APN 733-190-012

That land, situated in the State of California, County of Riverside, and described as follows:

The north half of the south one half of the northeast quarter of the northwest quarter of section 17, Township 8 South, Range 11 East, San Bernardino Base and Meridian;

Excepting therefrom all crude oil, petroleum, gas, brea, asphaltum. And all kindred substance and other mineral as reserved in deed from Vina Olive Morse, a widow, and Marie E. Johnson, and unmarried woman, to George L. Cole, a married man, and Lester P. Heacock, a single man, recorded May 3, 1961 as instrument no. 37453.

APN 733-190-013

Exhibit B

Grant Deed

Recorded at request of and return to:

Coachella Valley Conservation Commission
74-199 El Paseo Ave., Ste 100
Palm Springs, CA 92260
Attn: Executive Director

FREE RECORDING

This instrument is for the benefit of the
Coachella Valley Conservation Commission,
and is entitled to be recorded without fee.
(Gov. Code, § 27383)

(Space above this line reserved for Recorder's use)

GRANT DEED

PROJECT: MULTIPLE SPECIES HABITAT CONSERVATION PLAN

APN: _____

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **KPC Development Company, a limited liability company**, herein called "**Grantor**", hereby GRANTS to **COACHELLA VALLEY CONSERVATION COMMISSION, a public agency and joint powers authority ("Grantee")**, the real property in the County of Riverside, State of California, described as:

See Exhibit "A" attached hereto and made a part hereof

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of the ___th day of _____, 20__.

Signature of Donor

ATTACH NOTARY ACKNOWLEDGEMENT

CERTIFICATE OF ACCEPTANCE

This is to certify that the real property conveyed by _____, (enter type of entity; sample: a Delaware limited liability company, on the Grant Deed dated _____, 2025, to the **COACHELLA VALLEY CONSERVATION COMMISSION** (Grantee), is hereby accepted by the undersigned officer on behalf of the Grantee, pursuant to authority conferred by resolution of the board, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated:

GRANTEE:

COACHELLA VALLEY CONSERVATION
COMMISSION, a public agency and a joint
powers authority

By: _____
Tom Kirk, Executive Director

Coachella Valley Conservation Commission

September 11, 2025



STAFF REPORT

Subject: Local Development Mitigation Fee Nexus Study Update

Contact: Peter Satin, Conservation Program Manager (psatin@cvag.org)

Recommendation: Authorize the Executive Director to enter into a Professional Services Agreement with Economic and Planning Systems, Inc., for a not-to-exceed amount of \$174,850 through April 30, 2026, to update the Local Development Mitigation Fee and related documents

Background: The Local Development Mitigation Fee (LDMF) is a development impact fee assessed on all development within the Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP) boundary that results in destruction of habitat due to ground disturbance on previously undisturbed land. The CVMSHCP is a multi-jurisdictional conservation plan that provides for the long-term conservation of ecological diversity in the Coachella Valley region of southern California. The 75-year plan covers an area of approximately 1.1 million acres designed to conserve 27 species, 27 natural communities, and three essential ecological processes in perpetuity. Payment of the LDMF provides for the acquisition, monitoring, and management of compensatory habitat in CVMSHCP-designated Conservation Areas. Revenues generated by the LDMF are complemented by funds provided by public agencies to mitigate impacts from regional infrastructure projects.

The LDMF is authorized through a nexus study connecting the habitat impacts from proposed development to the cost of conserving habitat within the CVMSHCP area. As applied, the LDMF imposes a disturbance-per-acre assessment on new development that the CVCC puts toward the purchase of property in Conservation Areas. The LDMF is currently predicated on a 2010 market analysis and 2011 nexus study, although the fee schedule is adjusted annually for inflation. At the CVCC's November 2023 meeting, CVCC staff presented findings from an internal review indicating that the existing LDMF schedule may be insufficient to support continued land acquisition to meet the CVMSHCP's conservation objectives and identified a number of strategies to address potential funding shortfalls. The first of these strategies – revising the acquisition policy to allow for greater flexibility in where CVCC staff prioritize acquisition efforts – was adopted by the CVCC in May 2024. The second strategy called for updating the LDMF nexus study and the underlying land valuations that inform it.

In June 2025, CVCC advertised a Request for Proposals (RFP) to update land valuations for private parcels within Conservation Areas and to apply these revised valuations to an updated LDMF nexus study. The RFP also included tasks to review and update as appropriate the assumptions made in the 2011 nexus study, including CVMSHCP implementation costs and the time horizon anticipated to complete land acquisition under the CVMSHCP. After a six-week advertisement, CVCC received two proposals from Economic and Planning Systems, Inc. (EPS) and from BAE Urban Economics, Inc. The proposals were reviewed by an evaluation committee consisting of representatives from CVCC staff, the City of Palm Desert, and the Desert Valley Builders Association. Upon review and interviews, the evaluation committee selected EPS as most qualified to perform the services required of the LDMF nexus update.

EPS has offices in Los Angeles, Sacramento and Oakland. EPS demonstrated experience in creating, reviewing, and updating financing plans for a variety of habitat conservation plans and/or natural community conservation plans, including the Western Riverside Multiple Species Habitat Conservation Plan. Currently, EPS is also responsible for updating the Coachella Valley Association of Governments' (CVAG) Transportation Uniform Mitigation Fee (TUMF) as a subconsultant to the consultant team that is revising CVAG's Transportation Project Prioritization Study. This may provide an opportunity for streamlined stakeholder engagement and fee implementation strategies across CVAG and CVCC.

CVCC staff is recommending the Executive Director be authorized to enter into a Professional Services Agreement with EPS. This authorization would allow the Executive Director and/or Legal Counsel to make clarifying contract changes prior to execution. If approved, the LDMF project is anticipated to be completed by April 2026, after which point CVCC staff will bring the revised nexus study and fee schedule to CVCC for adoption ahead of coordinating with local permittee staff on LDMF implementation.

Fiscal Analysis: The agreement with EPS is for a not-to-exceed amount of \$174,850. CVCC has funding available from existing and anticipated LDMF revenues for this work.

Attachment: Professional Services Agreement for EPS and scope of work

PROFESSIONAL SERVICES CONTRACT

between

COACHELLA VALLEY CONSERVATION COMMISSION (CVCC)
and
ECONOMIC & PLANNING SYSTEMS, INC.

THIS AGREEMENT is made and effective as of **September 11, 2025** between the Coachella Valley Association of Governments ("CVCC") and Economic & Planning Systems, Inc. ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on **September 11, 2025** and shall remain and continue in effect until tasks described herein are completed, but in no event later than **April 30, 2026** unless sooner terminated or extended pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall perform **PROFESSIONAL SERVICES** consistent with the provisions of the Request for Proposals for the proposed **Local Development Mitigation Fee Nexus Study Update**, released on June 25, 2025 (the "RFP,") and any modification thereto adopted in writing by the parties and identified herein and/or as an exhibit to this Agreement, upon issuance by CVCC of written authority to proceed (a "Notice to Proceed") as to either (a) a portion of the work if separate and independent tasks are contemplated or (b) all work if it constitutes a single project.

Except as amended herein or by the exhibits hereto, Consultant is bound by the contents of the RFQ and Consultant's response thereto. In the event of conflict, the requirements of this Agreement, including any exhibits, then the Request for Proposals, shall take precedence over those contained in Consultant's response.

The following exhibit(s) are attached and incorporated herein by

reference: Exhibit A: Scope of Work

Exhibit B: Price Formula (Consultant's Proposal)

3. PRICE FORMULA

CVCC agrees to pay Consultant at the rates set forth in Exhibit B, the Price Formula, and by reference incorporated herein. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **\$174,850** without a written amendment.

4. PERFORMANCE

Consultant shall at all times faithfully, competently and to the best of its ability, experience, and talent, perform all tasks required hereunder. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

Consultant shall submit informal progress reports to CVCC's Project Manager by telephone, e-mail or in person, on a weekly basis, in a form acceptable to CVCC, describing the state of work performed. The purpose of the reports is to allow CVCC to determine if the contract objectives and activities are being completed in accordance with the agreed upon schedule, and to afford occasions for airing difficulties or special problems encountered.

The Consultant's Project Manager shall meet with the CVCC Project Manager as needed.

5. PAYMENT

(a) If independent and separate Work Orders are contemplated, CVCC shall pay Consultant upon satisfactory completion of each Work Order; and, unless Consultant provides a performance bond, progress payments will not be made on individual or a collection of Work Orders. If all the work constitutes a single project, Consultant shall submit invoices for work completed on a periodic basis, no more frequently than monthly.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth in a duly issued Work Order.

(c) Consultant shall submit invoices for services performed in accordance with the payment rates and terms set forth in Exhibit B. The invoice shall be in a form approved by CVCC.

(d) A formal report of tasks performed and tasks in process, in a form acceptable to CVCC, shall be attached to each invoice.

(e) Consultant shall invoice no less frequently than monthly and submit invoices within 15 days of each month end except for the month end of June when invoices shall be submitted within 7 days. Invoices shall include the time period covered and be itemized for time and materials. Each invoice for payment must be accompanied by a written description. The description shall provide detail about the types of activities and specific accomplishments during the period for which the payment is being made. CVCC shall only make payments in the form of Electronic Fund Transfer (EFT).

(f) All invoices shall be consistent with current progress reports as well as the budget and work schedule set out in the RFP and, if modified or supplemented thereby, the exhibits to this Agreement.

(g) Upon approval by CVCC's Project Manager, payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If CVCC disputes any of Consultant's invoiced fees it shall give written notice to Consultant within thirty (30) days of receipt of the invoice.

6. INSPECTION OF WORK

Consultant shall permit CVCC the opportunity to review and inspect the project activities at all reasonable times during the performance period of this Agreement including review and inspection on a daily basis.

7. SCOPE OF WORK CHANGES

The scope of work shall be subject to change by additions, deletions or revisions by CVCC. Consultant shall be advised of any such changes by written notice. Consultant shall promptly perform and strictly comply with each such notice. If Consultant believes that performance of any change would justify modification of the Agreement price or time for performance, Consultant shall comply with the provisions for dispute resolution set out hereinbelow.

8. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) CVCC may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon Consultant seven (7) days prior written notice. Upon tender of said notice, Consultant shall immediately cease all work under this Agreement, unless further work is authorized by CVCC. If CVCC suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, CVCC shall pay Consultant only for work that has been accepted by CVCC. Work in process will not be paid unless CVCC agrees in writing to accept the partial work, in which case, prorated fees may be authorized. Upon termination of the Agreement pursuant to this Section, Consultant will submit a final invoice to CVCC. Payment of the final invoice shall be subject to approval by the CVCC Project Manager as set out above.

9. DEFAULT OF CONSULTANT

(a) Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, CVCC shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to Consultant. Provided, however, if such failure by Consultant to make progress in the performance of work hereunder arises out of causes beyond Consultant's control, and without fault or negligence of Consultant, it shall not be considered a default.

(b) As an alternative to notice of immediate termination, the CVCC Executive Director or his/her delegate may cause to be served upon Consultant a written notice of the default. Consultant shall then have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that Consultant fails to cure its default within such period of time, CVCC shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

10. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to work performed,

costs, expenses, receipts, and other such information that relates to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of CVCC or its designees at reasonable times to such books and records; shall give CVCC the right to examine and audit said books and records; shall permit CVCC to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Unless the RFP or exhibits hereto expressly provide otherwise, upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of CVCC and may be used, reused, or otherwise disposed of by CVCC without the permission of Consultant. With respect to computer files, Consultant shall make available to CVCC, at Consultant's office and upon reasonable written request by CVCC, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

11. INDEMNIFICATION FOR PROFESSIONAL LIABILITY

To the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless CVCC, its members and any and all of their officials, employees and agents from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs, which arise out of, pertain to, or relate to Consultant's negligent act(s) or failure(s) to act.

12. INSURANCE

(a) Throughout the term of this Agreement, Consultant shall procure and maintain the following: (1) Commercial General Liability insurance in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate for bodily injury, personal injury and property damage; (2) Professional Liability/Errors and Omissions insurance in an amount not less than \$1,000,000.00 per claim and in the aggregate; (3) Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in an amount not less than \$1,000,000 per accident combined single limit, at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability, Code 1 (any auto); (4) Workers' compensation in compliance with applicable statutory requirements and Employer's Liability Coverage in an amount not less than \$1,000,000 per accident or disease, Consultant shall submit to Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Agency, its officers, agents, employees and volunteers.

(b) Consultant shall include CVCC, its member agencies and any other interested and related party designated by CVCC, as additional insureds on the commercial general liability policy and the automobile liability policy for liabilities caused by Consultant in its performance of services under this Agreement and shall provide CVCC with a certificate and endorsement verifying such coverage. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant agrees to provide at least five (5) days notice prior to said expiration date and, prior to said expiration date, a new certificate of insurance and endorsements evidencing insurance coverage as

required herein for no less than the remainder of the term of the Agreement, or for a total period of not less than one (1) year. New certificates of insurance are subject to the approval of CVCC. In the event Consultant fails to keep in effect at all times insurance coverage as required herein, CVCC may, in addition to any other remedies it may have, terminate this Agreement.

