

CVAG

**ENERGY & SUSTAINABILITY COMMITTEE
AGENDA**

**THURSDAY, FEBRUARY 12, 2026
12:00 p.m.**

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

Members of the Committee and the public may attend and participate by video at the following remote location:

**Blythe City Hall
235 N Broadway, Room A
Blythe, CA 92225**

**Imperial Irrigation District
1284 Main Street
El Centro, CA 92243**

Members of the public may use the following link for listening access and ability to address the Energy & Sustainability Committee when called upon:

<https://us02web.zoom.us/j/83098567932?pwd=rEOYq3bk2VbZ0l3dzybUcYBs0Fswbu.1>

**Dial In: +1 669 900 9128
Webinar ID: 830 9856 7932
Password: 257394**

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

Public Comment is encouraged to be emailed to the Energy & Sustainability Committee prior to the meeting at cvag@cvag.org by 5:00 p.m. on the day prior to the committee 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, CVAG provides a call-in 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.
UNLESS OTHERWISE STATED, ALL ACTION ITEMS WILL BE PRESENTED TO THE
EXECUTIVE COMMITTEE FOR FINAL APPROVAL.**

1. **CALL TO ORDER** – Councilmember Oscar Ortiz, City of Indio, Chair
Roll Call
Pledge of Allegiance
Agenda Modification
Conflict of Interest Disclosure

P4

2. **PUBLIC COMMENTS ON AGENDA ITEMS**

This is the first of two opportunities for public comment. Any person wishing to address the Energy & Sustainability Committee 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 three (3) minutes.

3. **COMMITTEE MEMBER / DIRECTOR COMMENTS**

4. **CONSENT CALENDAR**

- A. **Approve the minutes from the November 13, 2025, meeting**
- B. **Authorize the Executive Director to execute a two-year services contract with Southern California Mountains Foundation (SCMF) for a total not-to-exceed amount of \$45,000 through October 2027 to administer the Waste Tire Amnesty Grant Program, contingent upon receipt of TA8 grant funding from the California Department of Resources Recycling and Recovery (CalRecycle), with the option for two one-year terms if additional funding is secured**
- C. **Adopt Resolution No. 2026-002-ES authorizing the CVAG Energy & Sustainability Committee, as an eligible multijurisdictional body, to utilize the teleconferencing provisions established under Senate Bill 707**

P5

P10

P27

- 4.1 **ITEMS HELD OVER FROM THE CONSENT CALENDAR**

5. **DISCUSSION / ACTION**

- A. **Addressing Air Quality in the Coachella Valley** – South Coast Air Quality Management District’s Deputy Executive Officer Sarah Reese and Assistant Deputy Executive Officer Carlos Gonzalez **P29**

Recommendation: Information

- B. **Local Efforts to Address Hexavalent Chromium (Chromium- 6)** – Joanne Le, Coachella Valley Water District’s Director of Environmental Services **P32**

Recommendation: Information

6. **INFORMATION**

- A. **Attendance Record** **P34**
- B. **Conflict of Interest Guidance** **P35**
- C. **Inland Regional Energy Network’s Business Plan and Public Sector Update** **P50**
- D. **Status of the Salton Sea Conservancy** **P53**
- E. **2025 Annual Property Assessed Clean Energy (PACE) Report** **P55**

7. **PUBLIC COMMENTS ON NON-AGENDA ITEMS**

This is the second opportunity for public comment. Any person wishing to address the Energy & Sustainability Committee on items of general interest within the purview of this Committee may do so at this time. Please limit comments to two (2) minutes.

8. **ANNOUNCEMENTS**

The next meeting of the **Energy & Sustainability Committee** will be held on Thursday, April 9, 2026, at noon at the Coachella Valley Water District, Steve Robbins Administration Building Training Room, 75515 Hovley Lane East, Palm Desert, 92260.

The next meeting of the **Executive Committee** will be held on Monday, February 23, 2026, at 4:00 p.m. at the Coachella Valley Water District, Steve Robbins Administration Building Training Room, 75515 Hovley Lane East, Palm Desert, 92260.

9. **ADJOURN**

ITEM 1

**Energy & Sustainability Committee
Member Roster
2025 – 2026**



VOTING MEMBERS	
City of Blythe	Mayor Joseph DeConinck
City of Cathedral City	Councilmember Nancy Ross
City of Coachella	Councilmember Stephanie Virgen
Coachella Valley Water District	Director Anthony Bianco
City of Desert Hot Springs	Councilmember Dirk Voss
Imperial Irrigation District	Director JB Hamby
City of Indian Wells	Mayor Toper Taylor
City of Indio	Councilmember Oscar Ortiz, <i>Chair</i>
City of La Quinta	Mayor Linda Evans, <i>Vice Chair</i>
Mission Springs Water District	Director Amber Duff
City of Palm Desert	Councilmember Gina Nestande
City of Palm Springs	Mayor Naomi Soto
City of Rancho Mirage	Mayor Lynn Mallotto
Riverside County – District 4	Supervisor V. Manuel Perez
Torres Martinez Desert Cahuilla Indians	Tribal Chairman Joseph Mirelez
Ex-Officio / Non-Voting Members	
Riverside County – District 5	Supervisor Yxstian Gutierrez

ITEM 4A

Energy & Sustainability Committee Meeting Minutes November 13, 2025



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

1. **CALL TO ORDER** – The meeting was called to order by Chair Oscar Ortiz, City of Indio, at 12:07 p.m. at the Coachella Valley Water District Steve Robbins Administration Building Training Room, 75515 East Hovely Lane, in the City of Palm Desert. Zoom videoconferencing was available from the City of Blythe and Imperial Irrigation District's office in El Centro.
2. **ROLL CALL** – Roll call was taken and it was determined that a quorum was present.

Members Present

Mayor Joseph DeConinck
Councilmember Dirk Voss
Mayor Pro Tem Dana Reed
Councilmember Oscar Ortiz, *Chair*
Mayor Linda Evans, *Vice Chair*
Director Amber Duff
Councilmember Gina Nestande
Mayor Pro Tem Lynn Mallotto
Supervisor V. Manuel Perez

Agency

City of Blythe (*via Zoom*)
City of Desert Hot Springs
City of Indian Wells
City of Indio
City of La Quinta
Mission Springs Water District
City of Palm Desert
City of Rancho Mirage
Riverside County – District 4

Members/ Ex-Officios Not Present

Mayor Nancy Ross
Councilmember Stephanie Virgen
Director Anthony Bianco
Director JB Hamby
Mayor Ron deHarte
Supervisor Yxstian Gutierrez
Tribal Chair Joseph Mirelez

City of Cathedral City
City of Coachella
Coachella Valley Water District
Imperial Irrigation District
City of Palm Springs
Riverside County – District 5
Torres Martinez Desert Cahuilla Indians

3. PLEDGE OF ALLEGIANCE

Councilmember Nestande led the committee in the Pledge of Allegiance.

4. PUBLIC COMMENTS ON AGENDA ITEMS

Donald Ziegler, resident of Palm Desert, provided public comment on item 7A and expressed his concern regarding the planning and management process of the Regional Climate Action Plan project and highlighted the crucial factors that need to be addressed in the work plan.

5. COMMITTEE MEMBER / DIRECTOR COMMENTS

Supervisor Perez asked Senior Legislative Analyst Grace Garner to provide an update on the dust summit held in the Coachella Valley on November 6. The summit included participation from South Coast Air Quality District, Riverside County Department of Public Health, University of California Riverside (UCR), CVAG, and other local leaders, and focused on addressing air quality issues in the region.

Executive Director Tom Kirk suggested an agenda modification in order to move Item 7C ahead of Item 7A in order to ensure a quorum and to accommodate individuals who indicated they would need to leave the meeting early.

Chair Ortiz informed the Committee that the City of Indio has issued a request for proposals for adobe and straw house homes in order to study the affordability of these construction types, as well as their long-term energy-saving potential. The City is awaiting responses to the proposal.

6. CONSENT CALENDAR

A. Approve the minutes from the September 11, 2025, meeting

IT WAS MOVED BY DIRECTOR DUFF AND SECONDED BY SUPERVISOR PEREZ TO APPROVE THE CONSENT CALENDAR.

THE MOTION CARRIED WITH 9 AYES AND 6 MEMBERS ABSENT FOR THE VOTE.

Mayor DeConinck	Aye
Mayor Ross	Absent
Councilmember Virgen	Absent
Director Bianco	Absent
Councilmember Voss	Aye
Director Hamby	Absent
Mayor Pro Tem Reed	Aye
Councilmember Ortiz	Aye
Mayor Evans	Aye
Director Duff	Aye
Councilmember Nestande	Aye
Mayor deHarte	Absent
Mayor Pro Tem Mallotto	Aye
Supervisor Perez	Aye
Tribal Chairman Mirelez	Absent

6.1 ITEMS HELD OVER FROM THE CONSENT CALENDAR

None

7. DISCUSSION / ACTION

The Committee took Item C out of order as recommended by staff.

C. Contract Amendment for the Regional PM10 Street Sweeping Program

Transportation Program Manager Julie Mignogna presented the staff report and detailed the contract amendment as well as proposed funding increase among jurisdictions.

Member discussion ensued with Ms. Mignogna answering questions from the Committee regarding costs and frequency of service in each jurisdiction.

