

**CVCC VOTING MEMBERS WILL RECEIVE A UNIQUE PANELIST LINK BY EMAIL.
PLEASE USE THIS LINK TO PARTICIPATE IN THIS MEETING.**



Pursuant to Assembly Bill 361 and the findings made by the CVCC, this meeting will only be conducted via video/teleconferencing.

COACHELLA VALLEY CONSERVATION COMMISSION MEETING AGENDA

**THURSDAY, NOVEMBER 18, 2021
10:30 a.m.**

INSTRUCTIONS FOR PARTICIPATION

Members of the public may use the following link:

<https://us02web.zoom.us/j/82996111886?pwd=a3QxWll6WEcwcVRoM2xlkd5N0VUQT09>

Password: 638542

One Tap Mobile: +16699009128,,82996111886# US

Dial In: +1 669-900-9128

Webinar ID: 829 9611 1886

Password: 638542

***This will provide listening access and ability to address the
CVCC when called upon.***

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

Public comment is encouraged to be emailed to the CVCC prior to the meeting via email to cvag@cvag.org by 5:00 pm on the day prior to the Commission meeting. Comments intended to be read aloud should be no more than 300 characters in length.

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

1. **CALL TO ORDER** – Mayor Linda Evans, Chair

2. **ROLL CALL**

A. **Member Roster**

[P4](#)

3. **PUBLIC COMMENTS ON AGENDA ITEMS**

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

4. **COMMISSION CHAIR / DIRECTOR ANNOUNCEMENTS**

5. **CONSENT CALENDAR**

A. **Approve October 14, 2021 CVCC Meeting Minutes**

[P5](#)

B. **Affirm that findings still exist, pursuant to Assembly Bill 361, and authorize continuation of remote teleconference/virtual meetings of the Coachella Valley Conservation Commission and its committees**

[P11](#)

C. **Authorize the Executive Director to execute a no-cost amendment with eBizUniverse, Inc., extending work through March 31, 2022**

[P12](#)

6. **DISCUSSION / ACTION**

A. **Biological Monitoring Services for the La Quinta Peninsular Bighorn Sheep Fence Project** – Kathleen Brundige

[P14](#)

Recommendation: Authorize the Executive Director to execute a one-year contract with Wood Environment & Infrastructure Solutions, Inc. in an amount not-to-exceed \$149,820 for biological monitoring services, and authorize the Executive Director and/or Legal Counsel to make clarifying changes before execution

B. **Acquisition of approximately 3,217.99 acres in the Santa Rosa and San Jacinto Mountains Conservation Area as part of the Palm Hills conservation effort** – Jim Karpiak

[P50](#)

Recommendation: 1. Approve Resolution 21-011 authorizing acquisition of nine parcels totaling approximately 3,217.99+/- acres in the Santa Rosa and San Jacinto Mountains Conservation Area at a cost not to exceed \$5,465,000, plus closing and transaction related costs not to exceed

\$17,500; and 2. Authorize the Executive Director to execute all necessary contracts and take such other actions as necessary for the acquisition.

7. INFORMATION

- A. Attendance Record [P55](#)
- B. Grand Opening of Long Canyon Trail Improvement Project [P56](#)
- C. CVCC's Investment Report as of September 30, 2021 [P58](#)

8. PUBLIC COMMENTS ON NON-AGENDA ITEMS

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

9. ANNOUNCEMENTS

Upcoming Meetings:

The next meeting of the **Coachella Valley Conservation Commission** will be held on Thursday, January 13, 2022, at 10:30 a.m. via Zoom webinar.

10. ADJOURN

Item 2A

**Coachella Valley Conservation Commission
Member Roster
2021 - 2022**



City of Cathedral City	Councilmember Rita Lamb <i>Alternate: Councilmember Nancy Ross</i>
City of Coachella	Mayor Steven Hernandez, Vice Chair <i>Alternate: Mayor Pro Tem Josie Gonzalez</i>
Coachella Valley Water District	Board Member Anthony Bianco
City of Desert Hot Springs	Councilmember Gary Gardner <i>Alternate: Mayor Scott Matas</i>
Imperial Irrigation District	Director Alex Cardenas
City of Indian Wells	Councilmember Donna Griffith <i>Alternate: Mayor Richard Balocco</i>
City of Indio	Mayor Elaine Holmes <i>Alternate: Councilmember Oscar Ortiz</i>
City of La Quinta	Mayor Linda Evans, Chair
Mission Springs Water District	President Nancy Wright <i>Alternate: Vice President Randy Duncan</i>
City of Palm Desert	Mayor Kathleen Kelly <i>Alternate: Councilmember Gina Nestande</i>
City of Palm Springs	Councilmember Dennis Woods <i>Alternate: Mayor Pro Tem Lisa Middleton</i>
City of Rancho Mirage	Councilmember Richard W. Kite <i>Alternate: Councilmember G. Dana Hobart</i>
Riverside County	Supervisor Kevin Jeffries - District 1 <i>Alternate: Councilmember Glenn Miller, Indio</i> Supervisor Karen Spiegel – District 2 <i>Alternate: Councilmember Kathleen Fitzpatrick, La Quinta</i> Supervisor Chuck Washington – District 3 <i>Alternate: Mayor Pro Tem Jan Harnik, Palm Desert</i> Supervisor V. Manuel Perez – District 4 <i>Alternate: Mayor Scott Matas, Desert Hot Springs</i> Supervisor Jeff Hewitt – District 5 <i>Alternate: Director Russ Martin, Mission Springs Water District</i>

ITEM 5A

**Coachella Valley Conservation Commission
Meeting Minutes
October 14, 2021**



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

- 1. CALL TO ORDER** – The meeting was called to order by Chair Linda Evans, City of La Quinta, at 10:30 a.m. via Zoom, pursuant to the guidelines of Assembly Bill 361.
- 2. ROLL CALL** – Roll call was taken and it was determined that a quorum was present.

Members Present

Councilmember Rita Lamb
Mayor Steven Hernandez, Vice Chair
Councilmember Gary Gardner
Director Alex Cardenas
Councilmember Donna Griffith
Mayor Elaine Holmes
Mayor Linda Evans, Chair
President Nancy Wright
Mayor Kathleen Kelly
Councilmember Dennis Woods
Councilmember Richard Kite
Councilmember Glenn Miller
Councilmember Kathleen Fitzpatrick
Mayor Pro Tem Jan Harnik
Supervisor V. Manuel Perez
Director Russ Martin

Agency

City of Cathedral City
City of Coachella, *arrived during Item 4*
City of Desert Hot Springs
Imperial Irrigation District
City of Indian Wells
City of Indio
City of La Quinta
Mission Springs Water District
City of Palm Desert
City of Palm Springs
City of Rancho Mirage
Riverside County – District 1
Riverside County – District 2
Riverside County – District 3
Riverside County – District 4
Riverside County – District 5

Members Not Present

Board Member Anthony Bianco

Agency

Coachella Valley Water District

Others Present

Tom Kirk
Jodi Ross-Borrego
Kathleen Brundige
Peter Satin
Trisha Stull
Elizabeth Paige
Erica Felci
Joanna Stueckle
Oscar Vizcarra
Claude Kilgore
Jim Karpiak
Randy Bynder
Cameron Barrows
Lynn Sweet
Stanley Henry

CVAG
CVAG
CVAG
CVAG
CVAG
CVAG
CVAG
CVAG
CVAG
CVAG
CVAG
CVMC
Bighorn Institute
UCR
UCR
Stanley E. Henry Consulting

Pat Cooper
Nina Waszak
One individual joined by phone

Riverside County District 4

3. PUBLIC COMMENTS ON AGENDA ITEMS

Randy Bynder, board member for the Bighorn Institute, said he was present to listen to Items 6A and 7E. He congratulated the hire of Jodi Ross-Borrego as Director of Environmental Resources and said the CVCC members would receive information on the Bighorn Institute's annual dinner and gala.

4. COMMISSION CHAIR / DIRECTOR COMMENTS –

Executive Director Tom Kirk introduced Jodi Ross-Borrego as CVAG's new Director of Environmental Resources.

5. CONSENT CALENDAR

A. Approve June 10, 2021 CVCC Meeting Minutes

B. Establish that findings exist, pursuant to Assembly Bill 361, and authorize remote teleconference/virtual meetings of the Coachella Valley Conservation Commission and its committees; and authorize the Chair and/or Executive Director to advocate for Brown Act changes to allow regional agencies to continue utilizing virtual meetings.

C. Approve Resolution 21-007, reflecting the adopted CVCC Fiscal Year 2021/2022 Budget

D. Authorize the updating of the signature cards and signatories for CVCC investments and banking

E. Authorize the Chair and/or Executive Director to execute a letter of engagement with Best, Best & Krieger to provide legal services related to implementation of the Coachella Valley Multiple Species Habitat Conservation Plan at a cost not to exceed \$30,000 for October 1, 2021 through June 30, 2022

F. Adopt Resolution 21-008 and authorize the Executive Director to take the necessary steps to accept a Local Assistance Grant from the California Department of Fish and Wildlife in the amount of \$91,040 for "*Using NDVI Data in Models to Determine Habitat Use of Peninsular Bighorn Sheep in Response to Human Presence on Recreational Trails*"

G. Adopt Resolution 21-009 and authorize the Executive Director to take the necessary steps to accept a Local Assistance Grant from the California Department of Fish and Wildlife in the amount of \$71,566 for "*Creating climate resiliency in the Coachella Valley Natural Communities Conservation Plan: Assessing climate change vulnerability for Covered Species*"

H. Authorize the Executive Director to execute a no-cost amendment for HDR Engineering's GIS Project contract, extending work through June 30, 2022 and making minor adjustments to the scope of services

IT WAS MOVED BY MAYOR KELLY AND SECONDED BY DIRECTOR CARDENAS TO APPROVE THE CONSENT CALENDAR ITEMS.

THE MOTION CARRIED WITH 16 AYES AND 1 MEMBER ABSENT.

Councilmember Rita Lamb	Aye
Mayor Steven Hernandez	Aye
Board Member Anthony Bianco	Absent
Councilmember Gary Gardner	Aye
Director Alex Cardenas	Aye
Councilmember Donna Griffith	Aye
Mayor Elaine Holmes	Aye
Mayor Linda Evans	Aye
President Nancy Wright	Aye
Mayor Kathleen Kelly	Aye
Councilmember Dennis Woods	Aye
Councilmember Richard Kite	Aye
Councilmember Glenn Miller	Aye
Councilmember Kathleen Fitzpatrick	Aye
Mayor Pro Tem Jan Harnik	Aye
Supervisor V. Manuel Perez	Aye
Director Russ Martin	Aye

6. DISCUSSION / ACTION

A. Presentation on Biological Monitoring Program

Mr. Kirk introduced Dr. Cam Barrows and acknowledged his retirement. Dr. Barrows and his successor on the biological monitoring program, Dr. Sweet, provided an overview of the history of the CVMSHCP, updates on current species' status and outlined new projects.

Member discussion ensued. Dr. Barrows addressed members' questions. There was no action taken as this was an informational update.

B. Acquisition of approximately 1.215 acres in the Thousand Palms Conservation Area

Jim Karpiak of the Coachella Valley Mountains Conservancy provided an overview of the purchase, including the property location and conservation value of the parcel recommended for acquisition.