(c) Consultant's insurance coverage shall be primary insurance as respects CVCC, its member agencies, and any other interested and related party designated by CVCC as additional insureds. Any insurance or self-insurance maintained by said additional insureds shall be in excess of Consultant's insurance and shall not contribute with it and, to the extent obtainable, such coverage shall be payable notwithstanding any act of negligence of CVCC, its members, or any other additional insured, that might otherwise result in forfeiture of coverage. Any failure to comply with reporting or other provisions of the policies, including breach of warranties, shall not affect coverage provided to said additional insureds. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by any party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to CVCC.

(d) Said insurance policy or policies shall be issued by a responsible insurance company with a minimum A. M. Best Rating of "A-" Financial Category "X", and authorized and admitted to do business in, and regulated by, the State of California.

(e) Evidence of all insurance coverage shall be provided to CVCC prior to issuance of the Notice to Proceed. Consultant acknowledges and agrees that such insurance is in addition to Consultant's obligation to fully indemnify and hold CVCC, its members and any other additional insureds free and harmless from and against any and all claims arising out of an injury or damage to property or persons caused by the acts or omissions of Consultant.

13. INDEPENDENT CONTRACTOR

(a) Consultant is and shall at all times remain as to CVCC a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither CVCC, its members, nor any of their officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of CVCC or its members. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against CVCC or its members, or bind CVCC or its members in any manner except as expressly authorized by CVCC.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, CVCC shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder. CVCC shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

14. LEGAL RESPONSIBILITIES

Consultant shall keep itself informed of State, Federal and local laws and regulations which in any manner affect those employed by it or in any way affect the performance of its services pursuant

to this Agreement. Consultant shall at all times observe and comply with all such laws and regulations. CVCC, its members, and their officers and employees, shall not be liable at law or in equity for any liability occasioned by failure of Consultant to comply with this Section.

Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, national origin, or any other unlawful basis.

15. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure was or will be used against or in concert with any officer or employee of CVCC in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of CVCC will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling CVCC to any and all remedies at law or in equity.

16. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of CVCC, nor its designees or agents, and no public official who exercises authority over or responsibilities with respect to the subject of this Agreement during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the services performed under this Agreement.

17. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without CVCC's prior written authorization. Consultant, its officers, employees, agents, or sub-consultants, shall not without written authorization from the CVCC Task Manager or unless requested by the CVCC Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property of CVCC. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives CVCC notice of such court order or subpoena.

(b) Consultant shall promptly notify CVCC should Consultant, its officers, employees, agents, or sub-consultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property of CVCC or its members. CVCC retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with CVCC and to provide the opportunity to review any response to discovery requests provided by Consultant. However, CVCC's right to review any such response does not imply or mean the right by CVCC to control, direct, or rewrite said response.

(c) Consultant covenants that neither it nor any officer or principal of Consultant's firm has any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of services hereunder. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by Consultant as an officer,

18. NOTICES

To CVCC: Executive Director
CVCC
74-199 El Paseo, Suite 100
Palm Desert, CA 92260

19. ASSIGNMENT/PERSONNEL

Because of the personal nature of the services to be rendered pursuant to this Agreement, there shall be no change in Consultant's Project Manager or members of the project team without prior written approval by CVCC.

20. MANAGEMENT

During the term of this Agreement, Consultant shall provide sufficient executive and administrative personnel as shall be necessary and required to perform its duties and obligations under the terms hereof.

21. SUBCONTRACTS

Unless expressly permitted in the RFP or the exhibits hereto, Consultant shall obtain the prior written approval of CVCC before subcontracting any services related to this Agreement. CVCC reserves the right to contract directly with any necessary subcontractors in the unlikely event it becomes necessary.

22. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect all licenses required of it by law for the performance of the services described in this Agreement.

23. GOVERNING LAW

CVCC and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the Riverside County Superior Court, Desert Branch.

Any dispute arising under this Agreement shall first be decided by the CVCC Executive Director or designee. Consultant shall give CVCC written notice within seven (7) days after any event which Consultant believes may give rise to a claim for an increase in compensation or a change in the performance schedule. Within fourteen (14) days thereafter, Consultant shall supply CVCC with a statement supporting the claim. CVCC shall not be liable for and Consultant hereby waives any claim or potential claim which Consultant knew or should have known about and which was not reported in accordance with the provisions of this paragraph. Consultant agrees to continue performance of the services during the time any claim is pending. No claim shall be allowed if asserted after final payment.

24. FINAL PAYMENT CERTIFICATION AND RELEASE

CVCC shall not be obligated to make final payment to Consultant until Consultant has fully performed under this Agreement and has provided CVCC written assurances that Consultant has paid in full all outstanding obligations incurred as a result of Consultant's performance hereunder. All obligations owing by CVCC to Consultant shall be deemed satisfied upon Consultant's acceptance of the final payment. Thereafter, no property of CVCC shall be subject to any unsatisfied lien or claim arising out of this Agreement.

25. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

26. FORCE MAJEURE

Neither party hereto shall be liable to the other for its failure to perform under this Agreement when such failure is caused by strikes, accidents, acts of God, fire, war, flood, governmental restrictions, or any other cause beyond the control of the party charged with performance; provided that the party so unable to perform shall promptly advise the other party of the extent of its inability to perform. Any suspension of performance by reason of this paragraph shall be limited to the period during which such cause of failure exists.

27. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

This Agreement may be executed in counterparts, with each Party signing a copy of this Signature Page, and the combined signed pages constituting one completely executed document.

This Agreement shall be executed with the use of electronic or digital signatures in order to be in effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

COACHELLA VALLEY CONSERVATION COMMISSION

By: _____
Tom Kirk, Executive Director

ECONOMIC & PLANNING SYSTEMS, INC.

By: _____
Teifion Rice-Evans, Managing Principal

EXHIBIT “A”

SCOPE OF WORK

See following pages.

DRAFT

3. Work Plan

EPS's proposed Work Plan/ Scope of Work is provided below. We have organized our proposed work plan around the RFP's work plan structure and four primary components, including: (I) Project Management; (II) Real Estate Trends Analysis and Land Valuation; (III) LDMF Nexus Study; and (IV) Implementation Documents. For some of these components, we have provided subtasks to capture the full range of work effort we believe is required.

These task descriptions are intended to provide clarity around the key work efforts required to update, adopt, and implement the LDMF and the associated deliverables and meetings. EPS is open to refining this work plan if appropriate.

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Part I Deliverables: Meeting Agendas. Minutes, Invoices, Monthly Progress Reports

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Part III includes a large number of additional tasks required to estimate plan implementation costs, external funding, fee funding required, and fee levels. It also includes outreach to stakeholders and the preparation of the nexus study. The cost estimates and fee calculations will be informed by the work conducted in **Part II**.

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- Management and Monitoring Costs
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Historically, the CVCC has received funding from non-fee funding to help defray some of the mitigation implementation costs. Based on recent and evolving funding expectations, EPS will work with CVCC to develop reasonable estimates of expected funding from these sources such as regional mitigation project payments, landfill tipping fees, etc. Estimated non-fee revenues will then be subtracted off total mitigation costs in order to determine the level of funding that will be required from the LDMF.

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EPS will prepare a Nexus Study to support adoption of the update LDMF that will provide: (1) the methodology, assumptions, and fee calculation; (2) LDMF schedule and general parameters/applicability of the fee program; and (3) necessary nexus findings consistent with the California Mitigation Fee Act to support the adoption of the fee; and (4) incorporate the latest legal changes. Based on Part IV work efforts, EPS will include additional information on fee program implementation including the process by which fees will be automatically updated annually and more comprehensively updated periodically.

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Task IV.1 – Fee Program Policy Decisions and Model Ordinance

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EPS will also work with CVCC staff, also based on stakeholder feedback, to develop a user's guide. This handbook/ guide will help clarify how the fee applies and will provide example fee calculations across different land uses. It will also explain/ illustrate how different fee program policy decisions could affect fee calculations.

Part IV Deliverable: Draft Model Ordinance; Draft and Final Implementation Handbook.

EXHIBIT “B”
PRICE FORMULA

See following pages.

DRAFT

Table: Proposed Budget Estimate

	Economic & Planning Systems Staff			Hours by Task	Direct Expenses*	Budget by Task
Tasks	Rice-Evans <i>Principal-in-Charge</i>	Sigman <i>Senior Advisor</i>	Damle <i>Project Manager</i>			
2025 Billing Rates	\$345	\$345	\$250			
Part I: Project Management						
Task II.1 - Project Management (1)	16	24	4	44	\$1,600	\$16,400
Part I Subtotal	16	24	4	44	\$1,600	\$16,400
Part II: Real Eate Trends Analysis and Land Valuation						
Task II.1 - Current Market Conditions	20	10	35	65	\$750	\$19,850
Task II.2 - Land Valuation	40	10	80	130	\$750	\$38,000
Part II Subtotal	60	20	115	195	\$1,500	\$57,850
Part III: LDMF Nexus Study						
Task III.1 - Review of Existing Nexus Study	7	0	8	15		\$4,415
Task III.2 - Plan Mitigation Requirements	4	2	8	14		\$4,070
Task III.3 - Implementation Costs	20	4	56	80		\$22,280
Task III.4 - External Revenue Streams	8	1	8	17		\$5,105
Task III.5 - Fee Calculation and Sensitivities	14	4	26	44		\$12,710
Task III.6 - Nexus Study Fee Report	16	4	35	55		\$15,650
Task III.7 - Stakeholder Outreach and Coordinations (2)	24	0	35	59	\$3,000	\$20,030
Part III Subtotal	93	15	176	284	\$3,000	\$84,260
Part IV: Implementation Policies and Documentation						
Task IV.1 - Fee Program Decisions/ Draft Model Ordinance	8	4	10	22		\$6,640
Task IV.2 - Fee Implementation Handbook	8	2	25	35		\$9,700
Task IV Subtotal	16	6	35	57		\$16,340
ESTIMATED TOTAL PROJECT HOURS	185	65	330	580		
ESTIMATED PROJECT BUDGET					\$6,100	\$174,850
*includes data acquisition costs						

(1) Includes kick-off meeting and 10 status/ check in meeting with CVCC staff; budget assumes status meetings are virtual.

(2) Includes up to six stakeholder outreach meetings; assumes up to three are in-person and rest virtual.



**Economic & Planning
Systems, Inc.**
The Economics of Land Use

Local Development Mitigation Fee Nexus Study Update

PROPOSAL

Prepared for:

Coachella Valley Conservation Commission

Prepared by:

Economic & Planning Systems, Inc.

August 08, 2025

EPS #254039

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August 08, 2025

Kathleen Brundige
Conservation Director
Coachella Valley Conservation Commission
74-199 El Paseo, Suite 100
Palm Desert, CA 92260

**Subject: Proposal to Provide Local Development Mitigation Fee Nexus Study Update;
EPS #254039**

Dear Kathleen Brundige:

Economic & Planning Systems, Inc. (EPS) is pleased to provide this proposal to update the Coachella Valley Conservation Commission (CVCC)'s Local Development Mitigation Fee (LDMF) under the Coachella Valley Multiple Species Habitat Conservation Plan (MSHCP).

The Coachella Valley MSHCP, a Habitat Conservation Plan and Natural Communities Conservation Plan, has played a critical role in balancing and supporting new growth and development in Coachella Valley with habitat conservation and species protection since its establishment in 2008. As with all HCP/ NCCP's, it is important to periodically update estimates of future implementation costs, funding sources, and, where appropriate, level of development mitigation fees that act as one of the critical funding sources for plan implementation.

EPS is a public finance and land use economics consulting firm in continuous operations since its founding in 1983 and currently with firm with offices in Los Angeles, Oakland, Sacramento, and Denver. EPS has been developing impact fee studies for jurisdictions throughout California since the passage of the Mitigation Fee Act in 1988 and has been working with regional entities and joint powers authorities to develop funding plans and habitat mitigation fee programs since the early 1990's.

EPS has played a role in establishing and/or updating the funding plans and mitigation fee programs for many of the large multi-jurisdictional, multi-species HCPs (and HCP/ NCCPs) in California. This includes but is not limited to the Western Riverside County MSHCP, the South Sacramento HCP, the East Contra Costa HCP/ NCCP, the San Joaquin County MSCP, the Natomas Bassin HCP, the Bakersfield Metro HCP. EPS is also currently working on the development of the San Diego North County MSCP, a strategic assessment of the key challenges to Western Riverside County MSCP implementation, and updates to the mitigation fee programs of other plans.



EPS acknowledges the receipt of the RFP addendum, which is signed and included in **Appendix A**. EPS does not have any personal, business, or financial relationship with the contractors and subcontractors that will be pursuing the work. This proposal shall remain valid for a period of not less than 180 days from the date of submittal.

Economic & Planning Systems, Inc. (EPS) will have contractual responsibility with CVCC and does not plan to incorporate any subcontractors. I, Teifion Rice-Evans, Managing Principal, will be EPS's project leader and contact person during the period of proposal evaluation. Our corporate address is 1330 Broadway, Suite 450, Oakland, CA 94612. Our main number is 510-841-9190 and fax number is 510-841-9208. I am located at this same address and can be reached directly by phone at 510-626-8453 or e-mail at triceevans@epsys.com.