IT WAS MOVED BY MAYOR PRO TEM REED AND SECONDED BY COUNCILMEMBER VOSS TO AUTHORIZE THE EXECUTIVE DIRECTOR TO:

- 1. EXECUTE AMENDMENT NO. 1 TO THE SERVICES CONTRACT WITH SWEEPING CORPORATION OF AMERICA FOR REGIONAL STREET SWEEPING SERVICES, ADDING AN ADDITIONAL \$279,311 A YEAR AND EXTENDING THROUGH DECEMBER 31, 2027;**
- 2. TAKE THE NECESSARY STEPS TO SECURE ADDITIONAL FUNDING FOR THE PROGRAM, INCLUDING FUNDING FROM SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT AND THE COUNTY OF RIVERSIDE**
- 3. EXECUTE AMENDMENT NO. 7 TO THE AB 2766 VEHICLE REGISTRATION REVENUE MEMORANDUM OF UNDERSTANDING WITH EACH JURISDICTION, INCREASING THE FUNDING CONTRIBUTION FROM 75 TO 100 PERCENT AND EXTENDING THE TERM THROUGH JUNE 30, 2028**

THE MOTION CARRIED WITH 9 AYES AND 6 MEMBERS ABSENT FOR THE VOTE.

Mayor DeConinck	Aye
Mayor Ross	Absent
Councilmember Virgen	Absent
Director Bianco	Absent
Councilmember Voss	Aye
Director Hamby	Absent
Mayor Pro Tem Reed	Aye
Councilmember Ortiz	Aye
Mayor Evans	Aye
Director Duff	Aye
Councilmember Nestande	Aye
Mayor deHarte	Absent
Mayor Pro Tem Mallotto	Aye
Supervisor Perez	Aye
Tribal Chairman Mirelez	Absent

A. Climate Pollution Reduction Act Program – Regional Comprehensive Climate Action Plan

Program Manager Jacob Alvarez provided a brief introduction to the staff report and then introduced Rich Walter of ICF, who then presented a PowerPoint presentation detailing the action plan.

Brief member discussion ensued with Mr. Walter answering questions from the Committee regarding information presented and the deadline for submitting the plan.

No action was taken as this item was an informational item only.

B. Inland Regional Energy Network’s Business Plan

Program Manager Jacob Alvarez presented the staff report.

Brief committee discussion followed, during which Mr. Alvarez responded to questions regarding outreach events and related sponsorships.

IT WAS MOVED BY SUPERVISOR PEREZ AND SECONDED BY COUNCILMEMBER VOSS TO AUTHORIZE THE ENERGY & SUSTAINABILITY COMMITTEE CHAIR, VICE CHAIR, AND CVAG'S EXECUTIVE DIRECTOR TO APPROVE THE 2028 I-REN APPLICATION AND BUSINESS PLAN TO CONTINUE EXISTING PROGRAMS AND CONTINUE THE ADVOCACY FOR EXPANSION OF PROGRAMS THAT BENEFIT RESIDENTIAL HOMES AS WELL AS SMALL AND MEDIUM COMMERCIAL BUILDINGS

THE MOTION CARRIED WITH 9 AYES AND 6 MEMBERS ABSENT FOR THE VOTE.

Mayor DeConinck	Aye
Mayor Ross	Absent
Councilmember Virgen	Absent
Director Bianco	Absent
Councilmember Voss	Aye
Director Hamby	Absent
Mayor Pro Tem Reed	Aye
Councilmember Ortiz	Aye
Mayor Evans	Aye
Director Duff	Aye
Councilmember Nestande	Aye
Mayor deHarte	Absent
Mayor Pro Tem Mallotto	Aye
Supervisor Perez	Aye
Tribal Chairman Mirelez	Absent

8. INFORMATION – The following items were provided in the agenda for information only:

- A. Attendance Record**
- B. Native Planting Palette Resources for the Coachella Valley**
- C. Local Government Waste Tire Amnesty Grant- TA7 Annual Report**
- D. Coordination of Clean Energy Programs for Residential, Commercial and Industrial Sectors**

9. PUBLIC COMMENTS ON NON-AGENDA ITEMS

None

10. ANNOUNCEMENTS

The next meeting of the **Energy & Sustainability Committee** will be held on Thursday, January 8, 2026, at noon at the Coachella Valley Water District, Steve Robbins Administration Building Training Room, 75515 Hovley Lane East, Palm Desert, 92260.

The next meeting of the **Executive Committee** will be held on Monday, December 1, 2025, at 4:30 p.m. at the Coachella Valley Water District, Steve Robbins Administration Building Training Room, 75515 Hovley Lane East, Palm Desert, 92260.

11. ADJOURN – Chair Ortiz adjourned the meeting at 1:08 p.m.

Respectfully submitted,

Elysia Regalado, Deputy Clerk

ITEM 4B

**Coachella Valley Association of Governments
Energy & Sustainability Committee
February 12, 2026**



STAFF REPORT

Subject: Local Government Waste Tire Amnesty Grant Program

Contact: Eman Nazir, Management Analyst (enazir@cvag.org)

Recommendation: Authorize the Executive Director to execute a two-year services contract with Southern California Mountains Foundation (SCMF) for a total not-to-exceed amount of \$45,000 through October 2027 to administer the Waste Tire Amnesty Grant Program, contingent upon receipt of TA8 grant funding from the California Department of Resources Recycling and Recovery (CalRecycle), with the option for two one-year terms if additional funding is secured

Background: CVAG, in partnership with its member jurisdictions, administers grant-funded recycling programs that provide residents with free, convenient disposal options for waste tires and used oil. Funded by the California Department of Resources Recycling and Recovery (CalRecycle), the Waste Tire Amnesty Grant Program reduces illegal dumping, mitigates environmental and public health risks, and advances regional waste management goals.

CVAG has administered the Waste Tire Amnesty Program across multiple grant cycles. The most recent cycle, TA7, concluded on October 31, 2025, utilizing approximately \$50,000 in grant funding. As noted at the November 2025 meeting of the Energy & Sustainability Committee meeting, the TA7 cycle resulted in the 1,597 tires being collected and recycled.

Building on this work, CVAG staff has submitted an application for the TA8 Waste Tire Amnesty Grant cycle and is awaiting news on an award for the next program period. If the application is approved, the TA8 program is expected to operate from May 2026 through October 2027.

CVAG staff is now recommending a contract with Southern California Mountains Foundation (SCMF) that would be contingent on securing the grant funds.

SCMF has provided Waste Tire Amnesty Program services to CVAG since 2020. Across multiple grant cycles, SCMF has delivered the program effectively and within scope. The most recent agreement, Amendment No. 5, concluded on October 31, 2025. Given the number of extensions and the time since the original contract was awarded, CVAG staff issued a Request for Proposals (RFP) in October 2025 in line with procurement best practices. SCMF was the only proposal received. A selection committee comprised of three CVAG staff members reviewed and evaluated the proposal in accordance with the RFP criteria and unanimously recommended CVAG move forward with SCMF.

Staff therefore recommends award of a services contract to SCMF for the TA8 program term, contingent on the grant funding being secured. The recommended contract also provides for options to extend for future grant cycles, subject to additional CalRecycle funding availability.

The recommended action would also allow the Executive Director and/or Legal Counsel to make clarifying changes prior to execution.

Fiscal Analysis: Southern California Mountains Foundation's cost proposal for the TA8 Waste Tire Amnesty Grant Program is for a total not-to-exceed amount of \$45,000 for the program period May 2026 through October 30, 2027. Award of the contract is contingent upon receipt of funding through the CalRecycle Waste Tire Amnesty Grant Program, which is expected to cover all program-related costs, including consultant services, CVAG staff oversight, outreach, event coordination, reporting, and other related expenses.

The contract includes options for additional years contingent upon receipt of future grant funding.

Attachment: Professional Services Agreement with SCMF

SERVICES CONTRACT

between

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS (CVAG)
and
SOUTHERN CALIFORNIA MOUNTAINS FOUNDATION (SCMF)

THIS AGREEMENT is made and effective as of **February 23, 2026** between the Coachella Valley Association of Governments ("CVAG") and **Southern California Mountains Foundation (SCMF)** ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on **May 1, 2026**¹ and shall remain and continue in effect until tasks described herein are completed, but in no event later than **October 31, 2027** unless sooner terminated or extended pursuant to the provisions of this Agreement. CVAG shall have the unilateral option, at its sole discretion, to renew this Agreement and negotiate a revised price, if any, for no more than **two additional one-year terms**. If the parties are unable to reach an agreement, CVAG, at its sole discretion, will not move forward with the renewal option and shall re-bid the work.

2. SERVICES

Consultant shall perform **Professional Services** consistent with the provisions of the Request for Proposals for the proposed **Waste Tire Amnesty Program**, released on 10/09/2025, (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 CVAG 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 RFP 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:

¹ The commencement date is contingent upon receipt of a Notice to Proceed from CalRecycle. This Agreement shall not commence, and no obligations shall arise, until such Notice to Proceed has been received.

Exhibit A: Scope of Work

Exhibit B: Price Formula (Consultant's Proposal/Bid)

Exhibit C: CalRecycle Reporting and Close-Out Requirements

3. PRICE FORMULA

CVAG 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 **\$45,000** 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 CVAG's Project Manager by telephone, e-mail or in person, on a weekly basis, in a form acceptable to CVAG, describing the state of work performed. The purpose of the reports is to allow CVAG 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 CVAG Project Manager as needed.

5. PAYMENT

(a) If independent and separate Work Orders are contemplated, CVAG 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 CVAG.

(d) A formal report of tasks performed and tasks in process, in a form acceptable to CVAG, 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. CVAG 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 CVAG's Project Manager, payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If CVAG 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 CVAG 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 CVAG. 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) CVAG 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 CVAG. If CVAG 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, CVAG shall pay Consultant only for work that has been accepted by CVAG. Work in process will not be paid

unless CVAG 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 CVAG. Payment of the final invoice shall be subject to approval by the CVAG 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, CVAG 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 CVAG 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, CVAG 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 CVAG or its designees at reasonable times to such books and records; shall give CVAG the right to examine and audit said books and records; shall permit CVAG 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 CVAG and may be used, reused, or otherwise disposed of by CVAG without the permission of Consultant. With respect to computer files, Consultant shall make available to CVAG, at Consultant's office and upon reasonable written request by

CVAG, 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 CVAG, 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 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 \$1,000,0000 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 CVAG, its member agencies and any other interested and related party designated by CVAG, 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 CVAG 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 CVAG. In the event Consultant fails to keep in effect at all times insurance coverage as required herein, CVAG may, in addition to any other remedies it may have, terminate this Agreement.

