



COACHELLA VALLEY CONSERVATION COMMISSION MEETING AGENDA

**THURSDAY, MAY 14, 2026
11 A.M.**

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

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

**Court Appointed Special Advocates of Imperial County
229 South 8th Street Suite B
El Centro, CA 92243**

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

<https://us02web.zoom.us/j/89090253814?pwd=jyJ0EzICJJE0KFbom1vkRrxNUcUxTL.1>

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

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

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

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

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

1. **CALL TO ORDER** – Councilmember Gary Gardner, Chair, City of Desert Hot Springs
Roll Call
Pledge of Allegiance
Agenda Modifications
Conflict of Interest Disclosure

P5

2. **PUBLIC COMMENTS ON AGENDA ITEMS**

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

3. **COMMISSION CHAIR/DIRECTOR ANNOUNCEMENTS**

4. **CONSENT CALENDAR**

- A. **Approve the minutes of the April 9, 2026, meeting**
- B. **Authorize the Executive Director to purchase a Chevrolet Silverado 1500 truck, based on the lowest quote and available vehicle, at a cost not to exceed \$62,000**
- C. **Defer construction of a Peninsular bighorn sheep fence on a single residential lot in accordance with the provisions of the Coachella Valley Multiple Species Habitat Conservation Plan by:**
 1. **Accepting an easement to allow for the construction, maintenance, and monitoring of such a fence should it become necessary in the future; and**
 2. **Authorizing the Executive Director to enter into a Subordination Agreement with the City of Indian Wells to accommodate existing restrictions on the property**
- D. **Authorize the Executive Director to provide a letter of support to the Wildlife Conservation Board for a grant application led by the Living Desert, inclusive of a**

P6

P12

P14

P30

commitment of \$100,000 for tortoise monitoring on conservation lands related to restoration of habitat if the grant is secured

- E. **Authorize the Executive Director to adjust budget lines in the 2025-26 budget, reducing CVCC directly-paid program expenses by \$20,000 and increasing the Coachella Valley Association of Governments (CVAG) administrative reimbursement by \$20,000** P33

4. 1 **ITEMS HELD OVER FROM CONSENT CALENDAR**

5. **DISCUSSION / ACTION**

- A. **Acquisition of one parcel in the Willow Hole Conservation Area – Diana Rosas, Coachella Valley Mountains Conservancy** P34

Recommendation: Approve Resolution 2026-05 for acquisition of one parcel consisting of approximately 5.0+/- acres in the Willow Hole Conservation Area at a cost not to exceed \$40,000 plus closing and transaction related costs not to exceed \$1,500; and authorize the Executive Director to execute all necessary contracts and take such other actions as necessary for the acquisition

- B. **Acquisition of one parcel in the Indio Hills/Joshua Tree National Park Linkage Conservation Area – Diana Rosas, Coachella Valley Mountains Conservancy** P39

Recommendation: Approve Resolution 2026-06 for acquisition of one parcel consisting of approximately 10.0 acres in the Indio Hills/ Joshua Tree National Park Linkage Conservation Area at a cost not to exceed \$70,000, plus closing and transaction related costs not to exceed \$2,500; and authorize the Executive Director to execute all necessary contracts and take such other actions as necessary for the acquisition

- C. **State Route 62 Wildlife Crossings Planning Project – Geary Hund of Mojave Desert Land Trust** P44

Recommendation: Authorize the Executive Director to enter into a Cooperative Agreement with Mojave Desert Land Trust to coordinate efforts on the State Route 62 Wildlife Crossings Planning Grant project, and to execute any necessary documents with Caltrans and other agencies that may be needed to implement CVCC's duties under the Cooperative Agreement

- D. **Update on the Memorandum of Understanding with Desert Hot Springs Police Department – Desert Hot Springs Police Lieutenant Chris Saucier** P64

Recommendation: Information

- E. **Addressing Illegal Dumpsites and Encampments on Conservation Lands – Erica Felci** P66

Recommendation: Authorize the Executive Director to address encampment issues on conservation lands by taking the necessary steps to 1.) partner with Riverside County on an application for the California Department of Housing and Community Development's Encampment Resolution Funding and 2.) execute any necessary documents, including a

right of entry, in order to provide access to CalRecycle for additional state-led remediation on CVCC lands

6. **INFORMATION**

- A. **Attendance Record** **P68**
- B. **Contracts under Executive Director’s signing authority** **P69**
- C. **Acquisition Status Report** **P70**
- D. **Coachella Valley Association of Governments’ Annual Meeting Calendar** **P72**

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

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

8. **ANNOUNCEMENTS**

The next meeting of the **Coachella Valley Conservation Commission** will be held on Thursday, June 11, 2026, at 10:30 a.m. at the Coachella Valley Water District, Steve Robbins Administration Building Training Room, 75515 Hovley Lane East, Palm Desert, 92260.

9. **ADJOURN**

ITEM 1

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



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

ITEM 4A

Coachella Valley Conservation Commission Meeting Minutes April 9, 2026



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

- 1. CALL TO ORDER** – The meeting was called to order by Chair Gary Gardner, City of Desert Hot Springs Councilmember, at 10:31 a.m. in the Coachella Valley Water District, Steve Robbins Administrative Building Training Room, 75515 Hovley Lane East, Palm Desert.

A roll call was taken, and it was determined that a quorum was present:

Members Present

Mayor Pro Tem Ernesto Gutierrez
Mayor Pro Tem Frank Figueroa
Mayor Pro Tem Gary Gardner, *Chair*
Director JB Hamby
Councilmember Dana Reed
Mayor Elaine Holmes, *Vice Chair*
Mayor Linda Evans
Mayor Evan Trubee
Councilmember Ted Weill
Councilmember Stephanie Virgen
Mayor Pro Tem Kathleen Fitzpatrick

Agency

City of Cathedral City
City of Coachella
City of Desert Hot Springs
Imperial Irrigation District**
City of Indian Wells
City of Indio*
City of La Quinta
City of Palm Desert
City of Rancho Mirage
Riverside County – District 1
Riverside County – District 2

Members Not Present

Director Anthony Bianco
Director Amber Duff
Councilmember Grace Garner*
Councilmember Jan Harnik
Supervisor V. Manuel Perez
Councilmember Ben Guitron

Coachella Valley Water District
Mission Springs Water District
City of Palm Springs
Riverside County – District 3
Riverside County – District 4
Riverside County – District 5

**arrived at Item 2*

***arrived at Item 5A*

Chair Gardner led the Commission in the Pledge of Allegiance. There were no agenda modifications and no Conflict of Interest Disclosures.

2. PUBLIC COMMENTS ON AGENDA ITEMS

None.

3. COMMISSION CHAIR / DIRECTOR COMMENTS

Executive Director Tom Kirk announced that the May 14 CVCC meeting will begin at 11 a.m. due to the Harvey Milk Breakfast in Palm Springs, which several members attend. He also

noted that the Energy & Sustainability Committee meeting scheduled for 12 p.m. on that same date is canceled and there will be no conflict with the later CVCC start time.

Mr. Kirk shared that our partners at the Mojave Desert Land Trust secured \$5.5 million from the Wildlife Conservation Board to support design work for two wildlife overcrossings on State Route 62. He also reported that the Coachella Valley Association of Governments (CVAG) and its CV Housing First program are exploring a partnership with the County of Riverside on an Encampment Resolution Funding (ERF) application aimed at bringing additional resources that would benefit conservation lands.

Lastly, Mr. Kirk noted that CVCC staff are working with the Urban Conservation Corps on a California Green Sticker Restoration grant opportunity in the Upper Mission Creek Conservation Area. More information will be provided at a later date, if the application is successful.

4. CONSENT CALENDAR

IT WAS MOVED BY MAYOR PRO TEM FIGUEROA AND SECONDED BY MAYOR EVANS TO APPROVE THE CONSENT CALENDAR ITEMS.

- A. Approve the minutes of the February 12, 2026, meeting**
- B. Receive and file the Local Development Mitigation Fee Annual and Five-Year Report for Fiscal Year 2024-25 in fulfillment of the reporting requirements of the Mitigation Fee Act**
- C. Receive and file a 3.9-percent inflationary adjustment to the Local Development Mitigation Fee for fiscal year 2026-27, to take effect July 1, 2026**
- D. Authorize the Executive Director to execute Amendment No. 2 to the contract with Coachella Valley Mountains Conservancy to continue to provide services as CVCC's land acquisition manager, extending the contract through June 30, 2027 with an additional not-to-exceed amount of \$91,334**

THE MOTION CARRIED WITH 10 AYES AND 7 MEMBERS ABSENT

Mayor Pro Tem Ernesto Gutierrez	Aye
Mayor Pro Tem Frank Figueroa	Aye
Director Anthony Bianco	Absent
Mayor Pro Tem Gary Gardner	Aye
Director Alex Cardenas	Absent
Councilmember Dana Reed	Aye
Mayor Elaine Holmes	Aye
Mayor Linda Evans	Aye
Director Amber Duff	Absent
Mayor Evan Trubee	Aye
Councilmember Grace Garner	Absent
Councilmember Ted Weill	Aye
Councilmember Stephanie Virgen	Aye
Mayor Pro Tem Kathleen Fitzpatrick	Aye

Councilmember Jan Harnik
Supervisor V. Manuel Perez
Councilmember Ben Guitron

Absent
Absent
Absent

4.1 ITEMS HELD OVER FROM CONSENT CALENDAR

None

5. DISCUSSION / ACTION

A. 2025 Annual Report

Conservation Program Manager Peter Satin presented the staff report highlighting a summary of the actions taken over the course of 2025.

Brief member discussion ensued with Mr. Satin answering questions from the Commission regarding list of current properties being sought out for acquisition.

The item was received and filed without a vote from the Commission.

B. Acquisition of three parcels in the Mecca Hills/Orocofia Mountains Conservation Area

Chair Gardner welcomed, Elizabeth King, Executive Director of Coachella Valley Mountains Conservancy (CVMC), to present the staff report, and acknowledged CVMC Chair Deborah McGarrey and Vice Chair Rita Lamb, who were also in the attendance. Ms. King presented the staff report.

Member discussion followed, during which Ms. King responded to questions from the Commission regarding trail accessibility from the parcel.

Members also inquired about providing the names of the sellers for all acquisitions to ensure no conflicts of interest for Commissioners. Mr. Kirk recommended the acquisition could be conditioned on a follow up related to seller information and, if a conflict is identified, the item will be re-agendized for a future meeting. recommended including a condition A revised motion was made to include the approval of the item would be conditional

IT WAS MOVED BY MAYOR EVANS AND SECONDED BY MAYOR TRUBEE TO APPROVE THE REVISED MOTION TO RESOLUTION 2026-03 FOR ACQUISITION OF THREE PARCELS CONSISTING OF APPROXIMATELY 140.75+/- ACRES IN THE MECCA HILLS/ OROCOPIA MOUNTAINS CONSERVATION AREA AT A COST NOT TO EXCEED \$63,000 PLUS CLOSING AND TRANSACTION RELATED COSTS NOT TO EXCEED \$2,500; AND AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE ALL NECESSARY CONTRACTS AND TAKE SUCH OTHER ACTIONS AS NECESSARY FOR THE ACQUISITION; CONDITIONED ON 24-HOUR GRACE PERIOD TO ALLOW STAFF TIME TO PROVIDE THE SELLER INFORMATION AND DETERMINE WHETHER ANY CONFLICTS OF INTEREST EXIST

THE MOTION CARRIED WITH 11 AYES AND 6 MEMBERS ABSENT

Mayor Pro Tem Ernesto Gutierrez	Aye
Mayor Pro Tem Frank Figueroa	Aye
Director Anthony Bianco	Absent
Mayor Pro Tem Gary Gardner	Aye
Director JB Hamby	Present
Councilmember Dana Reed	Aye
Mayor Elaine Holmes	Aye
Mayor Linda Evans	Aye
Director Amber Duff	Absent
Mayor Evan Trubee	Aye
Councilmember Grace Garner	Absent
Councilmember Ted Weill	Aye
Councilmember Stephanie Virgen	Aye
Mayor Pro Tem Kathleen Fitzpatrick	Aye
Councilmember Jan Harnik	Absent
Supervisor V. Manuel Perez	Absent
Councilmember Ben Guitron	Absent

C. Acquisition of one parcel in the Willow Hole Conservation Area

Ms. King presented the staff report.

Member discussion ensued with Ms. King responding to questions from the Commission regarding the need for fencing on the property due to its location near Varner Road and the potential for illegal dumping. Commissioners again inquired about the names of the sellers to ensure no conflicts of interest for Commissioners.

IT WAS MOVED BY MAYOR EVANS AND SECONDED BY MAYOR HOLMES TO APPROVE RESOLUTION 2026-04 FOR ACQUISITION OF ONE PARCEL CONSISTING OF APPROXIMATELY 9.23+/- ACRES IN THE WILLOW HOLE CONSERVATION AREA AT A COST NOT TO EXCEED \$70,000 PLUS CLOSING AND TRANSACTION RELATED COSTS NOT TO EXCEED \$1,450; AND AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE ALL NECESSARY CONTRACTS AND TAKE SUCH OTHER ACTIONS AS NECESSARY FOR THE ACQUISITION; CONDITIONED ON 24-HOUR GRACE PERIOD TO ALLOW STAFF TIME TO PROVIDE THE SELLER INFORMATION AND DETERMINE WHETHER ANY CONFLICTS OF INTEREST EXIST

THE MOTION CARRIED WITH 11 AYES AND 6 MEMBERS ABSENT

Mayor Pro Tem Ernesto Gutierrez	Aye
Mayor Pro Tem Frank Figueroa	Aye
Director Anthony Bianco	Absent
Mayor Pro Tem Gary Gardner	Aye
Director JB Hamby	Present
Councilmember Dana Reed	Aye
Mayor Elaine Holmes	Aye
Mayor Linda Evans	Aye
Director Amber Duff	Absent

Mayor Evan Trubee	Aye
Councilmember Grace Garner	Absent
Councilmember Ted Weill	Aye
Councilmember Stephanie Virgen	Aye
Mayor Pro Tem Kathleen Fitzpatrick	Aye
Councilmember Jan Harnik	Absent
Supervisor V. Manuel Perez	Absent
Councilmember Ben Guitron	Absent

D. Acquisition of one parcel in the Willow Hole Conservation Area

Director of Conservation Kathleen Brundige provided the Commissioners with an update regarding the burrowing owl and permitting situation the CVCC has been working on since late 2025.