EPS has great interest in working on this important project with the CVCC and supporting the continued successful implementation of the Coachella Valley MCSCP. As the EPS Principal-in-Charge and Project Manager, I am personally committed to the success of this engagement and will be readily available throughout the course of this project. The development of habitat mitigation fees has long been a specialty of mine. I have been engaged in these efforts for about thirty years and often make presentations on best practices in fee development.

By signing below, I am formally submitting this proposal and attest that all information submitted with the proposal is true and correct.

Sincerely,

ECONOMIC & PLANNING SYSTEMS, INC.

Teifion Rice-Evans
Managing Principal

1. Qualifications, Experience, References

Firm Profile

EPS is a land economics consulting firm, experienced in the full spectrum of services related to real estate development, the financing of public infrastructure and government services, land use and conservation planning, and government organization.

EPS was founded on the principle that real estate development and land use-related public policy should be built on realistic assessment of market forces and economic trends, feasible implementation measures, and recognition of public policy objectives, including provisions for required public facilities and services. These are EPS's areas of expertise:

- Real Estate Economics
- Public Finance
- Land Use and Transportation
- Economic Development and Revitalization
- Fiscal and Economic Impact Analysis
- Housing Policy
- Public-Private Partnership (P3)
- Parks and Open Space Economics

Since 1983, EPS has provided consulting services to hundreds of public- and private-sector clients in California, Colorado, and throughout the United States. EPS has four (4) offices located in Oakland, Los Angeles, and Sacramento, California, and Denver, Colorado. EPS is an S-Corporation and has a 50-person staff including 40 consultants and 10 administrative support staff. EPS's clients consist of cities, counties, special districts, educational and other nonprofit institutions, multijurisdictional authorities, property owners, developers, financial institutions, and land use attorneys.

Financial Condition

EPS has been in continual operation since 1983 and has provided high-quality consulting services through multiple economic cycles, including the Great Recession and recent pandemic. EPS has assessed the company's financial health by reviewing ratio of assets to liabilities, working capital, cash flow projections, credit ratings, profitability, and liquidity of assets and warrants that EPS is financially solvent and possesses sufficient experience, licenses, authority, personnel and working capital to complete the services required under a contract. There is no history of bankruptcy, pending litigation, outstanding claims in excess of twenty-five thousand (\$25,000) for or against the firm; planned office closures, nor impending mergers and acquisitions.

EPS Experience

EPS has had the opportunity to work on a large number of HCP/ NCCP's throughout California. Most of these plans have been multi-jurisdictional, multi-species plans where private land development is a substantial component of the covered activities and development of habitat/ development mitigation fees are an important funding source.

EPS projects in this field have primarily led by either Teifion Rice-Evans and/or Benjamin Sigman and include: (1) Western Riverside County MSHCP Mitigation Fee Update; (2) South Sacramento HCP funding plan and mitigation fee establishment and updates; (3) the East Contra Costa HCP/ NCCP funding plan and original mitigation fee program; (4) San Joaquin County MSCP funding plan and mitigation fee update; (4) original and annual updates to the Natomas Basin HCP; (5) contributions to the funding plan development for the Yuba/ Sutter and Butte County Habitat Conservation Plans; (6) land acquisition valuation for the Yolo County HCP/ NCCP. EPS is also currently involved in the update to Metro Bakersfield and development of the San Diego North County MSCP.

Because we have been involved in the update to numerous funding plans and mitigation programs, we are familiar with many of the challenges that fee programs face over time. Our recent and ongoing experience with the Western Riverside County MSCP, our involvement with the update to the Coachella Valley TUMF, as well as other projects in Riverside County will also complement our HCP experience and ability and allow us to move forward expeditiously.

EPS References

Reference #1: Western Riverside County MSCP Nexus Study/ Assessment

Aaron Gabbe, PhD, Regional Conservation Director
RCA/Riverside County Transportation Commission
(951) 787-7141; agabbe@rctc.org

Reference #2: Santa Monica Mountains Habitat Mitigation Fee Study

Thuy Hua, AICP, Supervising Planner, Environmental Planning and Sustainability
Los Angeles County Department of Regional Planning
(213) 974-6461; thua@planning.lacounty.gov

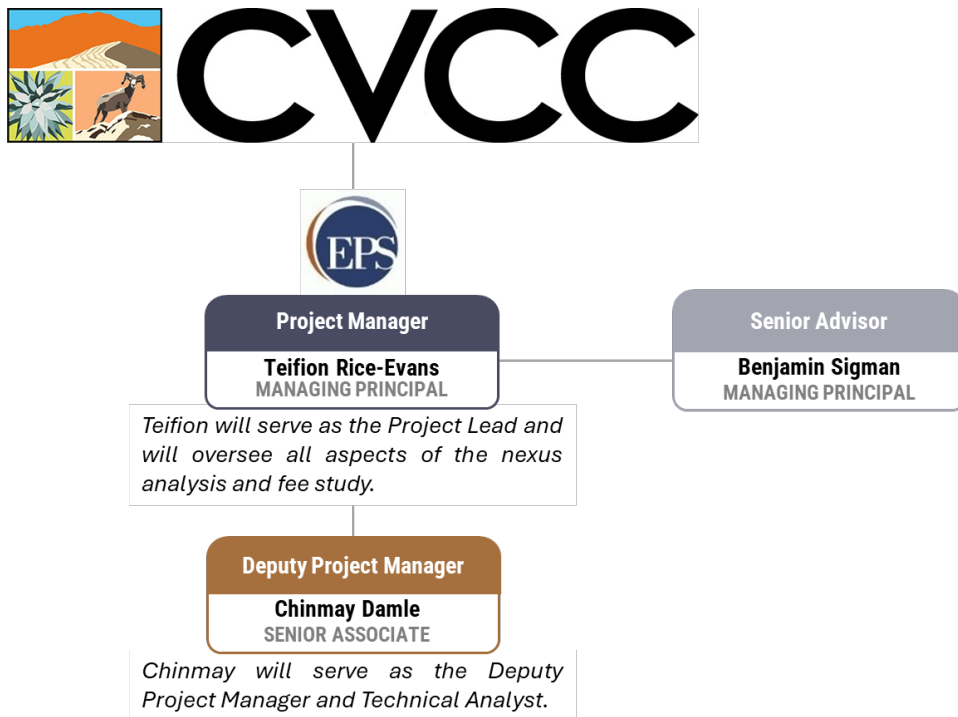
Reference #3: San Diego MSCP North County Funding Plan / In-Lieu Fee

Stephanie Neal, Project Manager
San Diego County, Sustainability Planning Division
(619) 510-5575; Stephanie.Neal@sdcounty.ca.gov

2. Proposed Staffing, Project Organization

The core EPS staffing team includes three (3) team members specifically picked for this project based on expertise and availability. The three EPS team members will be available for the duration of the project and will not be removed or replaced without CVCC written consent. An overview organizational chart showing the core EPS team members is provided below followed by a brief description of the role and background of the core staff. Resumes are included in **Appendix B**.

Table 1 Project Organizational Chart



Teifion Rice-Evans, Managing Principal

Role: Project Manager

Teifion is a land use economist with 30 years of experience, all of which as a consultant at EPS. He directs complex consulting assignments in the areas of conservation finance and economics, real estate economics, and economic/ fiscal impact analysis. His clients include public agencies, nonprofits, and private developers. Teifion has particular expertise in the financing and economics of Habitat Conservation Plans. He has contributed to funding plan development for

or economic analysis of California HCPs in Riverside County, San Joaquin County, Orange County, Sacramento County, Butte County, Yuba and Sutter Counties, Contra Costa County, and Solano County. Teifion is based in the EPS Oakland Office and serves clients throughout the western United States. Teifion holds Bachelors and Masters Degrees in Economics from the University of Cambridge.

Benjamin C. Sigman, Managing Principal

Role: Project Advisor

Ben is a land use economist with more than 20 years of experience, including the last twelve years at EPS. He provides consulting services for public, private, institutional, and not-for-profit clients. With significant experience analyzing land use projects and policies, his expertise includes real estate, municipal finance, regional economics, and environmental economics. Ben's experience includes work for the US Fish & Wildlife Service on critical habitat designations, as well as funding analyses for habitat conservation plans. He is particularly interested in program and policy analysis at the intersection of urban development and open space preservation. Ben is based in the EPS Oakland Office. Ben holds a Bachelor of Arts degree in Economics from Colby College and a Master of Science degree in Agricultural and Resource Economics from the University of California, Davis.

Chinmay Damle, Senior Associate

Role: Deputy Project Manager and Technical Analyst

Chinmay is a Senior Associate in EPS's Los Angeles office with six years of experience in the planning field, including four at EPS. At EPS Chinmay provides research, analytical, and documentation necessary to complete study assignments. His recent development impact fee experience includes comprehensive fee update for the City of Paramount and development impact comparisons for multiple jurisdictions in California, including projects for Western Riverside Council of Government and the City of Carlsbad. In addition, he has completed several project-level fiscal impact analyses that involve similar service population estimates and cost allocation analysis similar to those in nexus studies. Chinmay joined EPS in 2021 following previous work for an environmental documentation and compliance firm and brings technical rigor and quantitative skills to all assignments.

3. Work Plan

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Part IV Deliverable: Draft Model Ordinance; Draft and Final Implementation Handbook.



**Economic & Planning
Systems, Inc.**
The Economics of Land Use

Appendices

- Appendix A: Signed Addenda**
- Appendix B: Resumes**
- Appendix C: Relevant Project Experience**
- Appendix D: Litigation History**
- Appendix E: Agreement Exceptions**



**Economic & Planning
Systems, Inc.**
The Economics of Land Use

Appendix A: Signed Addenda



**REQUEST FOR PROPOSALS
FOR
PROFESSIONAL SERVICES
FOR
LOCAL DEVELOPMENT MITIGATION FEE
NEXUS STUDY UPDATE**

ADDENDUM

Addendum Date: July 16, 2025

Purpose: This addendum supplements, amends, and takes precedence over the original Request for Proposal (RFP) and shall be considered when preparing proposals and shall become part of the Contract documents. Proposers shall review the Addendum work and requirements in detail and incorporate any effects the Addendum may have on their scope of services and cost for their submitted proposal response.

Note: All requirements of the RFP documents remain unchanged except as cited herein.

Questions & Requests:

The following are clarifications and responses to the questions received by the Coachella Valley Conservation Commission (CVCC) as of 2:00 p.m. on July 14, 2025.

Information Available from CVCC

1. **Question:** Will CVCC be able to provide information on its recent land acquisitions (including acres, price, location) to consultant team?

Response: Yes, CVCC is able to provide its historic acquisition data in both tabular and geospatial format to the consultant upon contract execution. Proposers may also review the Reserve Assembly section of available CVMSCHP annual reports [here](#) and the most recent LDMF annual report [here](#) for published acquisition data.

2. **Question:** Will CVCC be able to provide information on its recent annual expenditures on preserve management and monitoring and any other ongoing costs that might be covered by the fee? (e.g., program administration costs)

Response: Yes, CVCC is able to provide its historic management and monitoring expenditures to the consultant upon contract execution. Proposers may also review the Expenditures section of available CVMSHCP annual reports, linked above, for generalized management and monitoring expenditures.

3. **Question:** Are there any current consultants CVCC has under contract that would be able to provide insights on plan implementation costs?

Response: CVCC contracts with a number of entities to facilitate management and monitoring activities under the CVMSHCP. The [Urban Conservation Corps of the Inland Empire](#) provides many land management services and the [University of Riverside Center for Conservation Biology, Palm Desert](#) provides many biomonitoring services.

4. **Question:** Are there any new or emerging biological issues that require specialized biological cost estimating?

Response: The potential listing of the western burrowing owl under the California Endangered Species Act, increased need for Peninsular bighorn sheep fencing along the urban-wildland interface, and targeted restoration of mesquite hummocks as a result of groundwater depletion all pose novel challenges to CVMSCHP implementation.

Land Valuation

5. **Question:** Can you confirm you are looking for a certified/ licensed appraiser to be involved in the land value analysis?

Response: It is CVCC's strong preference that a qualified appraiser conduct, review, and approve the land value analysis.

6. **Question:** Can you provide a list of appraisers CVCC typically uses when acquiring properties?

Response: CVCC's land acquisition manager has assembled a bench of qualified land appraisers including [Capital Realty Analysts](#); [Curtis-Rosenthal, Inc.](#); [Dore Group](#); [Integra Realty Resources, Inc.](#); and [Jones, Roach and Caringella, Inc.](#); among others, although not all of these firms have completed appraisals for CVCC.

Acknowledgement: Proposers must acknowledge receipt of this Addendum by signing in the space provided below. This signed Addendum shall be included with your submitted proposal response.

Authorized Signature: _____



Date: 08/08/2025

Company: Economic & Planning Systems, Inc.



**REQUEST FOR PROPOSALS
FOR
PROFESSIONAL SERVICES
FOR
LOCAL DEVELOPMENT MITIGATION FEE
NEXUS STUDY UPDATE**

FINAL ADDENDUM

Addendum Date: July 25, 2025

Purpose: This addendum supplements, amends, and takes precedence over the original Request for Proposal (RFP) and shall be considered when preparing proposals and shall become part of the Contract documents. Proposers shall review the Addendum work and requirements in detail and incorporate any effects the Addendum may have on their scope of services and cost for their submitted proposal response.

