

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



Pursuant to Governor Newsom's Executive Order N-29-20 (March 18, 2020), the CVCC meeting will only be conducted via video/teleconferencing.

COACHELLA VALLEY CONSERVATION COMMISSION MEETING AGENDA

**THURSDAY, MAY 13, 2021
10:30 a.m.**

INSTRUCTIONS FOR PARTICIPATION

Members of the public may use the following link:
<https://us02web.zoom.us/j/88928698000?pwd=MFdvemkyc3o0YWtSN1dwNWttWjIldz09>
Password: 808891

One Tap Mobile: +16699009128,,88928698000# US
Dial In: +1 669-900-9128
Webinar ID: 889 2869 8000
Password: 808891

***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 HANDICAPPED 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 April 8, 2021 CVCC Meeting Minutes**

[P5](#)

B. **Adopt CVCC Policy #21-01, which renames CVCC’s Per Diem Policy to be a Stipend Policy and sets the stipend amount for meeting attendance at \$100 for CVCC members and their elected alternates**

[P9](#)

6. **DISCUSSION / ACTION**

A. **Technical Assistance Agreement for Desert Tortoise Monitoring and Genetic Analysis** – Kathleen Brundige

[P12](#)

Recommendation: Authorize the Executive Director to execute a Technical Assistance Agreement with the United States Geological Survey to implement desert tortoise monitoring and genetic analysis for the period from May 13, 2021 to June 30, 2023 for a not-to-exceed amount of \$137,822

B. **Acquisition of four parcels in the Upper Mission Creek/Big Morongo Canyon, Highway 111/I-10, and Mecca Hills Orocopia Mountains Conservation Areas** – Jim Karpiak, Coachella Valley Mountains Conservancy

[P24](#)

Recommendation: Approve Resolution 21-004 for acquisition of four parcels consisting of approximately 99.03+/- acres in the Upper Mission Creek/Big Morongo Canyon, Highway 111/I-10, and Mecca Hills Orocopia Mountains Conservation Areas at a cost not to exceed \$130,300, plus closing and transaction related costs not to exceed \$12,000, and authorize the Executive Director to execute all necessary contracts and take such other actions as necessary for the acquisition

- C. Progress on the La Quinta Peninsular Bighorn Sheep Fence – Katie Barrows** [P30](#)

Recommendation: Authorize the Executive Director to negotiate and execute an agreement with PGA West for use of their lands for completion of the La Quinta Bighorn Sheep Fence Project; and issue a notice to proceed with construction

- D. CVAG/CVCC Agreement for Administration of the Coachella Valley Multiple Species Habitat Conservation Plan – Katie Barrows** [P33](#)

Recommendation: Authorize the Chair to execute Amendment #3 to the CVAG/CVCC Agreement for Administration of the Coachella Valley Multiple Species Habitat Conservation Plan, increasing the annual maximum amount to \$850,000

7. INFORMATION

- A. Attendance Record** [P37](#)
- B. Annual Inflation Adjustment to the Local Development Mitigation Fee** [P38](#)
- C. CVCC’s Quarterly Unaudited Financial Statement as of March 31, 2021** [P39](#)
- D. CVCC’s Investment Report as of March 31, 2021** [P41](#)
- E. Contracts Under \$25,000** [P42](#)

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 via Zoom:

- Coachella Valley Conservation Commission – June 10, 2021 at 10:30 a.m.

10. ADJOURN

Item 2A

**Coachella Valley Conservation Commission
Member Roster
2020 - 2021**



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>
City of Desert Hot Springs	Councilmember Gary Gardner <i>Alternate: Mayor Scott Matas</i>
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
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 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>
Coachella Valley Water District	Board Member Anthony Bianco
Imperial Irrigation District	Director Alex Cardenas
Mission Springs Water District	President Nancy Wright <i>Alternate: Vice President Randy Duncan</i>

Staff	
Tom Kirk, Executive Director	
Katie Barrows, Director of Energy & Environmental Resources	
Kathleen D. Brundige, Conservation Program Manager	
Peter Satin, Regional Planner	
Trisha Stull, Program Assistant II	

ITEM 5A

**Coachella Valley Conservation Commission
Meeting Minutes
April 8, 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 Gov. Newsom’s executive order governing how public meetings are held during the COVID-19 pandemic.
- 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
Councilmember Donna Griffith
Mayor Elaine Holmes
Mayor Linda Evans, Chair
Mayor Kathleen Kelly
Councilmember Dennis Woods
Councilmember Richard W. Kite
Councilmember Glenn Miller
Supervisor Karen Spiegel
Mayor Pro Tem Jan Harnik
Supervisor V. Manuel Perez

Supervisor Jeff Hewitt
Director Russ Martin
Board Member Anthony Bianco

Director Alex Cardenas
Vice President Randy Duncan

Agency

City of Cathedral City
City of Coachella
City of Desert Hot Springs
City of Indian Wells
City of Indio
City of La Quinta
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, *arrived during Item 4*
Riverside County – District 5, *arrived during Item 6A*
Riverside County – District 5, *left during Item 6A*
Coachella Valley Water District, *arrived during Item 4*
Imperial Irrigation District
Mission Springs Water District

Others Present

Tom Kirk CVAG
Katie Barrows CVAG
Kathleen Brundige CVAG
Peter Satin CVAG
Trisha Stull CVAG
Erica Felci CVAG
Joanna Stueckle CVAG
Oscar Vizcarra CVAG
Tory Brewster CivicSpark Fellow
Jim Karpiak CVMC
Erin Schaeffer CDFW
Randy Bynder Bighorn Institute
Felicia Brechtel Sierra Club
Paul Valldigham Riverside County – District 5

3. PUBLIC COMMENTS ON AGENDA ITEMS

Randy Bynder, of the Bighorn Institute, shared that he was here to listen to Item 6C and the update on the CVMSHCP and bighorn sheep fence.

4. COMMISSION CHAIR / DIRECTOR COMMENTS –

Chair Evans thanked those who attended the CV Link groundbreaking event, which was held at a future bridge connecting the cities of Indio and La Quinta.

Mayor Steven Hernandez asked about the potential of federal earmarks, and whether CVCC would have the opportunity to receive any available government funding. Executive Director Tom Kirk indicated that CVAG and CVCC were tracking the potential opportunities, and that CVAG is providing letters of support to cities for their projects. Supervisor V. Manuel Perez suggested that CVCC staff follow up with Assemblyman Edwardo Garcia about the funding opportunities.

5. CONSENT CALENDAR

A. IT WAS MOVED BY COUNCILMEMBER KITE AND SECONDED BY MAYOR KELLY TO:

Approve March 11, 2021 CVCC Meeting Minutes

THE MOTION CARRIED WITH 13 AYES AND 4 ABSENT.

Councilmember Rita Lamb	Aye
Mayor Steven Hernandez	Aye
Councilmember Gary Gardner	Aye
Councilmember Donna Griffith	Aye
Mayor Elaine Holmes	Abstain
Mayor Linda Evans	Aye
Mayor Kathleen Kelly	Aye
Councilmember Dennis Woods	Aye
Councilmember Richard W. Kite	Aye
Councilmember Glenn Miller	Aye
Supervisor Karen Spiegel	Abstain
Mayor Pro Tem Jan Harnik	Aye
Supervisor V. Manuel Perez	Aye
Director Russ Martin	Abstain
Board Member Anthony Bianco	Abstain
Director Alex Cardenas	Aye
Vice President Randy Duncan	Aye

6. DISCUSSION / ACTION

A. 2020 Annual Report

Peter Satin presented the highlights of the 2020 Annual Report, including progress toward acquisition goals and current monitoring activities. Member discussion ensued.

THE COMMISSION REVIEWED AND ACCEPTED THE 2020 ANNUAL REPORT ON THE COACHELLA VALLEY MULTIPLE SPECIES HABITAT CONSERVATION PLAN.

B. Acquisition of 12 parcels from the Riverside County Treasurer-Tax Collector's 2020 Tax Default List

Jim Karpiak of Coachella Valley Mountains Conservancy provided an overview of the purchase, including the property locations and conservation value of the 12 parcels recommended for acquisition.

IT WAS MOVED BY BOARD MEMBER BIANCO AND SECONDED BY SUPERVISOR PEREZ TO APPROVE RESOLUTION 21-003 AUTHORIZING ACQUISITION OF 12 TAX DEFAULT PARCELS, TOTALING APPROXIMATELY 107.62+/- ACRES, AT A COST NOT TO EXCEED \$51,532.62, PLUS ADMINISTRATION COSTS, AND AUTHORIZE THE EXECUTIVE DIRECTOR TO ENTER INTO AN AGREEMENT OF SALE TO PURCHASE THE PROPERTIES.

THE MOTION CARRIED WITH 17 AYES.

Councilmember Rita Lamb	Aye
Mayor Steven Hernandez	Aye
Councilmember Gary Gardner	Aye
Councilmember Donna Griffith	Aye
Mayor Elaine Holmes	Aye
Mayor Linda Evans	Aye
Mayor Kathleen Kelly	Aye
Councilmember Dennis Woods	Aye
Councilmember Richard W. Kite	Aye
Councilmember Glenn Miller	Aye
Supervisor Karen Spiegel	Aye
Mayor Pro Tem Jan Harnik	Aye
Supervisor V. Manuel Perez	Aye
Supervisor Jeff Hewitt	Aye
Board Member Anthony Bianco	Aye
Director Alex Cardenas	Aye
Vice President Randy Duncan	Aye

C. Update on the Peninsular Bighorn Sheep in the CVMSHCP Plan Area

Erin Schaeffer, of California Department of Fish and Wildlife, gave an update on the recovery and monitoring methods of the Peninsular bighorn sheep (PBS) population. Katie Barrows provided an update on the construction of a fence in the City of La Quinta. Member discussion ensued and Ms. Schaeffer and Ms. Barrows answered members' questions

The Chair welcomed public comment from Mr. Bynder, who thanked the Commission for the update.

There was no action taken as this was an informational update.