Member discussion ensued with Ms. Brundige answering questions from the Commission regarding the information presented.

Brian Croft, US Fish and Wildlife Service’s Field Supervisor for the Palm Springs and Southern Nevada field office, made brief remarks stating the Agency’s main goal is figuring out how to move forward and ensure the plan works for jurisdictions from a permitting standpoint and also works for the conservation goals and objectives in the plan.

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

6. INFORMATION

- A. Attendance Record**
- B. Contracts under Executive Director’s signing authority**
- C. Acquisition Status Report**
- D. CVCC’s Quarterly Investment Report through December 31, 2025**
- E. CVCC’s Unaudited Financial Reports through December 31, 2025**

7. PUBLIC COMMENTS ON NON-AGENDA ITEMS

Michael Harrington, a resident of Rancho Mirage requested greater transparency regarding issues currently facing CVCC, including seeking a copy of the letter from the U.S. Fish and Wildlife Service concerning the Burrowing Owl.

8. ANNOUNCEMENTS

The next **Coachella Valley Conservation Commission** meeting will be held on Thursday, May 14, at 11 a.m. at the Coachella Valley Water District, Steve Robbins Administration Building Training Room, 75515 Hovley Lane East, Palm Desert, 92260.

12. ADJOURN

Chair Gardner adjourned the meeting at 11:34 a.m.

Respectfully submitted,
Elysia Regalado, Deputy Clerk

ITEM 4B

Coachella Valley Conservation Commission

May 14, 2026



STAFF REPORT

Subject: Vehicle Purchase for CVCC

Contact: Billy Morrow, Conservation Program Specialist II (bmorrow@cvag.org)

Recommendation: Authorize the Executive Director to purchase a Chevrolet Silverado 1500 truck, based on the lowest quote and available vehicle, at a cost not to exceed \$62,000

Background: With more than 100,000 acres already reserved for conservation between CVCC and its partners, CVCC's land management needs are growing. Issues like illegal dumping, fence repairs, monitoring of protected species, and regular inspections of assets are now at a level where field work is necessary on any given day. In addition to more parcels to manage, CVCC also has growing needs related to the maintenance of four Motus towers, as well as the maintenance and care for the recently acquired North Shore Ranch properties and associated projects.

For years, CVCC staff has utilized a Memorandum of Understanding (MOU) with Friends of the Desert Mountains to use a shared truck at an annual cost of \$3,000 plus fuel. This agreement, which ends in June 2026, has been beneficial in supporting routine fieldwork and has enabled CVCC staff to meet baseline land management and monitoring needs. The needs have now outgrown the two-days a week that Friends' truck is available. Staff are now recommending the purchase of a truck to support field operations, including responding to issues identified during inspections, addressing public requests, and transporting tools, supplies, and waste. A dedicated field vehicle will enable safe access to remote and rugged terrain, provide towing capacity for equipment and debris, and improve responsiveness to time-sensitive issues such as illegal dumping, encampments, and infrastructure damage.

CVCC's needs are unique given the ruggedness of field conditions. Crucial features that were considered for fieldwork include four-wheel drive, elevated clearance, seating for five adults, a standard-length bed, and a towing package. The Chevrolet Silverado 1500 Custom Trail Boss meets these requirements; however, the specific combination of a crew cab with a standard-length bed is uncommon in dealer inventory, significantly limiting available options and resulting in vehicles being sold quickly when they do become available.

CVCC staff has recently solicited quotes from six dealerships that meet the required specifications, which ranged from \$55,149 to \$63,024. Since that time, the two lowest-priced vehicles are no longer available and dealerships declined to hold vehicles without full authorization and purchase.

Given the constrained market, the rapid turnover of qualifying vehicles, and the timing challenges associated with identifying suitable inventory and obtaining formal authorization, CVCC staff recommend authorizing the Executive Director to proceed with the purchase of a vehicle not to exceed \$62,000. Prior to the purchase, staff will continue to follow all applicable procurement policy requirements, including obtaining recent quotes, prior to executing the purchase.

Fiscal Analysis: The cost for the vehicle is for a not to exceed amount of \$62,000, but will be finalized based on the lowest quote for available vehicles. There is funding budgeted in this fiscal year's Management and Monitoring Fund for this purchase.

CVCC staff also intend to extend the Memorandum of Understanding for the Friends' truck through June 2027, as maintaining access to the low-cost shared vehicle alongside a fully dedicated truck will allow staff to operate at full capacity across both land management and biological monitoring functions.

ITEM 4C

Coachella Valley Conservation Commission

May 14, 2026



STAFF REPORT

Subject: Deferral of a Peninsular bighorn sheep fence on a single residential lot and acceptance of an easement allowing for future fence construction

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

Recommendation: Defer construction of a Peninsular bighorn sheep fence on a single residential lot in accordance with the provisions of the Coachella Valley Multiple Species Habitat Conservation Plan by:

1. Accepting an easement to allow for the construction, maintenance, and monitoring of such a fence should it become necessary in the future; and
2. Authorizing the Executive Director to enter into a Subordination Agreement with the City of Indian Wells to accommodate existing restrictions on the property

Background: The Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP or Plan) has designated 21 Conservation Areas as containing high value habitat for species and communities covered under the Plan, and in which authorized disturbance is to be kept to a minimum. Any new development proposed in a Conservation Area is required to undergo the Joint Project Review (JPR) process so that CVCC staff may determine whether the proposed development is consistent with the disturbance quotas, required measures, rough step parameters, mitigation actions, and land use guidelines associated with that Conservation Area. Consistency findings are then provided to the California Department of Fish and Wildlife and United States Fish and Wildlife Service (collectively the Wildlife Agencies) for review before ultimately be submitted to the land use permitting agency for use in their decision-making process.

CVCC staff is currently reviewing a development proposal for a single family detached residence located at 74689 Desert Arroyo in the City of Indian Wells, a portion of which will take place in the Santa Rosa and San Jacinto Mountains Conservation Area (SRSJM), which provides Essential Habitat for Peninsular bighorn sheep. Peninsular bighorn sheep are a fully protected species under the California Endangered Species Act, and no individual may be taken or possessed at any time, and no license or permits may be issued for their take. The CVMSHCP allows exclusively for the take of habitat. Conservation measures for the SRSJM require that, for any development within or adjacent to Essential Habitat, an eight-foot-tall barrier is constructed to prevent individual sheep from accessing the development.

Pursuant to the CVMSHCP, the required fencing can be deferred only if the applicant provides to CVCC an easement for future fence installation in the event that bighorn sheep begin foraging or watering on the developed site, or unauthorized trails proliferate from the site into adjoining Essential Habitat. As part of the JPR process, and supported through a site visit, CVCC and Wildlife Agencies staff reviewed historical sheep tracking data and known water source locations.

It was determined that, although numerous sheep were detected within a one-mile radius of the proposed development, the habitat immediately adjacent to the proposed development is of poor quality and unlikely to be occupied. However, the original plans for the residence included an extensive water feature designed to mimic natural streams and palm oases. Given the proximity of occupied habitat coupled with the relative distance from the site to natural water sources, CVCC and Wildlife Agency staff were concerned that this proposed water feature would create an attractive nuisance resulting in take. CVCC staff therefore recommended the installation of a fence at project buildout in their draft JPR findings.

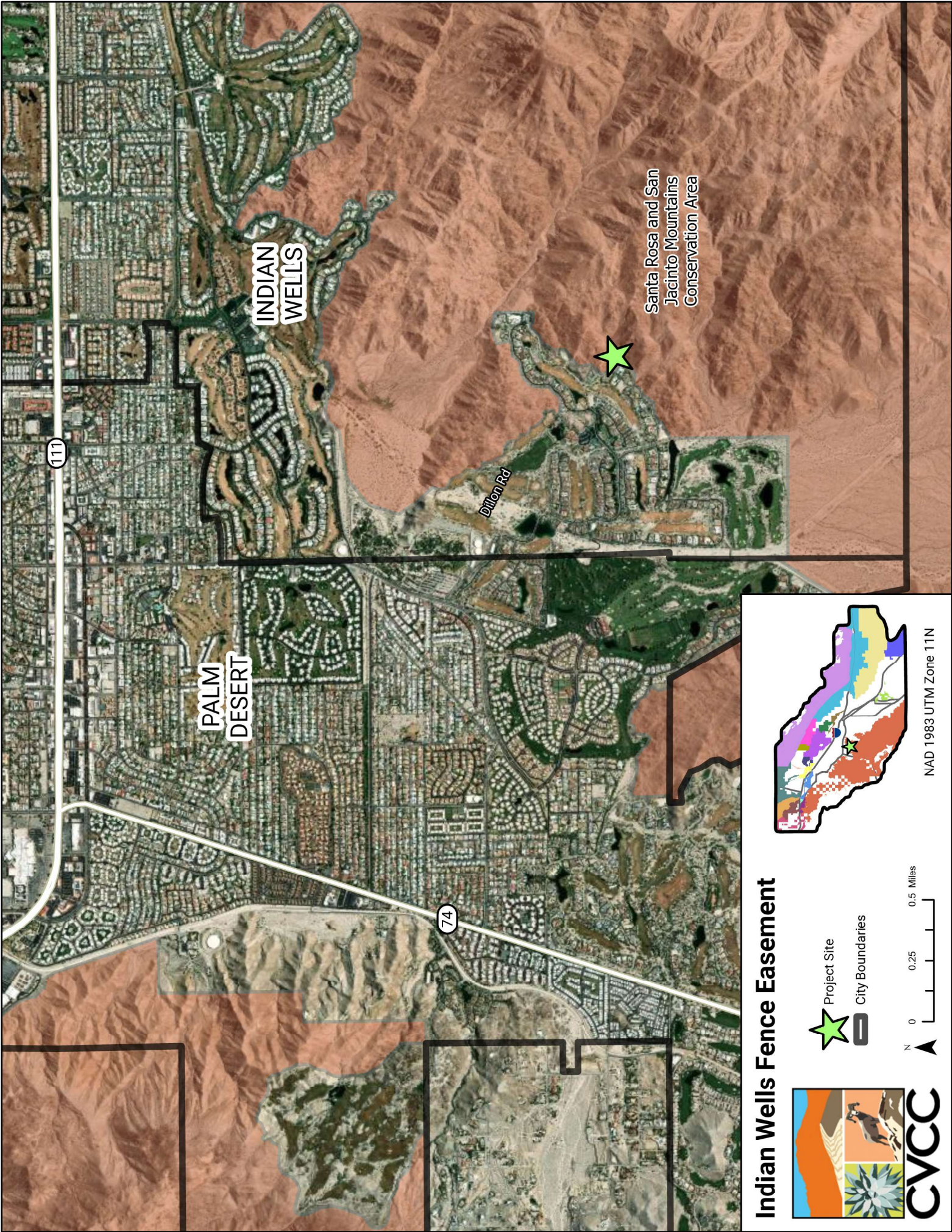
Upon review of the draft JPR findings, the project proponent has opted to remove the water feature and has further requested that the fence requirement be deferred. While CVCC staff were willing to defer fence construction with the water feature removed, they were hesitant to take on the responsibilities of holding the fence easement due to the presence of an existing open space easement recorded against the property requiring that the hillsides remain as undevelopable open space. This easement, held by the City of Indian Wells, was recorded in 1997 and would therefore take precedence over any subsequent fence easement that might be recorded. Staff from CVCC and the City collaborated on the development of a subordination agreement that would prioritize exclusively the construction of a fence to protect Peninsular bighorn sheep over the terms of the open space easement, thus removing any potential conflict between the open space easement and the fence easement. This agreement has been reviewed by both CVCC's and the City's legal counsel, and will be brought forward for consideration by City Council on May 21, 2026.

With the removal of the water feature, CVCC staff is now recommending the Executive Director be authorized to enter into a Subordination Agreement with the City of Indian Wells and accept an easement to allow for the construction, maintenance, and monitoring of a fence should it become necessary in the future. The easement has been reviewed by CVCC's legal counsel and includes requirements for fence installation costs to be borne by the property owner, while granting CVCC the right to conduct maintenance activities at its own expense.

Fiscal Analysis: There is no present cost to CVCC for acceptance of this easement. Potential future expenses are difficult to predict, but will include the cost of fence construction, to be borne by the project applicant or subsequent property owner, and monitoring and maintenance costs, which will be borne by CVCC as part of its CVMSHCP land management obligations.

Attachments:

1. Map of property location
2. Draft fence easement
3. Draft Subordination Agreement with the City of Indian Wells



INDIAN WELLS

PALM DESERT

Santa Rosa and San Jacinto Mountains Conservation Area

Dillon Rd

111

74

Indian Wells Fence Easement



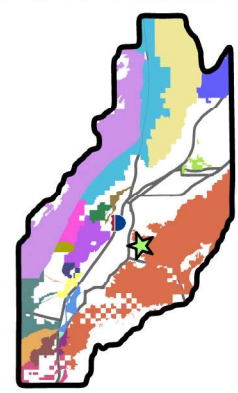
Project Site



City Boundaries



NAD 1983 UTM Zone 11N



RECORDING REQUESTED BY AND)
 WHEN RECORDED MAIL TO:)
)
 Coachella Valley Conservation Commission)
 74-199 El Paso Avenue, Suite 100)
 Palm Desert, CA 92260)
)
 WITH A COPY TO:)
)
 Chris Cruz)
 Modern Development LLC)
 1990 South Coast Highway, Suite 3)
 Laguna Beach, CA 92651)

Space Above Line for Recorder's Use Only

GRANT OF EASEMENT FOR FENCE INSTALLATION AND MAINTENANCE

This Grant of Easement for Fence Installation and Maintenance (“Easement”) is made this ___ day of _____, 2026, by and between **MODERN DEVELOPMENT, LLC**, a California limited liability company (“Grantor”) and Coachella Valley Conservation Commission, a public agency formed by a Joint Exercise of Powers Agreement (“Grantee”). The term “Grantor,” whenever used in the Easement, shall be held to mean and to include, respectively, the above-named Grantor, any managers, employees, agents, members or beneficiaries of same, and its heirs, successors, and assigns. The term “Grantee,” wherever used in the Easement, shall be held to mean and include, respectively, the above-named Grantee, its officers, directors, employees, agents, and its heirs, successors, and assigns.