(c) Consultant's insurance coverage shall be primary insurance as respects CVAG, its member agencies, and any other interested and related party designated by CVAG 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 CVAG, 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 CVAG.

(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 CVAG 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 CVAG, 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 CVAG 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 CVAG, 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 CVAG or its members. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against CVAG or its members, or bind CVAG or its members in any manner except as expressly authorized by CVAG.

(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, CVAG shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder. CVAG 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. CVAG, 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 CVAG 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 CVAG 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 CVAG to any and all remedies at law or in equity.

16. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of CVAG, 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 CVAG's prior written authorization. Consultant, its officers, employees, agents, or sub-consultants, shall not without written authorization from the CVAG Task Manager or unless requested by the CVAG 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 CVAG. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives CVAG notice of such court order or subpoena.

(b) Consultant shall promptly notify CVAG 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 CVAG or its members. CVAG 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 CVAG and to provide the opportunity to review any response to discovery requests provided by Consultant. However, CVAG's right to review any such response does not imply or mean the right by CVAG 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, employee, agent, or subcontractor.

18. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To CVAG: Executive Director
Coachella Valley Association of Governments
74-199 El Paseo Drive, Suite 100
Palm Desert, CA 92260

To Consultant: Stacy Gorin, Executive Officer
Southern California Mountains Foundation
1355 W. 26th Street,
San Bernardino, CA 92405

19. ASSIGNMENT/PERSONNEL

Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of CVAG.

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 CVAG.

20. MANAGEMENT

CVAG's Executive Director shall represent CVAG in all matters pertaining to the administration of this Agreement, review and approval of all services submitted by Consultant.

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 CVAG before subcontracting any services related to

this Agreement. CVAG 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

CVAG 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 CVAG Executive Director or designee. Consultant shall give CVAG 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 CVAG with a statement supporting the claim. CVAG 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

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

Consistent with CVAG Policy 21-02, 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 ASSOCIATION OF GOVERNMENTS

By: _____
Tom Kirk, Executive Director

SOUTHERN CALIFORNIA MOUNTAINS FOUNDATION

By: _____
Stacy Gorin, Executive Officer

EXHIBIT "A"

SCOPE OF WORK

Work Plan and Scope of Work

SCMF plans to hold 12-15 events over the 20-month expected grant term. We plan to have events in the Cities of Blythe (2-3 events), Coachella (2-3 events), Indio (5-6 events), and in the unincorporated areas of the Northern Coachella Valley such as Sky Valley/Desert Edge/Indio Hills (1-2 events), and in the Eastern Coachella Valley such as Thermal, Mecca and North Shore (3-5 events). The target number of tires we anticipate we can collect over the course of the grant term is 4,500.

Approach & Sequential description of Activities, personnel, deliverables

Events will be planned & Coordinated by the Project Manager, as follows:

Task 1: Planning & Coordination of Tire Amnesty Events

1. Develop a proposed/preliminary schedule of events, based on UCC crew availability
2. Develop a final schedule in consultation with CVAG, local jurisdictions and partners to determine level of interest/need, potential event venues, and preferred date(s).
 - a. Do a preliminary site walk of each proposed event venue to ensure proper logistics and safety prior to final selection of the venue.
 - b. Select venues, reserve event dates, secure any necessary permits, approvals, agreements, insurance certificates necessary for event operations.
3. Coordinate logistics for each event, as well as for post-event hauling.
 - a. Prior to each event, evaluate past collection tonnage in that area to estimate the number and type of personnel and equipment needed.
 - b. Schedule personnel to staff the event,
 - c. Re-check with the venue and any partners a minimum of 2 days in advance of the event to ensure readiness and smooth operation.
 - d. Communicate contact information for the main/onsite POC's are for both the venue and the SCMF-UCC onsite Supervisor to ensure proper communication channels for the day of the event. quality control safety for all participants and staff.
4. Ensure that event staff is prepared and trained to maximize quality control, safety, and smooth operations onsite.

Task 2: Public Education and Outreach

1. Design and distribute outreach / education campaigns materials in English and Spanish, including flyers, digital content, etc.
 - a. All materials must clearly communicate event requirements (# of tires per person, etc.)
2. Arrange for distribution of event outreach materials and event details via social media, email, and sharing with key community partners, such as Riverside County

Code Enforcement, City PIOs, Community-based organizations and networks and local media as appropriate.

- a. Take advantage of other opportunities to combine SCMF-UCC's other Recycling education and outreach efforts, such as participation in community events and resource fairs, etc. to disseminate information about upcoming Tire Amnesty events and build partnerships with communities, schools, and other community organizations to expand participation.

Deliverables include copies of outreach / marketing materials, and documentation of outreach methods and distribution, such as a log of distribution and methods.

Task 3: Event Implementation:

1. Transport staff the event well in advance of the start time to ensure proper setup.
 - a. Assign roles and duties for corpsmembers to manage flow of participants and their vehicles through the venue as tires are collected.
2. Record participant data, tire counts and other required information
3. Follow established safety protocols to ensure safe operations for all staff and members of the public.
4. Ensure safe loading and hauling back to the UCC site for further handling as needed.
 - a. Unload rimmed tires, remove rims as needed and if possible, separate rimmed tires from non-rimmed tires.
5. Reload tires; haul safely to the appropriate recycler for proper recycling.
6. Submit event logs and photos to the Project Manager for required reporting.

Deliverables include event logs of participant data and tires collected and post-event summary for each event.

Task 4. Program measurement and Monitoring (Project Manager & Site Director)

1. Maintain detailed records
Ensure that Event data is properly stored and managed for reporting.
2. Evaluate effectiveness
Debrief with Crew Supervisor about the event to determine if staffing was appropriate, flow of traffic, participant issues, venue issues, volume of tires, type, etc.
Report to Site Director with recommendations
3. Ensure Quality Control, maintain schedule and budget control.
4. Prepare progress reports
5. Compile data and prepare final report for submission to CalRecycle

Deliverables are the required/requested reports.

Task 5. Grant & administrative Support (Site Director/SCMF admin team)

1. Take the lead on reporting to CalRecycle
2. Coordinate with CVAG on reporting

3. Maintain records and provide copies as needed to CVAG and/or CalRecycle

Deliverables include timely submission of reports and recordkeeping.

Task 6. Meeting Support (Site Director)

1. Prepare staff reports and presentations as requested
2. Attend CVAG committee meetings as needed

Task 7: Project Coordination and Reporting

Consultant shall participate in regular project coordination meetings with CVAG staff. A project kickoff meeting shall be conducted at the commencement of the Agreement to confirm project expectations, communication protocols, reporting requirements, and coordination procedures.

Monthly check-ins shall occur during the early stages of the program term and may transition to meetings held on an as-needed basis thereafter, as determined by CVAG. Consultant shall also support quarterly program updates to CVAG, including preparation of progress summaries, reporting data, and participation in meetings or presentations, as requested by CVAG.

Note on the tasks and responsibilities:

This particular project actually requires much more personnel and time than the grant allows, and we routinely use matching funds from our own CalRecycle grant to ensure complete and comprehensive implementation. We will continue to do so.

Exhibit "B"

PRICE FORMULA

**Local Government Waste Tire Amnesty Grant Program
Fee Proposal**

Applicant Name	Southern California Mountains Foundation			Date	11/7/2025
Personnel					
Task(s)	Title	Rate	Hours	Dollar Amount	
1 & 4	Program Coordinator	\$27.85p/hr + 23.65% benefits	144	\$ 4,958.14	
2 & 3	Corpsmembers Rate includes Crew Supervisor, Benefits, Equipment, etc.	\$48.03	640.00	\$ 30,739.20	
Subtotal				\$ 35,697.34	
Other Direct Costs					
Task(s)	Description	Rate	Quantity	Dollar Amount	
2 & 3	Mileage for outreach, events, and disposal of tires	\$0.70	2000	\$ 1,400.00	
1 & 2	Event and Outreach supplies and Materials	N/A	1	\$ 120.42	
Subtotal				\$ 1,520.42	
Total Direct Costs				\$ 37,217.76	
Indirect @ 20.91%				\$ 7,782.24	
Grand Total				\$ 45,000.00	



Exhibit “C”

CalRecycle Reporting and Close-Out Requirements

Consultant shall comply with all applicable CalRecycle reporting, documentation, and close-out requirements associated with the Waste Tire Amnesty (TA) grant program. Consultant shall track, maintain, and provide all programmatic data and documentation necessary to support CVAG’s preparation and submission of required reports and payment requests to CalRecycle.

Key Deadline

- Final Report and Final Payment Request: Close of program cycle
(For Tire Amnesty TA8: October 28, 2027)

Documents Required for Final Report Submission

- [Reliable Contractor Declaration](#), CalRecycle Form 168 (Rev. 4/24)
- [Payment Request Checklist and Final Progress Report](#) (Tire Amnesty – TA), CalRecycle Form 754 (Rev. 9/24)
- Optional (preferred): Consultant-produced final report narrative, including photographs

Documents Required for Final Payment Request Submission

- [Expenditure Itemization Summary](#) (Tire Amnesty – TA), CalRecycle Form 755 (Rev. 9/21)
- [Grant Payment Request](#), CalRecycle Form 87 (Rev. 7/21)
- CVAG Personnel Expenditure Summary (*to be generated by CVAG*)
- All invoices associated with consultant services for the program cycle
- Proof of payment for all invoices (*to be provided by CVAG*)

CVAG shall provide Consultant with access to required CalRecycle forms and applicable guidance. Consultant shall ensure that all required program documentation is collected, maintained, and submitted to CVAG in a timely manner and in a format acceptable to CVAG and consistent with CalRecycle requirements.