IT WAS MOVED BY COUNCILMEMBER FITZPATRICK AND SECONDED BY COUNCILMEMBER GARDNER TO ADOPT RESOLUTION 21-010 AUTHORIZING ACQUISITION OF A PARTIAL PARCEL TOTALING APPROXIMATELY 1.215+/- ACRES IN THE THOUSAND PALMS CONSERVATION AREA AT A COST NOT TO EXCEED \$50,000 PLUS CLOSING AND TRANSACTION RELATED COSTS NOT TO EXCEED \$2,000; AND AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE ALL NECESSARY CONTRACTS AND TAKE SUCH OTHER ACTIONS AS NECESSARY FOR THE ACQUISITION.

THE MOTION CARRIED WITH 16 AYES AND 1 MEMBER ABSENT.

Councilmember Rita Lamb	Aye
Mayor Steven Hernandez	Aye
Board Member Anthony Bianco	Absent
Councilmember Gary Gardner	Aye
Director Alex Cardenas	Aye
Councilmember Donna Griffith	Aye
Mayor Elaine Holmes	Aye
Mayor Linda Evans	Aye
President Nancy Wright	Aye
Mayor Kathleen Kelly	Aye
Councilmember Dennis Woods	Aye
Councilmember Richard Kite	Aye
Councilmember Glenn Miller	Aye
Councilmember Kathleen Fitzpatrick	Aye
Mayor Pro Tem Jan Harnik	Aye
Supervisor V. Manuel Perez	Aye
Director Russ Martin	Aye

C. Contract Extension and Additional Funds for In-Lieu Fee Program Restoration Development Plan

Kathleen Brundige shared background on the in-lieu fee program and the progress on the project.

IT WAS MOVED BY COUNCILMEMBER ORTIZ AND SECONDED BY COUNCILMEMBER KITE TO AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE AMENDMENT #5 TO THE IN-LIEU FEE PROGRAM CONTRACT WITH ICF JONES & STOKES, PROVIDING FOR AN ADDITIONAL COST OF \$81,438.33 AND EXTENDING THE CONTRACT THROUGH SEPTEMBER 30, 2022.

THE MOTION CARRIED WITH 16 AYES AND 1 MEMBER ABSENT.

Councilmember Rita Lamb	Aye
Mayor Steven Hernandez	Aye
Board Member Anthony Bianco	Absent
Councilmember Gary Gardner	Aye
Director Alex Cardenas	Aye
Councilmember Donna Griffith	Aye
Mayor Elaine Holmes	Aye
Mayor Linda Evans	Aye
President Nancy Wright	Aye
Mayor Kathleen Kelly	Aye
Councilmember Dennis Woods	Aye
Councilmember Richard Kite	Aye
Councilmember Glenn Miller	Aye
Councilmember Kathleen Fitzpatrick	Aye
Mayor Pro Tem Jan Harnik	Aye

Supervisor V. Manuel Perez
Director Russ Martin

Aye
Aye

D. Memorandum of Understanding for Cooperative Land Management and Law Enforcement Activities

Ms. Brundige presented the staff report, including an update on the existing memorandum of understanding with the City of Desert Hot Springs for law enforcement on CVCC-managed lands. Member discussion ensued.

IT WAS MOVED BY MAYOR KELLY AND SECONDED BY COUNCILMEMBER GARDNER TO AUTHORIZE THE EXECUTIVE DIRECTOR AND/OR CHAIR TO SIGN A MEMORANDUM OF UNDERSTANDING WITH THE RIVERSIDE COUNTY SHERIFF'S DEPARTMENT FOR COOPERATIVE LAND MANAGEMENT AND LAW ENFORCEMENT SERVICES ON CVCC LANDS, FOR A TWO-YEAR PERIOD ENDING OCTOBER 14, 2023, FOR A NOT-TO-EXCEED ANNUAL AMOUNT OF \$30,000; AND AUTHORIZE THE EXECUTIVE DIRECTOR AND/OR LEGAL COUNSEL TO MAKE MINOR MODIFICATIONIS PRIOR TO EXECUTION.

THE MOTION CARRIED WITH 16 AYES AND 1 MEMBER ABSENT.

Councilmember Rita Lamb	Aye
Mayor Steven Hernandez	Aye
Board Member Anthony Bianco	Absent
Councilmember Gary Gardner	Aye
Director Alex Cardenas	Aye
Councilmember Donna Griffith	Aye
Mayor Elaine Holmes	Aye
Mayor Linda Evans	Aye
President Nancy Wright	Aye
Mayor Kathleen Kelly	Aye
Councilmember Dennis Woods	Aye
Councilmember Richard Kite	Aye
Councilmember Glenn Miller	Aye
Councilmember Kathleen Fitzpatrick	Aye
Mayor Pro Tem Jan Harnik	Aye
Supervisor V. Manuel Perez	Aye
Director Russ Martin	Aye

E. Election of CVCC Officers

Tom Kirk opened the floor for nominations for the 2021/2022 Chair and Vice Chair. Only one set of nominations was made, and brief discussion occurred among members.

IT WAS MOVED BY MAYOR KELLY AND SECONDED BY COUNCILMEMBER FITZPATRICK TO ELECT MAYOR LINDA EVANS AS CHAIR AND MAYOR STEVEN HERNANDEZ AS VICE CHAIR OF THE COACHELLA VALLEY CONSERVATION COMMISSION FOR FISCAL YEAR 2021/2022.

THE MOTION CARRIED WITH 16 AYES AND 1 MEMBER ABSENT.

Councilmember Rita Lamb	Aye
Mayor Steven Hernandez	Aye
Board Member Anthony Bianco	Absent
Councilmember Gary Gardner	Aye
Director Alex Cardenas	Aye
Councilmember Donna Griffith	Aye
Mayor Elaine Holmes	Aye
Mayor Linda Evans	Aye
President Nancy Wright	Aye
Mayor Kathleen Kelly	Aye
Councilmember Dennis Woods	Aye
Councilmember Richard Kite	Aye
Councilmember Glenn Miller	Aye
Councilmember Kathleen Fitzpatrick	Aye
Mayor Pro Tem Jan Harnik	Aye
Supervisor V. Manuel Perez	Aye
Director Russ Martin	Aye

7. INFORMATION - The following items were provided in the agenda for information only:

- A. Attendance Record
- B. CVCC's Quarterly Unaudited Financial Statement as of June 30, 2021
- C. CVCC's Investment Report as of June 30, 2021
- D. Contracts Under \$25,000
- E. Progress on the La Quinta Peninsular Bighorn Sheep Fence

8. PUBLIC COMMENTS ON NON-AGENDA ITEMS

None.

9. ANNOUNCEMENTS

Upcoming meetings:

The next meeting of the Coachella Valley Conservation Commission will be held on Thursday, November 18, 2021, at 10:30 a.m. either via Zoom webinar.

10. ADJOURN

The meeting was adjourned at 11:37 a.m.

Respectfully submitted,

Trisha Stull

ITEM 5B

Coachella Valley Conservation Commission
November 18, 2021



STAFF REPORT

Subject: Remote Teleconference/Virtual Meetings Pursuant to Assembly Bill 361

Contact: Joanna Stueckle, Executive Assistant/Clerk (jestueckle@cvag.org)

Recommendation: Affirm that findings still exist, pursuant to Assembly Bill 361, and authorize continuation of remote teleconference/virtual meetings of the Coachella Valley Conservation Commission and its committees

Background: All meetings of the Coachella Valley Conservation Commission are subject to the Ralph M. Brown Act (Gov. Code §§ 54950 *et seq.*) and must be open and public so that any member of the public may attend and participate in the meetings.

Starting in March 2020, Governor Newsom issued a series of executive orders aimed at preventing the spread of COVID-19, as it was determined that social distancing was an important factor addressing the pandemic. Among these were Executive Orders N-25-20, N-29-20 and N-35-20 (collectively, the “Brown Act Orders”) that waived the teleconferencing requirements of the Brown Act to allow legislative bodies to meet virtually.

On June 11, 2021, the Governor issued Executive Order N-08-21 to begin winding down some of the prior measures that were adopted to respond to COVID-19. Notably, this order rescinds the Brown Act Orders, effective September 30, 2021. On September 16, 2021, Governor Newsom signed Assembly Bill 361 (AB 361), which effective October 1, 2021, allows legislative bodies to meet virtually provided the legislative body makes specific findings.

Specific Findings Required under AB 361:

The CVCC has previously made the following findings pursuant to AB 361:

1. A statewide state of emergency is currently in place;
2. State or local officials have imposed or recommended measures to promote social distancing in connection with COVID-19; and
3. Meeting in person would present imminent risks to the health or safety of attendees.

With this item, CVCC staff is recommending the CVCC confirm these findings still exist and continue virtual meetings, pursuant to AB 361.

Fiscal Analysis: There are no additional costs to CVCC for hosting virtual meetings. Commission members are paid the same stipends as they would in person.

ITEM 5C

Coachella Valley Conservation Commission
November 18, 2021



STAFF REPORT

Subject: Contract extension for CVCC website redesign

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

Recommendation: Authorize the Executive Director to execute a no-cost amendment with eBizUniverse, Inc., extending work through March 31, 2022

Background: In June 2021, CVCC and the Coachella Valley Association of Governments (CVAG) both entered into contracts with eBizUniverse, Inc. to redesign both agencies' websites. The goal was to improve the online presence of both the CVCC and CVAG with updated websites that are professional, easy to navigate, and better highlight the diverse and innovative programs for both CVCC and CVAG.

Work has progressed with eBizUniverse but tasks remain. The CVAG redesign is largely completed but work is still underway to finalize a redesign of the CVCC website. The estimated timeframe for CVCC's redesign is ten weeks, and it is anticipated to be completed at the end of January 2022. The remaining tasks also involve training for staff who are involved with updating content online.

The current contracts with eBizUniverse are set to expire on December 31, 2021. Given the remaining work, staff is recommending a no-cost contract extension to complete the project. A similar no-cost contract extension will also be presented to the CVAG Executive Committee when it meets in December.

Fiscal Analysis: This is a no-cost extension of the original agreement.

The eBizUniverse contracts with CVAG and CVCC were authorized for a not-to-exceed total of \$11,250. Of that amount, \$4,825 is funded through CVCC and the remaining \$6,425 is funded by CVAG.

Payments are made as the contractor achieves deliverables within the contract. Because the work has largely focused on the CVAG website, nothing has been spent to date by CVCC, leaving with the entire \$4,825 budget remaining.

Attachments:

1. Amendment #1 with eBizUniverse, Inc.

Contract No. CVCC-21-030

**SERVICES CONTRACT
AMENDMENT #1**

between

**COACHELLA VALLEY CONSERVATION COMMISSION (CVCC)
and
EBIZUNIVERSE, INC.**

The Services Contract (the "Contract") by and between Coachella Valley Conservation Commission ("CVCC") and eBizUniverse, Inc. ("Consultant") is amended, effective November 18, 2021, as follows:

- 1) The contract is amended to extend the agreement date to March 31, 2022.
- 2) All other terms and conditions shall remain the same as stated in the original Contract.

Tom Kirk
Executive Director,
Coachella Valley Conservation Commission

Thomas B. Varghese
CEO,
eBizUniverse, Inc.