RECITALS

WHEREAS, Grantor is the owner of certain real property located at 74689 Desert Arroyo in the City of Indian Wells, County of Riverside, State of California, identified by Assessor Parcel Numbers 658-120-001, which consists of a single-family residential lot (“Property”), as more particularly described in Exhibit A attached hereto and incorporated herein by this reference; and

WHEREAS, Grantee is a California joint powers authority pursuant to Government Code §§6500-6511 created to implement the Coachella Valley Multiple Species Habitat Conservation Plan/Natural Community Conservation Plan (“CVMSHCP”); and

WHEREAS, the CVMSHCP provides incidental take coverage for impacts to natural resources pursuant to the California Natural Community Conservation Planning Act Permit 2035-2008-001-06 dated September 9, 2008, and as amended, issued by California Department of Fish and Wildlife (“CDFW”) under the authority of California Fish and Game Code § 2800 *et seq.*, and Permit No. TE104604-0 dated October 1, 2008, and as amended, issued by the United States Fish and Wildlife Service (“USFWS”) under the authority of section 10(a)(1)(B) and section 10(a)(2) of the Endangered Species Act of 1973 as amended (“FESA”), and the corresponding CVMSHCP

document dated September 2007 and Implementing Agreement, as same may be amended from time to time, all of which are incorporated herein by this reference; and

WHEREAS, Grantor wishes to obtain incidental take coverage through the CVMSHCP for certain improvements to the Property that will result in impacts to designated Essential Habitat for Peninsular bighorn sheep within the Santa Rosa and San Jacinto Mountains Conservation Area, and has submitted the proposed improvements to Grantee for a consistency determination under the Joint Project Review process as described in §6.6.1.1 of the CVMSHCP document; and

WHEREAS, §4.3.21, Required Measure 11 of the CVMSHCP document requires for any improvements adjacent to or within Peninsular bighorn sheep Essential Habitat either the construction of a barrier or granting of an easement to Grantee for same should improvements result in incidental take in the future, the location of which barrier shall be at Grantee's discretion;

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions, and agreements herein contained, Grantor shall grant to Grantee the easements and rights described herein and Grantee, by the execution and recordation of this document, agrees to accept the conveyance of such easement rights subject to the terms and conditions as more particularly set forth below.

COVENANTS, TERMS, CONDITIONS, AND RESTRICTIONS

1. Grant of Easement. Grantor hereby grants to Grantee a permanent nonexclusive easement as follows:
 - 1.1 A permanent nonexclusive easement to construct, maintain, operate, inspect, repair, replace, and remove a barrier for the purpose of protecting the Peninsular bighorn sheep ("Fence"), at such a time as the unauthorized incidental take of Peninsular bighorn sheep is observed on the Property and documented by the USFWS and the CDFW.
 - 1.1.1 Unauthorized incidental take here refers to either (a) foraging or watering on improved portions of the Property by Peninsular bighorn sheep, or (b) the proliferation of unauthorized trails, paths, routes, or ways from developed portions of the Property into adjoining Essential Habitat not otherwise approved under the CVMSHCP.
 - 1.1.2 Grantee, CDFW, and USFWS shall have sole but reasonable discretion in determining whether unauthorized incidental take has taken place.
 - 1.2 A permanent nonexclusive easement of access for ingress and egress within, through, under and/or across the surface of the Property for the purpose of permitting the Grantee to discharge its obligations to manage, operate, control, maintain, repair, restore and replace the Fence.
2. Easement Area and Fence Location. The Easement Area shall be the property line on the east, west and south borders of the property, with a two-foot buffer, as further depicted in Exhibit "B" ("Easement Area"). Grantee shall determine the final Fence alignment at the

time of construction. The final alignment shall not adversely affect natural hydrologic or erosional processes. Grantor agrees that Grantee shall have sole discretion in locating the Fence within the Easement Area upon determination of the final Fence alignment such that it is sufficient in size to allow for the installation, monitoring, and maintenance of the Fence in perpetuity, and no amendment to this Fence Easement will be required.

3. Access. Grantee shall have the right to enter upon the Easement Area at reasonable times to carry out the purposes of this Easement. Grantor shall provide to Grantee any means of entry to any gates required for access to the Easement Area. Grantee will provide Grantor 24 hours' notice before entering the property.
4. Maintenance of Easement Area. Grantor shall not alter the Easement Area without the prior written consent of the Grantee. The Easement Area shall be kept clear of any landscaping. The maintenance or installation of permanent structures as may be needed to control erosion is permitted with at least 30 days' notice to Grantee and Grantee's acknowledgment that such installation or maintenance will not prevent Grantee from carrying out the purposes of this Easement.
5. Installation of Fence. Upon Grantee reasonably determining that incidental take has occurred on the Property, Grantee shall notify Grantor to install the fence. The Fence shall be constructed within the Easement Area within two (2) years of documented unauthorized incidental take ("Fence Installation") and written notice of such take provided to Grantor. The Fence shall consist of chain-link material, at least eight-feet tall, or a barrier functionally equivalent and sufficient to prevent Peninsular bighorn sheep from accessing developed portions of the Property.
 - 5.1 Grantor shall acquire all necessary permits required for construction of the Fence, authorization for the submission of which Grantor shall not unreasonably withhold.
 - 5.2 Fence location and design shall be approved by Grantee prior to initiation of construction activities.
6. Payment of Fence Installation.
 - 6.1 Grantor Payment of Fence Installation. Grantor shall pay for the construction of the Fence.
 - 6.2 Creation of the Lien. Grantor, by acceptance of a deed or other conveyance of the Property, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to purchase the Fence through the Easement Area. The costs of the Fence Installation shall be a continuing lien ("Lien") upon the Property, if Grantor fails to pay for the Fence Installation pursuant to §6.1, above. The Lien "runs with the land" and binds the heirs, successors, and assigns of the Property until payment of the Fence Installation is satisfied in full. The Lien may be enforced in the manner provided by law.
7. Maintenance of Fence. Upon construction of the Fence, Grantee shall have the perpetual right, but not the obligation, to perform its monitoring, maintenance, repair, replacement,

and reconstruction (“Fence Maintenance”) at its sole cost and expense. Fence Maintenance does not include aesthetic maintenance or removal of debris except insofar as such activities demonstrably improve the Fence’s function of preventing unauthorized incidental take of Peninsular bighorn sheep, nor does it include maintenance activities resulting from the willful misconduct or negligence of the Grantor, for which the responsibility of remedying shall be at Grantor’s sole cost and expense.

7.1 Fence Maintenance may include, without limitation, an annual inspection to ensure the continued function of the Fence. Grantor may request Grantee perform additional inspections to determine if Fence Maintenance is necessary should Grantor observe Fence conditions that may compromise its function.

7.2 Grantor may request a written summary of any inspection or Fence Maintenance activities, if any, the results of which may not be unreasonably withheld by Grantee.

8. Remedies. If either Party determines the other Party is in violation of the terms of this Easement or that a violation is threatened, the Party asserting a violation shall give written notice to the other Party of such violation and demand in writing the cure of such violation. If the violating Party fails to cure the violation within 30 days after receipt of written notice and demand from the other Party, or if the cure reasonably requires more than 30 days to complete and the violating Party fails to begin the cure within the 30-day period or fails to continue diligently to complete the cure, the Party alleging the violation may bring an action at law or in equity of competent jurisdiction to enforce compliance with the terms of this Easement, to recover any damages to which such Party may be entitled for such violation(s) of the terms of this Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies, or for other equitable relief. Without limiting liability therefor, the prevailing Party may apply any damages recovered to the cost of undertaking any corrective action on the Easement Area. All remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. The failure of any Party to discover a violation or to take immediate legal action shall not bar such Party from taking such action at a later time.

8.1 The prevailing Party in any legal action shall be entitled to recover any costs incurred by in enforcing the terms of this Easement, including, but not limited to costs of suit and attorneys’ and experts’ fees..

8.2 Enforcement of the terms of this Easement by either Party shall be at the discretion of such Party, and any forbearance to exercise its rights under this Easement in the event of any breach of any terms of this Easement shall not be deemed or construed to be a waiver by such Party of such term or of any subsequent breach of the same or any other term of this Easement or of any of such Party’s rights under this Easement. No delay or omission in the exercise of any right or remedy upon any breach shall impair such right or remedy or be construed as a waiver.

9. Subsequent Transfers. Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which Grantor divests itself of any interest in all or any portion of the Property, including, within limitation, a leasehold interest. Grantor further agrees to

give written notice to Grantee of the intent to transfer any interest in the Easement Area at least 30 days prior to the date of such transfer. Grantee shall have the right to prevent subsequent transfers in which prospective subsequent claimants or transferees are not given notice of the covenants, terms, conditions, and restrictions of this Easement. The failure of Grantor or Grantee to perform any act provided by this section shall not impair the validity of this Easement or limit its enforceability in any way.

10. Notices. Any notice, demand, request, consent, approval, or communication that Grantor or Grantee desires or is required to give to the other shall be in writing, and be served personally or sent by recognized overnight courier that guarantees next-day delivery or by first class mail, postage fully prepaid, addressed, as well as an additional email copy of the notice as follows:

To Grantor:

notices@thinktank.com

ATTN: Chris Cruz

Modern Development LLC

1990 South Coast Highway, Suite 3

Laguna Beach, CA 92651

To Grantee:

cvag@cvag.org

Coachella Valley Conservation

Commission ATTN: Executive Director

74-199 El Paseo Avenue, Suite

100 Palm Desert, CA 92260

or to such other address as either party shall designate by written notice to the other. Notices shall be deemed effective upon delivery in the case of personal delivery or delivery by overnight courier or, in the case of delivery by first class mail, five (5) days after deposit into the United States mail. The parties agree to accept facsimile signed documents and agree to rely on such documents as if they bore original signatures.

11. Amendment. This Easement may be amended by Grantor and Grantee only by mutual written agreement. Any such amendment shall be consistent with the purposes of this Easement and shall not affect its perpetual duration. Any such amendment shall be recorded in the official records of Riverside County, State of California.
12. Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of California, disregarding the conflicts of law principles of such state, and by applicable federal law. Each party hereby consents to the exclusive jurisdiction of the state and federal courts sitting in the County of Riverside, State of California, in any action on a Claim arising out of, under, or in connection with this Easement.
13. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed to affect the purposes of this Easement. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.
14. Severability. If a court of competent jurisdiction voids or invalidates on its face any provision of this Easement, such action shall not affect the remainder of the Easement. If a court of competent jurisdiction voids or invalidates the application of any provision of this

Easement to a person or circumstance, such action shall not affect the application of the provision to other persons or circumstances.

15. Waiver. A waiver or breach of covenant or provision in this Easement shall not be deemed a waiver of any other covenant or provision in this Easement, and no waiver shall be valid unless in writing and executed by the waiving party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act.
16. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement. No alteration or variation of this instrument shall be valid or binding unless contained in a written amendment in compliance with all provisions herein.
17. Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall constitute a servitude running in perpetuity with the Easement Area.
18. Mortgage Protection. No breach of the covenants, conditions, or restrictions herein shall affect, impair, defeat, or render invalid the lien or charge of any mortgage or deed of trust made in good faith and for value encumbering any portion of the Property, but all of said covenants, conditions, and restrictions shall be binding upon and effective against any owner whose title is derived through foreclosure or trustee's sale, or otherwise, with respect to the Property.
19. Termination of Rights and Obligations. A party's rights and obligations under this Easement terminate upon the transfer of its interest in the Easement or Easement Area, except that liability for acts or omissions occurring prior to transfer shall survive transfer.
20. Captions. The captions in this instrument have been inserted solely for convenience or reference and are not a part of this instrument and shall have no effect upon its construction or interpretation.

21. Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties. Each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.
22. Recording. Grantee shall record this Easement in the Official Records of the County in which the Property is located, and may re-record it at any time as Grantee deems necessary to preserve its rights in this Easement.

IN WITNESS WHEREOF Grantor has executed this Easement the day and year first above written.