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

A. Attendance Record

8. PUBLIC COMMENTS ON NON-AGENDA ITEMS

None

9. ANNOUNCEMENTS

Upcoming meetings via Zoom:

- Coachella Valley Conservation Commission: May 13, 2021 at 10:30 a.m.

10. ADJOURN

The meeting was adjourned at 11:36 a.m.

Respectfully submitted,

Trisha Stull

ITEM 5B

Coachella Valley Conservation Commission
May 13, 2021



STAFF REPORT

Subject: Meeting Reimbursements for Elected Commissioners

Contact: Joanna Stueckle, Executive Assistant/Clerk (jstueckle@cvag.org)
Claude T. Kilgore, CVCC Auditor (ckilgore@cvag.org)

Recommendation: Adopt CVCC Policy #21-01, which renames CVCC's Per Diem Policy to be a Stipend Policy and sets the stipend amount for meeting attendance at \$100 for CVCC members and their elected alternates

Background: The CVCC Per Diem Policy was established June 2006 and was modeled after the CVAG Per Diem Policy, reimbursing elected officials with \$50 for attendance to any CVAG elected committee meeting. In 2008, both CVAG and CVCC updated their policies and increased the per diem payments. CVCC Commissioners and their elected alternates began receiving \$75 to attend the standing committee meetings.

On April 26, 2021, the CVAG Executive Committee approved an amendment to the Per Diem Policy, changing the name from Per Diem to Stipend due to payments now being subject to tax withholdings. The Executive Committee also supported staff's recommendation to have a \$25 increase in stipend payments made to elected officials who attend committee meetings.

CVCC Commissioners may notice they receive payment via form W-2 from CVAG. The staff would like to give background on why CVAG pays via W2 instead of 1099. Beginning January 2012, the Internal Revenue Service (IRS) performed an examination over CVAG's federal tax withholdings related to payments made to Committee/Commission Members. The examination asserted that CVAG's paid Committee/Commission Members are subject to withholding for (i) federal income tax, (ii) FICA, (iii) FUTA. At the time, CVAG engaged General Counsel to act on its behalf and begin the appeals correspondence process with the IRS. The appeal was active during a two-year period, wherein, CVAG asserted its payments to Committee/Commission Members reflected that of independent contractors and that these Committee/Commission Members did not meet the definition of employees subject to such federal withholdings and payments. Ultimately, in May 2013, the IRS Appeals Office determined that for federal employment taxes, the paid Committee/Commission Members "are to be legally classified as employees...", effectively requiring CVAG to move such payment to Committee/Commission Members from a Form 1099 to a Form W-2 and withhold applicable taxes.

Fiscal Analysis: Staff is recommending a \$25 increase in stipend payments made to Commissioners who attend commission meetings, putting the amount at \$100 for their attendance. This would result in an increased expenditure of approximately \$3,300, including CVAG's portion of federal income tax, FICA, and FUTA.

Attachments:

1. CVCC Policy #21-01

COACHELLA VALLEY CONSERVATION COMMISSION

PER-DIEMSTIPEND POLICY
(Amended ~~June~~May 1213, ~~2008~~2021)

On ~~June~~May 1213, ~~2008~~2021, the Coachella Valley Conservation Commission (CVCC) considered and adopted the following policy¹:

1. That the following committees will receive per diema stipend under the conditions of this policy:

Coachella Valley Conservation Commission

2. That elected officials (of CVCC's member jurisdictions) be eligible to receive the per diemstipend payments.

3. That the amount of per diemstipend be ~~\$75~~100.00 per committee member per committee meeting.

4. That the CVCC may appoint members of the public as committee members and if the person appointed receives no other compensation to attend meetings that member is eligible for the per diemstipend.

5. That a cap of up to twelve meetings per fiscal year, per eligible member be established for purposes of the per diemstipend payments per fiscal year.

6. That receipt of per diemstipend payment does not constitute employment by CVCC for any purpose.

7. That per diemstipend payment is not paid in lieu of expenses but for attendance at the meeting.

8. That CVCC staff be instructed to maintain adequate attendance records for the purpose of administering those payments and that appropriate claim forms be developed and used by staff in such administration.

9. That the CVCC determine on a case by case basis whether or not specifically created committees will receive the per diemstipend payments and, if so, for how many meetings.

10. That the ~~Executive Director~~CVCC retains the authority to terminate the payment of per diemstipend for any or all committees or recipients at any time.

Linda Evans, Chair
Coachella Valley Conservation Commission

ATTEST: Tom Kirk
Executive Director

Per Diem policy established: January 12, 2006
Per Diem revised: June 12, 2008
Stipend policy proposed: May 13, 2021

Until modified by the CVCC, the CVCC Per-Diem Stipend Policy is consistent with the CVAG Per-Diem Stipend Policy established in 1988 and last revised on April 26, 2021.

Coachella Valley Conservation Commission
May 13, 2021



STAFF REPORT

Subject: Technical Assistance Agreement for Desert Tortoise Monitoring and Genetic Analysis

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

Recommendation: Authorize the Executive Director to execute a Technical Assistance Agreement with the United States Geological Survey to implement desert tortoise monitoring and genetic analysis for the period from May 13, 2021 to June 30, 2023 for a not-to-exceed amount of \$137,822

Background: At the January 2021 meeting, the CVCC accepted a California Department of Fish and Wildlife (CDFW) Local Assistance Grant (LAG) in the amount of \$90,672 for “*Determining the distribution, status and linkages of Agassiz’s desert tortoise populations in the uplands surrounding the Coachella Valley.*” The grant is part of an ongoing effort to better understand desert tortoise populations. Objectives of the monitoring program for Agassiz’s desert tortoise were developed by the Desert Tortoise Working Group to meet CVMSHCP permit requirements. The grant funding will assist with CVCC’s objective to complete an assessment of the distribution, demographics, reproductive output, and genetic linkages of desert tortoises in the foothills surrounding the Coachella Valley, especially in the critical linkage areas. The project was expected to start in April 2021 and has an end date no later than March 30, 2023.

Under the terms of the LAG, the U.S. Geological Survey (USGS) will be contracted by CVCC to implement the project. USGS researchers submitted the only proposal for the desert tortoise portion of the Request for Proposals (RFP) for the Biological Monitoring Program that was distributed by CVCC in 2017 for a term through 2022. USGS scientist Dr. Jeff Lovich and his team hold the required permits for desert tortoise monitoring and collecting blood samples for genetics from US Fish and Wildlife Service.

In previous studies, USGS established sampling plots in the Desert Tortoise and Linkage Conservation Area to document tortoise populations in the eastern parts of the CVMSHCP and fitted 20 individual tortoises with radio transmitters north of Interstate 10 in Cottonwood Canyon. CVCC then had USGS expand the search area to 20-square kilometers, to areas south of Interstate 10 in Shaver’s wash and the Orocopia mountains. USGS also collected and analyzed all blood samples obtained from tortoises within the CVMSHCP area to determine genetic relationships and complete population estimates. Samples were compared to those collected from desert tortoises in the western CVMSHCP and evidence was found of recent gene flow from the Whitewater population in the west and the Cottonwood and Orocopia population in the east. This means the tortoises near Whitewater showed stronger genetic affinity to the populations of the eastern Coachella Valley than to the western Mojave populations of San Bernardino County and have used the little San Bernardino Mountains as a linkage between populations in the recent past. The results of those analyses were published in *Frontiers of Biogeography* last year and were included in the CVMSHCP 2020 Annual Report.

Specific linkages for these populations are not currently known, but maintaining these important connections depends on finding where populations exist and implementing effective recovery actions to protect them. Scattered populations of tortoises are known to exist in the southeastern foothills of the San Bernardino Mountains, Painted Hills, Little San Bernardino Mountains and Santa Rosa Mountains, but more data on population connectivity and linkages are needed. Some or all of these are potentially important linkage areas for facilitating recovery, including between the Coachella Valley uplands and adjacent critical habitat in Joshua Tree National Park. These vital linkages are all within the wildland-urban interface, increasing stressors on individual tortoises from roads, neighborhoods and illegal dumpsites that draw ravens. In addition, nothing is known about the ecology of tortoise populations in the low elevation areas of the Santa Rosa Mountains.

In 2021, assessment of the distribution will be accomplished by having the USGS team survey as many parcels of CVMSHCP conservation lands as possible for the presence and abundance of desert tortoises focusing on the uplands surrounding the Coachella Valley. Parcels have been identified in the foothills of the San Jacinto, San Bernardino, Little San Bernardino, and Santa Rosa Mountains. By identifying the presence of tortoises within these linkage areas, CVCC can better target management actions to help support recovery of the species. During the second year, the team will conduct more detailed research on any population discovered in year one to estimate population size, reproductive potential, and identify threats.

A final report and recommendations will be completed in March 2023. The attached Technical Assistance Agreement was developed with the U.S. Geological Survey, Southwest Biological Science Center.

Contract Finalization: Minor changes/revisions may be made for clarification purposes by CVCC Executive Director and Legal Counsel prior to execution. Upon CVCC approval, the Executive Director will negotiate and execute all necessary contracts and documents, and take such other actions as required to complete the project.

Fiscal Analysis: The CVCC was awarded full funding for its Local Assistance Grant application, providing \$90,672 to contract with USGS through 2023. As part of the approved Fiscal Year 2020/21 Monitoring and Management Budget, CVCC budgeted \$45,000 as a match to cover overhead. Only a small amount of that will be paid out this year due to a lag in finalizing the grant agreement, so staff anticipates that the remainder of \$47,150 will be budgeted in the FY21/22 and 22/23.

Attachments:

1. Technical Assistance Agreement Between USGS and CVCC
2. Scope of Work (Attachment A)

TECHNICAL ASSISTANCE AGREEMENT

This Technical Assistance Agreement is entered into by and between U.S. Geological Survey, a Bureau of the Department of the Interior, through the offices of its Southwest Biological Science Center, Flagstaff, Arizona, hereinafter referred to as the “USGS” and Coachella Valley Conservation Commission, a Joint Powers Authority, Palm Desert, California, hereinafter referred to as “CVCC.” USGS and CVCC are sometimes herein referred to as a “Party” and collectively as the “Parties.”