Note: All requirements of the RFP documents remain unchanged except as cited herein.

CVCC is extending the deadline for receiving proposals to **Friday, August 8, 2025 by 2:00 p.m.**

CVCC intends to select a shortlist of proposers to invite for virtual interviews to be conducted on *Wednesday, August 20, 2025*. We ask proposers to hold that date for interviews should they be selected as a shortlist finalist.

Acknowledgement: **Proposers must acknowledge** receipt of this Addendum by signing in the space provided below. This signed Addendum shall be included with your submitted proposal response.

Authorized Signature: 

Date: 08/08/2025

Company: Economic & Planning Systems, Inc.



**Economic & Planning
Systems, Inc.**
The Economics of Land Use

Appendix B: Resumes



Teifion Rice-Evans

Managing Principal

Teifion Rice-Evans is a land use economist with over 30 years of experience. He directs complex consulting assignments in the areas of conservation and public finance, land use economics, and economic/fiscal impact analysis. His clients include public agencies, nonprofits, and private developers.

Teifion has particular expertise in the financing and economics of conservation and open spaces plans, including Habitat Conservation Plans and Natural Community Conservation Plans. This includes developing funding plans and mechanisms for numerous multi-species, multi-jurisdictional conservations plans throughout California. He is based in the EPS Oakland Office and serves clients throughout the western United States.

SELECTED PROJECT MANAGEMENT EXPERIENCE

● WESTERN RIVERSIDE COUNTY MSHCP (HCP/ NCCP)

After almost 20 years of implementation, EPS evaluated and updated the funding plan for the Western Riverside County Regional Conservation Authority (RCA). Working closely with RCA staff and Board members, EPS estimated future plan implementation costs, funding sources, and funding required from mitigation fees. EPS then developed a new nexus study and updated mitigation fee program. EPS is currently working to support the development of the Strategic Improvement Assessment and Action Plan (SIAAP) for this MSHCP.

● SOUTH SACRAMENTO HCP

EPS worked as part of the consulting team that developed the South Sacramento Habitat Conservation Plan. EPS developed comprehensive plan implementation costs estimates, including one-time, on-going, and post-permit endowment costs. Working with the County and stakeholders, EPS then developed a habitat mitigation fee program that covered these costs, while also providing opportunities for land dedication by large developments.

● CLARK COUNTY DESERT CONSERVATION PLAN (HCP)

After 20 years of implementation, Clark County is working on an update and permit extension for its Desert Conservation Plan. EPS recently worked with Clark County to develop an updated funding plan. To understand costs and funding sources used by different HCP's, EPS conducted case studies of multiple HCPs. EPS then worked closely with Clark County to develop cost estimates of the updated conservation activities and determine the adjusted funding and fee program that could cover those costs.

● ECONOMIC BENEFITS OF CALIFORNIA HABITAT CONSERVATION PLANS

EPS evaluated the effects of multi-species regional HCPs (and NCCPs) in California to the private and public sector. Through case studies of four California regional conservation plans and the prior literature on the subject, EPS articulated the broad range of economic benefits provided by implemented California conservation plans. Three primary effects were evaluated including benefit to the business community, facilitation of regional infrastructure, and public sector efficiency improvements.

Education

University of Cambridge, U.K.,
Masters in Economics, 1995

University of Cambridge, U.K.,
Bachelor of Arts, 1992

Seminars/Panels

Mitigation Fees and the U.S.
Supreme Court's Sheetz
Decision; California American
Planning Association
Conference, 2024

Pandemic Impacts on Public
Agency Economic and Fiscal
Vulnerability; Western Riverside
Council of Governments
Webinar, April 2020

East Bay Regional Park District
Forum; Quantify Our Quality of
Life; 2017

National Habitat Conservation
Plan Coalition; Economic
Benefits of Habitat Conservation
Plans; 2014

Northern California Conservation
Partners Conference, 2007:
Challenges to HCP Financing

Awards

Association of Environmental
Professionals/ Outstanding
Document: East Contra Costa
County HCP/ NCCP

California American Planning
Association/ Merit Award: Paso
Robles Purple Belt

Affiliations

Association of Environmental
and Resource Economists

Association of Real Estate and
Urban Economists

American Planning Association,
California Chapter



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The Economics of Land Use

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510 841 9190



triceevans@epsys.com

● **NATOMAS BASIN HCP**

In the mid-1990's, EPS helped develop the original HCP and the associated funding strategy and mitigation fee. Over the last thirty years, EPS has worked with the Natomas Basin Conservancy to refine and update the funding plan and mitigation fee program. This has included adjusting the plan based on court review, the impacts of major recessions, and the development of long-term endowments.

● **EAST CONTRA COSTA COUNTY HCP/ NCCP**

EPS helped develop the original East Contra Costa County HCP/ NCCP. Based on the conservation strategy, EPS developed estimates of land acquisition and other costs and helped develop the plan funding strategy. EPS also helped develop the mitigation fee system that funds a substantial portion of the Plan's conservation efforts. More recently, EPS has worked with the East Bay Regional Park District (EBRPD) to support their role in plan implementation.

● **SAN JOAQUIN COUNTY MULTI-SPECIES HABITAT CONSERVATION PLAN AND OPEN SPACE PLAN (HCP)**

EPS developed a new funding plan and system for the San Joaquin Council of Governments (SJCOG) for their Multi-Species Habitat Conservation Plan. This included reviewing costs and funding sources, providing public briefings, and working with stakeholders. As part of this effort, a system for ensuring adaptable financing was established supporting the plan's financial sustainability through time. The method of funding plan and mitigation fee adjustments established has been used subsequently.

● **SANTA MONICA MOUNTAINS HABITAT MITIGATION FEE**

The California Coastal Commission established a requirement for a habitat mitigation fee for activities in the Santa Monica Mountains in 2014. EPS led a consulting team that worked closely with Los Angeles County staff and stakeholders to estimate implementation costs associated with the requirements and to develop an updated habitat mitigation fee. The updated fee program was certified by the Coastal Commission in 2024.

● **BAKERSFIELD HABITAT CONSERVATION PLAN (HCP)**

EPS is part of a consulting team working to update the 1994 Metro Bakersfield Habitat Conservation Plan. EPS has developed initial estimates of plan implementation costs under different scenarios and the associated funding requirements.

● **YOLO HABITAT CONSERVATION PLAN/ NATURAL COMMUNITY CONSERVATION PLAN (HCP/ NCCP)**

EPS worked as part of a consulting team to develop initial estimates of implementation costs and funding options for the now-adopted Yolo County HCP/ NCCP.

● **BUTTE REGIONAL HABITAT CONSERVATION PLAN/ NATURAL COMMUNITIES PLAN (HCP/ NCCP)**

EPS worked with the Butte County Association of Governments (BCAG) to help estimate plan implementation costs and funding options for early drafts of the HCP/ NCCP.

● **ORANGE COUNTY CENTRAL/ COASTAL NCCP (HCP/ NCCP)**

EPS worked with the Natural Communities Coalition to evaluate and articulate the economic benefits of the Orange County Central/ Coastal NCCP. This plan was developed in the 1990's to provide a path forward for conservation and economic development and resulted in the creation of major preserves.

● **LOS OSOS HABITAT CONSERVATION PLAN (HCP)**

EPS worked as part of the consulting team that developed the Los Osos Habitat Conservation Plan. EPS supported the development of the HCP funding chapter, including cost estimates and funding approach.

● **EAST BAY REGIONAL PARK DISTRICT**

The East Bay Regional Park District in the San Francisco Bay Area is one of the largest regional park districts in the U.S. EPS evaluated the economic and public benefits of the provision of over 100,000 acres of parks, trails, and open space by the East Bay Regional Park District throughout Alameda and Contra Costa Counties. EPS described and quantified the effects on regional competitiveness, economic output and incomes, property values, green transportation, and health benefits. The report helped to inform the public about the benefits of parks and open space and, in turn, supported the passage of voter-approved financing measures.



Benjamin C. Sigman

Managing Principal

Education

Master of Science in
Agricultural and Resource
Economics, University of
California, Davis, 2003

Bachelor of Arts in
Economics, Colby College,
1999

Employment History

Principal and Vice
President, AECOM
(2009-2011)

Senior Associate,
Economics Research
Associates (2005-2008)

Associate, Economic &
Planning Systems
(2004-2005)

Research Analyst,
Industrial Economics, Inc.
(1998-2002)



Economic & Planning Systems, Inc.

The Economics of Land Use

www.epsys.com

Benjamin C. Sigman is a land use economist with more than 20 years of experience providing consulting services for public- and private-sector clients. Mr. Sigman possesses significant expertise in analyzing land use policy, including environmental regulation. He has experience with benefit-cost analysis and program analysis related to the Endangered Species Act, most recently with funding analysis for Section 10 Habitat Conservation Plans. He also has authored studies that evaluate the economic and fiscal impacts resulting from wide-ranging activities, including land conservation, recreation activities, infrastructure development, and related commercial operations.

Prior to EPS, Mr. Sigman worked for AECOM (New York, New York, and San Francisco, California) and Industrial Economics, Inc. (Cambridge, Massachusetts), providing economic and advisory services to federal, state, and local government clients. His work included Endangered Species Act critical habitat rulemaking analyses, natural resource damage assessment, and litigation support.

SELECTED PROJECT MANAGEMENT EXPERIENCE

● SOUTH SACRAMENTO HABITAT CONSERVATION PLAN

Senior economist for the South Sacramento Habitat Conservation Plan (HCP). Mr. Sigman analyzed HCP mitigation requirements and associated costs. The analysis calculated mitigation impacts fee levels for various land cover types included within the HCP. As part of the effort, Mr. Sigman assisted in authorship of the HCP and supporting technical documentation. Since approval of the Plan, Mr. Sigman has continued to provide economics support to the implementing entity, including an audit of implementation costs and associated mitigation fee update.

● BAKERSFIELD HABITAT CONSERVATION PLAN

Senior economist for the financing chapter of the Bakersfield Regional Conservation Plan. Mr. Sigman worked closely with the consultant team to estimate program costs and to calculate fee levels required to support the Plan. As part of the effort, Mr. Sigman assisted with authorship of the Funding Chapter and supporting technical appendix for the Plan. Mr. Sigman's more recent efforts focused on crafting and analyzing cost efficiency options for the Plan. These analyses focused on cost-cutting measures and their effect on mitigation fee levels.

● ECONOMIC SUSTAINABILITY PLAN FOR THE SACRAMENTO-SAN JOAQUIN DELTA

EPS project manager and senior economist for an in-depth examination of the regional economic factors affecting this vital agricultural region of Northern California. The study informed policies to protect and enhance the Delta economy and its natural resources for future generations, responding to increased economic and environmental stress, as well as the implications of several proposed water conveyance infrastructure projects. Mr. Sigman provided extensive analysis of recreation-related economic impacts.



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510.841.9190



bsigman@epsys.com

- **ECONOMIC ANALYSIS OF CRITICAL HABITAT DESIGNATION**

Senior economist for various studies of the economic cost associated with land use regulations stemming from the Endangered Species Act, to aid the US Fish and Wildlife Service and NOAA in meeting legal requirements for designation of critical habitat. Mr. Sigman analyzed critical habitat designations for a variety of species, including West Coast salmon, arroyo toad, and Tiger Salamander. As part of these studies, he examined impacts on water project operations, agriculture, real estate development, and other economic activities.

- **CALIFORNIA REGIONAL HABITAT CONSERVATION PLAN WHITE PAPER**

Co-author of a white paper on the Economic Effects of Regional Habitat Conservation Plans, prepared for the California Habitat Conservation Planning Coalition. The white paper evaluated economic benefits to the private and public sectors from HCPs. The study draws conclusions from academic and professional literature as well as a case study analysis of HCP-covered areas around California.

- **REGIONAL ADVANCE MITIGATION PLAN (RAMP) FUNDING AND FINANCING**

Economics advisor to a team consisting of the Nature Conservancy, Metropolitan Transportation Commission, and the Coastal Conservancy on funding and financing for RAMP in the Bay Area. Mr. Sigman explored the applicability of wide-ranging funding opportunities and made recommendations for near-term and long-term options. The study relied on recent literature and an extensive interview process to clarify the opportunities and constraints associated with current funding sources and potential new sources of funds. The analysis also considered financing and other strategies to leverage funding, including conservation banking and alternative project delivery methods.

- **BUTTE REGIONAL CONSERVATION PLAN**

Senior economist for the financing section of the Butte County Regional Conservation Plan (NCCP/HCP). Mr. Sigman worked closely with the consultant team to estimate restoration and management costs and calculate fee levels required to support the Plan. As part of the effort, Mr. Sigman assisted with authorship of the Funding Chapter and supporting technical appendix for the Plan.

- **NATIONAL PARK SERVICE BASELINE VALUATION STUDY**

Economic analyst for a study to quantify the intensity and economic value of a variety of recreational activities at National Park Service units throughout the United States, to aid the Park Service in preparing for potential litigation resulting from damages to park resources. Mr. Sigman developed, tested, and administered visitor surveys to identify recreation preferences and collected resource-attribute data to establish park characteristics. He also analyzed data to estimate economic values for specific visitor activities.