ITEM 4C

Coachella Valley Association of Governments
Energy & Sustainability Committee
February 12, 2026



STAFF REPORT

Subject: Authorizing Use of SB 707 Teleconferencing Provisions

Contact: Elysia Regalado, Deputy Clerk (eregalado@cvag.org)

Recommendation: Adopt Resolution No. 2026-002-ES authorizing the CVAG Energy & Sustainability Committee, as an eligible multijurisdictional body, to utilize the teleconferencing provisions established under Senate Bill 707

Background: The California Legislature last year passed Senate Bill 707 (2024) to modernize the teleconferencing provisions of the Ralph M. Brown Act and establish updated rules for specific categories of legislative bodies, including eligible multijurisdictional bodies. SB 707 took effect on January 1, 2026, and its provisions are now available for use by qualifying agencies.

CVAG's committees qualify as eligible multijurisdictional bodies under SB 707 because their membership includes cities, the County of Riverside, and tribal governments. The legislation recognizes that regional agencies often include members who travel across multiple jurisdictions and therefore benefit from additional flexibility when participating remotely.

Adopting the proposed resolution will authorize the CVAG Energy & Sustainability Committee to use the teleconferencing flexibilities available under SB 707. These include exemptions that allow remote participation without posting a member's teleconference location, subject to certain limits. For the Energy & Sustainability Committee, this would mean members could use this option up to two meetings per calendar year. SB 707 requires that an eligible multijurisdictional body adopt a resolution in open session at a regular meeting before using these provisions.

Adoption of the resolution does not obligate CVAG to rely exclusively on SB 707. CVAG may continue using traditional Brown Act teleconferencing rules, with SB 707 serving as an additional option when appropriate. Implementing SB 707 will also support member participation, particularly for a regional body whose members travel, while maintaining full compliance with the Brown Act's public access and transparency requirements.

This is a one-time resolution that does not require periodic renewal. At the direction of CVAG's Legal Counsel, a separate resolution will be adopted for each CVAG committee, each assigned a unique resolution number to ensure accurate tracking and future reference. In addition to the resolution, staff has included further guidance on Brown Act changes and conflicts of interest as part of a separate, informational staff report.

Fiscal Analysis: There is no cost to adopt the resolution.

Attachment: Resolution 2026-002-ES

RESOLUTION NO. 2026-002-ES

**A RESOLUTION OF THE
ENERGY & SUSTAINABILITY COMMITTEE OF THE
COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS
AUTHORIZING THE USE OF TELECONFERENCING PURSUANT TO SENATE BILL 707
FOR ELIGIBLE MULTIJURISDICTIONAL BODIES**

THE ENERGY & SUSTAINABILITY COMMITTEE OF THE COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS DOES HEREBY FIND, RESOLVE, AND ORDER AS FOLLOWS:

WHEREAS, the Coachella Valley Association of Governments (CVAG) is a regional, multijurisdictional agency composed of cities, the County of Riverside, and tribal governments, and therefore qualifies as an *eligible multijurisdictional body* under the Ralph M. Brown Act, as amended by Senate Bill 707 (2024); and

WHEREAS, Senate Bill 707 modernizes the Ralph M. Brown Act's teleconferencing provisions and establishes specific teleconferencing flexibilities for eligible multijurisdictional bodies, including exemptions from certain traditional teleconference requirements; and

WHEREAS, Government Code section 54953.8.7 authorizes eligible multijurisdictional bodies to utilize these teleconferencing provisions upon adoption of a resolution in open session at a regular meeting of the body, and in compliance with other requirements contained in Government Code sections 54953.8 and 54953.8.7; and

WHEREAS, the Energy & Sustainability Committee desires to ensure that its members may utilize this teleconferencing method and participate remotely when appropriate, while maintaining full compliance with the Brown Act's public access and transparency requirements; and

WHEREAS, adopting this resolution will allow CVAG to implement the teleconferencing options available to eligible multijurisdictional bodies under SB 707, while continuing to provide meaningful public participation and access to meetings;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The Energy & Sustainability Committee of the Coachella Valley Association of Governments hereby authorizes the use of the teleconferencing provisions available to eligible multijurisdictional bodies under Government Code section 54953.8.7, as amended by Senate Bill 707 for meetings of the Energy & Sustainability Committee and other qualifying CVAG legislative bodies, as appropriate. This resolution shall remain in effect unless and until amended or rescinded by the Energy & Sustainability Committee.

PASSED AND ADOPTED by the Energy & Sustainability Committee of the Coachella Valley Association of Governments, County of Riverside, State of California, on February 12, 2026.

By: _____
Oscar Ortiz
Energy & Sustainability Committee Chair

Witnessed By: _____
Tom Kirk
Executive Director

ITEM 5A

Coachella Valley Association of Governments Energy & Sustainability Committee

February 12, 2026



STAFF REPORT

Subject: Addressing Air Quality in the Coachella Valley

Contact: Emmanuel Martinez, Assistant Director – Energy & External Affairs
(emartinez@cvaq.org)

Recommendation: Information

Background: The Coachella Valley faces persistent air quality challenges, including particulate matter (PM 10) dust pollution, windblown sand, and the continued threat of emissions arising from the drying Salton Sea, and frequently records PM10 levels that exceed state and federal standards. The air quality challenges have been recognized through the Coachella Valley's State Implementation Plan for air quality, which also includes best available control measures. But as the Committee is aware, the issues have been heightened since Tropical Storm Hilary hit in 2023, as the Coachella Valley experienced significant increased exposure to dust. As a result, CVAG and Coachella Valley leaders advocated for increased attention to this matter, strengthening the partnership with the South Coast Air Quality Management District (SCAQMD) to better monitor and mitigate the impacts of dust in the Coachella Valley.

Last year, as part of CVAG's advocacy and increased engagement with SCAQMD regarding post-Hillary dust concerns, SCAQMD provided an update to the Committee regarding the air quality data in the Coachella Valley. Since that time, Riverside County Supervisor V. Manuel Perez (who is Chair of CVAG and a SCAQMD Board Member), CVAG staff and other local leaders have actively engaged in advocating for actions to help this issue. To provide the committee with updates on SCAQMD's efforts, Sarah Reese, Ph.D., Deputy Executive Officer, and Carlos Gonzalez, Assistant Deputy Executive Officer, will attend the February meeting of the Energy & Sustainability Committee.

Staff would highlight a few key actions taken by SCAQMD and CVAG to help increase monitoring and response to windblown dust during high-wind events.

In November 2025, SCAQMD in partnership with Supervisor Perez hosted a dust summit focused on the growing concern of windblown dust, especially during high-wind events. At the summit, experts from SCAQMD, Riverside University Health System, University of California, Riverside (UC Riverside), and the U.S. Environmental Protection Agency, and others shared information and insights regarding the challenges posed by windblown dust and its effect on air quality and public health, including the quality of life for residents and visitors, reduced visibility, and health impacts to vulnerable populations, such as children and seniors with existing respiratory illnesses. The summit also served as an opportunity to identify opportunities to collaborate across agencies.

In October, the SCAQMD Board of Directors approved an allocation of \$3.1 million from AB 1318 funds for evaluation and mitigation of dust issues in the Coachella Valley. SCAQMD will use \$750,000 of the funds to hire UC Riverside to quantify emissions from soil types and prioritize mitigation efforts. Once that phase is completed, control measures for land uses with the highest emissions will be developed. The final phase will fund PM reduction projects. This budget allocation was also presented to SCAQMD's Mobile Source Air Pollution Reduction Review Committee (MSRC), which will receive an update 12 months from when the Board approved the action.

Additionally, SCAQMD has taken steps to supplement the regulatory monitors in the Coachella Valley. There are regulatory monitors in three locations: the City of Palm Springs, the City of Indio, and in the unincorporated community of Mecca. Amid calls for more action from the Coachella Valley, SCAQMD in November 2024 placed a temporary monitor in the City of Cathedral City located south of the Whitewater Wash. The Cathedral City monitor data showed significantly higher PM 10 levels in comparison to the three regulatory monitors, which indicated to SCAQMD the need for additional PM10 monitoring. For example, on March 26, 2025, while the Palm Springs and Indio monitors recorded PM levels of 39 and 194 micrograms per cubic meter, respectively, the Cathedral City Monitor reported 860 micrograms per cubic meter. As this example demonstrates, the Cathedral City monitor now captures data that more accurately represents the actual air quality conditions being experienced in the large parts of the Coachella Valley. Additionally, the Cathedral City monitor helps to address an area gap in data that will more accurately reflect air quality conditions.

To help fill in area gaps and collect data, SCAQMD, UC Riverside, and CVAG staff are currently working to place five additional PM10 monitors in the Coachella Valley. The sensors are non-regulatory, lower-cost QuantAQ PM10 sensors, which will provide additional real-time data. Once the sensor locations are finalized and installed, their data will be integrated into SCAQMD's Air Quality Index map.

Additionally, in summer 2025, an environmental monitoring camera overlooking the northwestern Coachella Valley was installed near the top of Palm Springs Aerial Tramway. The imagery captured during dust events will be analyzed by SCAQMD with advanced image-processing techniques to pinpoint specific dust source areas. A second camera to monitor the southeastern portion of the valley was also installed. Both real-time and archived imagery from these cameras are accessible on the SCAQMD website: [Coachella Valley Dust Cameras](#).

In addition to new efforts to address PM 10, CVAG's regional street sweeping program was provided an additional year of funding from SCAQMD. This program had previously been awarded \$1.15 million to conduct street sweeping operations to reduce PM10 from roadways. The existing contract is in its final year, and the new amendment will add \$220,000 to this contract for another year of street sweeping.