Whereas, the USGS is authorized to perform technical assistance with other Federal agencies, units of State or local government, industrial organizations, private corporations, public and private foundations, and nonprofit organizations (including universities) under the Stevenson-Wydler Act (15 U.S.C. § 3710a(b)(3)(A), as amended);

Whereas, the USGS has a mission in Ecosystems and has need of data on the health of turtle and tortoise populations especially those that are in need of conservation attention by state and federal wildlife management agencies to support this mission;

Whereas, CVCC has objectives regarding collecting essential data on and monitoring Agassiz’s desert tortoise and has need of USGS expertise in tortoise ecology;

Whereas, the project entitled “ Determining the distribution, status, and linkages of an Agassiz’s desert tortoise populations in the uplands surrounding the Coachella Valley” is intended by the Parties to be mutually beneficial and to benefit the people of the United States;

Now, therefore, the Parties hereto agree as follows:

1. **Statement of Work.** See attached Statement of Work (SOW) (Attachment A), incorporated by reference herein.

2. **Principal Investigator.** The USGS principal investigator (PI) for this project is Jeffrey Lovich, 928-556-7358, Jeffrey_lovich@usgs.gov, 2255 N Gemini Dr., Flagstaff, AZ 86001. The PI for the CVCC is Kathleen Brundige, 760-346-1127, kbrundige@cvag.org, 73-710 Fred Waring Dr. #200, Palm Desert, CA 92260. In the event that a PI is unable to continue in this project, the sponsoring agency will make every effort to substitute a replacement acceptable to the other Party.

3. **Title to Equipment.** There will be no joint property purchased as a result of the work outlined in the SOW. Each Party will provide its own equipment necessary to support its participation in the technical evaluation.

4. **Term.** The technical assistance contemplated by this Agreement will commence on the effective date of this Agreement. The effective date of this Agreement shall be the date of the last signature by the Parties. The expiration date of this Agreement shall be 6/30/2023 . The Agreement may be extended by mutual written agreement of the Parties.

THIS AGREEMENT MAY CONTAIN CONFIDENTIAL AND PROPRIETARY INFORMATION. DO NOT DISSEMINATE OUTSIDE OF THE PARTIES TO THIS AGREEMENT.

5. Funding.

- (a) The CVCC will provide an estimated \$137,822 in funds-in to the project. The CVCC is providing in-kind services valued at \$24,200 which include analysis of blood samples.
- (b) The USGS requires an advance of \$0
- (c) This agreement has been negotiated to be paid based on expenses incurred. The USGS will submit invoices to the Collaborator's administrative contact, identified in Article 9, on a quarterly basis. Invoices not paid within 60 days from date of bill for Local and State Government customers will bear Interest, and other fees required by Federal Law, at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.
- (d) The USGS is providing in-kind services valued at \$ 160,000 (Dr. Lovich's Salary and Lab Equipment) to the collaboration.

6. Termination.

This Agreement may be terminated by either Party on 30 days written notice to the other. In the event of an early termination, the USGS shall be reimbursed for any completed work or work in progress on the Effective Date of Termination (i.e., when the Agreement actually terminates following the receipt of written notice from the other Party). Any unspent advanced funds will be returned to CVCC. The USGS shall also supply a copy of the evaluations completed as of the Effective Date of Termination in the event of an early termination of the project.

7. Publications/Reports.

(a) Each Party is free to publish the non-proprietary or non-confidential information and data developed in the performance of this Agreement. Before a Party submits the information and data for publication or otherwise intends to publicly release or disclose scientific information and data that is jointly developed, the Party shall have a review period of fifteen (15) business days to ensure that the draft publication or presentation does not contain Confidential or Proprietary Business Information. Upon expiration of the review period with no comments received from the other Party, the first Party will proceed with submission of the publication and presentation. The 15 days review period is provided as a courtesy to review the publications or presentations to ensure confidential or proprietary information is not disclosed and ensure that there is not inadvertent release of such information that could be used for a patent or invention application. All comments provided within the review period will be forwarded to the contacts identified in Section 9. The Parties acknowledge that USGS is required to provide timely public access to the results of scientific information and data that does not contain sensitive protected information. This may include using machine-readable and open formats, data standards, and [common core and extensible metadata](#) for all new non-protected information created and collected in accordance with USGS Fundamental Science Practice regarding the review,

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approval, and release of information set out in Survey Manual (SM) Chapters [SM 502.4](#), [SM 502.7](#), and [SM 502.8](#), and in the [Office of Management and Budget Memorandum M-13-13](#).

(b) Under the authority of 15 USC § 3710a (c)(7)(B), as amended, the Parties will have the opportunity, as part of the technical assistance, to identify protected research and development information, which is defined as information generated by the research which would have been proprietary information had it been obtained from a non-Federal entity. Each Party may designate as protected research and development information, any information generated by its own employees, and with the Agreement of the other Party, mark any information produced by the other Party’s employees. Such protected research and development information shall be exempt from disclosure under 5USC § 552(b)(4). After the protected research and development information period has expired, the USGS may publish the results of the research as part of open literature (journal and proceeding articles) or as USGS open file reports.

(c) Generated information and results which have been created and marked as protected research and development information may be protected from release or disclosure for a period of two (2) years, unless an earlier date is agreed upon by the Parties.

8. Proprietary Information/Intellectual Property/Background Intellectual Property. No intellectual property is expected as a result of the research/technical effort.

9. Notices. Any notice required to be given or which shall be given under this Agreement shall be in writing and delivered by first-class mail to the Parties as follows:

USGS:

Collaborator:

Technical:

Technical:

Jeffrey Lovich
U.S Geological Survey
2255 N Gemini Dr.
Flagstaff, AZ 86001
Jeffrey_lovich@usgs.gov
928-556-7358

Kathleen Brundige
Coachella Valley Conservation Commission
73-710 Fred Waring Dr. #200
Palm Desert, CA 92260
kbrundige@cvag.org
760-346-1127

Administrative:

Administrative:

Renata Macy
U.S. Geological Survey
2255 N Gemini Dr.
Flagstaff, AZ 86001
rmacy@usgs.gov
928-556-7085
DUNS: 008040867
TIN: 53-0196958

Kathleen Brundige
Coachella Valley Conservation Commission
73-710 Fred Waring Dr. #200
Palm Desert, CA 92260
kbrundige@cvag.org
760-346-1127
DUNS: 832865146
TIN: 26-2322034

THIS AGREEMENT MAY CONTAIN CONFIDENTIAL AND PROPRIETARY INFORMATION. DO NOT DISSEMINATE OUTSIDE OF THE PARTIES TO THIS AGREEMENT.

Financial Contact Information for Collaborator:

Claude T. Kilgore
Coachella Valley Conservation Commission
73-710 Fred Waring Dr. #200
Palm Desert, CA 92260
ckilgore@cvag.org
760-346-1127
DUNS: 832865146
TIN: 26-2322034
www.cvmshcp.org

10. Independent Entity. For purposes of this Agreement and all research and services to be provided hereunder, each Party shall be, and shall be deemed to be, an independent Party and not an agent or employee of the other Party. Each Party shall have exclusive control over its employees in the performance of the work. While in field locations, a Party’s employees shall adhere to the safety and technical requirements imposed by the Party controlling the work site.

Neither Party shall have authority to make any statements, representations, or commitments of any kind, or take any action, which shall be binding on the other Party, except as may be explicitly provided for herein or authorized in writing. Neither Party may use the name of the other in advertising or other forms of publicity without the written permission of the other.

11. Governing Law/Liability.

(a) This Agreement is subject to interpretation under applicable State and Federal laws. Where there is inconsistency between the laws, Federal law is controlling. Each Party agrees to be responsible for the activities, including the negligence, of their employees. The USGS responsibility for the payment of claims for loss of property, personal injury, or death caused by the negligence or wrongful act or omission of a USGS employee, while acting within the scope of their employment, is limited to provisions of the Federal Tort Claims Act, 28 USC §§ 2671-80.

(b) The USGS and the CVCC make no express or implied warranty as to the conditions of the research, merchantability or fitness for a particular purpose of the research, data, or resulting product incorporating data developed and exchanged under the SOW. These provisions shall survive the termination of the Agreement.

(c) The USGS shall not indemnify CVCC or any third party against any liabilities, costs, attorney’s fees, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties, and legal costs and all other professional costs and expenses suffered or incurred by CVCC or any third party arising from the work conducted under this technical assistance agreement.

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12. **Force Majeure.** Neither Party shall be liable for any unforeseeable event beyond its control, not caused by the fault or negligence of such Party, which causes such Party to be unable to perform its obligations under this Agreement, and which it is unable to overcome by the exercise of due diligence including, but not limited to, flood, drought, earthquake, storm, fire, pestilence, lightning, and other natural catastrophes; epidemic, war, riot, civil disturbance, or disobedience; strikes, labor disputes, or failure, threat of failure, or sabotage; or any order or injunction made by a court or public agency. In the event of the occurrence of such a force majeure event, the Party unable to perform shall promptly notify the other Party. It shall further use its best efforts to resume performance as quickly as possible and shall suspend performance only for such period of time as is necessary as a result of the force majeure event.

13. **Entire Agreement.** This Agreement contains all of the terms of the Parties and supersedes all prior Agreements and understandings related thereto. This Agreement can be changed or amended only by a written instrument signed by the Parties. Due to the specialized nature of the work, this Agreement is non-assignable by both Parties.

14. **Disputes.** The signatories to this Agreement shall expend their best efforts to amicably resolve any dispute that may arise under this Agreement. Any dispute that the signatories are unable to resolve shall be submitted to the Director of the USGS or his/her designee and the Executive Director of the CVCC or his/her designee for resolution. If no resolution is reached, the Parties agree that the courts of the United States shall have jurisdiction over any claims arising out of work under this agreement.