Item 6A

Coachella Valley Conservation Commission
November 18, 2021



STAFF REPORT

Subject: Biological Monitoring Services for the La Quinta Peninsular Bighorn Sheep Fence Project

Contact: Kathleen Brundige, Conservation Program Manager (kbrundige@cvaq.org)

Recommendation: Authorize the Executive Director to execute a one-year contract with Wood Environment & Infrastructure Solutions, Inc. in an amount not-to-exceed \$149,820 for biological monitoring services, and authorize the Executive Director and/or Legal Counsel to make clarifying changes before execution

Background: The installation of a fence to limit access by bighorn sheep to urban areas in La Quinta is a requirement of the Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP). The primary objective of the La Quinta Peninsular Bighorn Sheep (PBS) Fence Project is to protect bighorn sheep by preventing them from accessing and coming to harm from using urban lands, including golf courses and landscaping, artificial water bodies, and roadways. A number of steps have been approved by the CVCC to make progress on this project, including certifying the Environmental Impact Report (EIR) and awarding a construction contract. But construction of the fence has been largely dependent on cooperation with land owners. In May 2021, the CVCC took another important step forward by authorizing an agreement between CVCC and PGA West which grants CVCC permission to install a portion of fencing on PGA West's property.

With the agreement in place, CVCC staff finalized a contract with MSA Consultants (MSA) to prepare construction plans and issued the Notice to Proceed on October 1, 2021. MSA estimated it will take six-to-eight weeks to finalize and submit construction plans. CVCC expects to review draft plans at the end of November 2021. Once draft plans are finalized, they will be submitted to Coachella Valley Water District (CVWD) for their review to ensure the plans meets their requirements and the Bureau of Reclamation's requirements. Upon CVWD's acceptance of the plans, construction permits and permanent encroachment permits will be issued. The plan review process is expected to take up to eight weeks. Once the permits have been obtained, construction will begin.

The certified EIR included a number of mitigation requirements. Prior to construction and per the Project's EIR Mitigation Monitoring and Reporting Program, the CVCC must address a number of biological monitoring issues. These tasks include pre-construction clearance surveys, flagging sensitive resources and/or environmentally sensitive areas, biological monitoring and reporting for various species, and ensuring fencing, barriers, and signage are protecting those environmentally sensitive areas.

In order to address these requirements, A request for proposals (RFP) was issued this fall and widely circulated to prospective bidders. CVCC received a total of five proposals. However, one

was submitted late and another was determined to be non-responsive as it did not address the terms of the RFP. An evaluation panel reviewed the three other bids and scored them. The proposal from Wood Environment and Infrastructure Solutions (Wood) was determined to best meet the CVCC's needs. As detailed in the statement of qualifications, Wood has more than 20 years of experience in the Coachella Valley, including projects in Palm Desert, Indian Wells, La Quinta, Indio and Coachella. The project manager would be Scott Crawford, who also served as the project manager providing biological monitoring support for the PBS fence installation at SilverRock Resort in 2017.

Staff is recommending a one-year contract with Wood for these services. Based on the project's current timeline, construction is anticipated to begin in early January 2022, which is when this contract would commence.

Fiscal Analysis: The proposed contract is for a not-to-exceed cost of \$149,820. The CVCC would be billed based on the hours worked at the rate outlined in the proposal. The term of the contract is from January 1, 2022 through December 31, 2022.

CVCC has funds available in the Management and Monitoring Fund to cover this cost.

Attachments:

1. Services Contract between CVCC and Wood

SERVICES CONTRACT

between

COACHELLA VALLEY CONSERVATION COMMISSION (CVCC)
and
WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC.

THIS AGREEMENT is made and effective as of INSERT MONTH/DAY, 2021 between the COACHELLA VALLEY CONSERVATION COMMISSION ("CVCC") and WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC. ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on January 1, 2022 and shall remain and continue in effect until tasks described herein are completed, but in no event later than December 31, 2022 unless sooner terminated or extended pursuant to the provisions of this Agreement. CVCC shall have the unilateral option, at its sole discretion, to renew this Agreement and negotiate a revised price, if any, for no more than one additional one-year terms (or months).

2. SERVICES

Consultant shall perform **Biological Monitoring** services consistent with the provisions of the Request for Proposals for the proposed **Bighorn Sheep Fence Installation Project in the City of La Quinta**, released on September 14, 2021, (the "RFP,") and any modification thereto adopted in writing by the parties and identified herein as an exhibit to this Agreement, upon issuance by CVCC of written authority to proceed (a "Notice to Proceed") as to either (a) a portion of the work if separate and independent tasks are contemplated or (b) all work if it constitutes a single project.

Except as amended by the exhibits hereto, Consultant is bound by the contents of the IFB/RFP and Consultant's response thereto. In the event of conflict, the requirements of this Agreement, including any exhibits, then the RFP, shall take precedence over those contained in Consultant's response.

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

Exhibit A: Scope of Work

Exhibit B: Price Formula (Consultant proposal/bid)

3. PRICE FORMULA

CVCC agrees to pay Consultant at the rates set forth in Exhibit B, the Price Formula and by reference incorporated herein. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **one hundred forty-nine eight hundred twenty and 00/100** \$(149,820.00) without a written amendment.

4. PERFORMANCE

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

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

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

5. PAYMENT

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

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

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

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

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

(f) Upon approval by CVCC's Project Manager, payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If CVCC disputes any of

Consultant's invoiced fees it shall give written notice to Consultant within thirty (30) days of receipt of the invoice.

6. INSPECTION OF WORK

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

7. SCOPE OF WORK CHANGES

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

8. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

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

9. DEFAULT OF CONSULTANT

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

(b) As an alternative to notice of immediate termination, the CVCC Executive Director or his/her delegate may cause to be served upon Consultant a written notice of the default.

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

10. OWNERSHIP OF DOCUMENTS

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

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

11. INDEMNIFICATION FOR PROFESSIONAL LIABILITY

To the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless CVCC, its members and any and all of their officials, employees and agents from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs, which arise out of, pertain to, or relate to Consultant's 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 policy in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate for bodily injury, personal injury and property; (2) Professional Liability/Errors and Omissions 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, of at least \$1,000,000 per accident for bodily injury and property damage, 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 of at least \$1,000,000 per accident or disease, Consultant shall submit to Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Agency, its officers, agents, employees and volunteers.

(b) Consultant shall include CVCC, its member agencies and any other interested and related party designated by CVCC, as additional insureds on the commercial liability policy and the automobile liability policy for liabilities caused by Consultant in its performance of services and the under this Agreement and shall provide CVCC with a certificate 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 evidencing insurance coverage as provided herein for no less than the remainder of the term of the Agreement, or for a total period of not less than one (1) year. New certificates of insurance are subject to the approval of CVCC. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided, CVCC may, in addition to any other remedies it may have, terminate this Agreement.

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

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

(e) Evidence of all insurance coverage shall be provided to CVCC prior to issuance of the Notice to Proceed. Consultant acknowledges and agrees that such insurance is in addition to Consultant's obligation to fully indemnify and hold CVCC, its

members and any other additional insureds free and harmless from and against any and all claims arising out of an injury or damage to property or persons caused by the acts or omissions of Consultant.

13. INDEPENDENT CONTRACTOR

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

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

14. LEGAL RESPONSIBILITIES

Consultant shall keep itself informed of State, Federal and local laws and regulations which in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws and regulations. CVCC, its members, and their officers and employees, shall not be liable at law or in equity for any liability occasioned by failure of Consultant to comply with this Section.

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

15. SENATE BILL 854 REQUIREMENTS

Senate Bill 854 established a new public works contractor registration program which collects fees to fund compliance monitoring and enforcement. All contractors and subcontractors intending to bid or perform work on public works projects are required to register, and annually renew, online for the program. No contractor or subcontractor may be awarded a bid for a public works project unless registered with the State of California Department of Industrial Relations (DIR) pursuant to Labor Code Section 1725.5 and 1771.1. Contractor and any subcontractors must provide proof of active registration from the Public Works Contractor Registration online system at <https://efiling.dir.ca.gov/PWCR/Search> prior to commencement of any Work performed. Failure to submit this information with your bid may deem your bid non-responsive.

16. PREVAILING WAGE

The Contractor and any subcontractors shall comply with all State and federal regulations and guidelines required in the performance of this contract. Updated wages can be obtained by visiting www.dir.ca.gov for Stage Prevailing Wage Rates. Notwithstanding anything in the Contract Documents to the contrary, the Contractor shall be responsible for using up-to-date wage rates. In accordance with California Labor Code, Section 1771.4, Contractor and any subcontractors shall furnish certified payroll records directly to the DIR on a weekly basis and in the format prescribed by the DIR. Contractors and subcontractors on most public works projects are required to submit certified payroll records (CPRs) to the Labor Commissioner using DIR's electronic certified payroll reporting system. See <http://www.dir.ca.gov/public-works/publicworks.html> for additional information. This project is subject to compliance monitoring and enforcement by the DIR.

17. UNDUE INFLUENCE

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

18. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

19. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

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

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

20. 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 CVCC:

Tom Kirk, Executive Director
COACHELLA VALLEY CONSERVATION
COMMISSION
73-710 Fred Waring Drive, Suite 200
Palm Desert, CA 92260

To Consultant:

WOOD ENVIRONMENT &
INFRASTRUCTURE SOLUTIONS, INC.
Scott Crawford, Biology Group Manager
1845 Chicago Avenue
Riverside, CA 92507

21. 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 CVCC.

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

22. MANAGEMENT

CVCC's Executive Director shall represent CVCC 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.

23. SUBCONTRACTS

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

24. 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.

25. GOVERNING LAW

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

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

26. FINAL PAYMENT CERTIFICATION AND RELEASE

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

27. 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.

28. 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.

29. 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.

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

COACHELLA VALLEY CONSERVATION COMMISSION

By: _____
Tom Kirk, Executive Director

WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC.

By: _____
Scott Crawford, Biology Group Manager

EXHIBIT A
SCOPE OF WORK

See following page.

DRAFT

SCOPE OF WORK

Consultant will provide biological monitoring services for the PBS exclusionary fence installation to ensure compliance with California Environmental Quality Act (CEQA), California Department of Fish and Wildlife (CDFW) and United States Fish and Wildlife Service (USFWS) requirements for the protection of sensitive biological resources. The consultant shall provide a qualified biologist to conduct pre-construction surveys and biological monitoring as directed by CVCC staff. CVCC estimates up to 1050 survey and monitoring hours would be required. The qualified biologist's resume must be submitted to the CVCC for review and approval by the wildlife agencies 30 days prior to the start of construction. Biological monitor(s) shall provide tools and equipment necessary such as personal protective equipment appropriate for an active construction site, spotting scope, binoculars, field journal, camera, etc. Typical tasks include but are not limited to:

- Conduct daily or biweekly pre-construction survey sweeps for sensitive species including burrowing owl, nesting birds, desert tortoise, red diamond rattlesnake, Coachella Valley round-tailed ground squirrel, and PBS;
- Flagging sensitive resources and/or environmentally sensitive areas (ESAs) with appropriate buffers (as directed by CVCC) for avoidance during construction;
- Provide a qualified biological monitor to perform spot check monitoring for the duration of construction for presence of special status species;
- Prepare and provide WEAP training to all contractor personnel;
- Direct contractor placement of all fencing, barriers, and signage necessary to protect areas all ESAs;
- Halt construction activities as necessary to avoid impacting any special status species or ESAs and report to CVCC staff;
- Keep daily field notes and photos of onsite monitoring activities; and
- Prepare and submit a monthly report summarizing all pre-construction and monitoring activities. the report shall include the status of all fences, barriers, and signage utilized to protect special status species and ESAs and any corrective measures implemented to ensure avoidance and minimization

Every effort will need to be made to limit disturbance of natural areas to the greatest extent feasible. The project area includes some challenging conditions, including steep and rugged terrain adjacent to residential golf course communities. It should be noted that the line depicting the fence route is approximate; the location of the installed fence may have to be adjusted up or down slope to accommodate the rugged terrain and soil conditions. The actual length of fencing required may change once installation begins, based on conditions on the ground.