- **EAST BAY REGIONAL PARK DISTRICT ECONOMIC STUDY**

Senior economist for a review of economic benefits generated by the East Bay Regional Park District. Mr. Sigman conducted extensive review of the economic literature related to parkland economic value, including use values, property value effects, and health-related benefits. The review updated prior work conducted by EPS and highlights open space benefits that are increasingly acknowledged by economists and parkland managers.

- **ECONOMIC ASSESSMENT OF THE NANTUCKET AND MONOMOY NATIONAL WILDLIFE REFUGES**

Economic analyst for a study of the economic contribution of Nantucket and Monomoy National Wildlife Refuges. Mr. Sigman conducted interviews and research on recreational and commercial uses of refuge lands. He identified key economic activities and quantified direct and indirect economic impacts attributable to the refuges.

- **SARATOGA RACE COURSE ECONOMIC IMPACTS**

Senior economist for a regional economic analysis of the Saratoga Race Course to assist the Saratoga County Industrial Development Agency in communicating the economic and fiscal benefits of the Race Course. Mr. Sigman's analysis quantified the direct and indirect economic benefits of operations, including to regional tourism.

- **NATURAL RESOURCE DAMAGE ASSESSMENT FOR THE HUDSON RIVER**

Economic analyst for a study of the economic value of recreational losses caused by the release of toxic substances into the Hudson River. Mr. Sigman developed, tested, and administered angler surveys to identify recreational fishing preferences. He identified resource characteristics and assisted with estimating recreational impacts.



Education

Bachelor of Sciences in
Earth System Sciences, UC
Irvine, 2016

Master of Urban Planning,
USC, 2021

Previous Employment

Course Assistant,
University of Southern
California

Environmental Analyst,
FirstCarbon Solutions

Energy and
Environmental Associate,
West Valley-Mission
Community College
District

Affiliations

American Planning
Association



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www.epsys.com

Chinmay Damle

Senior Associate

Chinmay Damle joined EPS as an Associate in 2021, bringing academic and professional experience in land use, economic development, real estate economics, and California environmental review. His portfolio at EPS includes affordable housing, development feasibility and policy analysis, and socioeconomic data analytics. Before joining EPS, Chinmay was an Analyst at FirstCarbon Solutions, responsible for developing environmental documents and analyzing potential impacts as required by the California Environmental Quality Act (CEQA).

SELECTED PROJECT EXPERIENCE

- **CITY OF PARAMOUNT DEVELOPMENT IMPACT FEE UPDATE**
EPS has been engaged by the City of Paramount to update existing development fee categories and to explore the feasibility of potential new fees. EPS's work has included a review of existing and adopted service standards; development of an impact fee CIP to reflect future facility needs and associated costs; and completion of a public draft nexus analysis that is compliant with the requirements of AB 1600 and AB 602. Additionally, EPS is conducting a linkage fee study to calculate allowable fees associated with commercial development. Chinmay is serving as a technical analyst, performing research, creating models and drafting deliverables.
- **CITY OF CARLSBAD MULTIMODAL TRANSPORTATION IMPACT FEE PROGRAM**
EPS is part of a team led by Fehr & Peers that is engaged to update the City of Carlsbad's transportation impact fee program. The City is looking to transition its existing fee program to one that is focused on funding multimodal transportation improvements. EPS is responsible for establishing the nexus between identified improvements and new development; calculating the maximum allowable fee on new development by land use type; and writing a nexus study compliant with the requirements of AB 1600 and AB 602. EPS is also conducting a comparison of peer city fee programs to inform the adopted fee level. Chinmay is serving as a technical analyst, performing necessary research and drafting deliverables.
- **WRCOG FEE COMPARISON ANALYSIS**
EPS has helped Western Riverside Council of Governments (WRCOG) complete several fee comparison analyses as part of its regular efforts to update and provide transparent fee information to member jurisdictions.. Chinmay served as a technical analyst, updating and calculating fee estimates for various land use prototypes across 30 different jurisdictions, including both WRCOG member agencies and surrounding communities.
- **PALM SPRINGS INCLUSIONARY HOUSING AND COMMERCIAL LINKAGE FEE NEXUS STUDY**
On behalf of the City of Palm Springs, EPS analyzed the possibility of developing a local inclusionary housing ordinance and a commercial linkage fee. EPS tasks included conducting an economic feasibility study to understand the impacts of an inclusionary policy on new development and to calculate allowable linkage fees associated with commercial development. Chinmay served as the project manager and primary analyst for the study.



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213 489 3838



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Appendix C: Relevant Project Experience

Appendix C: Relevant Project Experience

EPS has been working on large-scale, the funding plans and mitigation fees for multi-species, multi-jurisdictional Habitat Conservation Plans since the mid-1990's. In many cases, EPS helped establish the funding plan and mitigation fee program with initial adoption of the HCP, while in others EPS has updated these plans and programs.

At the current time, EPS is actively working on the following plans:

- San Diego MSCP North County Plan Funding Strategy and In-Lieu Fee
- Western Riverside County MSCP Strategic Assessment.
- South Sacramento County Habitat Conservation Plan Mitigation Fee Update.
- Sonoma County HCP/ NCCP Funding Strategy Development.

In recent years, we have completed Nexus Studies and Fee Programs for: (1) LA County and the Coastal Commission for the Santa Monica Mountains (2023); (2) Nexus Study Update for the Western Riverside County MSCP (2020); and (3) Implementation Cost and Funding Analysis for the Clark County, Nevada Desert Conservation Program (2022).

Links to different EPS reports are provided below (additional reports can be provided on request):

Santa Monica Mountains Habitat Mitigation Fee Study

Published on the Coastal Commission website; the EPS report is Exhibit 4 and starts of PDF Page 36 of 52.

<https://documents.coastal.ca.gov/reports/2024/8/F10a/F10a-8-2024-exhibits.pdf>

Western Riverside County MSCP Nexus Study

Published on the Western Riverside County's Resource Conservation Authority website:

https://www.wrc-rca.org/wp-content/uploads/2023/08/MSHCP_Fee_Nexus_Report_2020.pdf



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Appendix D: Litigation History

Appendix D: Litigation History

Neither Economic & Planning Systems, Inc., nor any of its principals, has been named in a claim or lawsuit related to the firm's provision of goods or services over the past five (5) years.



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Appendix E: Agreement Exceptions

Appendix E: AGREEMENT EXCEPTIONS

EPS would like to request the addition of the following words in Section 11 of the Draft Professional Services Agreement provided in the RFP, so that it reads:

11. INDEMNIFICATION FOR PROFESSIONAL LIABILITY

To the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless CVCC, its members and any and all of their officials, employees and agents from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs, which arise out of, pertain to, or relate to Consultant's ~~alleged~~ negligent act(s) or failure(s) to act.



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Local Development Mitigation Fee Nexus Study Update

FEE PROPOSAL

Prepared for:

Coachella Valley Conservation Commission

Prepared by:

Economic & Planning Systems, Inc.

August 08, 2025

EPS #254039



August 08, 2025

Kathleen Brundige
Conservation Director
Coachella Valley Conservation Commission
74-199 El Paseo, Suite 100
Palm Desert, CA 92260

**Subject: Fee Proposal to Provide Local Development Mitigation Fee Nexus Study
Update; EPS #254039**

Dear Kathleen Brundige:

Economic & Planning Systems, Inc. (EPS) is pleased to submit the attached cost proposal to accompany our proposal to complete the Local Development Mitigation Fee Nexus Study Update for the Coachella Valley Conservation Commission. EPS anticipates that the proposed Scope of Work can be completed for a not-to-exceed cost of **\$174,850**.

EPS's cost proposal is detailed in the table on the following page. The proposal covers all costs associated with the tasks, materials, travel, and meetings described in the submitted Scope of Work. Expenses for travel, data, and other project related items are billed at cost. Project delays or changes in scope or policy direction may require re-scoping and/or budget amendments. Additional tasks or meetings requested by the City will be billed on a time-and-materials basis at our firms' standard hourly rates. Charges are based on the amount of time actually spent. Invoices are submitted monthly and are payable upon receipt. The EPS team reserves the right to re-allocate budget between tasks without Client's consent so long as the total budget amount is not exceeded.

We look forward to hearing from you. I can be reached at (510) 626-8453 or triceevans@epsys.com.

Sincerely,

ECONOMIC & PLANNING SYSTEMS, INC.

Teifion Rice-Evans
Managing Principal

1330 Broadway
Suite 450
Oakland, CA 94612

Proposed Budget

	Economic & Planning Systems Staff			Hours by Task	Direct Expenses*	Budget by Task
Tasks	Rice-Evans <i>Principal-in-Charge</i>	Sigman <i>Senior Advisor</i>	Damle <i>Project Manager</i>			
<i>2025 Billing Rates</i>	<i>\$345</i>	<i>\$345</i>	<i>\$250</i>			
Part I: Project Management (1)	16	24	4	44	\$1,600	\$16,400
Part II: Real Estate Trends Analysis and Land Valuation						
Task II.1 - Current Market Conditions	20	10	35	65	\$750	\$19,850
Task II.2 - Land Valuation	<u>40</u>	<u>10</u>	<u>80</u>	<u>130</u>	<u>\$750</u>	<u>\$38,000</u>
Part II Subtotal	60	20	115	195	\$1,500	\$57,850
Part III: LDMF Nexus Study (2)	93	15	176	284		\$84,260
Part IV: Implementation Policies and Documentation						
Task IV.1 - Fee Program Decisions/ Draft Model Ordinance	8	4	10	22		\$6,640
Task IV.2 - Fee Implementation Handbook	<u>8</u>	<u>2</u>	<u>25</u>	<u>35</u>		<u>\$9,700</u>
Task IV Subtotal	16	6	35	57		\$16,340
ESTIMATED TOTAL PROJECT HOURS	185	65	330	580		
ESTIMATED PROJECT BUDGET					\$3,100	\$174,850
*includes data acquisition costs						

(1) Includes kick-off meeting and 10 status/ check in meeting with CVCC staff; budget assumes status meetings are virtual.

(2) Includes up to six stakeholder outreach meetings; assumes up to three are in-person and rest virtual.

2025 Hourly Billing Rates

Oakland and Los Angeles Offices

Managing Principal	\$345
Senior Principal	\$375
Principal	\$310
Vice President	\$275
Senior Technical Associate I	\$215
Senior Associate	\$250
Associate	\$215
Research Analyst I	\$155
Production and Administrative Staff	\$125

Billing rates updated annually.

ITEM 8E

Coachella Valley Conservation Commission September 11, 2025



STAFF REPORT

Subject: Election of CVCC Officers

Contact: Tom Kirk, Executive Director (tkirk@cvaq.org)

Recommendation: Elect a Coachella Valley Conservation Commission Chair and Vice Chair for Fiscal Year 2025-26

Background: As described in the Joint Powers Agreement, the CVCC annually elects from its membership a Chair and Vice-Chair to serve for a one-year term. The CVCC does not have a formal officer rotation, or a set policy for how to select the Chair and Vice Chair.

As context, Rancho Mirage Councilmember Richard Kite served as chair from CVCC's inception in 2008 through September 2016, when then-Indio Councilmember Mike Wilson was elected Chair. He was Chair until after the Council elections in 2018, after which the CVCC elected La Quinta Mayor Linda Evans. In 2023, the CVCC elected its current officers and Desert Hot Springs Mayor Pro Tem Gary Gardner became Chair and Indio Mayor Pro Tem Elaine Holmes became Vice Chair.




Staff recommends that the CVCC provide nominations and elect its officers for this fiscal year.

Fiscal Analysis: There is no additional cost for this item. CVCC officers receive the same per diem as other members.