15. **Miscellaneous Provisions.**

(a) Anti-Deficiency Act. Pursuant to the Anti-Deficiency Act, 31 U.S.C. §§ 1341 (a)(1)(A) and (B) and 31 USC § 1517(a), nothing herein contained shall be construed as binding the USGS to expend in any one fiscal year any sum in excess of its appropriations or funding in excess or what it has received for the collaborative work outlined in the SOW or involving the Federal government in any obligation to pay money before funds have been appropriated for that purpose unless otherwise allowed by law.

(b) Import/Export. The use and dissemination of Information and materials exchanged under this Agreement will be in accordance with all U.S. laws and regulations, including those pertaining to national security and export control. Nothing in this Agreement shall be construed as a license to export Information or to permit any disclosure in violation of law, regulation, or Department of Interior policy. The exporting Collaborator is responsible for obtaining any export licenses that may be required by U.S. Federal law.

(c) Third Parties. The Parties acknowledge and agree to allow disclosure of Proprietary Information or Background Intellectual Property to third parties (such as, students, contractors, subcontractors and or consultants) or external collaborators for the purposes of carrying out this Agreement. If a Party engages a new third party to perform any portion of the SOW after the Effective Date of this Agreement, such Party will notify the other Party and provide information about the third-Party involvement within 7 days of engagement. No contractors shall be listed as ineligible in the System for Award Management (sam.gov), unless waived by the Department of

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the Interior. However, these participants are not Parties to the Agreement. The Parties agree that they will comply with and advise any third parties they have engaged to conduct the Agreement activities to comply with, all applicable Executive Orders, statutes, and regulations. The Parties agree that they will ensure that third party participants are under written obligation not to disclose Proprietary Information or Background Intellectual Property, except as required by law or court order, before the third parties have access to any Proprietary Information or Background Intellectual Property. No foreign personnel shall be engaged by the Collaborator as a contractor, consultant, grantee or third-party collaborator for the performance of any work under this TAA without first identifying the individual, his country of origin, and the work to be performed to USGS so that USGS may determine whether the agency requires advanced approval by an authorized agency official before working with the foreign contractor, consultant, grantee or third-party collaborator, and whether any data, technology or products shared with or used by a foreign contractor, consultant, grantee or third-party collaborator as part of the technical assistance under this agreement are in accordance with all U.S. laws and regulations, including national security export controls and U.S. Department of State regulations and policies.

(d) The Exhibits, Forms, or Special Terms requested by the CVCC are accepted to the extent that such terms do not conflict with applicable Federal laws and regulations.

16. **Survivability.** The following provisions shall survive the termination of this Agreement: 7. Publications/Reports, 8. Proprietary Information/Intellectual Property/Background Intellectual Property and 14. Disputes.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the last date listed below.

U.S. GEOLOGICAL SURVEY

COACHELLA VALLEY CONSERVATION
COMMISSION

By: _____

By: _____

Name: _____

Name: Tom Kirk

Title: _____

Title: Executive Director, CVCC

Date: _____

Date: _____

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Attachment A: Statement of Work

I. Background

Agassiz's desert tortoises (*Gopherus agassizii*) are protected as threatened under both the federal and state of California endangered species acts. Despite their protection, populations have declined range wide by an average of about 38% from 2004-2014 (Allison and Mcluckie 2018). Although their distribution and abundance are well known in parts of the Mojave and Sonoran deserts of California (Berry and Murphy 2019; Ernst and Lovich 2009), almost nothing is known of populations in the uplands around the Coachella Valley (other than one population near the northwest end of the valley, see reviews in Lovich and Ennen 2017; Lovich et al. 2011) where they are one of the species covered under the Coachella Valley Multiple Species Habitat Conservation Plan/Natural Communities Conservation Plan (CVMSHCP/NCCP).

Successful recovery and management of declining populations of imperiled species through implementation of Habitat Conservation Plans (HCPs) starts with a thorough understanding of their distribution, abundance, and ecological needs (Pulliam and Babbitt 1997). Tortoises in the areas around the valley are not currently the recipients of any active state recovery actions, largely because they exist mostly outside the boundaries of specific tortoise conservation areas (TCAs), including recovery units and designated critical habitat for the species. In essence, these populations of tortoises have been "forgotten" from a recovery perspective despite the value of peripheral populations for conservation (Channell 2004). However, the recovery plan for tortoises (USFWS 2011) recognizes the importance of maintaining connected populations among TCAs and other areas identified by the Recovery Implementation Team (RIT), such as linkages to ensure populations remain distributed across the species' range. Linkage areas are also identified in the CVMSHCP/NCCP without explicit knowledge about whether they work or not, but more information is needed to understand their effectiveness.

Genetic research (Lovich et al. 2020) demonstrates that tortoise populations in the western Coachella Valley area are genetically connected to populations in the southern Mojave and eastern Colorado Desert, but the specific linkages are unknown. Maintaining these important connections depends on finding where populations exist and implementing effective recovery actions to protect them. Scattered populations of tortoises are known to exist in the southeastern foothills of the San Bernardino Mountains, Painted Hills, Little San Bernardino Mountains, and Santa Rosa Mountains surrounding the Coachella Valley but more data on population connectivity and linkages are needed. Some or all of these are potentially important linkage areas for facilitating recovery, including between the Coachella Valley uplands and adjacent critical habitat in Joshua Tree National Park. Locating tortoise populations in linkages is also relevant to efforts to focus conservation and management actions. These vital linkages are all within the Wildland-Urban Interface, increasing stressors on individuals from roads, neighborhoods and illegal dumpsites that draw ravens. In addition, nothing is known about the ecology of tortoise populations in the low elevation areas of the Santa Rosa Mountains.

To live in such low elevation habitats (<300 m) suggests that Santa Rosa tortoises may have the ability to endure exceptionally hot and dry habitats, compared to other tortoise populations. Understanding how tortoises are behaviorally adapted to live in these low, hot, southerly locations may help to understand how they will fare under future warming temperature scenarios predicted to cause declines in and around nearby Joshua Tree National Park (Barrows 2011; Lovich et al. 2014). Systematic surveys and data collection in these and other suitable upland habitats around the Coachella Valley are needed (Lovich et al. 2020) to assist with identifying populations and genetic linkages. Although the low elevation Coachella Valley might be assumed to be a barrier to tortoise dispersal and gene flow from surrounding rugged uplands, ongoing research suggests that is not the case (Lovich et al. 2020). Locating viable populations in this area will assist in identifying the linkage areas necessary to maintain connectivity and assist local recovery efforts.

II. Purpose

The purpose of this project is to complete an assessment of the distribution, demographics, and genetic linkages of desert tortoises in the foothills surrounding the Coachella Valley, especially in critical linkage areas. This will be accomplished by surveying as many parcels of conservation land as possible for the presence and abundance of desert tortoises focusing on the uplands surrounding the Coachella Valley.

III. Objectives or Specific Aims

The project will implement a desert tortoise monitoring program with the following objectives: 1) collect data to establish baselines on tortoise populations and/or their habitat suitability in core habitat within the CVMSHCP/NCCP area, including biotic and abiotic variables affecting persistence of tortoise populations; 2) Leverage and enhance data collected at the USGS/BLM study site near Palm Springs over 25 years; 3) support long-term modeling efforts needed to determine tortoise distribution and population viability; 4) refine modeled relationships with identified threats such as fire, invasive species and climate change; and 5) prioritize adaptive management needs for the desert tortoise in and beyond the CVMSHCP/NCCP area.

IV. Term / Project Schedule

- March 1, 2021 – July 31, 2021– Initial surveys and sampling
- August 1, 2021 – July 31, 2022 - Continued surveys and sampling at focused site visits.
- July 31, 2022 – January 31, 2023 - Data analysis and draft report
- February 1, 2023 – March 31, 2023- Final report

V. CVCC’s Role and Expertise

Specific CVCC Tasks

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Task 1: Project Implementation and Data Management. CVCC will be responsible for managing the Local Assistance Grant Agreement from California Department of Fish and Wildlife (CDFW) which is providing partial funding for this TAA. CVCC will be responsible for acquiring permission for access to conservation lands, as well as submission of all reports and invoices for the grant agreement. CVCC will also coordinate data management through the MSHCP GIS servers, and submission of data to CDFW and the CNDDDB.

VI. USGS' Role and Expertise

Specific USGS Tasks

Task 2: Location of areas that appear to host potentially viable populations of desert tortoises as measured by multiple captures or frequent sign (e.g., active burrows, carcasses, and scats). This will be accomplished by surveying non-federal conservation lands in year 1 and 2, March-July.

Task 3: Collecting data from live captures and carcasses (e.g., sex determination, body size, injuries, etc.). This will be accomplished in year 1 and 2 (March-July). These data will provide demographic data important to understanding population growth potential and threats (e.g., Lovich et al. 2014).

Task 4: Taking small blood samples from live tortoises for genetic comparisons with existing data (Lovich et al. 2020) and identification of linkage areas. This will be accomplished in year 1 and 2. Genetic samples are especially needed from the Santa Rosa tortoises near the southern distributional limit for desert tortoises. Analysis of genetic samples will be paid for by CVCC.

Task 5: Obtaining reproductive output data via field X-radiography (equipment provided by USGS) from as many females as possible during the egg-laying season (April-July) for comparison with published regional data (Lovich et al. 2015; Lovich et al. 2018b). This will be accomplished in year 2 if a population is located for more detailed research. These data will help inform managers about population growth potential.

VII. Joint Tasks and Activities

Task 6: CVCC will subcontract with UC Riverside to analyze the blood samples taken by USGS and provide species distribution models for tortoise habitat suitability and invasive species of interest.

VIII. Anticipated Outcomes and Deliverables

- Quarterly progress reports summarizing fieldwork and any major findings, to be submitted quarterly with invoices.

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- Draft final report covering results from all outlined tasks.
- Final report covering all outlined tasks to be submitted with final invoice.
- GPS data for all surveyed areas.
- Location and demography data quantified for all tortoises found by site, with evaluation of habitat quality and levels of disturbance.
- All original data including tortoise mark / recapture data and genetic data.