EXHIBIT B
PRICE FORMULA

DRAFT

September 30, 2021

**Coachella Valley Conservation
Commission**

73-710 Fred Waring Drive, Suite 200
Palm Desert, CA 92260
(760) 346-1127



**Statement of Qualifications (SOQ)
BIOLOGICAL MONITORING SERVICES FOR
BIGHORN SHEEP FENCE INSTALLATION PROJECT
IN THE CITY OF LA QUINTA (RFP 2021-3)**

Dear Michael Gladish,

Wood Environment & Infrastructure Solutions, Inc. (Wood) has more than 20-years of experience providing biological resources assistance on projects throughout the Coachella Valley, including projects within the cities of La Quinta, Palm Desert, Indio, Coachella, and Indian Wells. These services include, but are not limited to, field surveys, construction monitoring, special status species analysis, research, and reporting. Wood has provided on-call biological services, including extensive construction monitoring for clients such as Caltrans, So Cal Gas, Southern California Edison, Los Angeles County Sanitation Districts, San Bernardino County Flood Control District, Riverside County Flood Control District, and Coachella Valley Water District.

Wood has assembled a team of experienced staff, including senior staff with monitoring experience specifically for bighorn sheep fence installation, as well as a deep bench of mid-level and junior-level staff with proven experience providing a robust quality monitoring program, effective and responsive client communication, and scope-of-work understanding. Our team has experience completing a Worker Environmental Awareness Program specifically designed for bighorn sheep. A team with these capabilities can help Coachella Valley Conservation Commission CVCC accomplish its program objectives on time, safely, and with high-quality standards. Wood does not anticipate the use of any subconsultants to complete the proposed monitoring effort.

Contact Person:

Scott Crawford, Wood's Biology Group Manager will serve as the project manager and the main point of contact for this project. Mr. Crawford has nearly 28-years of experience conducting biological monitoring throughout southern California. His monitoring experience started in 1997 as a construction and restoration monitor for the Federal Energy Regulatory Commission (FERC). His latest construction monitoring effort was for So Cal Gas on their Line 2000 C Coachella, which runs just north of the I-10





along the northern edge of the Coachella Valley. He was the Project Manager for the SilverRock Resort Project in 2017. Mr. Crawford has over 15-years of experience managing teams of biologists and over 20-years managing projects. He has worked with both Michael Wilcox and Nathan Moorhatch for the last six (6) years. Currently, he manages over five (5) full time staff members and an additional nine (9) on-call staff members.

The following is his contact information:

Scott Crawford

Biology Group Manager

Environment & Infrastructure Solutions

1845 Chicago Avenue, Suite D,

Riverside, CA, 92507, USA

Tel +1 (951) 369-8060

Mobile +1 (714) 742-5316

Scott.Crawford@woodplc.com



Biological Monitoring Lead:

Michael Wilcox will serve as the senior biological monitor for this project. His contact information includes michael.wilcox@woodplc.com and (951) 634-9765). Mr. Wilcox was the lead monitor for the installation of the temporary bighorn sheep fence at the SilverRock Resort in the city of La Quinta in 2017. He has over 28-years of experience and has been the lead monitor on hundreds of projects throughout southern California. He holds federal permits for Casey's June beetle and is a qualified desert tortoise handler.

Additional Available Staff:

Nathan Moorhatch will be the assistant lead and will fill in for Mr. Wilcox as necessary. He provided similar support for the monitoring efforts for bighorn sheep out at the SilverRock Resort. He similarly has over 28-years of experience and holds federal permits for Casey's June beetle and is a qualified desert tortoise handler. Wood also has two other senior-level monitors (John Green and Dale Hameister) that have over 20-years of monitoring experience that can assist if necessary. To keep costs down, mid-level to junior-level staff members are available to assist. Wood biologists with 1 to 9 years of experience include Alec Williams, Phil Clevinger, Emily Urquidi, Jennifer Tobin, Michelle Tobin, and Juan Eason. All our junior-level monitors have at least one year of construction monitoring experience.

Project Experience:

The following are three project references for similar projects in the Coachella Valley.

SilverRock Resort Project: In 2017, Wood provided biological monitoring for the SilverRock Resort bighorn sheep temporary fence installation. Monitoring efforts were completed by Wood biologists Michael Wilcox and Nathan Moorhatch. The fence project extended for 8.3 miles (43,823 linear feet). Coachella Valley Water District (CVWD) was also involved with the installation of approximately 2,976 feet within the total fence area. The project consisted of 1.2 miles of fence installed eight feet above the ground surface and painted a natural earth tone. Pre-construction clearance sweeps of the proposed





work area were completed along the entire alignment to determine presence/absence of bighorn sheep. If any sheep were observed, the biological monitor would notify the crew of its presence and advise the crew of any recommended impact avoidance/minimization measures necessary to avoid or minimize impacts in the ESA.

Fence installation activities monitored included: 1) staging of fence materials (i.e., fence posts, tension wires, rolls of fabric and removable panels); 2) installation of/setting fence posts; 3) pouring concrete reinforcement of fence posts; 3) stringing tension wires; 4) installation of/hanging fence fabric (chain link); 4) attaching hardware (brackets, hog rings, various reinforcements); and 5) installation of/hanging removable panels. Heavy equipment used for fence installation included: 1) work vehicles (i.e., small utility vehicles [XRT 1550 club car], golf carts, flatbed truck, personnel vehicles); 2) flatbed and utility trailers; 3) small tractor, 4) Cat 2578 compact (rubber) track loader with various attachments; 5) pneumatic hammer/fence post driver; 6) portable generator and 7) various hand tools.

Construction monitoring was completed daily from February 28, 2017, to March 30, 2017. Pertinent field data, including, but not limited to: date; time; weather conditions, descriptions of activities, areas and equipment monitored; special-status biological resources and common species detected were recorded on standardized field monitoring forms and provided daily to the on-site city construction inspector James Peters. Scanned copies of the field monitoring forms were also provided electronically to USFWS biologist Jenness McBride and CDFW biologist Kevin Brennan at the end of each work week. Peninsular bighorn sheep were detected on eight (8) of the 23 workdays (34.7%), not counting the day of the pre-construction survey (February 23, 2017) prior to commencement of project activities. Installation of the temporary Peninsular bighorn sheep fence at the SilverRock Resort was successfully completed within 30 days. There were no incidents, non-compliance issues or unauthorized impacts to special-status biological resources that resulted in project delays. The main point of contact for this work was:

City of La Quinta

78495 Calle Tampico

La Quinta CA 92253

Tel: (760) 777-70620

Contact: Gabriel Perez, Planning Manager

Coachella Canal Project: Wood played a crucial role in advising the CVWD and the Coachella Canal Lining Project (CCLP) Coordinating Committee on regulatory requirements, permitting, land acquisition, and cost-effective compliance with U.S. Public Law 100-675, the Quantification Settlement Agreement, California Water Code Sections 12560 et seq. and other implementing and funding agreements. The Wood project manager worked closely with CVWD, Imperial Irrigation District, Bureau of Reclamation, San Diego County Water Authority, and other federal, tribal, state, and local agencies, and cooperators overseeing the CCLP. Additional services included conducting construction staging area clearance surveys and pre-construction clearance surveys; researching and developing plans for large mammal escape mechanisms within the lined canal (for bighorn sheep and mule deer); and providing on-site biological monitoring to the construction team. The main point of contact for this project was:





Coachella Valley Water District

P.O. Box 1058

Coachella, CA 92236

(760) 398-2651

Contact: Dan Charlton, Assistant General Manager, Operations & Maintenance

CV Link Project: The proposed project included the construction of a 2.6-mile-long bike path along the top of the existing western levee of the Whitewater River between Vista Chino on the north to Ramon Road on the south. Once it reached Ramon Road, the proposed bike path continued west along the north side of Ramon Road for approximately 0.22 miles to Crossley Road, where it ended. The area where the bike path is to be constructed along the western levee of the Whitewater River presently consists of a graded dirt Coachella Valley Water District (CVWD) maintenance road. The segment that runs along the north side of Ramon Road to Crossley Road passes through parking lots and commercial properties. Wood was responsible for completing the pre-construction surveys and monitoring of the installation of portions of the CV Link project. Monitoring activities included: ensuring the construction footprint did not expand outside the project footprint, monitoring construction activities to reduce impacts to sensitive plant and wildlife species including Coachella Valley milk vetch, vermilion flycatcher, Palm Springs round-tailed ground squirrel, and Peninsular big horn sheep. The main point of contact for this project was:

Terra Nova Planning and Research

42635 Melanie Place, Ste 101

Palm Desert, CA 92211

Tel: (760) 341-4800

Contact: John Criste, Principal

Project Approach:

The project will be initiated with a kick-off meeting between Wood's Project Manager and Senior Lead Monitor and the CVCC team. Items that will be discussed will include but are not limited to:

1. Initial construction day
2. Number of crews that will be working on the fence at any given time
3. Estimated construction pace, how much fence will be installed each week
4. Construction Process (how it is installed)
5. Cancellation notifications due to poor weather conditions
6. Chain of command and contact information
7. Contact information for CDFW representative
8. Required PPE for this project
9. Daily check-in with construction foreman
10. Monthly monitoring report submittals
11. Additional conditions of approval





Following the kick-off meeting, or if possible before, Wood will submit resumes of all potential biological monitors to the California Department of Fish and Wildlife representative to review and approve the biological monitors expected to participate in construction activities. Only monitors approved by the resource agencies will be utilized to complete the monitoring activities.

Prior to the first day of construction, Wood's monitor will complete a WEAP training. This is currently completed via a TEAMS meeting and can be recorded for future use. The WEAP training will include a site-specific awareness training for bighorn sheep and will include specific avoidance and minimization measures to reduce the likelihood of harming or harassing an animal. Items to be covered may include, but are not limited to:

1. ESA fence areas and limits of the project should be clearly marked
2. Speed limits within and adjacent to the project site
3. Contain trash and other waste to reduce attracting animals to the project site
4. What to do if a sheep is spotted within the project workspace or immediately vicinity
5. Safe work practices around areas that have recent sign of sheep activity
6. What evidence of sheep activity looks like, so construction crew members get a visual idea
7. Nesting bird season and potential nesting bird issues
8. Timing of monitors on-site
9. Other sensitive species that may be encountered
10. Provide contact information in case a sensitive species is observed when a monitor isn't present
11. Provide contact information for CDFW in case a bighorn sheep is observed within the construction footprint

Following the WEAP training, Wood senior monitor will conduct a complete sweep of the entire 2.5-mile project site, documenting any evidence of bighorn sheep along the route as well as any additional sensitive species such as burrowing owl, nesting birds, desert tortoise, red diamond rattlesnake, and Coachella Valley round-tailed ground squirrel. If any sign is observed, it will be flagged to alert others that a sensitive species occurs in that area. If necessary, an appropriate buffer area will be established to reduce the likelihood of any project related impacts. Following the complete sweep of the project site, the biological monitoring lead will direct the contractor to install all fencing, barriers, and signage necessary to protect all Environmental Sensitive Areas. In addition, daily spot checks will be required to continue monitoring the status of bighorn sheep. If at any time, a bighorn sheep is within the project site, the biological monitor has the authority to halt all construction activities as necessary to avoid impacting any special status species or ESAs and report to CVCC staff immediately. Daily monitoring logs will be completed, which will be composed of a daily form with a place for a few site photos. At the beginning of each month, a monthly memo will be pulled together documenting the status of the project, discussion of any problem areas or non-compliance issues, and photo documentation to illustrate the status of the project. Monitoring logs should discuss the status of all fences, barriers, and signage utilized to protect special status species and ESAs and provide any corrective measures or recommendations to ensure avoidance and minimization of any impacts to those sensitive species.