CVAG staff is also coordinating efforts with SCAQMD advertise related to incentive programs. Through its [Residential Electric Lawn and Garden Equipment Rebate Program](#), SCAQMD provides rebates for electric leaf blowers, trimmers, chainsaws, and lawnmowers. In coordination with College of the Desert, the rebate information was sent to all participants of the Professional Landscaper Certification Course. Additionally, staff is working with SCAQMD staff to expand outreach efforts to schools, resorts, hotels, and other key destinations that utilize eligible landscape equipment.

Fiscal Analysis: There is no cost for providing this update to the committee.

ITEM 5B

**Coachella Valley Association of Governments
Energy & Sustainability Committee
February 12, 2026**



STAFF REPORT

Subject: Local Efforts to Address Hexavalent Chromium (Chromium- 6)

Contact: Emmanuel Martinez, Assistant Director – Energy & External Affairs
(emartinez@cvaq.org)

Recommendation: Information

Background: Hexavalent Chromium or chromium-6 is a naturally occurring heavy metal found in the geology of the Coachella Valley groundwater basin. Although the majority of the chromium found in drinking water occurs naturally, industrial activities can also contribute to groundwater contamination of chromium, especially when industrial sites fail to follow safe disposal procedures. According to health assessments, long-term exposure (70 years) to chromium-6 can result in cancer. To address naturally occurring chromium in drinking water and potential health impacts, the State Water Resources Control Board (SWRCB) established a [chromium-6 maximum contaminant level](#) (MCL) of 10 parts per billion (ppb), which became effective October 1, 2024. This new standard was set to align with [public health goals](#), established by the Office of Environmental Health Hazard Assessment (OEHAA).

California is the first and only state in the nation to adopt a drinking water standard for chromium-6. All other states adhere to the federal drinking water standard for total chromium, which is 100 ppb, including chromium-3 and chromium-6. The California drinking water standard for total chromium is 50 ppb, including chromium-3 and chromium-6. In the Coachella Valley, the average level of natural occurring chromium-6 in CVWD's wells is 9.4 ppb, with a range of 0 to 22 ppb.

Adhering to the new drinking water standard for chromium-6 can have a significant financial impact. The new standard presents a significant financial challenge to local public water systems and the ratepayers they serve. According to the Coachella Valley Water District (CVWD), the cost of complying with the new regulation exceeds \$350 million, which will likely impact water rates for CVWD customers. Costs of implementing new filtration technology and related infrastructure upgrades has been a concern since the time the new MCL was first adopted by the SWRCB in 2014, and then later invalidated by the courts. In 2014, recognizing the financial burden, the California Legislature enacted SB 385 in 2015, which authorized the SWRCB to grant public water systems a variance for complying with the new MCL standard. In 2017, the MCL was invalidated by the courts for not sufficiently analyzing the economic feasibility. The 2024 rulemaking addresses the financial concerns by updating cost estimates and assessments, compliance plans, and financial assistance programs for affected agencies. Most recently, the Legislature passed Senate Bill 466 in 2025 which provides legal protection to water agencies actively implementing approved chromium-6 compliance measures, shielding them from lawsuits while remediation efforts are underway.

The new MCL compliance schedule is as follows:

System Size (as of regulation's effective date)	Compliance Schedule	Compliance Monitoring Begins
10,000 service connections or more	2 years from regulation's effective date	October 1, 2026
1,000 to 9,999 service connections	3 years from regulation's effective date	October 1, 2027
Less than 1,000 service connections	4 years from regulation's effective date	October 1, 2028

Establishing a MCL for chromium-6 has been an ongoing effort, and the new 2024 rulemaking is also being challenged in court for inadequate economic analysis and for not sufficiently exploring alternatives, including failing to meet the state's Human Right to Water Policy. While the courts adjudicate the issue, public water agencies in the Coachella Valley are working to comply with the new MCL standard. Coachella Valley Water District and other local water agencies have [notified customers](#) regarding this issue as mandated by state law. The District has submitted the required compliance and implementation plans to the State, developed large-scale ion exchange treatment projects, and built a demonstration project in 2017, which successfully reduced chromium-6 to chromium-3 using stannous chloride. CVWD is also working on integrating this technology with its pipeline delivery system.

CVWD's Joanne Le, Director of Environmental Services, will provide a detailed update on these efforts at the February meeting of the Energy & Sustainability Committee. CVAG staff would note that Indio Water Authority, Coachella Water Authority, and Mission Springs Water District are also working towards adhering to the new standard, including submitting compliance plans to the State and notifying customers. Desert Water Agency is the only entity in the Coachella Valley that has not detected chromium-6 above MCL in its water distribution. Water system consumer confidence reports and hexavalent chromium testing information is available on California's [Drinking Water Watch](#).

Fiscal Analysis: There is no cost for providing this update to the committee.

ITEM 6B

Coachella Valley Association of Governments
Energy & Sustainability Committee
February 12, 2026



STAFF REPORT

Subject: Conflict of Interest Guidance

Contact: Elysia Regalado, Deputy Clerk, (eregalado@cvaq.org)

Recommendation: Information

Background: Over the years, CVAG's committee members have periodically requested clarification regarding the rules and regulations governing conflicts of interest during voting. This staff report provides a refresher on key requirements to support informed, transparent, and ethical decision-making.

A full guidance memorandum from Best Best & Krieger is included as an attachment. Key highlights are summarized below:

- **Real Property Conflicts:** Ownership of property within 500 feet of a subject parcel creates a presumed conflict of interest. Property located more than 500 feet away may still present a conflict depending on the circumstances. Staff provides parcel maps and related information with each acquisition item, and Committee members must recuse themselves from discussion and voting when a conflict exists.
- **Financial Contributions:** Campaign contributions of **\$500 or more** made within **12 months before or after** a proceeding by an individual or entity involved in the matter constitute a conflict, subject to limited exceptions. Committee members must disclose such contributions and abstain from participating in related decisions.
- **Personal Financial Interests:** Committee members must recuse themselves if they hold any financial interest that could be affected by the decision, including real property ownership, business investments, personal income, or spousal income.
- **Dual Roles and Service on Other Boards:** Serving in multiple public roles does not automatically require recusal. However, recusal is required when the matter involves real estate negotiations or potential litigation discussed in closed session. Committee members are encouraged to be transparent about dual roles to avoid any appearance of bias.
- **Disclosure and Recusal Procedures:** Committee members must publicly disclose the basis for a conflict of interest and fully recuse themselves, which includes leaving the room during deliberations and refraining from any participation in the item.

Staff also wishes to inform the Committee of upcoming changes to the Ralph M. Brown Act that will take effect in 2026. While most of these changes are not expected to apply directly to CVAG committee members because it is a joint powers authority, staff will continue to coordinate with Legal Counsel to ensure the Committee remains compliant with any provisions that do apply. A separate consent item on this agenda is recommending a resolution related to some of these Brown Act updates.

For reference, the Brown Act guide is available for review at the following link: [Ralph M. Brown Act](#)

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

Attachment: Best Best & Krieger 2024 Key Insights Into Open Government & Ethics- *Avoiding Financial Conflicts- Should I Participate in this Decision?*



Avoiding **Financial Conflicts of Interest** — Should I Participate in this Decision?

The Political Reform Act of 1974 (Gov. Code Sections 81000–91014) forms the foundation for California’s financial conflict of interest laws for public officials. The purpose is to cover both actual and apparent conflict of interest situations between a public official’s private interest and their public duties.

The basic rule is that no public official shall make, participate in making, or in any way attempt to use their official position to influence a governmental decision if they know, or have reason to know, that they have a financial interest in the decision.

Who Should Avoid Financial Conflicts of Interest?

All decision-making public officials for local government agencies which includes every member, officer, and employee of a local government agency, as well as consultants to a local agency who meet certain criteria. Public officials may also include members of public agency boards, councils, commissions, and committees with decision-making authority.

If you are a public official who may make, participate in making, or in any way influence a public agency decision, this resource will help determine whether you have a potential financial conflict of interest that has to be addressed.

Do I Have a Financial Conflict of Interest Under the Political Reform Act?

Before making a decision or discussing a future decision of your public agency, try to answer the following questions:

1. Will you be “participating in a decision?”

You are “participating in a decision” of your public agency by doing any of the following:

- **Making an actual decision** — Voting, making an appointment, or taking an action that obligates or commits your public agency.
- **Contributing to the decision-making process** — Making a recommendation or participating in negotiations about the public agency decision.
- **Influencing the decision** — Making your position known, discussing the decision with other agency officials, providing reports, or influencing others (such as staff or consultants) who are involved in the decision-making process.

2. Does the decision affect one or more of your “financial interests?”

A financial conflict of interest can exist if the public agency decision you are participating in affects (positively or negatively) any of your “financial interests” as described in the Act and listed here:

- **Business Interest:** Any for-profit business entity in which you or your immediate family (spouse and dependent children) have a direct or indirect investment worth \$2,000 or more. You also have a financial interest in any business in which you are an employee, manager, officer, director, owner, partner or trustee, regardless of whether you have an investment or receive income from the entity.
- **Source of Gross Income:** A public official has a financial interest in any source of income that is either received by or promised to the official and totals \$500 or more in the 12 months before the decision. Income is very broadly defined as “a payment received” with few exceptions. Examples of income include salary, wage, advance, dividend, interest, rent, proceeds from any sale, gift, loan, forgiveness or payment of debt, or community property interest in income of a spouse. The FPPC regulations make it clear that a conflict of interest results whenever either the amount or the source of an official’s income is materially affected by a decision. Also, a decision that foreseeably will materially affect an official’s employer would generally necessitate a disclosure and disqualification, even if the amount of income received by the official was not affected. Common exclusions from income include loans from commercial lending institutions in the ordinary course of business made on terms available to the general public, campaign contributions, government salaries and benefits, monetary inheritances, and alimony or child support payments.
- **Gift Interest:** Any gift(s) — cash, goods or services — promised or given to you in the past 12 months by a person, business, or other entity totaling \$590 or more in value. The dollar limit is adjusted biennially in odd-numbered years based on the Consumer Price Index (CPI).
- **Real Property Interest:** Any real property interest, including ownership, mortgage, lease, easement or license, or option to acquire such interest in real property, located in the public agency’s jurisdiction owned directly or indirectly by you or your immediate family if the fair market value of the real property interest is \$2,000 or more. Month-to-month tenancies are not considered an interest in real property. Interest in real property also includes a pro rata share of a business entity’s real property or trust in which the public official or immediate family owns, directly or indirectly, a 10 percent interest or greater.