GRANTOR:
MODERN DEVELOPMENT,
LLC

GRANTEE:
COACHELLA VALLEY
CONSERVATION COMMISSION

By: _____
Scott Blum
Chief Executive Officer

By: _____
Tom Kirk
Executive Director

Date: _____

Date: _____

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

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

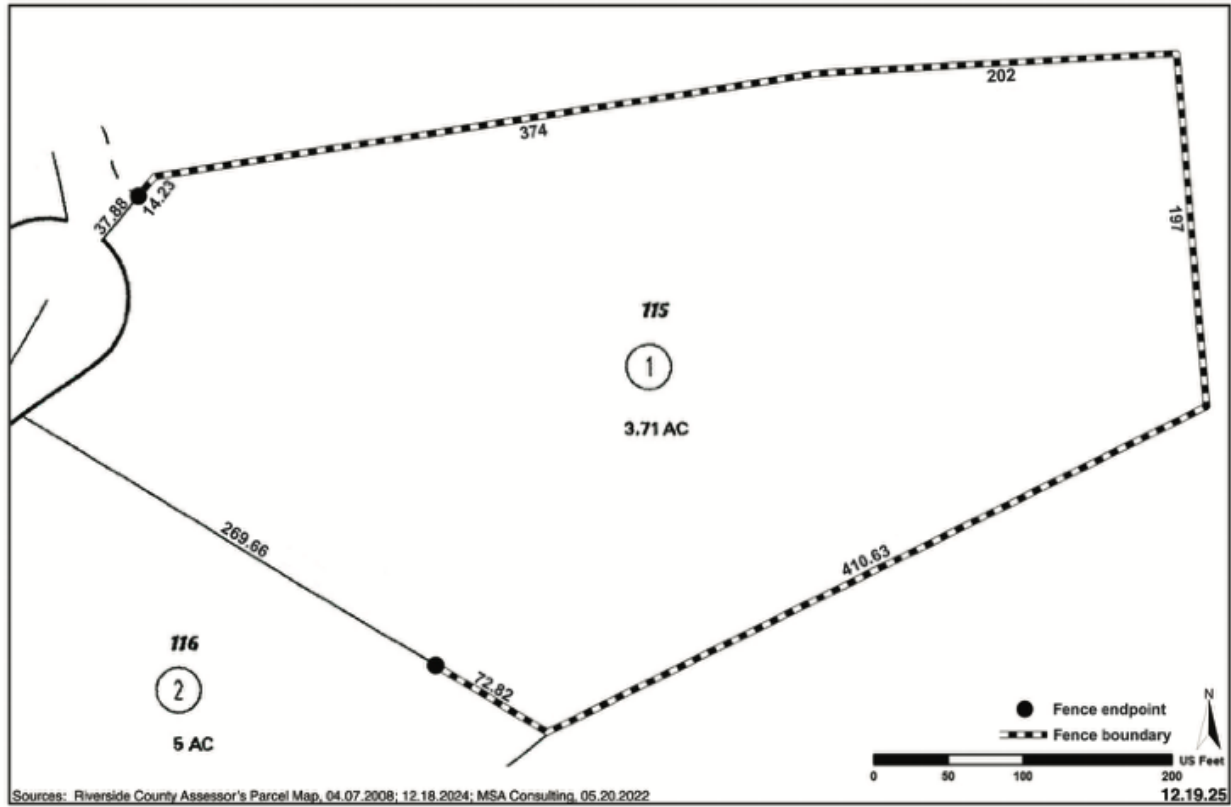
Lot 115 of Tract No. 28016-1, in the City of Indian Wells, County of Riverside, State of California, as shown by Map on file in Book 266, Page(s) 19 through 41, inclusive, of Maps, in the Office of the County Recorder of Riverside County, California.

APN: 658-120-001-9

(End of Legal Description)

DRAFT

EXHIBIT "B"
PLAT



Sources: Riverside County Assessor's Parcel Map, 04.07.2008; 12.18.2024; MSA Consulting, 05.20.2022



Potential Fence Boundary
Blum Residence
Indian Wells, California

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the foregoing Easement by **MODERN DEVELOPMENT, LLC**, a California limited liability company (Grantor), dated _____, to the Coachella Valley Conservation Commission, a public agency and joint powers authority (Grantee), is hereby accepted by the undersigned officer on behalf of the Grantee, pursuant to authority conferred by the Commission, and the Grantee consents to recordation thereof by its duly authorized officer.

COACHELLA VALLEY CONSERVATION COMMISSION

By: _____
Tom Kirk
Executive Director

Date: _____

DRAFT

SUBORDINATION AGREEMENT

This Subordination Agreement (“Agreement”), effective ____, 2026, is between the City of Indian Wells (“City”) and the Coachella Valley Conservation Commission (“CVCC”). The City and CVCC are the “Parties.”

BACKGROUND

- A. The City holds “a[n] undevelopable natural open space easement ... for preservation of natural open space in perpetuity” (“Open-space Easement”) over certain properties in Riverside County identified on Tract Map No. 28016-1, recorded 26 November 1997 in Book 266 of Maps at pages 19–41, as document number 436248.
- B. Modern Development, LLC, owns certain real property located at 74689 Desert Arroyo in the City of Indian Wells, County of Riverside, State of California, identified by Assessor Parcel Numbers 658-120-001 (“Property”).
- C. Part of the Property is subject to the City’s Open-space Easement.
- D. Modern Development desires to develop the Property. As a condition of development, it must grant CVCC an Easement for Fence Installation and Maintenance (“Fence Easement”) to help protect Peninsular bighorn sheep, a protected species.
- E. CVCC is concerned about a potential conflict between its Fence Easement and the City’s Open-space Easement. The City desires to help protect bighorn sheep and is willing to subordinate the Open-space Easement to the Fence Easement.

TERMS AND CONDITIONS

- 1. **Subordination.** The City hereby agrees to subordinate its Open-space Easement to CVCC’s Fence Easement for the limited purpose of allowing CVCC to exercise its rights under the Fence Easement without restriction by the Open-space Easement.
- 2. **No Other Effect.** Nothing in this Agreement has any other effect on the Open-space Easement.
- 3. **Cooperation.** If the requirement for Modern Development to install the fence is triggered under the Fence Easement, the City will cooperate in good faith with CVCC and Modern Development to issue all necessary permits and approvals to install the fence in compliance with the City’s standards and consistent with the requirements of the CVMSHCP. If any relief from a City standard is needed to comply with the MSHCP, the City will work with Modern Development for Modern Development to apply for a variance.

4. **Counterparts.** The Parties may execute this Agreement in two or more counterparts, which in the aggregate must be signed by both Parties. Each counterpart is deemed an original instrument as against any Party who has signed it. A Party may sign this Agreement electronically.

(Signatures on following page)

DRAFT

SIGNATURE PAGE FOR THE SUBORDINATION AGREEMENT BY AND BETWEEN THE CITY OF INDIAN WELLS AND THE COACHELLA VALLEY CONSERVATION COMMISSION

CITY

CVCC

By: _____
Chris Freeland, City Manager

By: _____
Tom Kirk, Executive Director

ATTESTED BY:

By: _____
Angelica Avila, City Clerk

DRAFT

Coachella Valley Conservation Commission

May 14, 2026



STAFF REPORT

Subject: Support for Wildlife Conservation Board Grant Application – Orocopia Mountains Habitat Enhancement Project

Contact: Arin Sain, Management Analyst II - Conservation (asain@cvaq.org)

Recommendation: Authorize the Executive Director to provide a letter of support to the Wildlife Conservation Board for a grant application led by the Living Desert, inclusive of a commitment of \$100,000 for tortoise monitoring on conservation lands related to restoration of habitat if the grant is secured

Background: CVCC works with a variety of regional partners to implement the Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP), including the Living Desert Zoo and Gardens. The Living Desert staff has recently approached CVCC staff about their plans to submit a grant proposal to the Wildlife Conservation Board, seeking \$3.5 million over a span of six years for “*A Multifaceted Approach to Enhance Desert Habitats Near the Orocopia Mountains in the Chuckwalla National Monument.*” The project proposes to enhance more than 3,000 acres of desert habitat within the Desert Tortoise and Linkage Conservation Area north of the Orocopia Mountains. Planned activities include installation of grade-control structures to improve water retention and sediment capture, dispersal of locally sourced seed, and planting of hardy native species such as beavertail cactus (*Opuntia basilaris*) to enhance forage availability. Together, these actions build on recommendations from previous tortoise surveys in the areas that found populations are under increasing pressures from drought and climate change and have been impacted by little to no forage availability in lower elevations. The project is intended to increase ecosystem productivity and resilience and spots of refugium to better support linkage use.

The Living Desert intends to evaluate project effectiveness through monitoring of sediment and seed capture, plant diversity, and survival of planted species, compared to nearby reference sites. In addition, desert tortoises will be monitored as a key indicator species to assess whether enhanced areas are being used more frequently, reflecting improved habitat conditions.

If the grant is secured, CVCC would commit funds to support monitoring desert tortoise movements and health by authorized desert tortoise biologists employed by the Living Desert. CVCC funds would support staff time, equipment needed to perform tortoise health assessments, and equipment related to GPS tracking attachments on tortoises. These are efforts that are not covered under the grant itself, but compliment the grant-funded work. Field efforts specific to the desert tortoise monitoring aspect of the proposed project will be led by the Living Desert’s Desert Tortoise Field Conservation Lead, Kristy Cummings. CVCC staff will also participate in several days of field work assisting with this effort and is accounted for in the staff time allocated towards the Biological Monitoring Program

The Living Desert is a longstanding CVCC partner, and this project aligns with CVCC's species conservation goals specific to desert tortoise by conserving habitat quality through biological monitoring and improving scientific understanding to inform adaptive management under the CVMSHCP.

CVCC recommends authorizing the Executive Director to issue the letter of support and commit funding for work that compliments the grant activity.

Fiscal Analysis: The recommended action would commit \$100,000 in matching funds for the 2026-27 Fiscal Year, subject to award. Funds will support staff time, travel, equipment, and administrative costs, and has been incorporated into the proposed Management and Monitoring Program budget for Fiscal Year 2026-27, which will come to the CVCC in June. This contribution will leverage state funding for large-scale habitat restoration and monitoring.

The Living Desert's grant application will request \$3.5 million over a span of six years for the project. Should the grant be secured, CVCC staff will be returning to the Commission with a modified Memorandum of Understanding to identify the tasks and solidify the funding commitment. Because the grant is for three funding years, CVCC staff will also be evaluating what additional agreements could be considered in the future.

Attachment: Draft commitment letter to the Wildlife Conservation Board

COACHELLA VALLEY CONSERVATION COMMISSION

74-199 El Paseo Dr, Suite 100, Palm Desert, CA 92260 · (760) 346-1127 www.cvmshcp.org



May 14, 2026

Dr. Jennifer Norris
Executive Director
Wildlife Conservation Board
715 P Street, 17th Floor, Sacramento, CA 95814

Dear Director Norris,

On behalf of the Coachella Valley Conservation Commission (CVCC), I would like to extend our strong support for the proposal to the Wildlife Conservation Board entitled "*A multifaceted approach to enhance desert habitats near the Orocopia Mountains in the Chuckwalla National Monument*" lead by the Living Desert conservation team. This project aims to conduct ecological enhancements of approximately 3,000 acres on conservation lands north of the Orocopia Mountains while monitoring plant community and desert tortoise movement as indicators of project success.

We believe that this project will provide vital information for the management of desert tortoise in the Coachella Valley and will assist with implementation of management goals for the Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP). The Living Desert has been a strong partner in monitoring and managing the CVMSHCP. To assist in implementation of this project, the CVCC will provide \$100,000 in matching funds recommended for approval by CVCC as part of Management and Monitoring funds for fiscal year 2026-2027. This match will help fund staff time and travel, purchasing of field equipment, and administrative costs for desert tortoise monitoring.

We support the efforts to enhance and monitor critical conservation lands and hope the Wildlife Conservation Board will look favorably on this grant application. Please don't hesitate to contact our Director of Conservation, Kathleen Brundige, if you require any additional information (kbrundige@cvag.org).

Sincerely,

Tom Kirk
Executive Director

ITEM 4E

Coachella Valley Conservation Commission

May 14, 2026



STAFF REPORT

Subject: Adjusting Fiscal Year 2025-26 Budget Lines

Contact: Kathleen Brundige, Director of Conservation (kbrundige@cvag.org) and
Claude T. Kilgore, Director of Finance (ckilgore@cvag.org)

Recommendation: Authorize the Executive Director to adjust budget lines in the 2025-26 budget, reducing CVCC directly-paid program expenses by \$20,000 and increasing the Coachella Valley Association of Governments (CVAG) administrative reimbursement by \$20,000

Background: CVCC has an agreement with the Coachella Valley Association of Governments (CVAG) to cover its staffing and administrative overhead. When CVCC adopted its Fiscal Year 2025-26 budget in June 2025, certain operating expenditures were identified as being paid directly by CVCC. However, during the fiscal year, CVAG has implemented a number of changes to its financial systems and internal operations. During this time, it became apparent that processing some of these expenditures through CVAG would save staff time and reduce administrative burden. For example, managing utilities at the newly acquired North Shore Ranch proved challenging and late fees were occasionally incurred due to payment processing delays. As a result, CVAG staff determined that the most efficient method to handle utility charges was to process them directly via the CVAG staff procurement card, and then charge CVCC for the expenses. Additionally, while some travel and training costs were initially budgeted under CVCC, these expenditures will instead be reimbursed to CVAG employees supporting CVCC operations.

Staff is recommending a shift of \$20,000 from CVCC's directly paid budget lines to the administrative reimbursement line. These changes result in no net impact on the total budget. The administrative staffing agreement between CVAG and CVCC stipulates that reimbursement to CVAG is capped at the budgeted amount specified in CVAG's budget; amending these line items ensures compliance with contractual requirements. A similar amendment will be presented to the CVAG Executive Committee in order to adjust the CVAG 2025-26 Budget.

Fiscal Analysis: The net effect is \$0 to the CVCC and reallocates \$20,000 of direct costs to be borne through the staffing agreement with CVAG.

Specifically, these adjustments would decrease the "Employee Travel or Training" line item by \$10,000 to \$10,500, and reduce the "Land Management Costs" line item by \$10,000 to \$1,176,630. The "CVAG Admin Reimbursement" line item would correspondingly increase by \$20,000, to a total of \$1,712,586.

ITEM 5A

Coachella Valley Conservation Commission

May 14, 2026



STAFF REPORT

Subject: Acquisition of one parcel in the Willow Hole Conservation Area

Contact: Diana Rosas, Coachella Valley Mountains Conservancy (drosas@cvmc.ca.gov)

Recommendation: Approve Resolution 2026-05 for acquisition of one parcel consisting of approximately 5.0+/- acres in the Willow Hole Conservation Area at a cost not to exceed \$40,000 plus closing and transaction related costs not to exceed \$1,500; and authorize the Executive Director to execute all necessary contracts and take such other actions as necessary for the acquisition

Background: The Willow Hole Conservation Area is one of 21 conservation areas of the Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP or Plan), containing a total of approximately 5,600 acres; with conservation objectives that include conserving a total of 4,920 acres of contiguous habitat, wildlife linkages, and biological corridors. To date, 2,721 acres have been conserved in this Conservation Area. The Willow Hole Conservation Area is an important sand transport corridor for the original Coachella Valley Fringe-toed Lizard Preserve (subsumed by the CVMSHCP upon the latter's implementation). It also serves as a wildlife movement corridor and is a critical blow sand source that is vital to the Coachella Valley fringe-toed lizard's long-term viability. For those reasons, CVCC identified the Willow Hole Conservation Area as a high priority in 2008 and has since actively pursued acquisitions in this area.