The data collected and results will also be published in a peer reviewed scientific journal and presented to the California Mojave RIT, scientific conferences, and other interest groups. The project will contribute to the existing, limited data on desert tortoise distribution within the foothills of the CVMSHCP/NCCP, improve demographic information for these populations, and facilitate the identification of important genetic linkages.

Budget

GS-7 permitted tech lead salary (1773 hours @\$25.57 /hr)	\$45,336.00
GS-7 permitted tech lead salary (1786 hours @\$25.38/hr)	\$45,336.00
Total Direct Costs	\$90,672.00
Total Indirect Costs (52%)	\$47,149.44
Total Costs	\$137,821.44

ITEM 6B

Coachella Valley Conservation Commission
May 13, 2021



STAFF REPORT

Subject: Acquisition of four parcels in the Upper Mission Creek/Big Morongo Canyon, Highway 111/I-10, and Mecca Hills Orocopia Mountains Conservation Areas

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

Recommendation: Approve Resolution 21-004 for acquisition of four parcels consisting of approximately 99.03+/- acres in the Upper Mission Creek/Big Morongo Canyon, Highway 111/I-10, and Mecca Hills Orocopia Mountains Conservation Areas at a cost not to exceed \$130,300, plus closing and transaction related costs not to exceed \$12,000, and authorize the Executive Director to execute all necessary contracts and take such other actions as necessary for the acquisition

Background: In January and March 2021, the landowners of four parcels (APNs 522-070-001, 664-050-007, 719-280-005, and 719-280-007) inquired about selling their land located in the Upper Mission Creek/Big Morongo Canyon, Highway 111/I-10, and Mecca Hills Orocopia Mountains Conservation Areas for conservation. Two parcels are located in the Cities of Palm Springs and Desert Hot Springs, the other two parcels are located in unincorporated Riverside County.

Appraisals were completed and based on the appraised fair market value, contingent offers were sent and accepted by the landowners. The landowners have executed Agreements for the Purchase and Sale of Real Estate with the CVCC for the following parcels (together, the Property) based on the accepted contingent offers:

1. **Highway 111/I-10 Conservation Area:** APN 522-070-001 totaling approximately 9.66+/- acres, for a purchase price of \$48,300 (or \$5,000 per acre) plus closing costs and transaction related costs totaling approximately \$4,000.
2. **Upper Mission Creek/Big Morongo Canyon Conservation Area:** APN 664-050-007 totaling approximately 9.37+/- acres, for a purchase price of \$61,000 (or \$6,510 per acre), plus closing costs and transaction related costs totaling approximately \$4,000.
3. **Mecca Hills Orocopia Mountains Conservation Area:** APNs 719-280-005, and 719-280-007 totaling approximately 80.0+/- acres, for a purchase price of \$21,000 (or \$262.00 per acre), plus closing costs and transaction related costs totaling approximately \$4,000.

The purchase price of the Property is consistent with other recent conservation purchases in the area. The Property is within the Upper Mission Creek/Big Morongo Canyon, Highway 111/I-10, and Mecca Hills Orocopia Mountains Conservation Areas. The Property features important habitat for the Coachella Valley round-tailed ground squirrel, desert tortoise, Least Bell's vireo, Le Conte's thrasher, Orocopia Sage, Palm Springs pocket mouse, southwestern willow flycatcher, summer tanager, yellow breasted chat, and yellow warbler. The Property also contains hydrologic features, cultural resources, significant scenic attributes, and future recreational options consistent with the

Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP). Furthermore, the Property is also near other parcels already owned by CVCC and its conservation partners, making for efficient management practices.

The purchase agreements are contingent upon: (1) approval by the CVCC; (2) Seller's ability to provide the CVCC an owner's policy of title insurance subject only to such exceptions as may be accepted in writing by the CVCC; and (3) a site inspection demonstrating that there are no hazardous materials or hazardous conditions on the Property, and all debris shall be removed by close of escrow by seller.

Staff recommends the CVCC approve the purchase of the Property for use as part of the CVMSHCP reserve system with recreational options, consistent with habitat values in perpetuity to advance the plan's goals and objectives.

Fiscal Analysis: The cost of all four parcels is \$130,300, with closing costs not to exceed \$12,000. Funding for this purchase is available in CVCC's Land Acquisition Fund.

Attachments:

1. Resolution 21-004
2. Property location maps

Resolution No: 21-004

A RESOLUTION OF THE
COACHELLA VALLEY CONSERVATION COMMISSION
AUTHORIZING ACQUISITION OF
APN'S 522-070-001, 664-050-007, 719-280-005, and 719-280-007

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, APNs 522-070-001, 664-050-007, 719-280-005, and 719-280-007 consisting of approximately 99.03+/- acres, as further described in Exhibit A (collectively, "Property"), is within the Upper Mission Creek/Big Morongo Canyon, Hwy 111/I-10, and Mecca Hills Orocopia Mountains Conservation Areas of the Plan, containing biological resources such as important plant or wildlife habitat or hydrologic features, cultural resources, significant scenic attributes, and recreational options consistent with habitat values; and

WHEREAS, the owners have accepted contingent offers 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 the Land Acquisition Fund at the appraised fair market value of \$130,300.00, plus closing and transaction related costs estimated not to exceed \$12,000.00; 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 13th day of May 2021.

APPROVED:

Linda Evans
Chair

Tom Kirk
Executive Director

Exhibit A

Legal Description of Real Property to be acquired

The land referred to herein is situated in the State of California, County of Riverside, described as follows.

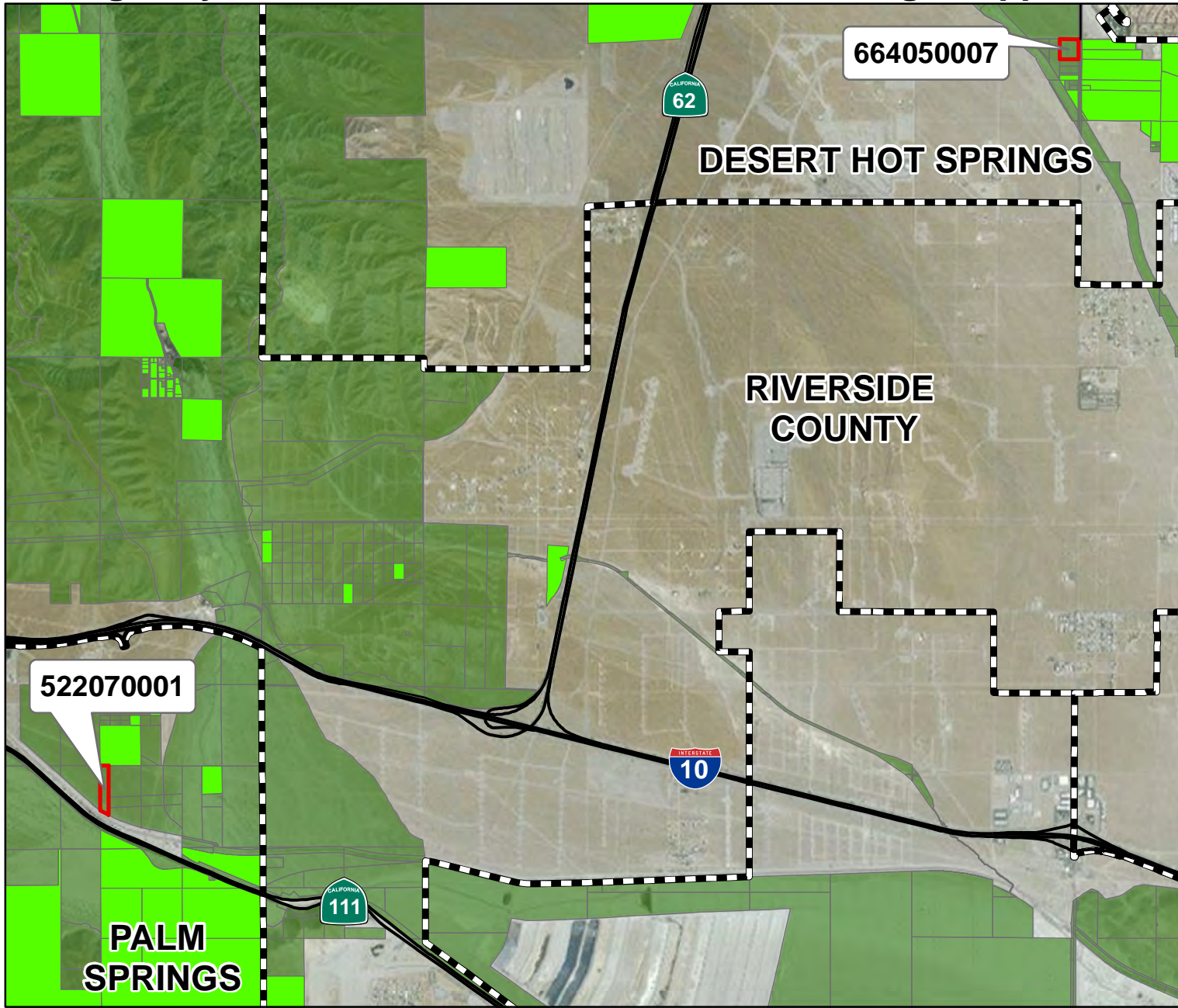
9.37 ACRES M/L IN POR NE $\frac{1}{4}$ OF SEC 27 T2S R4E
APN: 664-050-007

9.66 ACRES POR SW $\frac{1}{4}$ OF SEC 14 T3S R3E
APN: 522-070-001

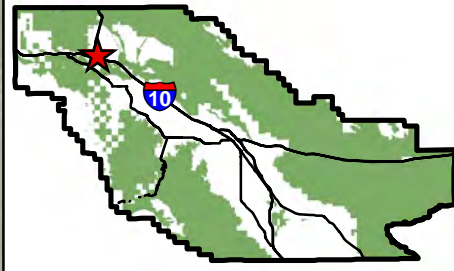
40.0 ACRES NET IN POR NE $\frac{1}{4}$ OF SEC 11 T7S R13E
APN: 719-280-005