- **Personal Financial Interest:** Any personal expense, income, asset, or liability of you or your immediate family (spouse and dependent children).
- 3. Will the public agency decision have a reasonably foreseeable “material financial effect” on any of your financial interests?**

Participation in a decision that affects your financial interest creates a conflict of interest only if it is reasonably foreseeable (a realistic possibility) and the effect is “material.”

In general, if the financial effect can be recognized as a realistic possibility and more than hypothetical or theoretical, it is reasonably foreseeable. If the financial result can be expected only in extraordinary circumstances not subject to the public official’s control, it is not reasonably foreseeable. In determining whether a governmental decision will have a reasonably foreseeable financial effect on a financial interest other than an interest explicitly involved, described above, the following factors should be considered:

- a. The extent to which the occurrence of the financial effect is contingent upon intervening events.
- b. Whether you should anticipate a financial effect on your financial interest as a potential outcome under normal circumstances when using appropriate due diligence and care.
- c. Whether you have a financial interest that is of the type that would typically be affected by the terms of the governmental decision.
- d. Whether the governmental decision will provide or deny an opportunity, or create an advantage or disadvantage for one of your financial interests, including whether the financial interest may be entitled to compete or be eligible for a benefit resulting from the decision.

This is not an exclusive list of all the relevant facts that may be considered in determining whether a financial effect is reasonably foreseeable.

“Material” means important or significant, and often depends upon whether or not the interest is explicitly involved. For each financial interest you identified as potentially affected by the decision, review the corresponding analysis below to determine whether the effect is material.

- **Business, Source of Income, and Gift Financial Interests — Explicitly Involved:** If your financial interest is explicitly involved (i.e., the subject of or a named party in the decision), the financial effect of the decision on your financial interest is presumed to be material unless you can demonstrate that the decision will not have a financial effect on your financial interest.
- **Business, Source of Income, and Gift Financial Interests — Not Explicitly Involved:** A reasonably foreseeable financial effect on a business entity is material if it results in 1) a change in gross revenues or in the value of assets or liabilities by at least \$1 million or 5 percent of annual gross revenues, or 2) a change in business expenses of \$250,000 or more or of 1 percent of annual gross revenues and the change is at least \$2,500; or if the business entity owns property that is the subject of the decision or would be substantially effected by the decision.
- **Real Property Interest — Explicitly Involved:** When your real property interest is explicitly involved in a public agency decision, the reasonably foreseeable financial effect is presumed material. A real property interest is explicitly involved when the decision includes matters such as the property's zoning, annexation, sale, lease, licensed or permitted use, taxes, fees, or improved services to the property.
- **Real Property Interest — Not Explicitly Involved:** When the real property is not explicitly involved, a decision's reasonably foreseeable financial effect is presumed material if, among other things, any part of the property in which you have a financial interest is within a 500-foot radius of the real property involved in the decision, unless it is clear the decision will not have a measurable impact on your property. If your property is located more than 500 feet, but less than 1,000 feet, from the property line of the property involved in the decision, the financial effect is material if the decision would have certain specified impacts, such as changing the parcel's view, noise or traffic level, development or income-producing potential, best use, character, or market value.

If the real property in which you have a financial interest is 1,000 feet or more from the property involved in the decision, the financial effect of the decision on your real property interest is presumed not to be material unless the specific circumstance of the decision and the nature of your property interest make it reasonably foreseeable that the decision will have a significant financial effect on your real property interest. Factors include the development potential of the property, use of the property, and character of the neighborhood.

- **Real Property Interest — Leasehold Interest:** If you have a leasehold interest in real property as opposed to an ownership interest, your leasehold interest in the property is material if the decision changes the termination date of the lease, affects the potential rental value of the property, changes your actual or legally allowable use of the property, or impacts your use and enjoyment of the property
- **Personal Financial Interest:** The financial effect of a decision on your personal financial interest is material if the decision may result in you or your immediate family member receiving a financial benefit or loss of \$500 or more in any 12-month period due to the decision.

5. Does the decision affect your financial interests differently from the “public generally?”

Even if you answered “yes” to the first three questions, you have a financial conflict of interest only if the decision affects you differently from the public in general. The financial effect of a decision is indistinguishable from its effect on the public generally if you establish that a significant segment of the public is affected and the effect on your financial interest is not unique compared to the effect on the significant segment.

A significant segment of the public is at least 25 percent of:

- **Business Interest —** All businesses or nonprofit entities within your jurisdiction.
- **Real Property Interest —** All real property, commercial real property, or residential real property within your jurisdiction.
- **Individuals —** All individuals within your jurisdiction.

If you are elected to represent a specific district/area in the public agency, your “jurisdiction” is that district/area; otherwise, your jurisdiction is the agency’s jurisdiction.

A significant segment of the public is at least 15 percent of residential property within your agency’s jurisdiction if the only interest you have in the decision is your primary residence.

Specific rules exist for special circumstances involving public service and utility charges, general use or licensing fees, decisions with limited neighborhood effects, rental properties, required representative interests as part of a board or commission membership, states of emergency, and governmental interests.

What Should I Do if a Financial Conflict Exists?

1. Do not participate in the decision.

If you answered “Yes” to all four questions above, you most likely have a financial conflict of interest and you are prohibited from participating in the decision-making process. Do not participate in the discussion or render any opinion or advice, and do not act in any way that might influence the decision.

2. Disclosure and recusal are required.

State law requires you to publicly disclose your financial conflict of interest on the record and excuse yourself from the meeting while the matter is being considered in open session. You generally do not have to excuse yourself on consent calendar items unless the item is pulled, but must publicly disclose the type of your financial interest (i.e., business entity, real property, etc.) that gives rise to the conflict of interest.

3. Do not commit violations of the Political Reform Act (PRA)

Violation of the PRA can result in administrative fines, civil penalties, and criminal sanctions.

Other Conflict of Interest Laws

Two other key financial conflict of interest laws apply to public officials that you may encounter as either a board or council member, public employee, or consultant in the decision-making process:

1. Self-Interested Contracts (Government Code Section 1090)

This key law prohibits you, as a local official or employee, from voting on, discussing, or negotiating a proposed contract or sale with your public agency if you could receive some financial gain or loss from the contract or sale. Even if you abstain as a board or council member, the entire board or council is prohibited from entering into the contract unless an exception applies. Any contract signed by a public agency board or council in violation of Section 1090 is void. The rule is different if you are a decision-making employee not on the board or council. A public agency employee may disclose their financial interest in the public agency contract and be disqualified from any involvement, allowing the board or council to enter the contract legally. Violation of this law will void the contract or sale and may result in permanent forfeiture of office for elected officials. There are limited exceptions to this law that are beyond the scope of this resource.

2. Campaign Contributions (Government Code Section 84308)

If you are a directly elected or appointed public official, this law (known as the Levine Act) prohibits you from participating in proceedings involving licenses, permits, or other entitlements for use that affect a person, business, or other entity from which you have received a campaign contribution of more than \$250 within the preceding 12 months, and requires you to disclose on the record the receipt of any such contribution. In addition, this law prohibits you from accepting campaign contributions of more than \$250 from a party or participant in the proceeding for 12 months after a final decision is rendered in a proceeding.



Conflict in Government Contracts — Government Code **Section 1090**

Generally, government officials or employees with personal financial interests in a government contract cannot participate in or influence the creation of that contract. California Government Code section 1090 (“Section 1090”) prohibits members of the Legislature, state, county, district, judicial district, and city officers or employees (and certain consultants) from having a financial interest in any contract made by them in their official capacity or by any governmental body or board of which they are members.

A contract made in violation of Section 1090 carries with it serious consequences. With certain exceptions for independent contractors, a willful violation is punishable as a felony and the offending person may be banned from office for life. Prosecutors and the Fair Political Practices Commission (FPPC) can sue for civil penalties or impose administrative fines. Contracts made in violation of Section 1090 are void, even when the contract is to the advantage of the government agency. All benefits flowing from the contract obtained by the non-government entity may be restored to the agency (disgorged) without any offset to the other contracting party for goods or services provided.

Members of state or local governing bodies and state or local employees are generally subject to Section 1090. Consultants of an agency may be subject to Section 1090 if they have responsibilities for contracting decisions, act in a “staff capacity,” or are otherwise involved in the making of a government contract unless they fall under the exceptions outlined in Section 1097.6. If you believe that Section 1090 may apply to your situation, you should engage qualified legal counsel to help you navigate these issues.

Do I Have a Disqualifying Conflict of Interest Under Section 1090?

The FPPC is the state body responsible for ensuring that California state and local governments operate ethically under the requirements of the Political Reform Act. The FPPC applies a six-step analysis to determine whether an official or employee has a disqualifying conflict of interest under Section 1090.

1. Is the official or employee subject to the provisions of Section 1090?

All state, county, district, judicial district and city officers and employees are subject to the law. Independent contractors may be subject to Section 1090 as well unless they fall under the exceptions outlined in Section 1097.6, which went into effect on January 1, 2024. Now, independent contractors who enter into a contract with a public agency to perform one phase of a project and seek then to enter into a subsequent contract for a later phase of the same project are not “officers” under Section 1090 if their duties and services related to the initial contract did not include assisting the public agency with any portion of a request for proposals,

request for qualifications, or any other subsequent or additional contract with the agency. However, even if independent contractors assist the public agency with contracting matters, they may enter into a subsequent contract with the public agency for a later phase of the same project so long as: (1) their prior participation during an initial stage of a project was limited to conceptual, preliminary, or initial plans or specifications; and (2) all bidders or proposers for the subsequent contract have access to the same information, including all conceptual, preliminary, or initial plans or specifications.