Wood understands that some areas of the project site may contain challenging conditions, including steep terrain and rugged areas that require experienced biologist to monitor those locations.

The key to keeping the project moving forward with minimal delays is consistent and frequent communication between the senior lead biological monitor and the construction foreman. If a significant issue does happen to occur, it can be handled quickly with minimal delays. Wood requests a single point of contact (construction foreman) for any potentially significant construction related issues. During the spot-checks, additional WEAP Training can be completed on an as-needed basis when new construction crew members start the project. During the nesting bird season, special attention will also be paid to areas with suitable nesting habitat. If active nest birds are agitated by the project construction activities during the nesting season, avoidance buffers may be required. CDFW will be contacted periodically during the construction phase to provide updates on the status of the project and to inform them of any significant issues, if any. The key to monitoring this kind of fence installation is flexibility. Site conditions can play a huge part in the overall fence alignment and things are likely to change from the original expectations of the project design.

At the completion of the monitoring effort between October 2021 to September 2022, a final monitor report will be completed that documents all bighorn sheep observed on-site during the installation of the fence. It will also include any additional sensitive species observed during construction. The draft report will be provided electronically to CVCC to review and approve. Following one round of comments, a final report will be provided to CVCC and CDFW.

Rates:

Please find attached a cost proposal including hourly rates and a list of additional applicable costs not covered under the individual hourly rates (such as mileage). As a full functional consulting firm, Wood can provide a range of experience that allows for high-level local expertise as well as less-experienced staff to provide additional cost savings. The rate sheet attached is a fully loaded rate sheet for all personnel assigned to the project.

This cost estimate includes for distinct Tasks including Pre-Construction Approvals and Set Up, WEAP Training, Construction Monitoring, and Reporting. As part of the Pre-Construction Approval and Set UP, Wood staff will contact CDFW to have all resumes reviewed and approved within 30-days of construction activities. Since the award and the start of construction activities is October 14, Wood will be prepared to submit resumes immediately following notification. We understand that this may take some additional time due to covid restrictions, so we will complete this task as soon as possible. Wood already has detailed WEAP training materials for bighorn sheep following our effort on the SilverRock Resort Project. We will update this information to support this project. Construction monitoring will be completed utilizing a daily spot-check from October 14, 2021, to September 30, 2022, for a total of 262 days of monitoring. 86 days will be completed outside of the nesting season and within the fall/winter when many of the sensitive species are no longer present or may be down for the winter months. From October 14, 2021, until February 15, 2022, a simple spot check will be completed within the proposal work area. Estimated survey





time will be within 2 hours of access the project with two hours of drive time (1 hour each direction) for a total of 4 hours per day. During the nesting season, additional survey time may be required on a bi-weekly basis to check for nesting birds and other sensitive wildlife species that may occur within the vicinity of the project site, but it is not anticipated at this time. These additional surveys may require an extra 2 hours of survey time and will likely be contained within the work area plus a 500-foot buffer, and any additional work area expected to be completed within the following two week period (16 surveys). Daily photos and a daily monitoring report will be prepared following each site visit. A monthly monitoring report will be prepared documenting the activities for each month. Following the completion of the monitoring activities, a final report will be prepared. All standard personal protection equipment and observation equipment (spotting scope and binoculars) will be included as part of Wood's services under the contract.

Assumptions:

The following general assumptions are made relative to this scope and cost:

- Proposal costs ***do not include*** permit fees payable to regulatory agencies.
- This proposal ***does not include*** costs for any special status species surveys other than what is covered under this proposal.
- This scope ***does not include*** efforts to coordinate with city departments or meeting with city department entities other than what has been specified above.
- This scope ***does not include*** efforts to coordinate with project engineer(s) or meetings with project engineer(s) other than what has been specified above.
- This scope ***does not include*** efforts to coordinate permits or regulatory correspondence or meetings with regulatory staff other than what has been specified above.
- The ***cost does not include*** permit application fees for CDFW's 1600 permit application process.
- Our cost estimate assumes that electronic copies of the report will be delivered to the client for review prior to finalization.
- Our cost estimate assumes 12-months of monitoring completed during the work week and excludes weekends and holidays.
- Wood reserves the right to transfer costs between tasks as necessary but will not increase the total contract amount.

CVCC will interface directly with Wood's Biology Group Manager and key personnel from our Riverside office, which will be our lead office for this project, and will be supported by additional environmental resources from the team's 12 offices throughout southern California, if necessary. This platform provides efficiency of services and enables our leadership to deliver best practices and resources, which Wood will continue to leverage for this contract. As discussed previously, our lead office point of contact (POC) for this contract is:

Scott Crawford (Biology Group Manager)

Office Address: 1845 Chicago Avenue, Suite D, Riverside, CA 92507

Phone: (951) 369-8060/Cell: (714) 742-5316 | Email: scott.crawford@woodplc.com





The Lead Biological Monitor will be:

Michael Wilcox (Senior Wildlife Biologist)

Office Address: 1845 Chicago Avenue, Suite D, Riverside, CA 92507

Phone: (951) 369-8060/Cell: (951) 634-9765 | Email: michael.wilcox@woodplc.com

Wood Environment and Infrastructure Solutions, Inc. is a Nevada Corporation and has been in business in California for more than four decades – we were formerly known as Amec Foster Wheeler from 2015 to April 13, 2018, as AMEC from 2011 to 2015, as MACTEC Engineering, Inc. from 2001 to 2011, as Law Crandall from 1992 to 2001, and as LeRoy Crandall & Associates from 1986 to 2001. We recognize the unique opportunity and responsibility we have in supporting a portion of the bighorn sheep fencing project.

The information contained within the enclosed SOQ is truthful and accurate and has been completed prior to the submission date.

Sincerely,

A handwritten signature in black ink, appearing to read 'Scott Crawford', is written over a white background.

Scott Crawford

Biology Group Manager

Wood Environment & Infrastructure Solutions, Inc.

Attachments:

Attachment A - 1 Set of Resumes for Senior Staff

Attachment B - 1 Cost Sheet with Rates and Estimated Budget

Attachment C - 1 Signed Addendum sheet





ATTACHMENT A - 1 SET OF RESUMES



Qualifications

Years of Experience

27 (6 with Wood)

Office of Employment

Riverside, California

Education

B.A., Environmental Biology,
California State University,
Northridge

M.A., Biology, California State
University, Fullerton

Registrations / Certifications / Licenses

1. Federal Permit # TE088597B-0 California gnatcatcher. Previously Permitted for Quino Checkerspot Butterfly, Listed Fairy Shrimp, and El Segundo Blue Butterfly
2. Flat-Tailed Horned Lizard, 6-2001
3. Wetland Training Institute, 12-1998
4. Desert Tortoise Council Workshop, 10-1999
5. 40-hour EM 385 1-1 Construction Hazard Awareness Safety Training 11-2020
6. Wetland Training Institute 1996
7. Experienced GIS Technician
8. Federal Energy Regulatory Commission Compliance Training 2007
9. Developing a BA Training 2009

Professional Summary

Scott A. Crawford, MA, has conducted biological resource surveys throughout California since 1994. He is experienced in conducting general biological resources assessments, feasibility studies, wetland delineations, protocol surveys for sensitive plant and wildlife species, regulatory permitting, and mitigation negotiations.

Mr. Crawford is well seasoned in GIS (Geographic Information Systems), vegetation mapping, and forensic identification. He is well experienced in preparing biological reports as well as biological sections for General Plans, Specific Plans, and EIR/EISs. He participates in third-party reviews for both cities and counties. Mr. Crawford is a practiced technical expert for public hearings, City Council Meetings, Planning Commission meetings, and County Board of Supervisor meetings and has served as an expert witness.

Mr. Crawford is currently the Biology Group Manager for Wood in the Riverside Office. The team consists of six full time and as many as 20 on-call employees. His responsibilities include preparing proposals, scheduling field work, managing day-to-day activities, document peer review, and project/client management.

Experience

Peninsular Bighorn Sheep Barrier Project, La Quinta, Riverside County, CA. As the biology group manager, Scott managed the field crews that conducted the daily spot checks. The proposed project consisted of the installation of a proposed barrier to bighorn along the mountain-urban interface between the undeveloped open space of the Santa Rosa Mountains and the developed areas of the City of La Quinta. A total of two senior biologists completed the monitoring work.

On-Call Contract with Caltrans District 8 (2015 – 2021). Mr. Crawford is the contract manager for the on-call contract 08A2662 (also a portion of contract 08A2191) for biological resource assistance for standard construction, maintenance, and emergency projects throughout District 8 (Riverside and San Bernardino Counties). Mr. Crawford has managed approximately 150 individual Task Orders, which included, but not limited to standard Natural Environmental Study (NES), MSHCP consistency analysis, threatened and endangered species surveys, wetland delineations, wildlife movement corridor study, construction monitoring, regulatory permitting, and mitigation land assessments.

On-Call Contract with Southern California Gas Company (2015 – 2020). Assisted in the management of the on-call contract for Environmental Resources Assistance for standard construction, maintenance, and emergency projects throughout southern California.

Scott Crawford Biology Group Manager



The main activities Mr. Crawford was responsible for include conducting biological resources assessments, protocol surveys, managing construction monitors, jurisdictional assessments, and general contract consultation. Wood completed over 140 individual projects throughout the southern California service area.

On-Call Contract with Los Angeles County Sanitation Districts (2016 – 2021). Assisted in the management of the on-call contract for Biological Resources Assistance for standard projects throughout the Districts area of operation. The main activities Mr. Crawford was responsible for included coordinating field work and client assistance. Wood completed over 15 individual projects throughout the service area. Scott is currently managing the San Gabriel River release reduction project and is responsible for document preparation and agency consultation.

I-15/Mojave River Bridge Crossing, Ames Construction. Mr. Crawford managed a team of biologists to conduct construction monitoring for sensitive riparian birds, Mojave River Vole, and sensitive fish species. Following initial vegetation removal and soil disturbance, spot checks were completed twice a week during construction. Additional monitoring was completed for work within the active channel. Turbidity fencing and exclusion fencing were utilized to protect sensitive fish species. This monitoring effort was part of a Caltrans Project, but was contracted directly through the construction firm rather than the Caltrans on-call contract.

Needles Highway Expansion Biological Resources Assessment, San Bernardino County. Conducted a biological resources assessment for the proposed expansion and realignment of a portion of Needles Highway for the San Bernardino County Department of Public Works. A habitat assessment was completed for sensitive species. Also conducted a wetland delineation to determine jurisdictional limits of several braided channel systems.

Hamner Avenue/Santa Ana River Bridge Replacement Project, Cities of Eastvale and Norco, Riverside County. Managed a team of biological monitors for pre-construction and construction activities. The project extended from Detroit Street in the City of Norco to Citrus Street in the City of Eastvale. The project included the complete replacement of the Hamner Avenue Bridge. Sensitive biological resources associated with the project included Least Bell's Vireo, Santa Ana Sucker, and bats. The project included installation of bird netting over the entire existing bridge.

Lake Elsinore Advance Pump Storage (LEAPS), Lake Elsinore and Surrounding Areas. Conducted biological resources assessment and focused species surveys for 81-miles of proposed transmission lines for the LEAPS project near Lake Elsinore, California and surrounding areas. Surveys included general reconnaissance-level surveys as well as focused surveys for Quino checkerspot butterfly, California gnatcatcher, least bell's vireo, arroyo toad, red-legged frog, spotted owl, and sensitive plants. Also participated in informal consultation with USACE, RWQCB, USFWS, USFS, and CDFW. Assisted in siting studies for the proposal transmission line in an effort to avoid biological and cultural resources associated with the project. Negotiated alignment changes with the US Forest Service. An impact assessment was prepared and used as part of the application for a recognized project under the Federal Energy Regulatory Commission.