Item 9A

**COACHELLA VALLEY CONSERVATION COMMISSION
FY2024-2025 ATTENDANCE RECORD**

JURISDICTION / AGENCY	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
City of Cathedral City	-	-	✓	-		-	✓	✓	-	✓	-	✓
City of Coachella	-	-		-	✓	-	✓	✓	-	✓	-	✓
Coachella Valley Water District	-	-	✓	-	✓	-	✓	✓	-		-	
City of Desert Hot Springs	-	-	✓	-	✓	-	✓	✓	-	✓	-	✓
Imperial Irrigation District	-	-	✓	-		-	✓	✓	-	✓	-	✓
City of Indian Wells	-	-	✓	-	✓	-	✓	✓	-	✓	-	
City of Indio	-	-	✓	-	✓	-	✓	✓	-	✓	-	✓
City of La Quinta	-	-	✓	-	✓	-	✓	✓	-	✓	-	✓
City of Palm Desert	-	-	✓	-	✓	-	✓	✓	-	✓	-	✓
Mission Springs Water District	-	-	✓	-	✓	-	✓	✓	-	✓	-	✓
City of Palm Springs	-	-	✓	-	✓	-	✓	✓	-	✓	-	
City of Rancho Mirage	-	-	✓	-	✓	-	✓	✓	-	✓	-	✓
Riverside County - District 1	-	-	✓	-		-			-	✓	-	✓
Riverside County - District 2	-	-	✓	-	✓	-	✓	✓	-	✓	-	✓
Riverside County - District 3	-	-	✓	-	✓	-	✓		-	✓	-	✓
Riverside County - District 4	-	-		-	✓	-	✓		-	✓	-	✓
Riverside County - District 5	-	-		-		-			-		-	✓

Absent 
 Present 
 No Meeting 

ITEM 9B

Coachella Valley Conservation Commission September 11, 2025



STAFF REPORT

Subject: Contracts under Executive Director's signing authority

Contact: Allen McMillen, Contracts Analyst, (amcmillen@cvag.org)

Recommendation: Information

Background: The following contracts were signed by the CVCC Executive Director under his signature authority since the Commission last met in June 2025:

1. A services agreement with Joshua Limon was executed for providing on-site training, oversight, and instruction services to Southern California Mountains Foundation's Urban Conservation Corps (SCMF-UCC) and the Desert Recreation District (DRD) crews for the ongoing maintenance of CVCC-owned North Shore Ranch. The agreement is for a not-to-exceed amount of \$24,960 for the period July 1, 2025 through June 30, 2026.
2. A monitoring services and disposition contract was executed with the Agua Caliente Band of Cahuilla Indians for the installation of 5,000 linear feet of post and cable fencing around a property that is located on the southwest corner of Two Bunch Palms Trail and West Drive in the City of Desert Hot Springs. The compensation for cultural monitoring service shall not exceed \$18,216.
3. A research agreement with Dr. Courtney Conway, Regents of University of Idaho, was executed for the period July 28, 2025 through December 31, 2025 for the "Movements and Productivity of Burrowing Owls in Coachella Valley" project. The research involves the capture, measure, and tagging all adult and juvenile burrowing owls at active nest sites and other observed locations on CVCC lands, as well as collection of tissue samples for genetic analysis. The agreement is for an amount not to exceed \$99,900.11.
4. A license agreement with the Metropolitan Water District of Southern California was executed for a non-exclusive ingress and egress right-of-access along Painted Hills Road in eastern Riverside County crossing the Colorado River Aqueduct near Whitewater. The license fee was waived.
5. A right of entry agreement with Flock Group, Inc. was executed to deploy and maintain solar-powered video cameras on remote, undeveloped conservation lands owned and managed by CVCC, largely within the City of Desert Hot Springs. As noted in a previous update to the Commission, these cameras deter and document illegal dumping, vandalism, off-vehicle trespass, and unauthorized encampments. This is part of a project that is largely funded by CalRecycle, and the cameras and installation services were previously procured and detailed in a June 2025 staff report.
6. A services contract with E&C Towing, Inc. was executed for towing and handling services. As part of the cleanup of CVCC lands, this work includes towing for passenger, commercial, and specialty vehicles, such as trailers or boats, as well as difficult recoveries and refuse removal tasks. The contract is for a not-to-exceed amount of \$100,000.

Fiscal Analysis:

The contract costs for the following projects are covered in CVCC's Fiscal Year 2025-26 budget as part of the Management and Monitoring Program Fund:

- Cultural monitoring and disposition services for the Desert Hot Springs fencing project;
- Movements and productivity of Burrowing Owls in the Coachella Valley; and
- Maintenance and training services at North Shore Ranch.

There is no cost incurred for executing the right of entry agreement with Flock Group, Inc.

The E&C Towing services costs are fully reimbursable by the CalRecycle Illegal Disposal Site Abatement Program grant, which was awarded to CVCC in 2025 and included in the Fiscal Year 2025-26 Management and Monitoring Program budget.

ITEM 9C

Coachella Valley Conservation Commission September 11, 2025



STAFF REPORT

Subject: New location of CVCC's public meetings

Contact: Erica Felci, Deputy Executive Director (efelci@cvag.org)

Recommendation: Information

Background: For decades, the Coachella Valley Association of Governments (CVAG) has held its public meetings at the Parkview building located at 73-710 Fred Waring Drive in Palm Desert. The same location has been used for the CVCC and the Coachella Valley Power Agency (CVPA), which CVAG also staffs.

The Parkview building is owned by the City of Palm Desert. In 2024, Palm Desert staff notified CVAG that it would be demolishing the Parkview building to make space for the City's new library that is being built adjacent to Civic Center Park. The City also agreed to build a new conference room space for CVAG as part of the library's construction.

In the interim, CVAG staff sought to find an alternative meeting location. CVAG staff previously notified committee members and the public that CVAG anticipated moving its meetings to the Colorado Regional Water Quality Control Board. Over the summer, CVAG learned the partnership would not be possible as logistics could not be worked out with the State.

Thankfully, the Coachella Valley Water District (CVWD) has agreed to have CVAG host its public meetings at CVWD's Steve Robbins Administration Building Training Room, 75515 Hovley Lane East in the City of Palm Desert. CVAG and CVCC have larger-than-most governing boards, and the room is equipped to accommodate this need. The first meeting at the new location was the August meeting of CVAG's Transportation Committee. CVAG staff has posted the new location on its websites and also reached out to member jurisdictions to notify them of the change.

The CVCC's committees will meet at the Regional Access Project Foundation, located at 41-550 Eclectic St. in Palm Desert.

Fiscal Analysis: CVWD is providing the meeting room at no cost to CVAG. Coordination of public meetings is covered under existing staff time. Minor equipment purchases, such as additional microphones, may be necessary and would be covered under the Executive Director's spending authority and existing budget.

Coachella Valley Conservation Commission

September 11, 2025



STAFF REPORT

Subject: Illegal Dumping in the Coachella Valley

Contact: Tony Quiroz, Conservation Management Analyst (tquiroz@cvag.org)

Recommendation: Information

Background: In 2025, CVCC received funding from the California Department of Resources, Recycling and Recovery (CalRecycle) Illegal Disposal Site Abatement Program to support cleanup, transportation, and disposal efforts in this region. The project area encompasses 1,284 acres of conservation land owned by CVCC, which serves as a transition zone between unoccupied land and human development. In accepting the grant and authorizing the work, Commissioners noted that the grant-funded project was focused on lands in and near Desert Hot Springs, and asked staff to follow up with an update on the scope of the problem on conservation lands across the region.

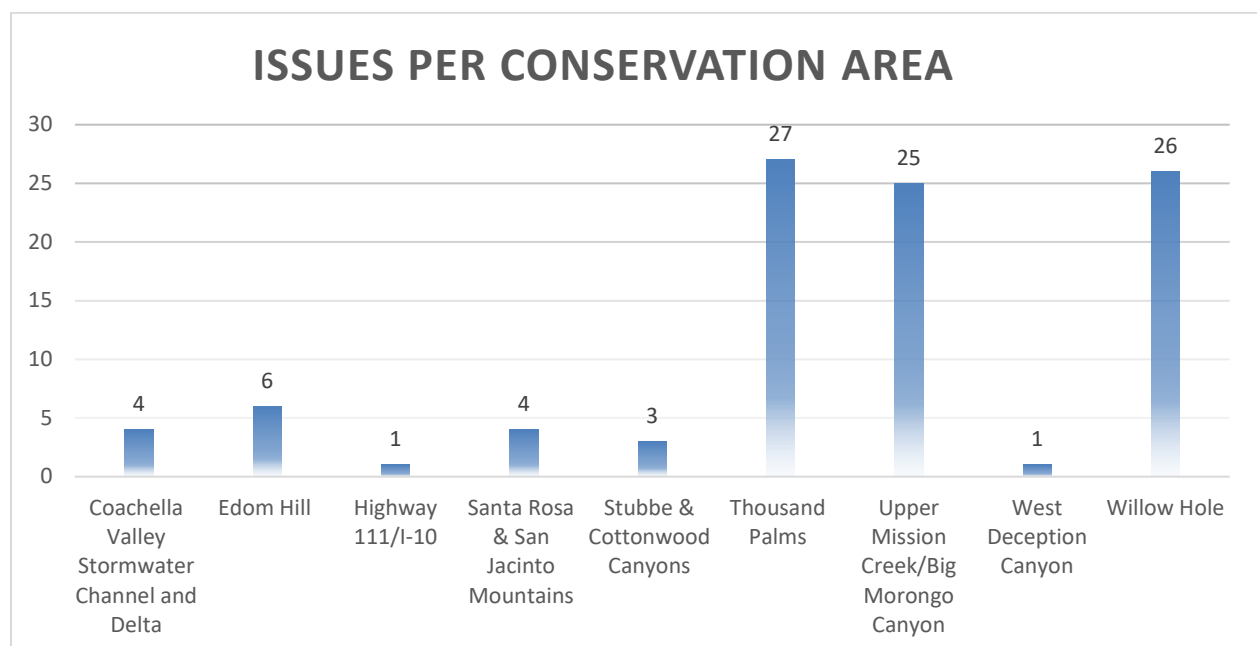
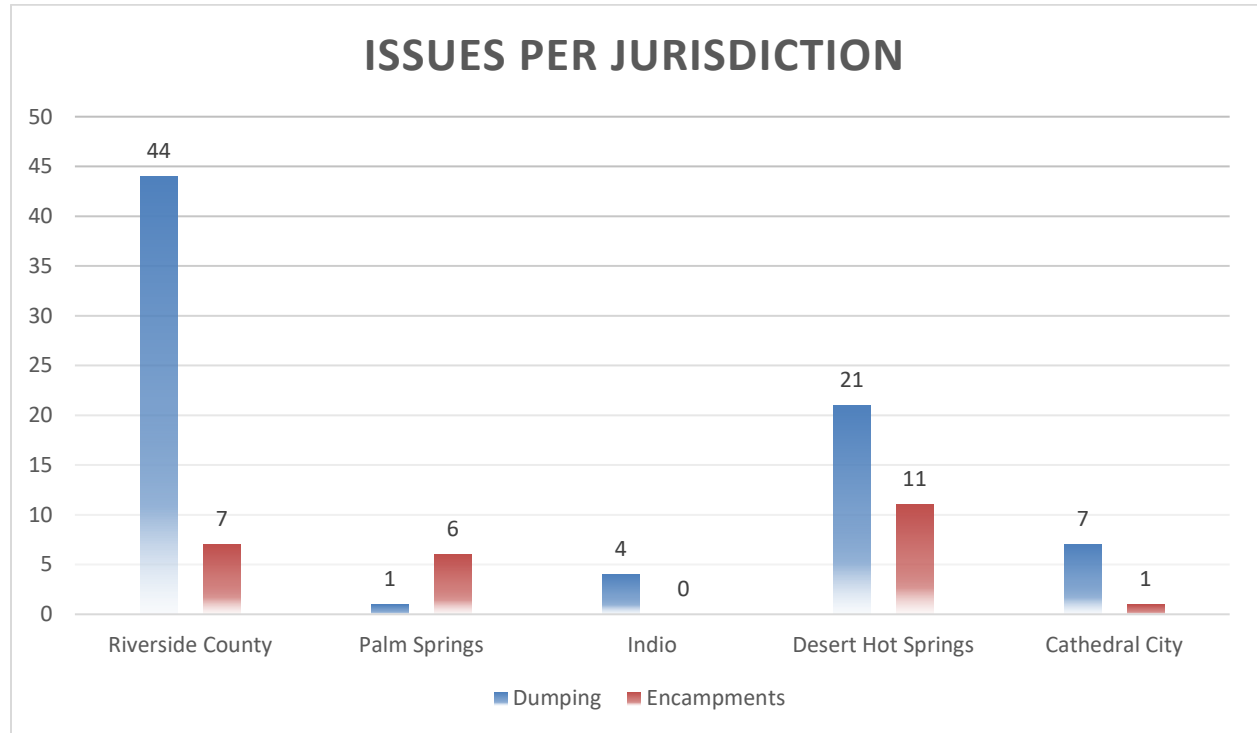
Illegal dumping—the improper disposal of solid waste on public or private land—has become a growing problem across the Coachella Valley, with common items including construction debris, furniture, green waste, tires, and hazardous materials. Reports from residents, land managers, and local jurisdictions highlight the scale of the issue, which requires significant public resources to address. The practice is often driven by convenience and cost avoidance, as individuals may bypass landfill fees or lengthy trips to disposal facilities. Limited access to bulky item collection services, restricted landfill hours, and the abundance of unmonitored desert lands provide further opportunity for dumping, while gaps in public awareness and inconsistent enforcement reduce deterrence.

Since 2019, conservation lands within the Coachella Valley have also seen a large uptick in makeshift shelters created by people experiencing homelessness. These encampments pose serious challenges and risks to the fragile desert ecosystem. These sites often lack access to sanitation, leading to the release of human waste directly into the ground and nearby water sources, which contaminates the environment and poses health hazards. Accumulated trash, discarded materials, and biohazardous waste further degrades the land and can harm wildlife. Vegetation is frequently destroyed as people clear space for shelter or fires, contributing to erosion and habitat loss. In some cases, fires started within encampments have escalated into wildfires, causing widespread ecological damage. These impacts are particularly concerning in the Coachella Valley, where water scarcity and biodiversity make environmental preservation critical.

Since 2020, CVCC staff have documented 160 illegal dumpsites and 25 encampments across CVCC and conservation partner-owned lands. All locations are georeferenced with ArcGIS Field Maps and stored in the CVCC land management database, allowing staff to track hotspots and assess trends over time. Although the dataset is limited to CVCC-managed parcels, it reveals the most vulnerable areas and provides a clear picture of the scope of illegal dumping and encampments across the region. Of the 1,012 parcels owned by CVCC, issues were recorded within 87 unique parcels, with a majority concentrated in the Upper Mission Creek, Thousand Palms, and Willow Hole Conservation Areas.