In August 2025, the Coachella Valley Mountains Conservancy (CVMC), acting as CVCC's acquisition manager, was contacted regarding a potential sale of one parcel for conservation. A Preliminary Title Report was pulled for the property to confirm clear title and that no deeds of trust or liens were recorded against the property. A physical inspection of the property was conducted and determined that the property contained no dumping.

An appraisal report was completed in March 2026 to determine fair market value of the target property, and a contingent offer was presented to the owner. The property owner accepted the contingent offer and executed an Agreement for Purchase and Sale of Real Estate with CVCC for the following parcel:

- 1) APN 660-310-016 consisting of approximately 5.0+/- acres, for a purchase price of \$40,000 (or \$8,000 per acre), plus closing and transaction related costs totaling approximately \$1,500.

The purchase price for the parcel is consistent with other recent conservation purchases in the area. The parcel is located north of the Interstate 10 in the City of Desert Hot Springs and is only accessible via a short off-road section.

The property is within a sand transport and wildlife corridor and contains habitat for LeConte's thrasher, round-tailed ground squirrel, and Palm Springs pocket mouse. The parcel also contains the natural communities of the Sonoran mixed woody and succulent scrub. Furthermore, the parcel

contains cultural resources as well as significant scenic attributes that could facilitate future recreational options consistent with the CVMSHCP.

The purchase agreement is contingent upon: (1) approval by CVCC; (2) sellers' ability to provide CVCC an owner's policy of title insurance subject only to such exceptions as may be accepted in writing by CVCC; and (3) a site inspection demonstrating that there are no hazardous materials or hazardous conditions on the property, which CVMC staff have already cleared.

Staff recommend approval of Resolution 2026-05 and authorize the purchase of the parcel 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 the acquisition is \$40,000, with closing costs not to exceed \$1,500. Funding for this purchase is available in CVCC's acquisition budget for the current fiscal year.

Attachments:

1. Resolution 2026-05
2. Property location map

Resolution No: 2026-05

A RESOLUTION OF THE
COACHELLA VALLEY CONSERVATION COMMISSION
AUTHORIZING ACQUISITION OF
APN 660-310-016

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 660-310-016 consisting of approximately 5.0+/- acres, as further described in Exhibit A (the “Property”), is within the Willow Hole Conservation Area 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 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 available acquisition funds at the appraised fair market value of \$40,000, plus closing and transaction related costs estimated not to exceed \$1,500; 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 on this 14th day of May 2026.

APPROVED:

Gary Gardner
Chair

Tom Kirk
Executive Director

Exhibit A

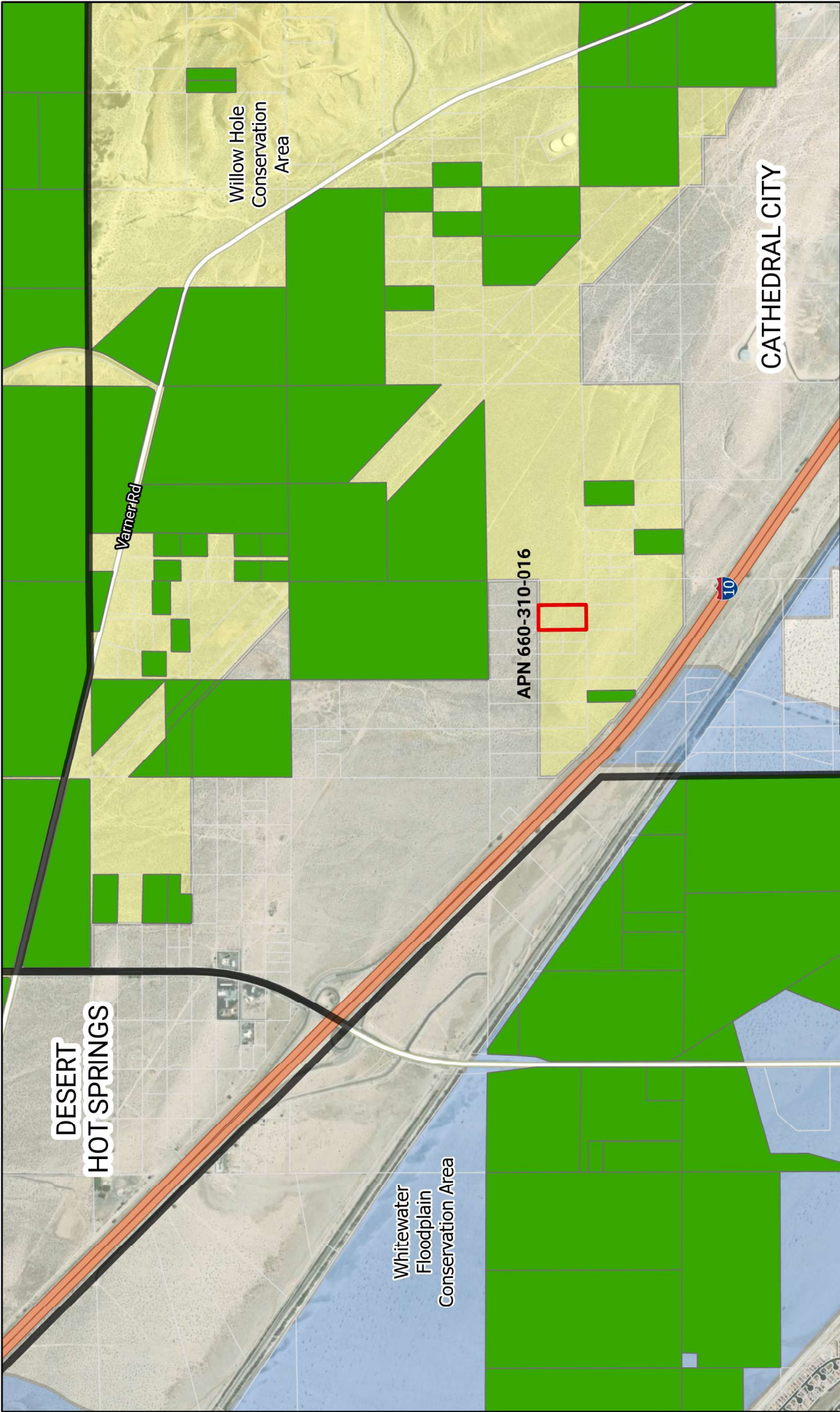
Legal Description of Real Property to be Acquired

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

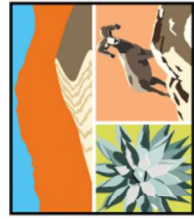
The West 1/2 of the Southeast 1/4 of the Northeast 1/4 of the Northwest 1/4 (government lot 15) of Section 32, Township 3 South, Range 5 East, San Bernardino base and meridian, in the City of Cathedral City, County of Riverside, State of California.

Excepting therefrom, to the United States all oil, gas and other mineral deposits in the land so patented, together with the right to prospect for, mine and remove the same, according to the provisions of said act of June 1, 1938, recorded June 12, 1959, as instrument no. 1959-51343 of official records.

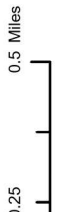
APN: 660-310-016



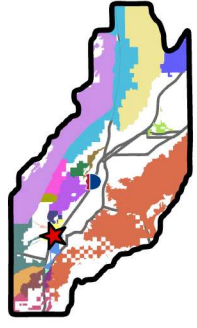
Proposed Acquisition in Willow Hole



- Parcel
- Conserved Since 1996
- City Boundaries



NAD 1983 UTM Zone 11N



DESERT
HOT SPRINGS

Whitewater
Floodplain
Conservation Area

Willow Hole
Conservation
Area

CATHEDRAL CITY

PALM
SPRINGS

APN 660-310-016

Vanner Rd

N Gene Autry Tr



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. CVCC makes no warranty or guarantee as to the content. This 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. All use of this product with respect to accuracy and precision shall be the sole responsibility of the user. CVAG, 2026. Sources: CVCC, Riverside County GIS, US Census Bureau, Esri

ITEM 5B

Coachella Valley Conservation Commission

May 14, 2026



STAFF REPORT

Subject: Acquisition of one parcel in the Indio Hills/Joshua Tree National Park Linkage Conservation Area

Contact: Diana Rosas, Coachella Valley Mountains Conservancy (drosas@cvmc.ca.gov)

Recommendation: Approve Resolution 2026-06 for acquisition of one parcel consisting of approximately 10.0 acres in the Indio Hills/ Joshua Tree National Park Linkage Conservation Area at a cost not to exceed \$70,000, plus closing and transaction related costs not to exceed \$2,500; and authorize the Executive Director to execute all necessary contracts and take such other actions as necessary for the acquisition

Background: The Indio Hills/ Joshua Tree National Park Linkage Conservation Area (IH/JTNPL) is one of 21 Conservation Areas under the Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP), containing a total of approximately 13,410 acres. CVCC has long pursued property in the IH/JTNPL due to the area's critical habitat for the federally designated desert tortoise and other conserved habitat for species such as the Coachella Valley milkvetch, Mecca aster, Le Conte's thrasher, Coachella Valley round-tailed ground squirrel, and Palm Springs pocket mouse. The IH/JTNPL provides a biological corridor between the Indio Hills and Little San Bernardino Mountains and beyond into Joshua Tree National Park. This area is also linked to the Desert Tortoise and Linkage Conservation Area to the east and provides genetic connectivity with desert tortoise populations in that area.

Additionally, the IH/JTNP functions as a sand source and fluvial sand transport area for the original Coachella Valley Fringe Toed Lizard Preserve (subsumed into the CVMSHCP upon the latter's implementation). This area is also part of the groundwater basin that provides water to the oases on the Preserve. The linkage between the Indio Hills and Joshua Tree National Park also contributes to biological diversity and climate resilience.

The conservation objectives for the IH/JTNPL include conserving a total of 10,530 acres of contiguous habitat, wildlife linkages, and biological corridors. To date, 1,720 acres have been conserved in this Conservation Area.

In January 2026, the Coachella Valley Mountains Conservancy (CVMC), acting as CVCC's acquisition manager, was contacted regarding a potential sale of one parcel for conservation. A Preliminary Title Report was pulled for the property to confirm clear title and that no deeds of trusts or liens were recorded against the property. A physical inspection of the property determined that the property contained no dumping.

An appraisal report was completed on April 9, 2026, and the fair market value of the property was determined. The owner of the property accepted the contingent offer and executed an Agreement for the Purchase and Sale of Real Estate with CVCC for APN 647-200-010, consisting of

approximately 10.0+/-acres, for a purchase price of \$70,000 (or \$7,000 per acre), plus closing and transaction related costs not to exceed \$2,500.

The purchase price for the parcel is consistent with other conservation purchases in the area. The property is located approximately 1,000 feet from Dillon Road, with no established roadway to the subject parcel.

The purchase agreement is contingent upon: (1) approval by CVCC; (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; and (3) a site inspection demonstrating that there are no hazardous materials or hazardous conditions on the property, which CVMC staff has already cleared.

Staff recommend approval of Resolution 2026-06 and authorize the purchase of the parcel for use as part of the Plan Reserve System with recreational options, consistent with habitat values in perpetuity to advance the Plan's goals and objectives.

Fiscal Analysis: The cost of the purchase is \$70,000, with closing costs not to exceed \$2,500. Funding for this purchase is available in CVCC's acquisition budget for the current fiscal year.

Attachments:

1. Resolution 2026-06
2. Property location map

Resolution No: 2026-06

A RESOLUTION OF THE
COACHELLA VALLEY CONSERVATION COMMISSION
AUTHORIZING ACQUISITION OF
APN 647-200-010

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 647-200-010, consisting of 10.0 +/- acres as described in Exhibit A (the Property), is within the Indio Hills/Joshua Tree National Park Linkage Conservation Area of the Plan, containing biological resources, such as important plant or wildlife habitat, hydrologic features and cultural resources; and

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

WHEREAS, acquisition of the Property would protect the long-term functionality for the protection of the desert tortoise and other protected species and advance the goals and objectives of the Plan;

NOW, THEREFORE, be it resolved that the Commission approves the purchase of the Property using the Land Acquisition Fund at a total purchase price of \$70,000, plus closing and transaction related costs estimated not to exceed \$2,500; 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 14th day of May 2026.