40.0 ACRES IN NET IN POR SE $\frac{1}{4}$ OF SEC 11 T7S R13E
APN: 719-280-007

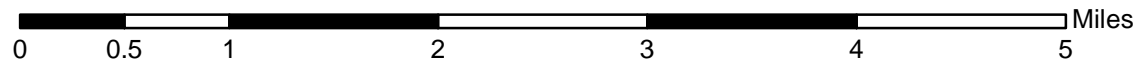
Acquisition of two parcels in the Upper Mission Creek/Big Morongo Canyon and Highway 111/I-10 Conservation Areas consisting of approximately 19.03 acres



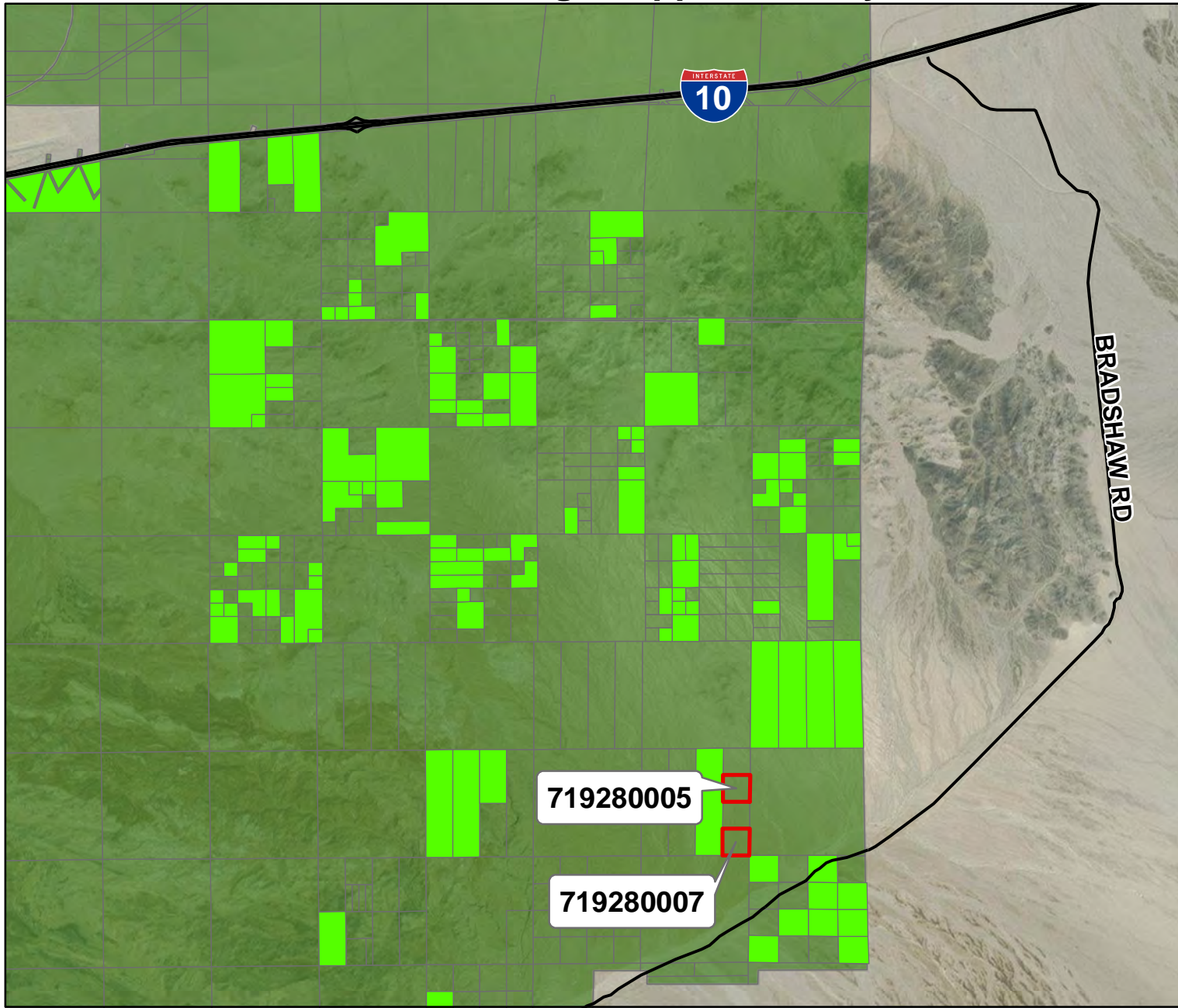
- Legend**
-  Proposed Acquisitions
 -  Parcels
 -  City Boundaries
 -  Conserved Since 1996
 -  CVMSHCP Conservation Area
 -  Highways








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



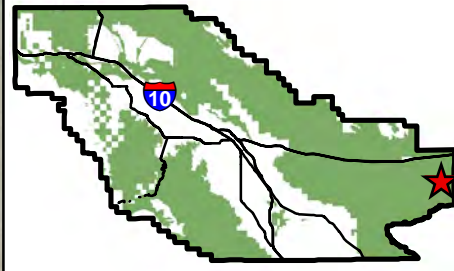
Acquisition of two parcels in the Mecca Hills/Orocopia Mountains Conservation Area consisting of approximately 80 acres



- Legend**
-  Proposed Acquisitions
 -  Parcels
 -  Conserved Since 1996
 -  CVMSHCP Conservation Area
 -  Highways



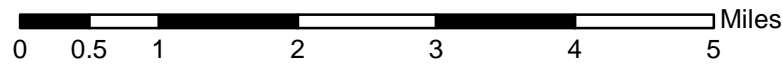
CVCC



719280005

719280007

G:_GIS\Maps\Meeting Maps\2021\May\Mecca Hills_Orocopia Mountains Conservation Area1.mxd
 April 30, 2021



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

Coachella Valley Conservation Commission
May 13, 2021



STAFF REPORT

Subject: Progress on the La Quinta Peninsular Bighorn Sheep Fence

Contact: Katie Barrows, Director of Environmental Resources (kbarrows@cvaq.org)

Recommendation: Authorize the Executive Director to negotiate and execute an agreement with PGA West for use of their lands for completion of the La Quinta Bighorn Sheep Fence Project; and then issue a notice to proceed with construction.

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 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. Recently, an important step forward was made with an agreement with PGA West being reached on the route of the fence and access to their lands for the fence.

At the February 13, 2020 meeting, the CVCC approved a contract with American Fence Co., Inc. for not to exceed \$2,091,656.58 to install a fence that limits access by bighorn sheep to urban areas in La Quinta as required by the CVMSHCP. However, the timing of construction has always been dependent on the ability of the CVCC to secure access to the property. One section of the fence route occurs on property controlled by the owners of PGA West, HJ/CG Partners, LLC. Unfortunately, as staff has reported at the recent CVCC meetings, an agreement with PGA West to obtain permission to use their property for a portion of the fence has been stalled.

In October 2020, PGA West notified CVCC that access to their property would not be granted until they are satisfied that the visual impacts of the fence have been reduced as much as possible. The PGA West entities proposed another route that would cost more and result in additional delays. Over the months, CVCC staff has held several site visits and meetings with PGA West management and homeowners' association (HOA) representatives to review options and identify ways to reduce visual impacts of the fence. In early April 2021, a sample fence panel was installed on the slope across from PGA West, along the preferred fence route, to show PGA West management and HOA representatives what the fence would look like. This sample panel used the same materials that will be used for the bighorn sheep fence when constructed.

Following installation of the sample fence panel, a meeting was held on site with PGA West management and HOA representatives and the fence contractor, American Fence. After seeing the sample, it was agreed by the stakeholders that the fence was not as noticeable as had been previously anticipated. The PGA West management and HOA representatives agreed to accept the proposed fence route, which would be located 35 feet or more behind the Coachella Canal levee and then head west up the alluvial fan and over the mountain. CVCC staff described how the vertical fence posts could be painted to match the background which varies from chocolate brown

to “granite gray” coloration. CVCC also confirmed that consultation with PGA West on the coloration of the fence posts would continue during the installation process to ensure the concerns about visibility were addressed. PGA West representatives agreed to proceed with the proposed fence route and work with CVCC to prepare for installation of the fence.

The next step is for CVCC and PGA West to finalize a license agreement that provides for installation of the bighorn sheep fence on lands owned by HJ/CG Partners, LLC. A draft agreement was developed by PGA West/HJ/CG Partners legal counsel and has been reviewed by CVCC legal counsel. Staff is recommending that the CVCC authorize the Executive Director to finalize the negotiation of the agreement and then execute it, after final review by CVCC legal counsel.

The agreement with PGA West does not include any financial contribution to the fence construction. When the CVCC approved the fence contract in February 2020, it included a condition that actual fence construction will not proceed until funding from PGA West and related entities is confirmed, or with subsequent approval by the CVCC. During the negotiations, CVCC staff sought a financial contribution. However, PGA West management let CVCC staff know that they would not be contributing to the construction of the fence. In order to reach consensus on the route, staff set aside discussions about funding. Therefore, staff recommends that the CVCC authorize the Executive Director to issue a notice to proceed without the condition for PGA West funding, once all access permits and final construction plans are in place. This is a procedural step that would routinely be done with approval of a construction contract. CVCC staff is asking for specific approval to address the February 2020 conditioned approval.

Next Steps

If this agreement and approval is endorsed by the CVCC, CVCC staff will next work to finalize construction plans. At the November 12, 2020 meeting, the CVCC authorized the Executive Director to negotiate and execute a contract to complete construction plans for the fence project that meets Coachella Valley Water District (CVWD) requirements. CVCC staff and CVWD engineering staff have walked the route, which was staked in 2020, to confirm the route is acceptable to CVWD. But detailed construction plans are needed to identify property boundaries using aerial orthophoto images, which allow the fence route to be mapped to scale. Approval of the construction plans is required before CVWD will issue the encroachment permits. Competitive quotes for this task have been solicited and will be updated prior to selection of a consultant. The CVCC previously authorized the Executive Director to negotiate and sign a contract with the most competitive bidder for not to exceed \$50,000.