Analysis of jurisdictional trends shows that illegal dumping and encampments are disproportionately concentrated in the City of Desert Hot Springs (36%) and unincorporated Riverside County (72%), while the Cities of Palm Springs (10%), Cathedral City (6%), and Indio (5%) account for smaller shares. Other cities, including La Quinta, Indian Wells, Palm Desert, and Rancho Mirage, reported no such incidents on CVCC lands.

Within the Conservation Areas, most problems occur in Thousand Palms (31%), Upper Mission Creek/Big Morongo Canyon (25.3%), and Willow Hole (19.5%), with smaller but notable impacts in Edom Hill, the Coachella Valley Stormwater Channel and Delta, and the Santa Rosa & San Jacinto Mountains Conservation Areas.



Data shows conservation lands within the Urban-Wildland Interface to be more vulnerable to illegal dumping and encampments than others. This is mostly due to the combination of secluded, undeveloped land with high population density.

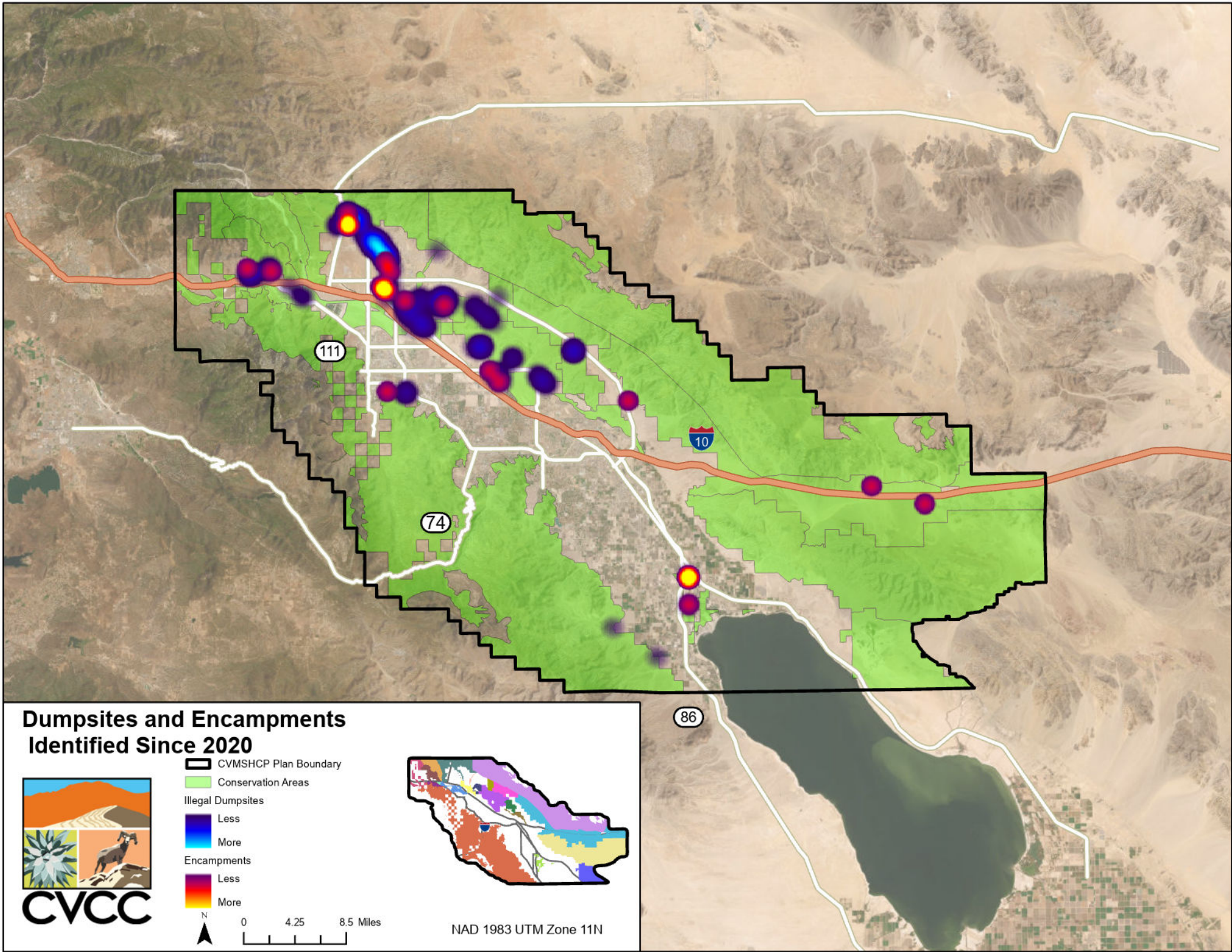
Moving forward, projects such as the CalRecycle-funded cleanup, coordination with local jurisdictions and data sharing will be essential to address this region-wide issue. Staff will also be exploring expanded access to legal disposal options such as additional Household Hazardous Waste sites. Stronger enforcement tools, such as the conservation ranger program under development, as well as hotspot cameras, and public education campaigns could also help address the problem.

Staff will continue to monitor the illegal dumping issues on CVCC lands, and come forward at future meetings with additional recommendations.

Fiscal Analysis: There is no additional cost to this informational update.

Costs of monitoring illegal dumping are covered under existing staff time. In 2025, CVCC was awarded \$500,000 in external funding from CalRecycle's Illegal Disposal Site Abatement Program to support abandoned vehicle removal, encampment cleanup, hazardous waste disposal, installation of camera surveillance technology, and new fencing in high-priority areas.

Attachments: Overview map and detailed maps of illegal dumping on conservation lands



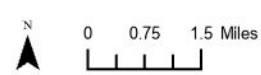
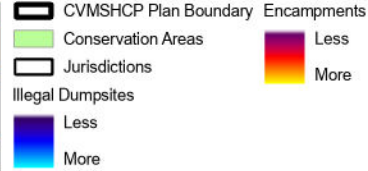
Disclaimer: Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. CVAG makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

CVAG, 2025. Sources: CVCC, Riverside County GIS, US Census Bureau, Esri

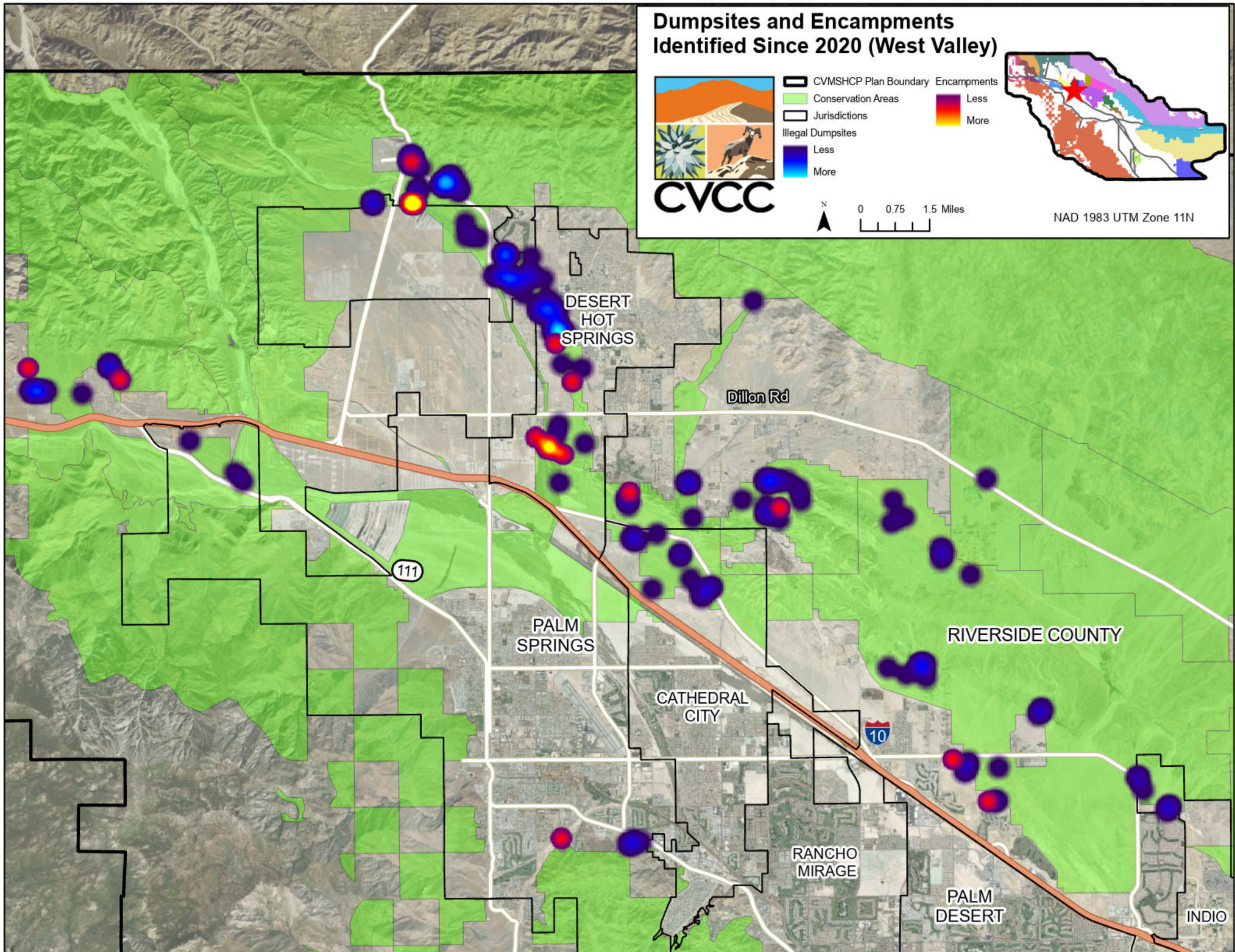
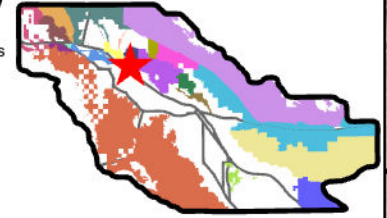
Dumpsites and Encampments Identified Since 2020 (West Valley)



CVCC



NAD 1983 UTM Zone 11N



Dumpsites and Encampments Identified Since 2020 (East Valley)



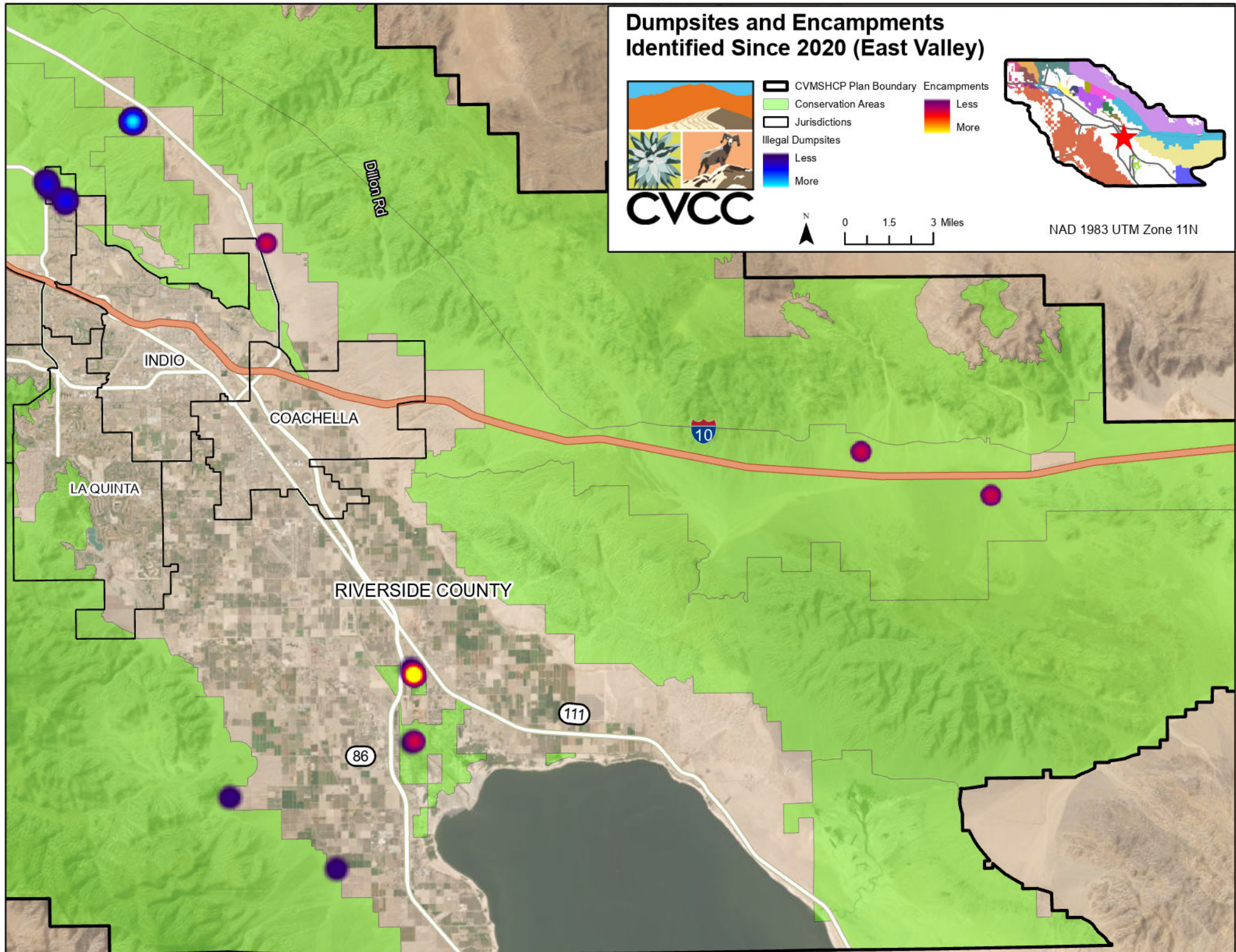
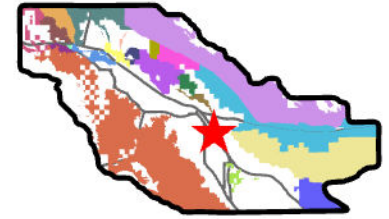
CVCC