Qualifications

Years of Experience

27 (20 with Wood)

Office of Employment

Riverside, California

Education

BA, Art-Anthropology,
University of Redlands,
Redlands, 1991

Registrations / Certifications / Licenses

- 1 Certified biologist on lists for San Bernardino, Kern, Los Angeles, Orange, Ventura, and Riverside Counties, California
- 2 Completed Southwestern Desert Bats Workshop, 2016
- 3 Completed Yellow-billed Cuckoo Survey Protocol Workshop, 2015
- 4 Completed Mojave Ground Squirrel Workshop, 2006
- 5 Completed 38-Hour Army Corps of Engineers Wetland Delineation and Management Training Seminar & Workshop, 2001
- 6 Completed Desert Tortoise Council Techniques Workshop, 1993-1999
- 7 Completed *Empidonax traillii extimus* in California: The Willow Flycatcher Workshop, 1995
- 8 Completed desert tortoise training workshop (1990)
- 9 Completed Desert Lands Rehabilitation Workshop, 1995

Professional Summary

Mr. Wilcox has over 27 years of professional consulting experience (since 1994) conducting a wide variety of biological studies throughout the southwestern United States (California, Arizona, Nevada and New Mexico). Experience includes serving as the lead biologist, supervising and managing biological compliance monitoring and sensitive species surveys for a variety of large-scale projects, as well as conducting focused surveys and monitoring of a variety of endangered, threatened, and/or otherwise sensitive species. In addition to fieldwork,

Mr. Wilcox has been authorized by the U.S. Fish and Wildlife Service (USFWS) to independently perform focused surveys for the federally endangered Delhi Sands Flower-loving Fly, Quino Checkerspot Butterfly, Casey's June Beetle, and the federally threatened Coastal California Gnatcatcher and Western Yellow-billed cuckoo. He has also authorized to assist other permitted biologists with focused surveys for the Stephens' kangaroo rat, San Bernardino kangaroo rat, Los Angeles pocket mouse, Palm Springs pocket mouse, Mohave ground squirrel, California red-legged frog, least Bell's vireo (nest searches), and southwestern willow flycatcher (assistant for nest searches and surveys)..

Other protected and/or special-status species Mr. Wilcox has experience with include Coachella Valley Jerusalem cricket, Coachella giant sand treader cricket, Hermes copper, California tiger salamander, Coast Range newt, southwestern pond turtle, Gila monster, coast (San Diego) horned lizard, Belding's orange-throated whiptail, two-striped garter snake, south coast garter snake, southern rubber boa, burrowing owl, California spotted owl, snowy plover, least tern, least Bell's vireo, Le Conte's Thrasher, bighorn sheep, various bat species, and various special-status plants including slender-horned spineflower, Santa Ana River woolly star, Plummer's mariposa lily, Coachella Valley milkvetch, Nevin's barberry, black-flowered figwort and Burke's goldfields.

Experience

Peninsular Bighorn Sheep Barrier Project, La Quinta, Riverside County, CA. (2016) As part of a team of biologists, conducted field surveys and authored the project biological resources assessment, with special emphasis on the Peninsular bighorn sheep, for a proposed

barrier to bighorn along the mountain-urban interface between the undeveloped open space of the Santa Rosa Mountains and the developed areas of the City of La Quinta. The field surveys resulted in the detection of Peninsular bighorn sheep, black-tailed gnatcatcher and vermilion flycatcher.

CV LINK Project, Caltrans & Coachella Valley Association of Governments, Riverside County, CA. (2014-2016) As part of a team of biologists, conducted general biological assessments for a wide variety of special-status biological resources as well as protocol focused surveys for Casey's June beetle at various locations throughout the approximate 74.5-miles of potential project alignments for a proposed non-motorized, multi-modal transportation path connecting various cities and jurisdictions throughout the Coachella Valley, Riverside County, California.

U.S. Fish and Wildlife Range-wide Research Study of Casey's June Beetle. (2016-2021) Participated in black light trapping, handling and mark and recapture studies of Casey's June beetle for an on-going USFWS study in Palm Canyon Wash, Palm Springs, Riverside Co., CA.

Desert Dunes Development Project, Terra Nova Planning and Research, Inc., Desert Hot Springs, Riverside Co., CA. Coordinated, managed, and conducted a general biological resources assessment and follow-up focused surveys for desert tortoise, flat-tailed horned lizard, burrowing owl, Le Conte's Thrasher, Crissal Thrasher, and Coachella Valley milk vetch for the proposed residential development of a 450-acre project site located in the Colorado Desert. A delineation and mapping of jurisdictional areas throughout the site was also conducted.

West of Devers Transmission Line Project, Riverside County, CA. (2011-2014) Conducted habitat assessments and focused surveys (i.e., Coachella Valley Jerusalem cricket, Coachella giant sand treater cricket, desert tortoise, Coachella Valley fringe-toed lizard, flat-tailed horned lizard and other special status reptiles, Coastal California gnatcatcher and Stephens' kangaroo rat) along a 20+ mile section of an existing SCE transmission line corridor from the Devers Substation in the Coachella Valley, through the San Gorgonio Pass area and the Morongo Native American Reservation to west Banning, Riverside County, California. Methods employed included diurnal visual encounter (protocol) surveys for desert tortoise, Coachella Valley fringe-toed lizard, flat-tailed horned lizard and Coachella giant sand treater cricket; cover board sampling for Coachella Valley Jerusalem cricket and diurnal and nocturnal line intercept sampling for other special status reptiles.

Devers - Palo Verde 2 Transmission Line Project, Riverside County, CA. (2011-2013) Conducted special-status biological resources assessments, focused surveys and monitoring (i.e., Coachella Valley fringe-toed lizard, flat-tailed horned lizard, nesting birds, Coastal California gnatcatcher, burrowing owl, Stephens' kangaroo rat) for Southern California Edison's (SCE) 200+ mile transmission line construction project throughout the Colorado Desert, Coachella Valley, San Gorgonio Pass and inland valley regions of Riverside County, California. Authorized by the USFWS, CDFG and BLM to monitor, conduct surveys, capture, handle and translocate Coachella Valley fringe-toed lizard, flat-tailed horned lizard and Stephens' kangaroo rat as needed to avoid mortality and minimize project impacts (FWS-ERIV-07B0060-10F0884, January 11, 2011).

Qualifications

Years of Experience

30 (21 with Wood)

Office of Employment

Riverside, California

Education

B.S. Zoology (cum laude),
California State Polytechnic
University, Pomona, 1991

Registrations / Certifications / Licenses

1. Certified biologist on lists for San Bernardino, Kern, Los Angeles, Orange, Ventura, and Riverside Counties, California
2. Completed desert tortoise training workshop (1990)
3. Completed Mohave ground squirrel workshop, sponsored by The Wildlife Society
4. Authorized by the U.S. Fish and Wildlife Service to independently perform focused surveys for the federally endangered Delhi Sands Flower-loving Fly, Quino Checkerspot Butterfly, Casey's June Beetle, and the federally threatened western yellow-billed cuckoo and coastal California Gnatcatcher

Professional Summary

Mr. Moorhatch has over 29 years consulting experience performing a wide variety of biological surveys throughout California, spanning from the Sacramento Valley to the International Border. Mr. Moorhatch has conducted biological and environmental assessments at project sites in Solano, Monterey, San Luis Obispo, Tulare, Fresno, Inyo, Kern, Kings, Ventura, Santa Barbara, Los Angeles, San Bernardino, Orange, Riverside, San Diego, and Imperial counties in California, as well as in Arizona, Nevada, New Mexico, Texas, and South Carolina. He has conducted the following types of assessments: rare plant species surveys; plant species inventory and vegetation mapping; revegetation plan preparation and implementation; general wildlife species surveys; focused sensitive wildlife species surveys and habitat quality assessments; sensitive wildlife species monitoring and relocations; small mammal trapping studies; Corps Section 404 waters/wetlands delineation and jurisdictional determination; CDFG 1601-3 stream and riparian habitat assessments and jurisdictional determinations; and preparation of biological assessment reports and sections of EIS and EIR documents for federal, state, and/or county agency CEQA and NEPA environmental review. Professional experience includes serving as a lead biologist, supervising and managing biological compliance monitoring and sensitive species survey efforts for a variety of large-scale projects.

Mr. Moorhatch has been authorized by the U.S. Fish and Wildlife Service to independently perform focused surveys for the federally endangered Delhi Sands Flower-loving Fly, Quino Checkerspot Butterfly, Casey's June Beetle, and the federally threatened California Gnatcatcher and Western yellow-billed cuckoo. Mr. Moorhatch has also been authorized to assist other permitted biologists with focused surveys for the Stephens' Kangaroo Rat, San Bernardino Kangaroo Rat, Los Angeles Pocket Mouse, Palm Springs Pocket Mouse, Mojave Ground Squirrel, California Red-legged Frog, Least Bell's Vireo (nest searches), and Southwestern Willow Flycatcher (assistant for nest searches and surveys). He has also received both federal and state agency authorization for specific projects to capture, handle, process, and relocate the Desert Tortoise; and to capture, handle, and release the California Red-legged Frog. Additionally, he conducts general inventories of flora and fauna; and authors biological assessments and mitigation plans.

Experience

Peninsular Bighorn Sheep Barrier Project, La Quinta, Riverside County, CA. As part of a team of biologists, conducted field surveys and authored the project biological resources assessment, with special emphasis on the Peninsular bighorn sheep, for a proposed barrier to bighorn along the mountain-urban interface between the undeveloped open space of the Santa Rosa Mountains and the developed areas of the City of La Quinta. The field surveys resulted in the detection of Peninsular bighorn sheep, black-tailed gnatcatcher and vermilion flycatcher.

CV LINK Project, Caltrans & Coachella Valley Association of Governments, Riverside County, CA. As part of a team of biologists, conducted general biological assessments for a wide variety of special-status biological resources as well as protocol focused surveys for Casey's June beetle at various locations throughout the approximate 74.5-miles of potential project alignments for a proposed non-motorized, multi-modal transportation path connecting various cities and jurisdictions throughout the Coachella Valley, Riverside County, California.

U.S. Fish and Wildlife Range-wide Research Study of Casey's June Beetle. (2016-2021) Participated in black light trapping, handling and mark and recapture studies of Casey's June beetle for an on-going USFWS study in Palm Canyon Wash, Palm Springs, Riverside Co., CA.

Whitewater Wind Energy Conversion Systems

Acted as a Lead Biologist for the development, installation, and implementation of a wind energy park located in the San Geronio Pass area, on the northwestern outskirts of the Coachella Valley. Conducted general and focused (for Desert Tortoise, Burrowing Owl, and sensitive plant species) biological surveys; Desert Tortoise burrow excavation, artificial burrow construction, processing, and relocation; Burrowing Owl burrow excavation, artificial burrow construction, and passive relocation; mitigation monitoring; personnel awareness training for the life of the project; Shell Oil Corporation; Riverside County.