2. Does the decision or action at issue involve a contract?

One looks to general principles of contract law to determine whether a contract is involved in a process or decision. Sections 1090 and 1097 require that all transactions be viewed in a broad manner and avoid narrow and technical definitions of “contract.” Under this law, “a contract” includes a request for proposal, MOU, construction contract, lease or other real property agreements, purchase orders and agreements, any exchange of goods or services for consideration whether in writing or not and grants of money or property or other things of value. Generally, a contract exists when two or more parties agree to exchange goods or services with the expectation that each will receive something of value in return.

3. Is the official or employee participating in the making of a contract?

“Making a contract” is broadly construed and includes any participation in the making of the contract including, but not limited to involvement in preliminary discussions, negotiations, compromises, reasoning, planning, drawing of plans and specifications, solicitation for bids and other actions. The understanding of “participation” is very broad and requires careful analysis. Also, in relation to a public body, such as a city council or district board, when members of a public board, commission or similar body have the power to execute contracts, each member is presumed to be involved in the making of all contracts by his or her board regardless of whether the member actually participates in the making of the contract. The presence of one person with a financial conflict of interest in a contract prevents the entire body from acting on that contract. Thus, when council or board members are involved, it is irrelevant whether or not they recuse themselves from the decision because the law usually presumes that the official was involved in entering the contract.

4. Does the official or employee have a “financial interest” in the contract?

A person has a financial interest in a contract if he or she might profit or suffer a loss from the contract in any way. Said another way, any kind of financial impact – good or bad – causes a conflicting financial interest. The impact need not even be certain. Although Section 1090 does not specifically define “financial interest,” the term is liberally and broadly construed to include indirect, as well as direct interests. An indirect interest often arises when an official or employee has a business or financial relationship with a person or entity who is contracting with the government entity. A person is conflicted under Section 1090 when their financial interest might in any way prevent the person from exercising absolute loyalty and undivided allegiance to the best interests of the public agency. Any separate, personal interest of an officer or employee in a government-made contract may constitute an indirect interest. An official has a conflict of interest when that official’s spouse has a financial interest in the making of the contract. This is because the law presumes that an official is financially interested in his or her spouse’s income or financial interest.

5. Does either a “remote interest” or non-interest apply?

By law, there are various statutory exceptions to Section 1090’s prohibition against an entire board or agency making a contract. Where the financial interest involved is deemed a “remote interest,” as defined in Section 1091, the contract may be made if: 1) the officer in question discloses his or her financial interest in the contract to the public agency, 2) such interest is noted in the entity’s official records and 3) the officer abstains from any participation in the making of the contract.

Section 1091 provides a list of 16 “remote interests.” These provisions are complex and one should not rely on the application of these exceptions without first consulting with counsel or seeking the advice of the FPPC.

Non-interests apply to all persons covered by Section 1090: Non-interests are set forth in Section 1091.5. There are 13 of these statutory non-interests. In essence, these constitute a legislative recognition that certain financial interests are so remote or speculative as to not require disqualification from participating in the making of a contract, or which are designed to serve or accommodate some other public policy, such as one’s interest in one’s own salary from a government entity or the receipt of public

services. A non-interest means a person is not disqualified from participating in the making of a contract. Some non-interests do still require the official to disclose the interest in the official records. Again, as with “remote interests,” these non-interest exceptions are complex and one should seek the advice of legal counsel or the FPPC before relying on one of these statutory exceptions.

6. Does the Rule of Necessity apply?

The Rule of Necessity applies only to government entities, not individuals. In very limited circumstances, a Rule of Necessity has been applied to allow the making of a contract that Section 1090 would otherwise prohibit. Under the Rule of Necessity, a government agency may acquire an essential good or service in an emergency when to delay the contract would be to the public detriment, or when no source other than that which triggers the conflict is available. When the Rule of Necessity applies, due to a conflict with an official on a multi-member board or body, the interested official must abstain from any participation in the decision.

What Are the Consequences if Section 1090 is Violated?

- With certain exceptions for independent contractors, a willful violation or aiding and abetting a willful violation of Section 1090 is punishable as a felony and carries a sentence of up to three years in state prison and a lifetime ban from holding office.
- A prosecutor or the FPPC can bring a civil action to collect civil fines of up to \$10,000 or three times the amount of the benefit received under the contract.
- The FPPC can impose administrative fines of up to \$5,000 per violation.
- The contract is void and suit may be brought to have the contract declared void.
- All proceeds, payments and profits received or obtained as a result of the contract must be returned to the government entity.
- Because most Section 1090 violations also violate the Political Reform Act’s prohibition against having a financial interest in a governmental decision, the full array of penalties available under that Act also apply, including misdemeanor criminal liability, civil penalties, administrative fines and injunctive relief.

ITEM 6C

**Coachella Valley Association of Governments
Energy & Sustainability Committee
February 12, 2026**



STAFF REPORT

Subject: Inland Regional Energy Network's Business Plan and Public Sector Update

Contact: Jacob Alvarez, Program Manager (jalvarez@cvag.org)

Recommendation: Information

Background: CVAG is collaborating with Western Riverside Council of Governments (WRCOG) and San Bernardino Council of Governments (SBCOG) on a joint Regional Energy Network (REN), known as Inland Regional Energy Network (I-REN). I-REN is governed by an Executive Committee, with CVAG's votes represented by the Energy & Sustainability Committee Chair, or Vice Chair as needed.

The I-REN Executive Committee last met on January 20, 2026, and authorized the formal submittal of the 2028-2035 Business Plan Application (BPA) to the California Public Utilities Commission (CPUC). While the original filing deadline was mid-February, the CPUC has extended the deadline to March 16, 2026. This extension allows I-REN staff to further refine the budget and the narrative to highlight the specific benefits and value provided to the Riverside and San Bernardino County regions.

The 2028–2035 BPA represents a substantial scale-up of regional investment compared to the current cycle, which provided \$65.5 million through 2027. Using a zero-based budget assessment of program needs and a 5% annual cost-of-living adjustment, the proposed budget calls for \$178 million total through 2035, or an average of \$22.3 million each year.

The plan maintains the three-sector portfolio that is in the current Business Plan, with investment planned in the Public Sector, Codes & Standards, and Workforce Education & Training. The new BPA also introduces the following:

- **Public Sector:** Expanding technical support for Normalized Metered Energy Consumption (NMEC)/Cash for Kilowatts projects to help local agencies secure more projects and receive incentives.
- **Workforce Education & Training (WE&T):** Doubling the number of I-REN Energy Fellows by 2028 (up to 54 Fellows) and a new initiative to help contractors enroll in utility-run low-income Energy Savings Assistance (ESA) programs.
- **Codes & Standards:** Launching a digital Learning Management System, offering Spanish-language simulcasts, and providing new support for local jurisdictions to comply with AB 39.
- **Integrated Demand-Side Management (IDSM):** Integrating IDSM portfolio-wide to improve regional grid resiliency through comprehensive audits and technical support.
- **Advocacy for Residential & Commercial Sectors:** Coordinating regional partnerships to increase incentive uptake and building a new platform to simplify program navigation for residents.

Per the direction of its Committees, CVAG staff continues to advocate for cross-sector coordination and a focus on the Residential and Small/Medium Commercial sectors. As drafted, I-REN's focus will be on regional awareness of energy efficiency opportunities for these areas, and not additional programming.

In addition to the BPA, the I-REN Executive Committee in January reviewed a performance update on Public Sector activities. The I-REN staff report highlighted CVAG's progress within the Cash for Kilowatts incentive program and the launch of new Integrated Demand Side Management (IDSM) offerings, which now include technical support for solar, battery storage, and EV charging.

The following data demonstrates that CVAG shows the highest rate of program adoption among the regional partners. Despite having fewer member agencies than WRCOG or SBCOG, CVAG has achieved a higher proportional utilization of allowable project slots (limited to two active projects per city, a total of four max.). This comparison underscores CVAG's robust engagement and identifies the remaining capacity available to member agencies before the current funding cycle ends in 2027.

Regional Progress Comparison Table

Milestone	CVAG (10)	SBCOG (24)	WRCOG (18)
Energy Roadmaps Delivered	10 Agencies 1 Tribe	15 Agencies	19 Agencies
Energy Audits Completed	9 Agencies	18 Agencies	10 Agencies
Initial Measures List (IML)	7 Agencies (1 Pending)	14 Agencies (1 Pending)	9 Agencies
Letters of Intent (LOI)	4 Agencies	11 Agencies	6 Agencies (1 Pending)
CPUC Applications Filed	2 Agencies	1 Agency	4 Agencies
Construction / Data Collection	3 Agencies	6 Agencies	2 Agencies

CVAG staff is now working with staff at the Cities of Palm Springs, Rancho Mirage, Palm Desert, and Indian Wells on the application and construction phases. Across the entire I-REN territory, \$4.9 million in incentives has been identified, and all public agencies are currently eligible for up to 80 percent project cost coverage.

A completed I-REN Energy Roadmap will be key to accessing expanded Integrated Demand Side Management (IDSM) services. While I-REN does not fund capital costs for solar or batteries, it now provides technical assistance to bridge the gap between energy efficiency and clean energy. These new services include clean energy and resilience audits (Solar PV, storage, and microgrids), EV infrastructure planning, financial assessments to identify external grants, and procurement support for project oversight.