- CVMSHCP Plan Boundary
- Conservation Areas
- Jurisdictions
- Illegal Dumpsites
 - Less
 - More
- Encampments
 - Less
 - More



0 1.5 3 Miles

NAD 1983 UTM Zone 11N



Coachella Valley Conservation Commission
September 11, 2025



STAFF REPORT

Subject: Update on the status of the Chuckwalla National Monument

Contact: Kathleen Brundige, Director of Conservation (kbrundige@cvag.org)

Recommendation: Information

Background: At its June 2025 meeting, CVCC commissioners requested an update on the status of the Chuckwalla National Monument. Established by Presidential Proclamation under the Antiquities Act on January 14, 2025, the Chuckwalla National Monument (the Monument) encompasses approximately 624,000 acres of desert, mountains, and woodlands. The monument stretches from the eastern edge of the Coachella Valley to near the Colorado River, and from the southern boundary of Joshua Tree National Park to the Mecca Hills and Orocopia Mountains.

On May 1, 2025, a lawsuit was filed against the U.S. Department of the Interior by a mining interest and an off-highway vehicle group. The plaintiffs are seeking to overturn the Monument's designation and to keep the federal government from enforcing the terms of the Proclamation. In response, a coalition of local, state, and national organizations as well as several Tribal Nations filed motions in August 2025 to intervene in the case. These groups aim to defend the Monument's current designation and boundaries, citing its ecological, cultural, and recreational significance. This case is in its early procedural stage and the court is reviewing these motions to determine whether these parties will be allowed to formally join the case in defense of the Monument.

Staff will keep monitoring the situation and report any significant updates in the case and designation at upcoming meetings.

Fiscal Analysis: There is no cost to the CVCC for this informational update.

Attachment: Link to Chuckwalla National Monument map:

https://www.blm.gov/sites/default/files/docs/2025-01/Chuckwalla_Monument_GeoReferenced_508.pdf

ITEM 9F

Coachella Valley Conservation Commission September 11, 2025



STAFF REPORT

Subject: Acquisition Status Report

Contact: Peter Satin, Conservation Program Manager (psatin@cvag.org)

Recommendation: Information

Background: In response to feedback from the CVCC, staff has established an acquisition tracker to provide updates on where current acquisition efforts are being prioritized and the status of any open negotiations. This report will now appear regularly on CVCC agendas.

Prior to taking title to any property, CVCC and staff at the Coachella Valley Mountains Conservancy conduct a title review to identify any items of concern recorded against the property (such as deeds of trust or existing easements) and perform a site inspection to identify any physical defects on the property (including dumping, illicit off-road vehicle use and similar concerns). An appraisal is also ordered to determine the fair market value of the property. The findings from each of these due diligence activities will inform the final acquisition price offered in the Purchase and Sale Agreement, which is brought before CVCC for approval.

In recent months, CVCC has closed on the following parcels:

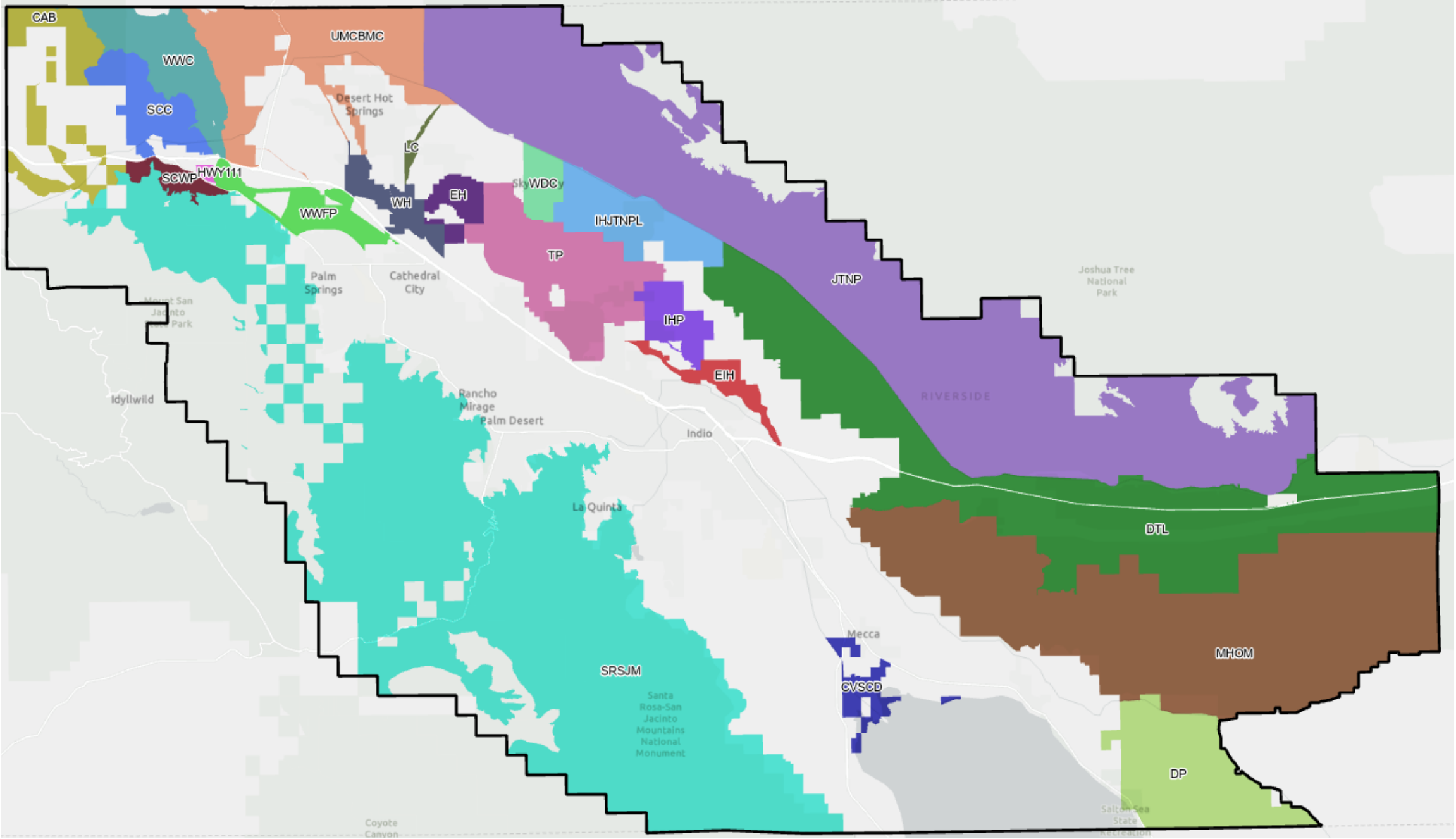
- Upper Mission Creek/Big Morongo Canyon: 664-050-013 (3.16 acres)

CVCC Commissioners have also inquired about the status of tax-default sales. In 2023, the US Supreme Court handed down the decision *Tyler v. Hennepin County, Minnesota, et al.*, finding that public agencies could not retain any revenues from tax-default sales that exceeded the sum total of delinquent taxes owed. The Riverside County Treasurer-Tax Collector has suspended all in-process tax-default sales while it reviews the implication of the *Tyler* decision on future tax-default sales. CVCC has not withdrawn its application for the current round of tax-default sales, but staff have been informed by the Treasurer's office that the original purchase prices are no longer valid. CVCC staff will continue to monitor the situation and provide updates in future status reports.

Fiscal Analysis: This informational item has no cost. Individual purchase prices are listed for each respective project.

Active Acquisitions							
Conservation Area	APN(s)*	Acreage	Title Review	Site Inspection	Appraisal	PSA Purchase Price	Close of Escrow
MHOM	3	140.75			X	\$ 63,000	
UMC	665-110-003	10.77	X		X	X \$ 144,000	

*Only if PSA executed. Otherwise, Parcel Count



Coachella Valley Conservation Commission

Unaudited Balance Sheet

As of June 30, 2025

	<u>Jun 30, 2025</u>
ASSETS	
Current Assets	
Checking/Savings	
1105 · Cash - CAMP	22,017,208
1110 · Cash - County Treasurer	16,563,185
1117 · Cash - WF Imprest	43,730
1118 · Cash - Wells Fargo (ILF)	2,102,546
1145 · Fair Value Adjustment	(17,187)
Total Checking/Savings	<u>40,709,482</u>
Accounts Receivable	1,139,865
Other Current Assets	<u>1,236,867</u>
Total Current Assets	<u>43,086,214</u>
Fixed Assets	
1731 · Land	91,466,564
1732 · Furniture and Equipment	8,821
1734 · Land Improvements	3,121,239
1750 · Accumulated Depreciation	(136,762)
Total Fixed Assets	<u>94,459,863</u>
TOTAL ASSETS	<u>137,546,077</u>
LIABILITIES & BALANCE	
Liabilities	
Current Liabilities	<u>1,472,256</u>
Total Liabilities	<u>1,472,256</u>
Balance	<u>136,073,821</u>
TOTAL LIABILITIES & BALANCE	<u>137,546,077</u>

Coachella Valley Conservation Commission
Unaudited Statement of Revenues and Expenditures
As of Jun 30, 2025

	Jul 2024 - Jun 2025
Revenues	
5005 · Project Reviews	5,820
6001 · Development Mitigation Fees	2,631,692
6005 · Agencies Mitigation Fees	1,999,428
6030 · Grants	390,856
7001 · Other Revenue	704,647
7002 · Advertising Revenue	11,567
8001 · Investment Revenue	1,763,495
8005 · Gain(Loss) in Investments	402,124
Total Revenues	7,909,629
Expenditures	
Current	
4100 · Administrative Fees	26,318
4200 · Accounting/Bank Services	3,624
4250 · Payroll Taxes	618
4353 · Insurance	30,279
4418 · Members Per Diem	8,400
4425 · Legal Services	25,034
4431 · Professional Services	115,125
4432 · Consultants	1,891,061
4500 · Membership/Registrations	10,000
4510 · Land Maintenance	28,041
4515 · Habitat Management	9,352
4520 · Species Monitoring Expenses	265,224
4550 · Utilities	11,568
4600 · Miscellaneous	651,155
Capital Outlay	
4820 · Capital Outlay Land Acquisition	3,658,325
4822 · Capital Outlay Equipment	2,941
4823 · Capital Outlay Land Improvement	114,638
Total Expenditures	6,851,703
Excess (Deficiency) of Revenues Over (Under) Expenditures	1,057,926
Other Financing Sources (Uses)	-
Net Change	1,057,926

COACHELLA VALLEY CONSERVATION COMMISSION

INVESTMENT REPORT

FOR JUNE 30, 2025

CASH AND INVESTMENTS UNDER THE DIRECTION OF CVCC

Description	Carrying Amount	% of Total	Fair Market Value		% of Total	Interest Rate Yield	Maturity Date
County of Riverside Pooled Investment Fund	\$ 16,563,185	40.67%	\$ 16,545,998.08	[a]	40.64%	4.02%	N/A
Wells Fargo Bank (Checking)	\$ 43,730	0.11%	\$ 43,730		0.11%	N/A	N/A
Wells Fargo Bank (In-Lieu Fee)	\$ 2,102,546	5.16%	\$ 2,102,546		5.16%	0.68%	N/A
CAMP	\$ 22,017,208	54.06%	\$ 22,017,208		54.09%	4.43%	N/A
Total Cash & Investments	\$ 40,726,669	100.00%	\$ 40,709,483		100.00%		

Note:

[a] Fair market value does not include accrued interest. Source of Market Values - the June 2025 County of Riverside Treasurer's Pooled Investment Fund Monthly Report Paper Gain/(Loss) was (0.104)%.

I hereby certify that the investment portfolio of the Coachella Valley Conservation Commission (CVCC) complies with the California Government Sections pertaining to the investment of agency funds and CVCC's written Investment Policy, which was adopted on January 09, 2025.

The investment portfolio provides CVCC the ability to meet its expenditure requirements for at least the next six months.

Submitted by:



Claude T. Kilgore, CPA
CVCC Auditor