Cabazon Wind Energy Conversion Systems

Lead Biological manager for the development, installation, and implementation of a wind energy park located in the San Geronio Pass area. Conducted general and focused biological surveys (for Desert Tortoise, Burrowing Owl, and Coachella Valley Fringe-toed Lizard), mitigation monitoring, and personnel awareness training for the life of the project; Cannon Power; Riverside County



ATTACHMENT B - 1 COST SHEET WITH RATES AND ESTIMATED BUDGET



COMPANY STANDARD: UC13SD Rate Schedule (2021)

Proposal Due Date: 9/29/2021

Date of Estimate : 9/29/2021

Client Name: Coachella Valley Conservation Commission				Task 1	Task 2	Task 3	Task 4	Project Total					
Project Name: Bighorn Sheep Fence Installation Project -RFP 2021-3				Task 1 - Pre-Construction Approvals and Set Up.	Task 2 - WEAP Training	Task 3 - Construction Monitoring	Task 4 - Reporting	Totals					
Proposed By: Scott Crawford													
Verified by: (Project Coordinator/ Contracts Dept.) _____				Date 9/29/2021									
Approved by: Wes Speake _____													
Wood Direct Labor													
<i>(List categories or titles)</i>		<i>(List employee names)</i>		Class Code	Labor Rate	HRS	COST	HRS	COST	HRS	COST	HRS	COST
CA Natural Resources													
Biology Group Manager	Crawford, Scott A	625	\$ 190.00	8	\$ 1,520.00	4	\$ 760.00		\$ -	10	\$ 1,900.00	22	\$ 4,180.00
Senior Biologist	Green, John F	617	\$ 120.00		\$ -		\$ -		\$ -	5	\$ 600.00	5	\$ 600.00
Senior Biologist	Moorhatch, Nathan T	617	\$ 120.00		\$ -		\$ -	300	\$ 36,000.00		\$ -	300	\$ 36,000.00
Senior Biologist	Wilcox, Michael D	617	\$ 120.00	10	\$ 1,200.00	25	\$ 3,000.00	300	\$ 36,000.00	40	\$ 4,800.00	375	\$ 45,000.00
Senior Biologist	Hameister, Dale T	614	\$ 120.00		\$ -		\$ -	100	\$ 12,000.00		\$ -	100	\$ 12,000.00
Biologist	Duoto, Lauryn	612	\$ 100.00		\$ -		\$ -	100	\$ 10,000.00		\$ -	100	\$ 10,000.00
Biologist	Williams, Alec A	604	\$ 85.00		\$ -		\$ -	48	\$ 4,080.00		\$ -	48	\$ 4,080.00
Biologist	Clevinger, Philip Andrew	607	\$ 70.00		\$ -		\$ -	48	\$ 3,360.00		\$ -	48	\$ 3,360.00
Biologist	Urquidi, Emily	607	\$ 65.00		\$ -		\$ -	48	\$ 3,120.00		\$ -	48	\$ 3,120.00
Biologist	Tobin, Jennifer	607	\$ 65.00		\$ -		\$ -	36	\$ 2,340.00		\$ -	36	\$ 2,340.00
Biologist	Tobin, Michelle	607	\$ 65.00		\$ -		\$ -	36	\$ 2,340.00		\$ -	36	\$ 2,340.00
Biologist	Juan Eason	607	\$ 65.00		\$ -		\$ -	34	\$ 2,210.00		\$ -	34	\$ 2,210.00
GIS	Johnson, Aaron T	616	\$ 120.00		\$ -		\$ -		\$ -	5	\$ 600.00	5	\$ 600.00
GIS	Harwin, Catherine	616	\$ 110.00		\$ -		\$ -		\$ -	3	\$ 330.00	3	\$ 330.00
Procurement	Shore, Carol	614	\$ 95.00	2	\$ 190.00		\$ -		\$ -		\$ -	2	\$ 190.00
Word Processing	Depew, Janice	808	\$ 65.00		\$ -		\$ -		\$ -	2	\$ 130.00	2	\$ 130.00
Admin Support	Lopez, Belinda S	808	\$ 70.00	2	\$ 140.00		\$ -		\$ -		\$ -	2	\$ 140.00
Project Coordinator	Crawford, Tracy A	807	\$ 80.00	4	\$ 320.00		\$ -		\$ -		\$ -	4	\$ 320.00
Project Administrator	Cuevas, Marissa V	614	\$ 100.00	2	\$ 200.00		\$ -		\$ -		\$ -	2	\$ 200.00
Total Direct Labor						28.0	\$ 3,570.00	29.0	\$ 3,760.00	1050.0	\$ 111,450.00	65.0	\$ 8,360.00
Wood ODCs Unit Pricing				Rate	Units	COST	Units	COST	Units	COST	Units	COST	
Mileage (cost varies)				\$ 0.560		\$ -		\$ -	40500	\$ 22,680.00		\$ -	
Subtotal UP						\$ -		\$ -		\$ 22,680.00		\$ -	
Grand Total						\$ 3,570.00		\$ 3,760.00		\$ 134,130.00		\$ 8,360.00	
											0	\$ 149,820.00	



ATTACHMENT C - 1 SIGNED ADDENDUM SHEET





**ADDENDUM TO COACHELLA VALLEY CONSERVATION COMMISSION
REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES**

RFP NO. 2021-03

**BIOLOGICAL MONITORING SERVICES FOR
BIGHORN SHEEP FENCE INSTALLATION PROJECT
IN THE CITY OF LA QUINTA**

ADDENDUM NO. 1

Addendum Date: September 23, 2021

Purpose: The following changes to the Request for Proposal and clarifications are provided based on questions received and must be added/considered when completing your submittal: Acknowledgement of receipt of this ADDENDUM is required. A copy must be submitted with the proposal.

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

Question No. 1: The contract term for this RFP, as stated on page 3, is from October 14, 2021 to September 30, 2022, with the possibility of a renewal through 2023. However, construction is expected to consist of 18 months of daily monitoring. So based on the estimated length of time expected for the Project, it should finish in March of 2023. So is the project estimated to be 12 months or 18 months.

Response No. 1: **The contract is for 12 months and will need approval for additional funds in September 2022, however, construction is expected to continue over an 18 month period.**

Question No. 2: On Page 4, it states that the estimated survey and monitoring hours is 1050. Does that include the work within the 12 or 18 months? Here is a break-down of estimated days/hours between the 12 month and 18 month discrepancy. If the project is 12 months, that is approximately 240-construction days, which allows

for an average of 4.375 hours per monitoring day. It does state that daily monitoring/clearance is required. Similarly if the project is going to last for 18 months, then the daily monitoring hours would be limited to just under 3 hours/day. So if the purpose of the monitoring activities is to do a daily spot check/clearance in the morning and construction activities would then finish the day without a monitoring present, then that estimated hours would make sense. However, if the work requires day-long monitoring, then that 1050 hours is a little underestimated and should be closer to 2,400 hours for 12 months work of monitoring and 3,600 hours for 18 months of work. Just want to verify the estimated number of hours.

Response No. 2: 1050 hours are for 12 months of daily clearance surveys and minor monitoring activities. If additional monitoring is warranted, CVCC will meet with the Consultant to determine additional task orders and budget needs. See response to question 1 to address the 18 month construction period.

Question No. 3: Will attachments, such as resumes, count toward the 10-page limit?

Response No. 3: No.

Question No. 4: Should it be assumed that the anticipated 1,050 hours of monitoring will not be full days, only partial days for spot checks and morning clearance surveys?

Response No. 4: See response to question 2.

Question No. 5: Please confirm that the proposal is due on September 30, 2021 on Thursday. There are references to Wednesday, September 30 in the RFP.

Response No. 5: The proposal submission due date is 4:00 pm (PST) Thursday, September 30, 2021.

Acknowledgement: Offerors **must** acknowledge receipt of this Addendum by signing in the space provided below. Failure to acknowledge may result in rejection and disqualification of the Proposal.



Signature of Proposer/Consultant

Scott Crawford, Biology Group Manager, 9/29/2021

Printed Name, Title, and Date

Wood Environment and Infrastructure Solutions, Inc.

Proposer/Consultant (Person, Firm, or Corporation)

Coachella Valley Conservation Commission
November 18, 2021



STAFF REPORT

Subject: Acquisition of approximately 3,217.99 acres in the Santa Rosa and San Jacinto Mountains Conservation Area as part of the Palm Hills conservation effort

Contact: Jim Karpiak, Coachella Valley Mountains Conservancy (jkarpiak@cvmc.ca.gov)

Recommendation:

1. **Approve Resolution 21-011 authorizing acquisition of nine parcels totaling approximately 3,217.99+/- acres in the Santa Rosa and San Jacinto Mountains Conservation Area at a cost not to exceed \$5,465,000, plus closing and transaction related costs not to exceed \$17,500; and**
2. **Authorize the Executive Director to execute all necessary contracts and take such other actions as necessary for the acquisition.**

Background: Since the early 2000s, local conservation partners have been talking to representatives of the Palm Hills Land Corp. to arrange a conservation purchase of approximately 3,457 acres in the mountains above the City of Palm Springs. The land is situated in the Santa Rosa and San Jacinto Mountains Conservation Area, as well as within the Sand to Snow National Monument and US Fish and Wildlife Service's Peninsular bighorn sheep essential habitat boundaries.

CVCC staff and its conservation partners recently contacted the landowners in an effort to resume discussions about the potential for sale of the entire Palm Hills property, and the owners seemed interested. Consequently, an appraisal was completed to determine the fair market value of the property. CVCC staff negotiated an agreement for the sale of the portion containing approximately 3,217.99 acres of land over nine parcels (collectively known as the property as shown on Exhibit A). A contingent offer was prepared, and the landowner executed an Agreement for the Purchase and Sale of Real Estate with CVCC for the fair market value of the property.

CVCC and its partners have long pursued land in the Santa Rosa and San Jacinto Mountains because of its critical importance as habitat and for the location of magnificent scenic resources and recreational opportunities. The property is mostly mountainous vacant land and is situated above Highway 111 in Palm Springs. It is a spectacular property containing critical habitat not just for the bighorn sheep, but also for the desert tortoise and other covered species.

Furthermore, because of its scenic character, the property offers future opportunities for the local community through the improvement of recreational trails. The area is frequented by hikers on their way to the nearby McManus, Eagle Canyon, and Clara Burgess trails, and CVCC ownership could facilitate future removal of unwanted social trails and management of recreational uses to support better protection of habitat values.

Simultaneously, the landowner has also agreed to sell the remaining 238.56 acres adjacent to the conservation area to the Oswit Land Trust. The Coachella Valley Mountains Conservancy Board of Directors met on November 8, and provided a grant to the Oswit Land Trust to complete this acquisition. Development of the CVCC's property or the land that Oswit Land Trust is buying would be detrimental not only for the PBS that frequent the area but also for the broader linkage and connections used by other species and for the habitat values of nearby conservation properties.

With this item, CVCC staff recommends the consideration and approval of Resolution 20-011 and that authorization be provided to the Executive Director to execute the property purchase. Purchase of the property will allow for use as a nature preserve with recreational options, which is consistent with habitat values in perpetuity to advance the goals and objectives of the Coachella Valley Multiple Species Habitat Conservation Plan.

Fiscal Analysis: The purchase price for the property is \$5,465,000, or approximately \$1,698 per acre, plus closing and transaction related costs not-to-exceed \$17,500.00. This price is consistent with other recent conservation purchases in the area.

This acquisition is exempt from CEQA review pursuant to CEQA Guidelines 15313 and 15325.

The purchase agreement is contingent upon: (1) approval by the CVCC Board; (2) Seller's ability to provide CVCC an owner's policy of title insurance subject only to such exceptions as may be accepted in writing by CVCC; (3) CVCC's acceptance of the condition of the Property, based on a site inspection and necessary related investigations conducted by or on behalf of CVCC.