Looking ahead, I-REN staff is seeking internal feedback on policy adjustments to the "two-project-at-a-time" limit. This remains a priority for CVAG staff, as the current cap can restrict agencies ready to implement multiple energy-saving measures before the cycle ends on December 31, 2027. The cap dates back a few years, and CVAG's Energy & Sustainability Committee previously reviewed four participation models:

- Option 1: Operate on a first-come, first-served basis until the budget runs out, which could mean some agencies benefit more than others.
- Option 2: Allow only one energy efficiency project per agency at a time and reserve funding for all eligible agencies, which could make it difficult to meet I-REN goals if not every agency participates.
- Option 3: Allow up to two projects per agency at a time and reserve funding for all eligible agencies, which would assume a moderate level of adoption.

- Option 4: Support a maximum of two energy efficiency projects per agency at a time but up to four for county-led projects, which also assumes a moderate adoption of project services by each agency.

In late 2023, the Energy & Sustainability Committee endorsed the fourth option to balance regional equity with the needs of larger well-funded agencies. However, given the approaching Business Plan 2027 cycle deadline, CVAG staff anticipates bringing this policy back for further discussion in advance of the I-REN Executive Committee meeting in April.

Fiscal Analysis: There is no additional cost to CVAG for these items. Staff time dedicated to I-REN and the costs of the services of consultants are covered through the I-REN budget.

ITEM 6D

**Coachella Valley Association of Governments
Energy & Sustainability Committee
February 12, 2026**



STAFF REPORT

Subject: **Status of the Salton Sea Conservancy**

Contact: Emmanuel Martinez, Assistant Director – Energy & External Affairs
(emartinez@cvaq.org)

Recommendation: Information

Background: The environmental and public health implications of reduced water inflows to Salton Sea is an issue of regional and statewide concern. As water levels at the Salton Sea recede, dry lakebed or playa exposure increase dust emissivity and air quality concerns. The shrinking of the Salton Sea will also result in increased water salinity and habitat loss that will impact the species that depend on the Salton Sea, especially avian species on the Pacific Flyway. To address these concerns, the California Natural Resources Agency has invested in studies and mitigation projects identified in its 10-year Salton Sea Management Program. Additionally, the Salton Sea Authority and its members agencies, such as the County of Riverside, have led other efforts to advance mitigation projects focused on the north end of the Salton Sea.

In 2023, CVAG took an “oppose, unless amended” position to [Senate Bill 583](#) by Senator Steve Padilla, which was legislation that ultimately passed to create the Salton Sea Conservancy (Conservancy), was introduced in 2023. At the time, members of CVAG’s Energy & Sustainability Committee and Executive Committee had concerns related to administrative overlap with the Salton Sea Authority (SSA), a joint-powers authority which has historically been responsible for coordinating local restoration efforts and has served as the region’s representative body on Salton Sea matters. Staff would note that the Coachella Valley Conservation Commission took a similar position to oppose SB 583 until locals have more clarification or involvement in the bill language to ensure it does not deter ongoing efforts and current progress. The Coachella Valley Water District, Salton Sea Authority, Salton Sea Action Committee, Supervisor Perez, and the Torres Martinez Desert Cahuilla Indians also registered their opposition to SB 583.

SB 583 passed and was signed by the Governor in 2024, and CVAG staff has provided occasional updates on the creation of the Salton Sea Conservancy (Conservancy) and the restructuring of the governance of Salton Sea projects. The Conservancy’s creation also coincides with major progress under the Salton Sea Management Program (SSMP), including large-scale habitat and dust-suppression projects completed or initiated in 2025. For example, the Species Conservation Habitat project achieved a major milestone by filling two ponds with water totaling 2,000 acres in 2025.

SB 583 authorizes the Conservancy to coordinate, plan, and implement restoration, habitat, and dust-suppression projects at the Salton Sea. The measure also directed funding for the

Conservancy from the 2024 Climate Bond (Proposition 4), which allocates up to \$10 million for its creation and early operation. Last year, [Senate Bill 105](#) provided \$1.6 million in funding from Proposition 4 for the Salton Sea Conservancy. For Fiscal Year 2026, the Governor's proposed budget in proposes \$3.2 million to operate the Conservancy, which ultimately will focus on operating and maintaining 29,800 acres of projects completed under the SSMP and building more large-scale projects. To provide oversight and direction, the Conservancy will be governed by 15-member board, including members appointed by local, state and federal agencies. In addition to funding for the Salton Sea Conservancy, the budget passed last year by the Legislature and signed by Governor Newsom includes more than \$147 million for new habitat restoration and dust suppression projects at the Salton Sea.

The establishment of the Conservancy and its renewed governance have already impacted the SSA. In December 2025, the Imperial Irrigation District (IID) voted to end its membership with the SSA effective June 30, 2026 and appointed its Board Chairwoman, Gina Dockstader, to serve as IID's representative at the Conservancy. As the Conservancy becomes the state's primary coordinating body, the SSA may face reduced direct control over project planning and implementation. It is important to note, however, that recent large-scale projects have been implemented by the California Natural Resources Agency (CNRA) in partnership with other state and local agencies. The IID also implements dust mitigation at the Salton Sea through its Salton Sea Air Quality Mitigation Program.

If funding is approved as proposed in the Fiscal Year 2026-27 proposed budget, the Conservancy will be focused on establishing its administrative and operational functions by hiring its first three leadership positions, including its executive officer. Once established, it will begin to hold board meetings, and work towards establishing agreements related to managing land and property rights, water rights, leasing an office, and conducting public outreach and engagement. A detailed plan delineating key goals of the Conservancy for the next four fiscal years can be found [here](#).

In addition to the directly allocated Conservancy funds, the Governor proposed \$30 million for public access projects at the Salton Sea as part of his budget plan. It is unclear which agency, or agencies, would receive those funds. If approved, these funds will help expand the planning and implementation of priority habitat restoration projects at the Salton Sea and create new public access opportunities across these projects for Salton Sea communities.

Staff will continue to monitor these developments and will report back to CVAG's committees as major actions are taken.

Fiscal Analysis: There is no cost for providing this update to the committee.

ITEM 6E

Coachella Valley Association of Governments
Energy & Sustainability Committee
February 12, 2026



STAFF REPORT

Subject: 2025 Annual Property Assessed Clean Energy (PACE) Report

Contact: Eman Nazir, Management Analyst (enazir@cavg.org)

Recommendation: Information

Background: Property Assessed Clean Energy (PACE) programs provide financing to residential and commercial property owners to implement energy efficiency, renewable energy, water conservation, and seismic strengthening improvements with little or no upfront cost. Financing is repaid through a voluntary assessment placed on the property and collected via the annual property tax bill.

CVAG provides annual updates to the Energy & Sustainability Committee on PACE program activity within the Coachella Valley. The attached PACE Activity Report summarizes participation in the program across CVAG's member jurisdictions for the 2025 calendar year.

Active PACE providers operating in the region during the reporting period include CaliforniaFIRST/Renew Financial (Renew), HomeRun Financing/PACE Funding (HomeRun), and FortiFi (formerly Energy Efficient Equity, or E3). Consistent with broader statewide trends, overall residential and commercial PACE activity in the Coachella Valley has continued to slow down. Nevertheless, some property owners continue to utilize PACE financing to implement clean energy and efficiency improvements.

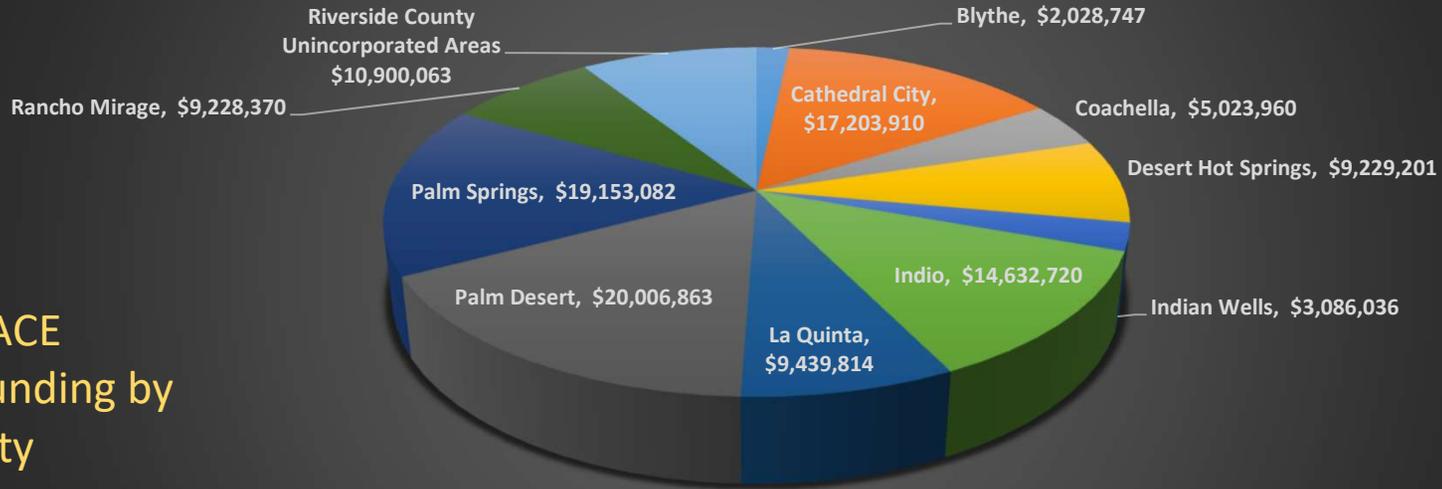
The attached report also summarizes funding levels and completed projects for each provider. CVAG staff will continue to monitor program activity and provide annual updates to its committees.

Fiscal Analysis: There is no cost to CVAG for this informational update. CVAG's staff time spent on these programs is recovered by a participation fee collected from each provider.

Attachments: PACE Activity Report for January through December 2025

CVAG PACE REPORT

PACE Funding by City



PACE Provider Comparison

CARS REMOVED FROM ROAD:	42833	PACE providers have interest rate ranges from 5.99%-10.98%
JOBS CREATED:	1090	
		Updated January, 2026