APPROVED:

Gary Gardner
Chair

Tom Kirk
Executive Director

Exhibit A

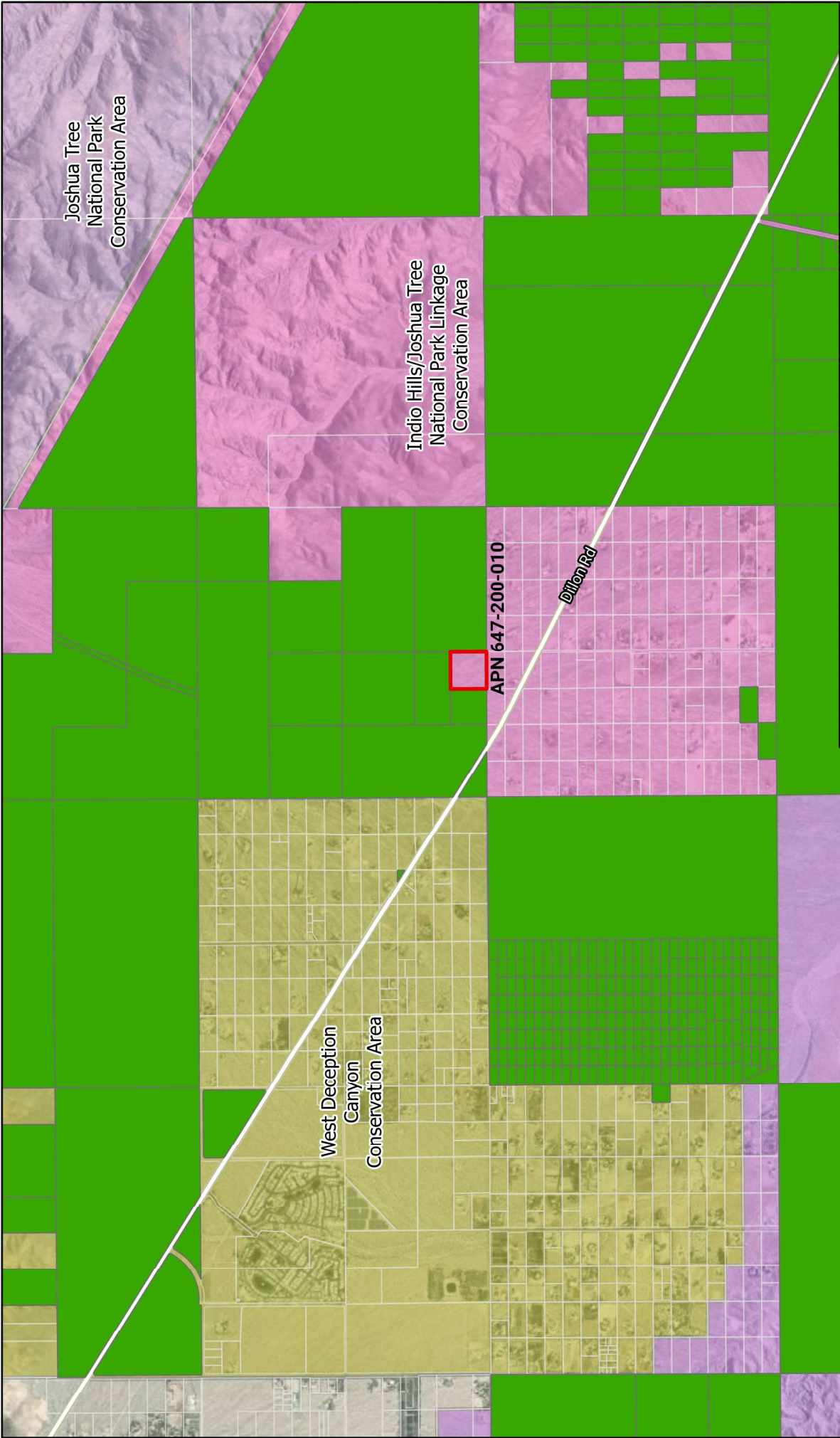
Description of Real Property to be Acquired

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

The Southeast quarter (SE1/4) of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section 23, Township 3, South Range 6 East, San Bernardino Base and Meridian;

Together with an easement for roadway and utility purposes over the West and South 30 feet of the Southwest quarter (SW1/4) of the Southeast Quarter (SE1/4) of the Southwest quarter (SW1/4) of said Section 23.

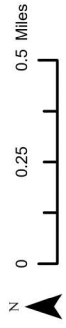
APN: 647-200-010



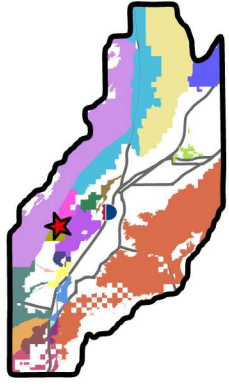
Proposed Acquisitions in Indio Hills/Joshua Tree National Park Linkage



- Parcel
- Conserved Since 1996
- City Boundaries



NAD 1983 UTM Zone 11N



Disclaimer: Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surviving or engineering standards. CVCC makes no warranty or guarantee as to the content. This source is often fine party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. All use of this product with respect to accuracy and precision shall be the sole responsibility of the user. CVAG, 2025. Sources: CVCC, Riverside County GIS, US Census Bureau, Esri

ITEM 5C

Coachella Valley Conservation Commission

May 14, 2026



STAFF REPORT

Subject: State Route 62 Wildlife Crossings Planning Project

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

Recommendation: Authorize the Executive Director to enter into a Cooperative Agreement with Mojave Desert Land Trust to coordinate efforts on the State Route 62 Wildlife Crossings Planning Grant project, and to execute any necessary documents with Caltrans and other agencies that may be needed to implement CVCC's duties under the Cooperative Agreement

Background: Mojave Desert Land Trust (MDLT) is a Joshua Tree-based non-profit organization that conducts a range of conservation efforts across the California desert, including the enhancement of landscape-scale wildlife connectivity in the region. As announced at the CVCC's April meeting, MDLT has secured a \$5.5 million grant from the State of California's Wildlife Conservation Board (WCB) to conduct planning and design work on two wildlife crossings across State Route 62: one across the "Morongo Grade" between the City of Desert Hot Springs and the unincorporated community of Morongo Valley, and the other across the "Yucca Grade" between Morongo Valley and Town of Yucca Valley. Previous work by the California Department of Transportation (Caltrans) has identified both of these segments as creating a complete barrier effect for wildlife trying to cross between the San Bernardino Mountains to the west and the Little San Bernardino Mountains to the east.

The Morongo Grade segment is located within the Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP) boundary, and bisects the Upper Mission Creek/Big Morongo Canyon Conservation Area (UMCBMC). While biological connectivity through this segment is not an explicit conservation objective of the CVMSHCP, an eventual overcrossing would complement the conservation goals of the CVMSHCP. As such, CVCC staff have indicated their interest in collaborating with MDLT on the design and permitting of the Morongo Grade structure, including committing an in-kind contribution of \$50,000 as part of the grant application.

Now that the grant is secured, CVCC staff is recommending the Executive Director be authorized to finalize the partnership with MDLT in order to coordinate efforts on the State Route 62 Wildlife Crossings Planning Grant project. Geary Hund, MDLT Board Secretary and project manager, will present an overview of the project.

MDLT's wildlife crossing project will take place over three years. The project is focused on two sections of SR 62 where multiple wildlife deaths have been documented, including bighorn sheep, mountain lions, black bears and deer. Because the work will involve improvements to a State Highway System facility, MDLT's grant-funded activities will require significant coordination with Caltrans in the development of a Project Initiation Document (PID); Project Approval and Environmental Document (PA&ED); and Plans, Specifications, and Estimate document (PSE). This coordination is generally formalized through a cooperative agreement with Caltrans; however, such cooperative agreements can only be entered into by Caltrans and another public entity. MDLT has therefore requested CVCC serve as the local agency partner for entering into these Caltrans cooperative agreements regarding the preparation of the above planning

documents. MDLT and their consultant would bear the primary responsibility of document creation, revision, and finalization, with CVCC providing content review and serving as an intermediary in submitting documents to Caltrans. CVCC's work is focused on the Morongo Grade only as MDLT is coordinating with the Mojave Desert Resource Conservation District to perform similar services for the Yucca Grade Structure.

Environmental certification pursuant to the California Environmental Quality Act (CEQA) and National Environmental Planning Act (NEPA) will be required to complete the PA&ED documentation. It is anticipated that both structures will qualify for exemptions under CEQA and NEPA. Caltrans will necessarily serve as the lead agency under NEPA, and may choose to serve as the lead agency under CEQA as well. In the event they do not, CVCC would step in to serve as the CEQA lead agency, and any environmental documents would be brought before CVCC for consideration. MDLT has secured grant funding to cover CVCC's expected costs in administrative review fees and any staff time in exceedance of CVCC's in-kind contribution.

CVCC staff and MDLT staff have developed a Cooperative Agreement outlining each entity's responsibilities in performing the tasks contemplated by WCB's grant award, which runs through February 2029. This Cooperative agreement includes CVCC's anticipated scope of work, reimbursement procedures, and terms to request additional funding. The Cooperative Agreement has been reviewed and approved as to form by CVCC's general counsel.

Fiscal Analysis: CVCC will provide \$50,000 in in-kind contributions over the three-year term of the project. MDLT has further secured an additional \$72,000 to cover direct expenses incurred by CVCC in the performance of its duties, including any document filing fees and legal review fees.

Attachments:

1. MDLT news release on grant award, February 2026
2. Draft MDLT Cooperative Agreement

Sign up for our email newsletter to join the global community protecting the California desert. ×



[ABOUT US](#) [WHAT WE DO](#) [GET INVOLVED](#) [DONATE](#) [EVENTS](#) [SHOP](#)

Desert wildlife crossings take shape with \$5.5m injection from state

RELEASE

For immediate release

February 26, 2026

Desert wildlife crossings take shape with \$5.5m injection from state

MORONGO VALLEY, CA—The planning process for two wildlife crossings will begin in the California desert thanks to a \$5.5m state-funded grant announced on Thursday. The crossings over State Route 62 will benefit local residents by reducing wildlife-vehicle collisions and will provide safe passage for numerous wildlife species including two threatened mountain lion populations.

The two overpasses were designed for critical points at the [Morongo and Yucca grades on SR-62](#) where multiple wildlife deaths have been documented, including mountain lion, black bear, deer, and bighorn sheep.

The project is led by the Mojave Desert Land Trust, which protects land on either side of the busy highway in a strategic wildlife corridor that connects Joshua Tree National Park to Sand to Snow National Monument, San Gorgonio Wilderness, and San Bernardino National Forest. The area is part of a system of interconnected protected landscapes stretching from Mexico to Canada.

Sign up for our email newsletter to join the global community protecting the California desert. ×

Caltrans will be the transportation agency, and the Coachella Valley Conservation Commission and the Mojave Desert Resource Conservation District will serve as local agency partners.



The funding will bring two proposed crossing projects to 65% design completion, setting the implementation. The three-year grant will include the technical studies and engineering to design the crossing structures, the development of plans to encourage their use by wildlife, and the required environmental review. Stakeholder involvement and public information will also be important components of the project.

Once the planning phase is completed, MDLT and their partners will work to secure funding for the implementation and construction phase.

“The Wildlife Conservation Board is proud to partner with the Mojave Desert Land Trust to improve wildlife connectivity across State Route 62,” said Jennifer Norris, Executive Director, Wildlife Conservation Board. “Developing plans for these crossings is a critical step toward reconnecting habitat between the San Bernardino and Little San Bernardino mountains and supporting the long-term health of the region’s wildlife.”

The future fate of two imperiled mountain lion populations may hinge on the wildlife crossings. The Eastern Peninsular Range and San Gabriel-San Bernardino Mountains lions are two genetically isolated populations that meet in the vicinity of SR-62. Their numbers are now so low that they risk extinction if they cannot remain connected to other populations. Both populations are part of a group of lions that was listed in California on February 12 as a Threatened Evolutionarily Significant Unit under the California Endangered Species Act.

“Desert communities exist at the intersection of people, wildlife, and wide-open landscapes. The proposed wildlife crossings would re-establish the natural movement of animals across the land, reducing dangerous wildlife-vehicle collisions, and strengthening the health of the ecosystems that sustain us,” said Kelly Herbinson, Executive Director, Mojave Desert Land Trust. “Thanks to the support of the Wildlife Conservation Board and our partners, we can invest in solutions that not just protect wildlife but support safer roads and more resilient communities that exist within, not apart from, nature.”

Sign up for our email newsletter to join the global community protecting the California desert. ✕



Benefiting people and wildlife

SR-62 runs from Coachella Valley to the Arizona border. Drivers are already three times as likely to die on the highway compared to the average California road. Over the last decade, traffic has increased alongside population growth in the Morongo Basin and a three-fold increase in visitation to Joshua Tree National Park.

According to Pew Research, wildlife-vehicle collisions kill or injure tens of thousands of people nationally each year and millions of animals are killed. Wildlife crossings have shown that directing megafauna away from roads reduces the danger posed to people. In some instances, crossings have reduced wildlife-vehicle collisions by up to 90%.

Between October 23, 2019, and November 24, 2020, the carcasses of 12 mammal and two reptile species were observed at two locations along this stretch of SR-62. These included mule deer,

Sign up for our email newsletter to join the global community protecting the California desert. ✕

The new state-protected status of the two mountain lion populations found in this region creates greater urgency for the crossings. The loss of mountain lions could trigger a trophic cascade, a

where the removal of a top predator causes increases in prey populations, leading to changes in ecosystem structure. For example, in Yellowstone National Park, the removal of

led in intense overgrazing by elk, leading to riverbank erosion and the loss of beavers. In the last 20 years, Joshua Tree National Park has documented lion activity in numerous locations, with the most frequent being in the vicinity of the proposed wildlife crossings.