Funding is available for the full purchase in the CVCC's Land Acquisition fund. Approximately \$5.2 million of that amount will be reimbursed by Caltrans pursuant to an advancement mitigation fund agreement with CVCC.

Attachments:

1. Resolution 21-011
2. Map showing location of the parcels

Resolution No: 21-011

A RESOLUTION OF
THE COACHELLA VALLEY CONSERVATION COMMISSION
AUTHORIZING ACQUISITION OF APN(s) 635-060-004, 635-070-015, 635-070-019,
635-070-025, 635-430-002, 635-420-003, 686-120-005, 686-320-003, AND 687-020-001
IN THE SANTA ROSA AND SAN JACINTO MOUNTAINS CONSERVATION AREA;
WITHIN THE NATIONAL MONUMENT AND USFWS PENINSULAR BIGHORN SHEEP
ESSENTIAL HABITAT BOUNDARIES

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

WHEREAS, the Commission implements the Coachella Valley Multiple Species Habitat Conservation Plan/Natural Community Conservation Plan ("Plan"); and

WHEREAS, the primary means of conservation under the Plan is acquisition of land from willing sellers; and

WHEREAS, APN(s) 635-060-004, 635-070-015, 635-070-019, 635-070-025, 635-430-002, 635-420-003, 686-120-005, 686-320-003, 687-020-001 consisting of 3,217.99+/- acres as described in Exhibit A (the Property), within the Santa Rosa and San Jacinto Mountains Conservation Area of the Plan, containing biological resources such as important plant or wildlife habitat, sand source and hydrologic features, cultural resources, significant scenic attributes, and recreational options consistent with habitat values; and

WHEREAS, the owner has accepted a contingent offer for the Commission to purchase the Property at the fair market value determined by an appraisal; and

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

NOW, THEREFORE, be it resolved that the Commission approves the purchase of the property using either the Land Acquisition or Caltrans Mitigation Fund at a purchase price of \$5,465,000.00, plus closing and transaction related costs estimated not to exceed \$17,500.00; and

FURTHER, the Commission hereby authorizes the Executive Director to negotiate and execute all necessary contracts and documents and take such other actions as necessary to effect the acquisition of the Property.

The foregoing Resolution was passed by the Coachella Valley Conservation Commission this 18th day of November 2021.

APPROVED:

Linda Evans
Chair

Tom Kirk
Executive Director

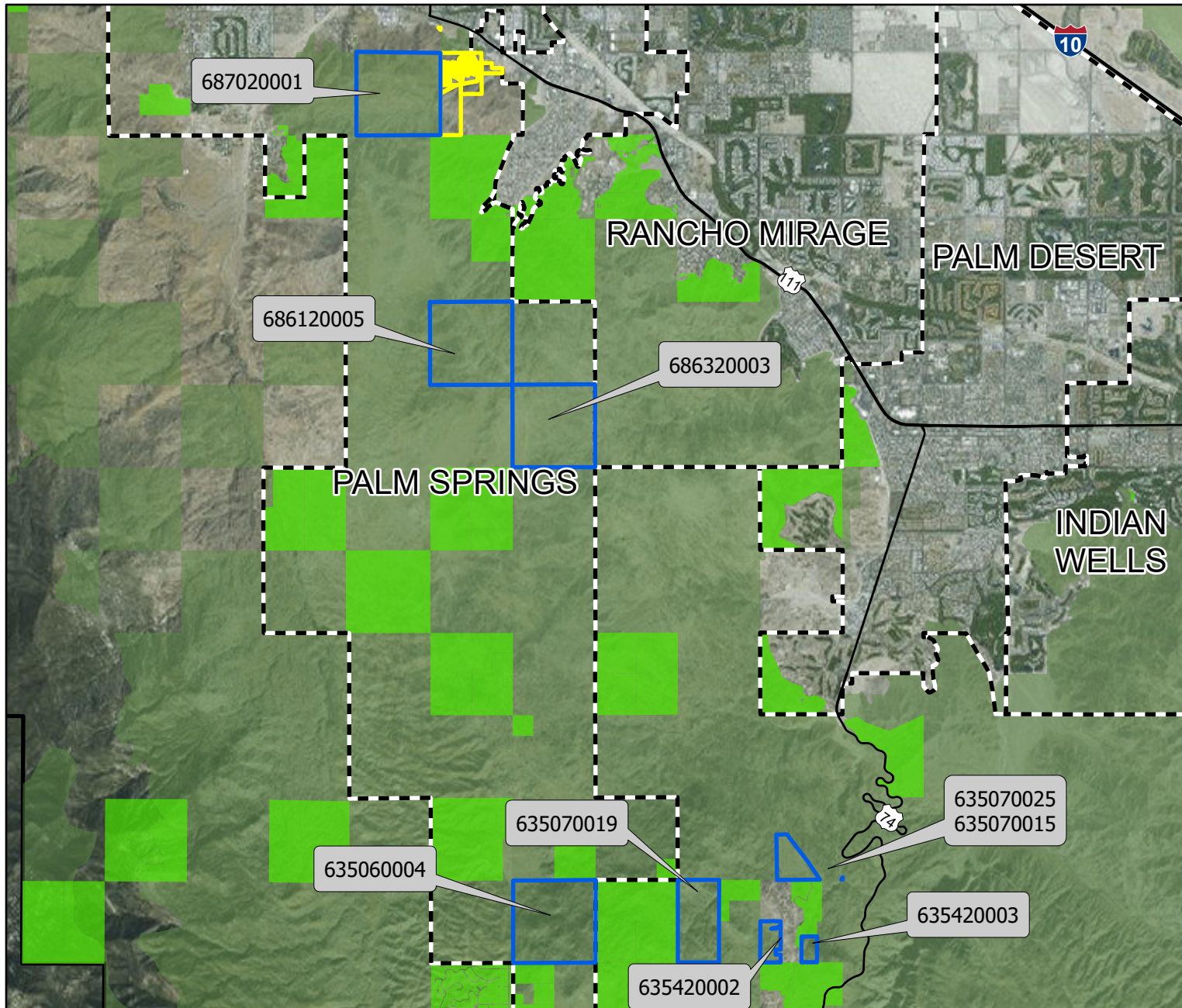
Exhibit A

Description of Real Property to be acquired

The following is a draft APN(s); the final legal description will be prepared by the title company.

APN(s) 635-060-004, 635-070-015, 635-070-019, 635-070-025, 635-430-002, 635-420-003, 686-120-005, 686-320-003, 687-020-001

Proposed Acquisitions in the Santa Rosa and San Jacinto Mountains Conservation Area

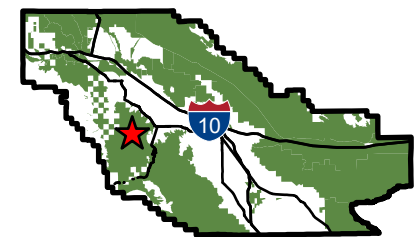


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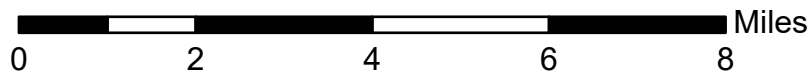
- Palm Hills - CVCC
- Palm Hills - Oswit Land Trust
- CVMSHCP Conservation Area
- Conserved Since 1996



CVCC



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Item 7A

**COACHELLA VALLEY CONSERVATION COMMISSION
FY2021-2022 ATTENDANCE RECORD**

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

Absent
 No Meeting *
 Scheduled Dark Month -

Coachella Valley Conservation Commission
November 18, 2021



STAFF REPORT

Subject: Grand Opening of Long Canyon Trail Improvement Project

Contact: Erica Felci, Assistant Executive Director (efelci@cvaq.org)

Recommendation: Information

Background: The Coachella Valley Mountains Conservancy (CVMC) has extended an invitation to the CVCC for the grand opening celebration of the Desert Hot Springs portion of the Long Canyon Trail, a 9.1-mile route that extends from the Coachella Valley to Yucca Valley. The event will take place at 9 a.m. on Friday, December 3. It is being held in conjunction with the project's partners, including the Friends of Desert Mountains and the City of Desert Hot Springs.

Improvements to the trail have been in the works since 2016 as part of the Northern Coachella Valley Trails Plans that seeks to add trails along the southern boundary of Joshua Tree National Park and connections to the Coachella Valley. The trailhead and parking lot are located on CVCC-owned land and were completed under the terms of a license agreement with the CVMC that the CVCC approved in February 2020.

The development of Long Canyon Trail was identified as part of the Sand to Snow National Monument Management Plan as an authorized trail and is designated by Joshua Tree National Park as a trail corridor. The trail is also one of the Northern Coachella Valley trails in the CVCC Valley Floor Reserve Management Unit Plan which describes management actions on lands within CVMSHCP conservation areas. The CVMSHCP requires that new trails be approved as consistent with the "Public Access and Use Program" by the CVCC, which was done in February 2020.

Additional event details will be sent to the CVCC as they are available.








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

Attachments: Map showing Long Canyon Trail Project and CVCC land

Long Canyon Trail Improvement Project

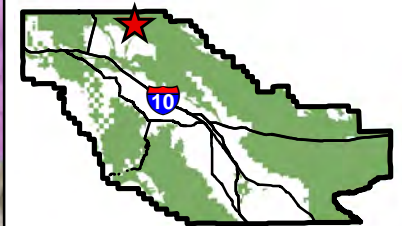


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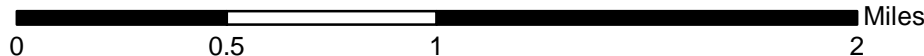
-  Long Canyon Trail
-  BLM
-  Joshua Tree Nat'l Park
-  CVCC
-  Metropolitan Water District
-  City Boundary
-  Trailhead



CVCC



G:_GIS\Maps\Misc.Maps\Katie\Long Canyon Trail Improvement.mxd
2/6/2020



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**COACHELLA VALLEY CONSERVATION COMMISSION
INVESTMENT REPORT
For September 30, 2021**

CASH AND INVESTMENTS UNDER THE DIRECTION OF CVCC

Description	Carrying Amount	% of Total	Fair Market Value		% of Total	Interest Rate Yield	Maturity Date
County of Riverside Treasury	\$ 27,670,398	91.57%	\$ 27,666,247	[a]	91.57%	0.28%	N/A
Union Bank (Checking)	\$ 32,596	0.11%	\$ 32,596	[b]	0.11%	0.00%	N/A
Union Bank (In Lieu Fee)	\$ 2,447,743	8.10%	\$ 2,447,743	[c]	8.10%	0.01%	N/A
Wells Fargo Bank (Checking)	\$ 68,176	0.00%	\$ 68,176		0.23%	N/A	N/A
Wells Fargo Bank (In-Lieu Fee)	\$ -	0.00%	\$ -		0.00%	N/A	N/A
Total Cash & Investments	\$ 30,218,913	99.77%	\$ 30,214,763		100.00%		

Note:

[a] Fair market value does not include accrued interest. Source of Market Values - The Sept 2021 County of Riverside Treasurer's Pooled Investment Fund Monthly Report (Paper Gain/(Loss) was (0.015)%).

[b] Account pending closure.

[c] Account closed in October 2021.

I hereby certify that the investment portfolio of the Coachella Valley Conservation Commission (CVCC) complies with the California Government Sections pertaining to the investment of agency funds and CVCC's written Investment Policy, which was adopted on June 10, 2021.

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

Submitted by:



Claude T. Kilgore, CPA
CVCC Auditor