The construction schedule will depend on finalization of the CVCC-PGA West agreement for access and completion of the construction plans. Completion of the construction plans could take two months. These plans will allow CVWD and the U.S. Bureau of Reclamation to approve final encroachment permits and access agreements with CVCC. Based on this timeline, it is possible that construction could begin this summer.

CVCC staff is also still working with partners on plans to provide supplemental water sources for the Peninsular bighorn sheep. Additional meetings are planned with CVWD to identify suitable locations where access to water is available from their facilities in the area.

Fiscal Analysis: There is no cost to the CVCC for the agreement with PGA West. However, there is also no cost to PGA West to contribute to the fence project.

As noted above, the approval of a fence contract in February 2020 included a condition that actual fence construction will not proceed until funding from PGA West and related entities is confirmed, or with subsequent approval by the CVCC. Given the length of time that it has taken to reach this

deal, CVCC staff is recommending that the CVCC proceed with the fence construction and pay for the costs through its available funding. The CVCC Fiscal Year 2020/2021 budget includes \$2.1 million for the La Quinta fence project. The budget reflects funding for the fence project coming from the management contingency fund of \$5 million, which was established by CVCC as required under the CVMSHCP. This expense will be carried over to the proposed FY 2021/2022, which will be presented to the CVCC for approval in June.

It is worth noting that the CVCC did pre-purchase the fence materials, as the process of coloring the fence posts takes time. The cost of the materials was \$387,600 and includes a certification from American Fence that CVCC owns all the purchased fence materials. This payment benefits CVCC as the cost of fence materials has increased as much as 30 percent in recent months, meaning the CVCC was able to take advantage of better pricing from last year. The fence materials are being stored in order to preserve the coloration in a temperature-controlled location.

Coachella Valley Conservation Commission
May 13, 2021



Staff Report

Subject: CVAG/CVCC Agreement for Administration of the Coachella Valley Multiple Species Habitat Conservation Plan

Contact: Katie Barrows, Director of Environmental Resources (kbarrows@cvag.org)
Claude Kilgore, CVCC Auditor (ckilgore@cvag.org)

RECOMMENDATION: Authorize the Chair to execute Amendment #3 to the CVAG/CVCC Agreement for Administration of the Coachella Valley Multiple Species Habitat Conservation Plan, increasing the annual maximum amount to \$850,000

BACKGROUND: The Coachella Valley Association of Governments (CVAG) has provided administrative services and staffing to the CVCC for implementation of the Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP). The original agreement commenced upon issuance of state and federal permits for the CVMSHCP which occurred in fall of 2008. CVAG provides staff support to the CVCC consistent with the terms of the 2008 agreement, and the CVAG Executive Director also serves as the CVCC Executive Director. In addition to staff support for CVCC and coordination of CVMSHCP implementation, CVAG staff provides administrative support, meeting coordination, fiscal services including accounting, preparation of the budget, oversight of the annual audit, and management of the various CVCC funds.

The annual reports, including the 2020 Annual Report presented to the CVCC in April 2021, showcase the impressive acquisition, management, and monitoring successes of the CVMSHCP. CVCC has acquired 13,792 acres since the baseline year of 1996. Acquisitions since 1996 that benefit the conservation goals of the CVMSHCP by various local, state, and federal partners total 98,369 acres. In 2020, CVCC acquired 2,075 acres, significantly more than the total acquired in each of the previous four years. The CVMSHCP has also been an effective tool to streamline infrastructure and development projects.

The CVMSHCP provided that for the first five years of Plan implementation, which started in 2008, CVCC would contract with CVAG for staff services. Thereafter, CVCC may renew the contract with CVAG for staff services, retain its own staff, or contract for services. Two amendments have been executed to the staffing agreement, and the staffing arrangement has been reviewed by CVAG's external auditor.

Over the years, the CVCC and its Finance Committee have also reviewed the staffing arrangement and its costs and have acknowledged that shared resources can create efficiencies and cost savings. This was especially true when compared with the costs of Western Riverside County Regional Conservation Authority (RCA), an agency that has similar habitat conservation responsibilities as the CVCC's that had been operating as a stand-alone agency. The RCA, as of this year, is now operating in a staffing agreement with the Riverside County Transportation Commission (RCTC). The arrangement was approved in late 2020 after the RCA, which administers the Western Riverside Multiple Species Habitat Conservation Plan, considered its own management options for moving forward after the retirement of its Executive Director. As the

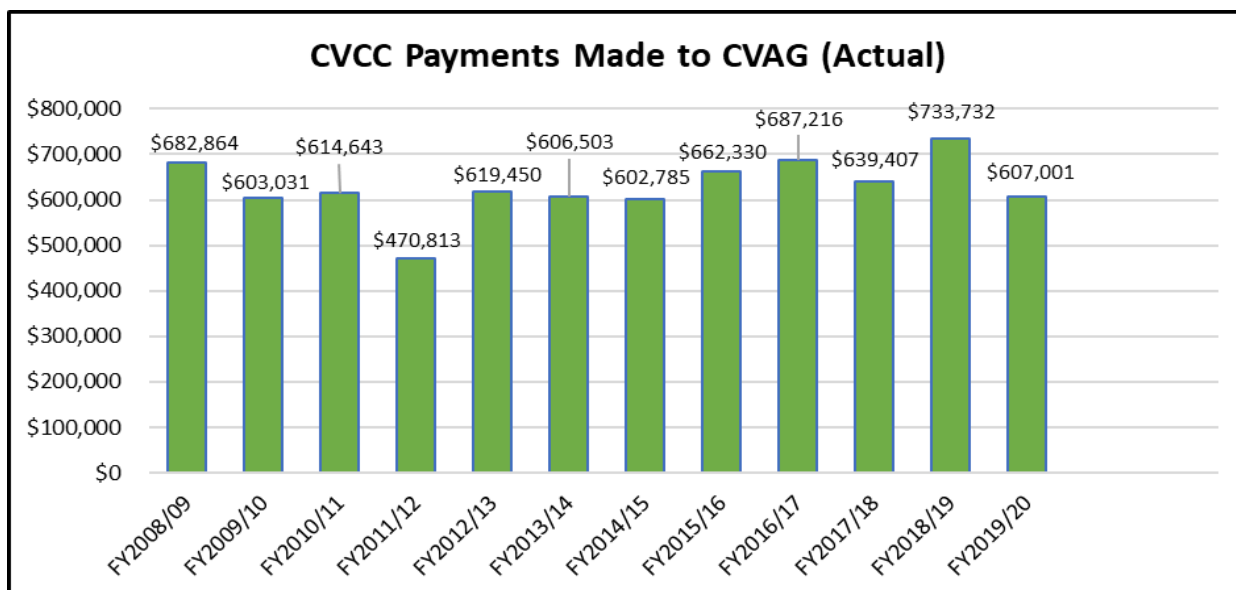
RCTC was considering the new arrangement, their staff coordinated with CVAG and used the CVAG-CVCC relationship – shared staffing arrangement with two separate elected boards – as a model in its discussions.

The original CVAG-CVCC agreement set a not-to-exceed amount of \$700,000 for the first twelve months, based on CVAG’s adopted budget for Fiscal Year 2008/2009. The agreement specifies that the not-to-exceed amount shall be approved by CVCC and CVAG as part of the annual budget process. Amendment #1, which was approved in June 2013, extended the agreement to 2018 and Amendment #2 approved in November 2018 extended the agreement to June 30, 2023 and increased the annual amount of the agreement from not-to-exceed maximum of \$700,000 to not-to-exceed maximum of \$750,000. An annual cost of living increase based on the Consumer Price Index (CPI) was also added in November 2018.

With the CVAG and CVCC budgets now being prepared for Fiscal Year 2021/2022, staff is recommending a third amendment, which would increase the annual amount from \$750,000 to \$850,000. All other terms of the agreement remain the same. The recommended Amendment #3 will allow CVCC to cover the resources needed for its increased responsibilities. As the number of acres owned by the CVCC continues to grow, the staff time and expenses necessary to ensure effective management of these lands to achieve conservation goals increases. To address this need, the recommended Fiscal Year 2021/2022 budget will include a new staff position to serve as a land management assistant/coordinator. This additional staff member will focus on completing land management tasks including installation and maintenance of fences and gates, assisting with new land management database, working with volunteers to track land management needs, and other related tasks as needed. This new staff position, as proposed, would also be dedicated 100% to the CVMSHCP. And, as the CVCC continues to acquire property for habitat and conservation, CVCC staff anticipates additional resources, and higher management costs, will need to be included in the budget.

If approved, Amendment #3 will be presented to the CVAG Executive Committee for their consideration at their June 7, 2021 meeting.

Fiscal Analysis: Amendment #3 would increase the maximum annual amount for CVAG to invoice CVCC from \$750,000 to \$850,000. The amount paid each year will vary, as CVAG only charges CVCC for the actual staff time incurred, as well as some overhead costs. For context, the actual annual totals from 2008 through 2020 are depicted in the chart.



The to-date costs for FY 2020/21 are not yet available. However, based on internal analysis, CVCC staff anticipates that the costs will exceed the FY 2019/2020 amount. That year's costs were unexpectedly low because of staffing turnover, which resulted in gaps in positions being filled.

Eleven CVAG employees are engaged in the CVCC operations. Out of these 11 employees, only one employee works full time on CVCC operations while the other eleven employees spend varied amounts of time on CVCC, depending on their job duties. The arrangement has been reviewed by CVAG's external auditor and they are comfortable with it. The percentages of CVAG staff time spent on CVCC administration are as follows:

<u>Position</u>	<u>As per 2020/2021 Budget</u>	<u>Actual (thru 3/31/2021)</u>
Executive Director	10%	13%
Director of Env. Resources	40%	51%
Regional Planner	50%	70%
GIS Analyst	40%	37%
Program Manager	100%	100%
Program Assistant II	60%	38%
Dir. of Finance/Admin.	10%	4%
Accounting Manager	10%	1%
Accounting Assistant	13%	14%
Office Assistant	0%	3%
Assistant to Exec. Director	0%	2%

An annual cost of living increase based on the Consumer Price Index (CPI) increase, December to December, All Urban Consumers, Los Angeles-Riverside-Orange County was approved in November 2018.