[EVENTS](#) [SHOP](#)



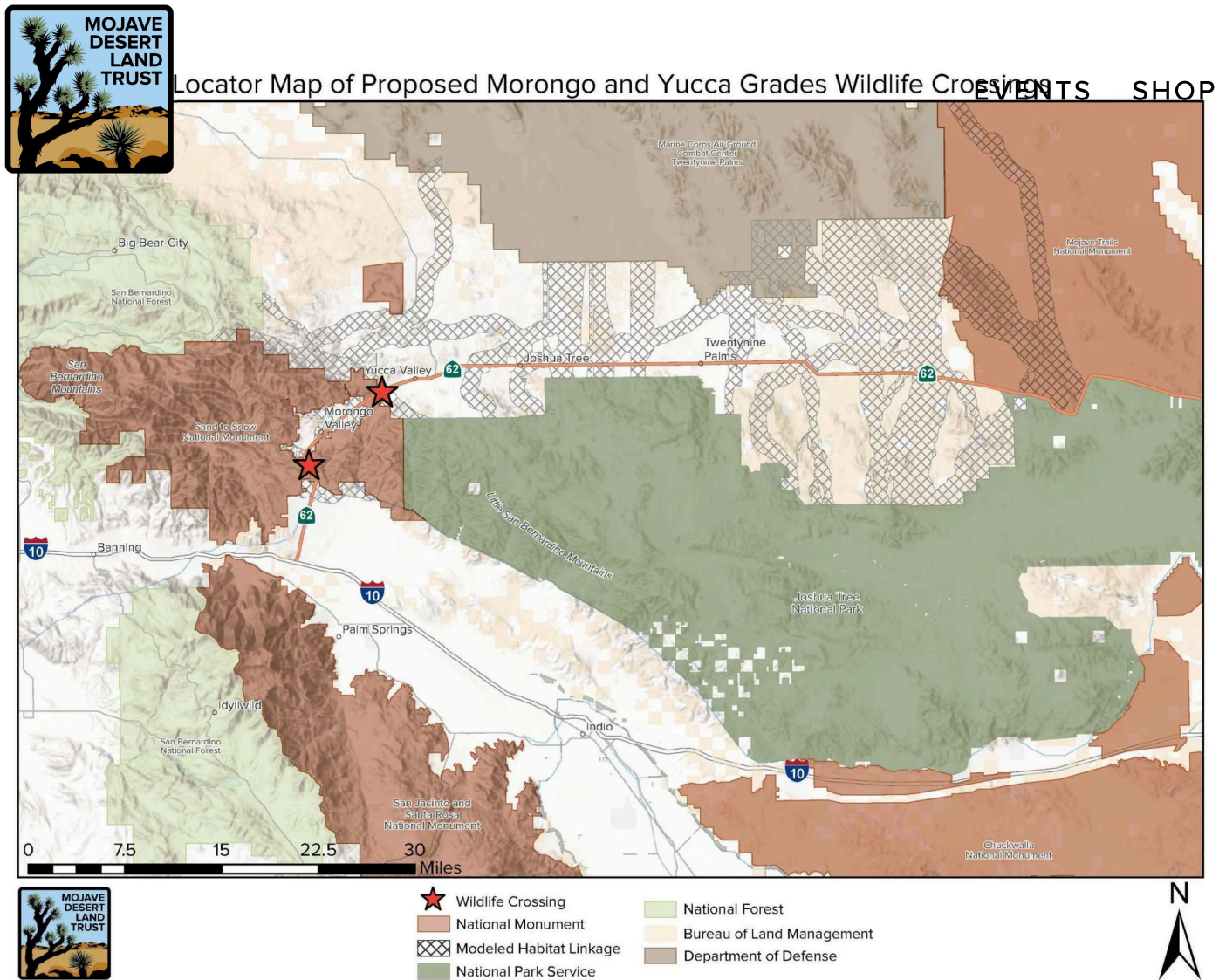
Mountain lions shown on camera traps in 2023 within Joshua Tree National Park. Image courtesy of Joshua Tree National Park

“Large carnivores are among the most vulnerable to the effects of habitat fragmentation. Isolated populations lead to loss of genetic diversity and unhealthy groups that are unable to adapt to change over time,” said Geary Hund, Wildlife Crossing Project Manager, Mojave Desert Land Trust.

“We are already close to losing two majestic mountain lion populations that meet in the vicinity of the highway. There is evidence of lions coming up to the edge of SR-62 but not crossing or

Sign up for our email newsletter to join the global community protecting the California desert. ✕

Wildlife crossings will significantly contribute to the conservation of lion populations and help restore connectivity between the two mountain ranges.”



Connecting two mountain ranges

Before SR-62 was built, there was seamless 95-mile-long habitat connectivity between the San Bernardino and Little San Bernardino mountain ranges, extending from the I-10 south of Joshua Tree National Park to the I-15 near the Cajon Pass.

Landscape connectivity is increasingly important because of climate change and habitat fragmentation from roads and development. The Morongo Grade and Yucca Grade overpasses will provide for climate change resilience by enabling flora and fauna to move up in elevation to cooler,

Sign up for our email newsletter to join the global community protecting the California desert. ×

Over the last 20 years, the Mojave Desert Land Trust's conservation work has helped bolster habitat and biodiversity on both sides of the highway, protecting key parcels of land. Restoring



cross SR-62 will be critical in promoting genetic diversity in a number of wildlife

which in turn boosts the health of populations and their ability to adapt to environmental **EVENTS SHOP**

A 2021 Morongo Pass Wildlife Connectivity Study by Dudek and the UC Davis Road Ecology Center recommended the construction of two SR-62 overpasses at the Morongo Grade and the Yucca Grade where a safety barrier hinders wildlife movement. Although important habitat linkages are located at these sections of the highway, there are no dedicated wildlife crossing structures.

Removing barriers to movement

The proposed crossings will have an earthen base and be vegetated with native plants found in the adjacent natural areas. Their gentle slopes will blend into the natural terrain, making them appear like natural habitat, which encourages wildlife to cross. Directional wildlife fencing will be placed on each side of the highway as well as measures to address light and noise from the highway.

The California Department of Fish and Wildlife has identified this stretch of SR-62 as a priority for removing barriers to wildlife movement. Increasing traffic volumes and the addition of driver safety features such as a 56" high concrete median barrier have significantly impeded wildlife.

"The Mojave Desert Resource Conservation District recognizes that healthy communities depend on healthy landscapes. State Route 62 presents both a transportation necessity and a significant barrier to wildlife movement. These proposed crossings represent an important step toward reducing wildlife-vehicle collisions, restoring habitat connectivity, and building long-term climate resilience in the Morongo Basin," said Allie Anderson, District Manager, Mojave Desert Resource Conservation District. "This project demonstrates what is possible when state agencies, conservation organizations, and local partners come together with a shared vision. We are proud to partner with the Mojave Desert Land Trust, Wildlife Conservation Board, Caltrans, and the Coachella Valley Conservation Commission to advance thoughtful, science-based solutions that benefit both people and wildlife across our region. Strategic partnerships like this are essential to addressing complex conservation challenges in the Mojave Desert."

Sign up for our email newsletter to join the global community protecting the California desert. ×

crossings along State Route 62,” said Gary Gardner, Chair of the CVCC. “This investment represents a major step toward restoring safe, natural movement for species that define our desert



especially the two threatened mountain lion populations whose future depends on these crossings will not only protect wildlife but also make SR-62 safer for the visitors who rely on it every day. This is a powerful example of what agencies can accomplish when we work together to build a more resilient and ecologically connected Coachella Valley."

Around 40 elected officials, businesses, institutions, and individuals sent letters of support for the crossings, including U.S. Fish and Wildlife Service, Congressman Raul Ruiz, Assemblymember Greg Wallis, Native American Land Conservancy, Marine Corps Ground Air Combat Center in 29 Palms, Morongo Valley Community Services District, Backcountry Hunters and Anglers, and Joshua Tree Realty.

With these crossings, the Mojave Desert Land Trust aims to champion a new statewide initiative to prioritize habitat connectivity. Under the 2024 Room to Roam Act, cities and counties must identify wildlife connectivity in land use plans and promote safe passage across fragmented habitat. This legislation complements the 2022 Safe Roads and Wildlife Protection Act which requires state agencies to remediate barriers to wildlife movement and prioritize crossings in transportation projects.

For photos, maps, video and on-site interviews, please contact:

Mojave Desert Land Trust

Jessica Dacey, Director of Communications and Public Engagement

Phone: 760-366-5440 ext 239. Email: jessica@mdl.org

wildlife crossing - california - highway - mountain lion

**COOPERATIVE AGREEMENT BETWEEN
MOJAVE DESERT LAND TRUST AND COACHELLA VALLEY
CONSERVATION COMMISSION
FOR STATE ROUTE 62 WILDLIFE CROSSINGS PROJECT**

This COOPERATIVE AGREEMENT (“**Agreement**”) dated _____ is made and entered into by and between the CALIFORNIA DESERT LAND CONSERVANCY DBA MOJAVE DESERT LAND TRUST (“**MDLT**”), a California non-profit public benefit corporation and COACHELLA VALLEY CONSERVATION COMMISSION (“**CVCC**”), a public agency organized as a Joint Powers Authority under California law. Hereinafter, MDLT and CVCC and may be individually referred to as a “**Party**” or collectively as the “**Parties**.”

RECITALS

- A. **WHEREAS**, MDLT is pursuing a project to environmentally clear, design, and construct up to two (2) wildlife crossing structures on State Route 62 (“**SR-62**”), along with associated wildlife exclusionary fencing, jump outs, habitat creation and restoration, and other supporting features, in unincorporated Riverside and San Bernardino Counties (“**Project**”); and
- B. **WHEREAS**, MDLT has secured to date grant funding totaling approximately \$5.5 million for Project development and design work for wildlife overcrossings on the Morongo Grade and Yucca Grade sections of SR-62; and
- C. **WHEREAS**, the Project will require formal coordination with the California Department of Transportation (Caltrans) to develop a Project Initiation Document (“**PID**”), Project Approval and Environmental Document (“**PA&ED**”), and a portion of the Plans, Specifications, and Estimate (“**PS&E**”) document (up to 65% design); and
- D. **WHEREAS**, the Project will enhance the performance of the Coachella Valley Multiple Species Habitat Conservation Plan (“**CVMSHCP**”) by providing connectivity for species covered under the CVMSHCP; and
- E. **WHEREAS**, CVCC wishes to partner with MDLT on the implementation of the Project, including the commitment of up to \$50,000 in in-kind contributions, in serving as the necessary local public agency entering into cooperative agreements with Caltrans for those portions of the Project taking place in Riverside County, and in acting as lead agency for the purposes of environmental review under the California Environmental Quality Act (“**CEQA**”) also for those portions of the Project taking place in Riverside County; and
- F. **WHEREAS**, the Parties wish to specify via this Agreement the terms and conditions and their respective obligations in regard to the performance and funding of the PID, PA&ED and PS&E Phases of the Project.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

AGREEMENT

1. **PID, PA&ED and PS&E Phases**. This Agreement will govern the PID, PA&ED, and PS&E

Phases of the Project as agreed to by the Parties. Subsequent activities and phases of the Project, including any right-of-way acquisition and the construction phase, will be governed by future cooperative agreements and/or amendments to this Agreement; provided, however, that neither CVCC nor MDLT are committing through this Agreement to any future activities or phases of the Project other than those expressly addressed herein.

2. **CVCC Scope of Work.** CVCC activities undertaken pursuant to this Agreement (“**CVCC Scope of Work**”) will include:
 - i. On behalf of, and with support from, MDLT and the lead consultant, negotiate and enter into any cooperative agreements with Caltrans for those portions of the Project within Riverside County.
 - ii. Review and comment on draft documents prepared by MDLT and its consultants and submit completed drafts for those portions of the Project within Riverside County to Caltrans for their review and approval. On behalf of, and with support from, the consultants and MDLT, finalize the Riverside County Project component documents with Caltrans through an iterative process.
 - iii. On behalf of, and with support from MDLT and the engineering and environmental consultants, obtain necessary Caltrans permits and approvals. CVCC is not the responsible party for obtaining any additional permits, including but not limited to any necessary 401/404/1600 permits, which remain the sole responsibility of MDLT.
 - iv. Participate in Project management meetings with MDLT, including coordinating on major decisions that might impact schedule, cost or other material aspects of the Project.

It is understood by the Parties that any and all document creation, revision, and finalization is the responsibility of MDLT, with CVCC serving as an intermediary for the execution of any agreements with Caltrans.

3. **MDLT Scope of Work.** MDLT serves as the primary Project proponent, and its activities undertaken pursuant to this Agreement will include, but not be limited to, supervision and management of the preliminary engineering and environmental activities necessary to complete the PID, PA&ED and PS&E Phases so that the Project is ready to move forward to construction (“**MDLT Scope of Work**”). A detailed MDLT Scope of Work is included in Exhibit A, attached hereto and incorporated herein by reference.
4. **The Parties’ Role in the PID, PA&ED and PS&E Phases.** MDLT’s role in the Project is as primary Project proponent, and to provide project management and to serve as a subject matter expert with respect to wildlife connectivity. MDLT will provide its project manager, staff and consultants to lead the PID, PA&ED, and PS&E phases, including the completion of necessary studies and the preparation and revision of draft submittals to Caltrans. It will coordinate with CVCC and provide necessary and appropriate coordination with all MDLT departments. MDLT will administer the grant funds and hire the consultants necessary to complete the Project. MDLT will provide timely reviews, comments, and revisions on Project documents.

CVCC will provide staff as identified in Exhibit A-1 to participate in the PID, PA&ED, and PS&E phases of the Project, will facilitate coordination with Caltrans, including entering into any

cooperative agreements with Caltrans and submitting to Caltrans on behalf of MDLT all Project documents generated during the planning process. CVCC may also serve as a lead agency under CEQA for the Morongo Grade crossing unless it is agreed that Caltrans will assume that role.

5. **MDLT's Financial Contribution.** MDLT will contribute up to \$72,000 of grant funds identified in Exhibit B, attached hereto and incorporated herein by reference ("**Grant Funding**") to expenses incurred through CVCC's performance on the CVCC Scope of Work as described in Section 2 ("**MDLT's Contribution**"). MDLT's Contribution does not include any amount other than the \$72,000 of Grant Funding, except to the extent approved by MDLT in its sole discretion.
6. **CVCC's In-kind Contribution.** CVCC has agreed to contribute a \$50,000 in-kind contribution toward their commitments under this agreement. CVCC's contribution does not include any amount other than the \$50,000 of in-kind funding, except to the extent approved by CVCC at its sole discretion.
7. **Use of MDLT's Contribution.** The Parties will use MDLT's Contribution only for Allowable Costs (as defined below).

For any Allowable Costs incurred pursuant to this Agreement, CVCC will invoice MDLT on a quarterly basis. All CVCC invoices must contain sufficient information to determine whether the amount deemed due and payable is accurate, including, without limitation, a brief description of services performed, the date services were performed, the number of hours spent and by whom, a brief description of any costs incurred and a CVCC representative's signature.

The Parties' respective performance of the Agreement will be consistent with the applicable Grant Funding agreement requirements listed in Exhibit B, which may be amended to include additional requirements upon mutual agreement of the parties as MDLT secures additional Grant Funding. The Parties acknowledge that they have reviewed and are familiar with the requirements contained in the Grant Funding agreement and that the terms and conditions of the Grant Funding are incorporated into this Agreement as if fully set forth herein. To the extent there is any conflict between this Agreement and the Grant Funding requirements, the Grant Funding requirements shall control.