Attachments: Amendment #3 CVAG-CVCC Agreement

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS
AMENDMENT #3
to
AGREEMENT BETWEEN
THE COACHELLA VALLEY CONSERVATION COMMISSION AND
THE COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS
FOR
ADMINISTRATION OF THE
COACHELLA VALLEY MULTIPLE SPECIES HABITAT CONSERVATION PLAN

The Agreement for Administration of the Coachella Valley Multiple Species Habitat Conservation Plan (the "Agreement") dated December 8, 2008 by and between the Coachella Valley Conservation Commission (CVCC) and the Coachella Valley Association of Governments (CVAG), with Amendment #1 in 2013 and Amendment #2 in 2018, is amended as follows:

1. The annual amount of the agreement is amended to increase from not to exceed \$750,000 to not to exceed \$850,000.
2. All other terms and conditions shall remain the same as stated in the original Agreement.

Glenn A. Miller
Chair
Coachella Valley Association of Governments

Linda Evans
Chair
Coachella Valley Conservation Commission

Item 7A

**COACHELLA VALLEY CONSERVATION COMMISSION
FY2020-2021 ATTENDANCE RECORD**

JURISDICTION / AGENCY	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
City of Cathedral City	-	-	✓	-	✓	-	✓	-	✓	✓		
City of Coachella	-	-	✓	-	█	-	✓	-	█	✓		
City of Desert Hot Springs	-	-	✓	-	✓	-	✓	-	✓	✓		
City of Indian Wells	-	-	✓	-	✓	-	✓	-	✓	✓		
City of Indio	-	-	✓	-	✓	-	✓	-	█	✓		
City of La Quinta	-	-	✓	-	✓	-	✓	-	✓	✓		
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	-	-	✓	-	✓	-	✓	-	✓	✓		
Coachella Valley Water District	-	-	✓	-	✓	-	✓	-	█	✓		
Imperial Irrigation District	-	-	✓	-	✓	-	✓	-	✓	✓		
Mission Springs Water District	-	-	✓	-	█	-	✓	-	✓	✓		

Absent █
 No Meeting *
 Scheduled Dark Month -

Coachella Valley Conservation Commission

May 13, 2021



STAFF REPORT

Subject: Annual Inflation Adjustment to the Local Development Mitigation Fee

Contact: Peter Satin, Regional Planner (psatin@cvag.org)

Recommendation: Information

Background: The Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP) authorizes the use of a Local Development Mitigation Fee (LDMF) to offset the impacts to wildlife habitat caused by the development of vacant land within the CVMSHCP boundary. The collection of this fee is enacted through ordinances adopted by the member cities and by Riverside County, each of which contains the following annual inflation adjustment language:

“The Fee established by this Ordinance shall be revised annually by means of an automatic adjustment at the beginning of each fiscal year based on the average percentage change over the previous calendar year set forth in the Consumer Price Index for “All Urban Consumers” in the Los Angeles-Anaheim-Riverside Area, measured as of the month of December in the calendar year which ends in the previous fiscal year.”

In December 2017, the US Bureau of Labor Statistics (BLS) cleaved the metropolitan area named in the ordinance language into two separate regions: the Los Angeles-Long Beach-Anaheim metropolitan area and the Riverside-San Bernardino-Ontario metropolitan area. The latter Consumer Price Index (CPI) is measured every other month, and does not include data for the month of December. To approximate a data point for an unrecorded month, BLS recommends taking the square root of the product of the indexes for the preceding and subsequent months, in this case November and January. This approximated December data point can then be used to calculate the over-the-year percent change.

The CPI for the Riverside-San Bernardino-Ontario metropolitan area rose by 2.1% for calendar year 2020. The LDMF will therefore be adjusted according to the following table for Fiscal Year 2021/22:

Category	Current Fee	Fee as of July 1, 2021
<i>Commercial/Industrial (per acre)</i>	\$6,088	\$6,215
<i>Residential (per unit)</i>		
0-8 units per acre	\$1,371	\$1,400
8.1-14 units per acre	\$571	\$583
14+ units per acre	\$254	\$259

CVCC will issue a notice to fee collecting jurisdictions of the automatic fee increase to ensure a smooth transition on July 1, 2021.

Fiscal Analysis: Based on the fee revenue collected during Fiscal Year 2019/20, this adjustment is expected to increase fee revenues by \$56,511 for Fiscal Year 2021/22.

ITEM 7C

Coachella Valley Conservation Commission

**UNAUDITED STATEMENT OF REVENUES, EXPENDITURES, AND CHANGE IN
TOTAL GOVERNMENTAL FUND BALANCE**

Jul '20 - Mar 21

Ordinary Revenue/Expenditure	
Revenue	
6001 · Development Mitigation Fees	1,701,186.19
6005 · Agencies Mitigation Fees	1,581,146.00
7001 · Other Revenue	1,754.25
8001 · Investment Income	63,908.96
8005 · Gain(Loss) in Investments	-89,207.16
Total Revenue	3,258,788.24
Expenditure	
4100 · Administrative Fees	21,314.56
4200 · Accounting/Bank Services	10,882.87
4250 · Payroll Taxes	430.62
4353 · Insurance	13,442.00
4418 · Members Per Diem	4,200.00
4422 · Computer Software	2,900.00
4425 · Legal Services	29,131.45
4431 · Professional Services	24,327.90
[a] 4432 · Consultants	413,251.65
4441 · Printing	775.80
4510 · Land Improvements	35,142.07
4550 · Utilities	12,659.59
Total Expenditure	568,458.51
	2,690,329.73
Capital Outlay	
4820 · Land Acquisitions	610,417.62
4821 · Equipment	28,200.00
Total Capital Outlay	638,617.62
Excess Revenue Over Expenditures/ Change in Fund Balance	2,051,712.11

[a] FY20/21 expenditures to CVAG are currently being allocated excluded from this line item.

Coachella Valley Conservation Commission
Unaudited Balance Sheet of Total Governmental Funds

	Mar 31, 21
ASSETS	
Current Assets	
Checking/Savings	
1110 · Cash - County Treasurer	26,894,440.62
1115 · Cash - Union Bank (Main)	45,093.25
1116 · Cash - Union Bank (ILF)	1,575,313.06
1145 · Fair Value Adjustment	-806.82
Total Checking/Savings	28,514,040.11
Other Current Assets	
1150 · Due From Other Funds	45,381.41
Total Other Current Assets	45,381.41
Total Current Assets	28,559,421.52
Fixed Assets	
1731 · Land	72,578,963.15
Total Fixed Assets	72,578,963.15
TOTAL ASSETS	101,138,384.67
LIABILITIES & FUND BALANCE	
Liabilities	
Current Liabilities	
2112 · Due To Other Funds	
70-In-Lieu Fee	45,381.41
Total Current Liabilities	45,381.41
Total Liabilities	45,381.41
FUND BALANCE	
3211 · F/B-Unreserved, Undesignated	28,514,040.11
3621 · Investment in Land	72,578,963.15
Total Fund Balances and Capital Assets	101,093,003.26
TOTAL LIABILITIES & FUND BALANCE	101,138,384.67

ITEM 7D

**COACHELLA VALLEY CONSERVATION COMMISSION
INVESTMENT REPORT
FOR MARCH 31, 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	\$ 26,894,441	94.32%	\$ 26,893,634	[a]	94.32%	0.35%	N/A
Union Bank (Checking)	\$ 45,093	0.16%	\$ 45,093		0.16%	0.00%	N/A
Union Bank (In Lieu Fee)	\$ 1,575,313	5.52%	\$ 1,575,313		5.52%	0.01%	N/A
Wells Fargo Bank (Checking)	\$ -	0.00%	\$ -	[b]	0.00%	N/A	N/A
Total Cash & Investments	\$ 28,514,847	100.00%	\$ 28,514,040		100.00%		

Note:

[a] Fair market value does not include accrued interest. Source of Market Values - The March 2021 County of Riverside Treasurer's Pooled Investment Fund Monthly Report (Paper Gain/Loss was -0.003%).

[b] Wells Fargo Bank account was opened on February 11, 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 11, 2020.

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

Item 7E

Coachella Valley Conservation Commission
May 13, 2021



STAFF REPORT

Subject: Contracts Under \$25,000

Contact: Trisha Stull, Program Assistant II (tstull@cvag.org)

Recommendation: Information

Background: The following contracts were signed by the Executive Director under his signature authority:

1. Four contracts for appraisals with Capital Realty Analysts:
 - a) On January 20, 2021, a contract was signed to appraise five parcels comprising 158.0 acres in the Upper Mission Creek/Big Morongo Conservation Area, Highway 111/I-10 Conservation Area, and Morongo Wash Special Provisions Area, for a not-to-exceed amount of \$8,750;
 - b) On February 19, 2021, a contract was signed to appraise one, 9.37-acre parcel in the Upper Mission Creek/Big Morongo Canyon Conservation Area for a not-to-exceed amount of \$2,500;
 - c) On April 14, 2021, a contract was signed to appraise 127 parcels comprising more than 3,400 acres in the Santa Rosa and San Jacinto Mountains Conservation Area. The total contract was for \$20,000, with CVCC paying \$10,000 and the landowner paying \$10,000.
 - d) On April 22, 2021, a contract was signed to appraise one, 9.66-acre parcel in the Highway 111/I-10 Conservation Area for a not-to-exceed amount of \$2,500.
2. A services contract with Leja Surveying Corp was signed to complete professional land surveying services of two parcels including a boundary survey, recording boundary exhibit and shape files, and drone survey mapping for \$6,250.

Fiscal Analysis: These contract expenses are covered in the CVCC's Fiscal Year 2020/21 land acquisition fund.