8. **Costs.**

- (a) **Allowable Costs.** For purposes of this Agreement, "**Allowable Costs**" means the actual, direct costs and expenses to perform tasks and activities contained in the CVCC Scope of Work, provided such costs and expenses are directly related to and reasonably necessary for a Party's performance of their obligations under this Agreement. Subject to other requirements in this Agreement, Allowable Costs shall include CVCC's costs to perform the CVCC Scope of Work.
- (b) **Project Cost Updates.** MDLT will manage the PID, PA&ED and PS&E Phase work to control costs and provide timely Project deliverables. CVCC will monitor its Project expenditures to ensure that MDLT's Contribution is used only for Allowable Costs.
- (c) **Additional Funds.** MDLT will not be obligated to provide any funding greater than MDLT's Contribution, and CVCC will not perform any work for which there are no funds or in-kind contributions allocated and will cease work before MDLT's

Contribution is fully depleted. If CVCC determines that any amounts exceeding MDLT's Contribution and its in-kind contribution will be required to complete the Scope of Work, CVCC will so notify MDLT no less than ninety (90) calendar days before such costs are expected to be incurred in order to allow CVCC and MDLT time to negotiate and present an amendment increasing such reimbursement to the MDLT Board of Directors for consideration, if necessary. With the notice, CVCC will provide MDLT with a summary of the reasons for the need for additional funds as well as a projection of how much additional funding it is requesting. The provision of additional funds will be at MDLT's discretion subject to their availability. If MDLT provisionally agrees to provide additional funds, the Parties will thereafter negotiate in good faith to amend this Agreement to provide such additional funds as are necessary to complete the Scope of Work, including, without limitation, applying for and assisting one another with securing additional funds.

- 9. Term of Agreement.** This Agreement will become effective upon full execution and will remain in effect through the earlier of (i) **February 28, 2029**, or (ii) completion of the Project. If the PID, PA&ED and PS&E Phases of the Project are delayed beyond February 28, 2029, or cancelled completely, either Party may terminate this Agreement, which can be accomplished by either Party giving 30-days written notice of such termination to the other Party

In addition, if any of the Grant Funding becomes unavailable, MDLT may either pause work under or terminate this Agreement by providing written notice to CVCC. CVCC shall make best efforts to pause or cease work under the Agreement as soon as possible, but in all cases shall cease work within 14 business days. In the case of a pause, MDLT shall either notify CVCC of reinstatement of the Agreement or of termination of the Agreement within 90 days of the original notice.

Upon any such termination, any unused portion of CVCC's funds will be returned to MDLT, and MDLT shall have sole discretion with respect to future use of any remaining CVCC funds. Upon written request of CVCC, MDLT may extend the term of the Agreement for up to twelve (12) months after **February 28, 2029**, upon written notice to CVCC and without formal amendment of this Agreement.

- 10. Audit and Record Retention.** MDLT may request CVCC to provide information of the expenses incurred in the performance of this Agreement. CVCC will retain all records related to the Project for three (3) years after the completion of the Project or such longer period as may be required by Grant Funding. During this period, CVCC will make these records available to MDLT for inspection within a reasonable time, upon MDLT's written request. CVCC will repay any portion of MDLT's Contribution used for expenses other than Allowable Costs as determined by the audit.

CVCC agrees that auditors of the State of California, or their designated representatives, have the right to examine CVCC's records relative to the goods, services, equipment, materials, supplies, or other assistance provided to MDLT for the Project. CVCC agrees to allow the auditors access to such records during normal business hours and to allow interviews of employees who were involved with the Services and who might reasonably have information related to such records provided that Contractor receives reasonable advance notice of such audit.

- 11. Parties' Representatives.** CVCC's Executive Director, or their designee, will be CVCC's representative for all purposes under this Agreement. MDLT's Executive Director or their

designee, will be the representative of MDLT for all purposes under this Agreement. Each Party may change its respective designee by providing written notice to the other Party as provided herein.

12. Indemnification. Neither CVCC nor any officer or employee thereof will be responsible for any costs, expenses, damages or liability occurring by reason of MDLT's negligence, recklessness, or willful misconduct under or in connection with any work, authority or jurisdiction associated with this Agreement. In addition, MDLT will fully indemnify, defend and hold CVCC harmless from any liability imposed for injury (as defined by Government Code Section 810.8) to the extent occurring by reason of MDLT's negligence, recklessness, or willful misconduct under or in connection with any work, authority or jurisdiction delegated to MDLT under this Agreement.

(a) Neither MDLT nor any director, officer, employee, or agent thereof will be responsible for any costs, expenses, damages or liability occurring by reason of CVCC's negligence, recklessness, or willful misconduct in the completion of any work associated with this Agreement. In addition, CVCC will fully indemnify, defend and hold MDLT harmless from any liability imposed for injury (as defined by Government Code Section 810.) to the extent occurring by reason of CVCC's negligence, recklessness, or willful misconduct in the completion of the work, authority or jurisdiction undertaken by CVCC pursuant to this Agreement.

13. No Waiver. The failure of either Party to insist upon the strict performance of any of the terms of this Agreement will not be deemed a waiver of any right or remedy that either Party may have and will not be deemed a waiver of their right to require strict performance of all of the terms thereafter.

14. Notice. Any notice required to be given by either Party, or which either Party may wish to give, shall be in writing and served by personal delivery, email, or sent by certified or registered mail, postage prepaid, addressed as follows:

To CVCC: Coachella Valley Conservation Commission
42-600 Cook Street, Suite 219
Palm Desert, CA 92211

To MDLT: Mojave Desert Land Trust
P.O. Box 1544
Joshua Tree, CA 92252

Notice will be deemed effective on the date personally delivered, or if emailed, upon acknowledgement of receipt by the receiving party, or, if mailed, three (3) days after deposit in the United States mail.

15. Dispute Resolution. If a question arises regarding interpretation of this Agreement or its performance, or the alleged failure of a Party to perform, the Party raising the question or making the allegation will give written notice thereof to the other Party. The Parties will promptly meet at the staff level in an effort to resolve the issues raised. If the Parties fail to resolve the issues raised at the staff level, they will raise the issues at the management level, if

the issues remain unresolved, alternative forms of dispute resolution, including mediation or arbitration, may be pursued by mutual agreement, however there will be no affirmative duty on either Party to participate in such alternative forms of dispute resolution. It is the intent of the Parties to the extent possible that litigation be avoided as a method of dispute resolution.

- 16. Non-Discrimination.** During the performance of this Agreement, CVCC shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability (including HIV and Aids), mental disability, medical condition, reproductive health, decision making, genetic information, marital status, age, sex, gender, gender identity, gender expression, sexual orientation or use of family care leave, medical-care leave or pregnancy-disability leave, or military and veteran status. CVCC shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination and harassment. CVCC shall comply with the provisions of the Fair Employment and Housing Act (FEHA; Government Code Section 12900 et seq.) and applicable regulations (California Code of Regulations, Title 2, Section 110000 et seq.) The regulations of the Fair Employment and Housing Commission regarding implementing FEHA are incorporated by reference into this Agreement and made a part hereof as if set forth in full. CVCC shall give written notice of its obligations under this non-discrimination clause to labor organizations with which CVCC has a collective bargaining or other agreement and shall post in conspicuous places available to employees and applicants for employment, notice setting forth the provisions of this section.
- 17. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained herein and supersedes all prior or contemporaneous agreements, representations, and understandings of the Parties relative thereto.
- 18. Time of the Essence.** Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is a factor. The Parties acknowledge that timely performance of services is essential to maintaining the overall Project schedule and agree to work in a collaborative manner to minimize any delays.
- 19. Amendments.** No alteration or variation of the terms of this Agreement will be valid unless made in writing and signed by both of the Parties hereto, and no oral understanding or agreement not incorporated herein will be binding on any of the Parties hereto.
- 20. Warranty of Authority to Execute Agreement.** Each Party to this Agreement represents and warrants that each person whose signature appears hereon has been duly authorized and has the full authority to execute this Agreement on behalf of the entity that is a Party to this Agreement.
- 21. Severability.** If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, will to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions and provisions of this Agreement, or the application thereof to any person or circumstance, will remain in full force and effect and will in no way be affected, impaired or invalidated thereby.
- 22. Governing Law / Venue.** The laws of the State of California will govern this Agreement, as well as any dispute that might arise between CVCC and MDLT, without regard to conflict of

law provisions. The Parties agree that venue for any lawsuit or legal action arising from this Agreement shall be in Riverside County, California.

23. Captions. The captions and subject headings of this Agreement are included for convenience only and will not affect the interpretation or construction of this Agreement.

24. Survival. The provisions in Sections 10, 12, 15, 21 and 23 shall survive the expiration or termination of this Agreement.

25. Counterparts / Electronic Signature. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but such counterparts together will constitute one and the same instrument. Each Party (i) has agreed to permit the use, from time to time and when allowed by law, of electronic signatures in order to expedite the transaction contemplated by this Agreement, (ii) intends to be bound by electronic signature, (iii) is aware that the other will rely on the electronic signature, and (iv) acknowledges such reliance and waives any defenses (other than fraud) to the enforcement of any document based on the fact that a signature was sent electronically. As used herein, the term “electronic signature” includes any signature sent via email in portable document format (“.pdf”).

WITNESS THE EXECUTION HEREOF the day and year first hereinabove set forth.

Mojave Desert Land Trust, a non-profit
public benefit corporation

**Coachella Valley Conservation
Commission**, a joint powers authority

Jake Wilson
Chief Financial Officer

Tom Kirk
Executive Director

**EXHIBIT A
MDLT
SCOPE OF
WORK**

The MDLT Scope of Work for this Agreement will consist of the following tasks and deliverables for the PID, PA&ED and PS&E Phases of the Structures Project and the following tasks and deliverables for the Supporting Features Project:

I. Tasks Applicable to PID, PA&ED and PS&E Phases of the Structures Project

- (a) Tasks.** MDLT will perform and/or be responsible for the following tasks that apply to all phases under this Agreement:
- i. Serve as project manager for the Project.
 - ii. Ensure completion of required activities necessary to provide the Project Deliverables.
 - iii. Coordinate with Caltrans, CVCC, MDRCD, BLM and other relevant entities as necessary to allow for timely reviews, approvals and submission of the Project deliverables.
 - iv. Retain and manage engineering, environmental and other consultants as needed to complete project tasks and prepare draft project deliverables
 - v. Prepare Request for Cooperative Agreement(s)

II. PID Phase of the Structures Project

- (a) Tasks.** MDLT will perform and/or be responsible for the following tasks to complete PID:

MDLT will provide the following deliverables to complete the PID in accordance with each deliverable's milestone:

- i. Alternatives Analysis
- ii. Conceptual Crossing Development
- iii. Preliminary Environmental Analysis Report
- iv. Draft and Final PSR-PDS

III. PA&ED Phase of the Structures Project

- (a) Tasks.** MDLT will perform and/or be responsible for the following tasks in the PA&ED Phase of the Project:

- i. Data Collection and Base Mapping

- ii. Preliminary Engineering
- iii. Environmental Technical Reports
- iv. Draft and Final Environmental Document (CEQA and NEPA)
 - Statutory Exemption for Restoration Project
 - NEPA Categorical Exclusion
- v. Project Report

IV. PS&E Phase of the Structures Project

- a) **Tasks.** MDLT will perform and/or be responsible for the following tasks in the Plans, Specifications and Estimates Phase:
 - i. Design Level Base Mapping
 - ii. 35% Plans and Estimates
 - iii. Design Level Engineering Technical Report
 - iv. Prepare 65% Plans, Specifications, and Estimates

V. Consultants. MDLT with input from CVCC and MRCD has retained an engineering and environmental consultant to perform any of the activities set forth in this Scope of Work. It may retain other specialists for the purpose of assisting the primary consultant with the wildlife and habitat creation aspects of the project. MDLT will be responsible for managing any consultants it hires and will ensure that each consultant's work meets applicable laws and standards of performance specified in the consultant agreements, including, if necessary, pursuing claims for and resolving design errors and omissions. MDLT will consult with CVCC prior to settling claims and disputes if such settlement has the potential to impact Project cost or schedule. All reports, designs, drawings, plans, specifications, schedules, studies, memoranda, and other documents assembled for or prepared by or for; in the process of being assembled or prepared by or for; or furnished to MDLT under any consultant contract executed pursuant to this Agreement ("**Work Product**") will be made available for CVCCs review. Each Party is entitled to copies of and access to all Work Product during the progress of the Project and upon completion of the Scope of Work or termination of this Agreement. Each Party may retain and use copies of all Work Product produced pursuant to any consultant agreement.

VI. Other Project Management Duties. MDLT will include CVCC staff as an active participant within MDLT's project management process to the same extent that Caltrans, or other governmental partners are included, as appropriate and in accordance with the Scope of Work. MDLT will schedule periodic Project Development Team meetings as agreed upon by the Project team to assess Project progress and any separate meetings with CVCC as necessary to address Project issues that affect CVCC's interests as they arise.

EXHIBIT A-1
CLASSIFICATIONS OF CVCC'S TECHNICAL STAFF

The classifications of CVCC's technical staff authorized to bill on the Project are set forth below. Any additional classifications must be approved by MDLT through the PMP process.

1. Director
2. Assistant Director
3. Program Manager
4. Management Analyst
5. Program Specialist

DRAFT

EXHIBIT B GRANT FUNDING

The Parties agree to carry out their obligations under this Agreement in compliance with the following grants, each as may be amended from time to time:

1. Planning Grant WC-2591 DC dated 02/26/2026 by the Wildlife Conservation Board

DRAFT

ITEM 5D

Coachella Valley Conservation Commission

May 14, 2026



STAFF REPORT

Subject: Update on the Memorandum of Understanding with Desert Hot Springs Police Department

Contact: Will Steichen, Management Analyst – Conservation (wsteichen@cvag.org)

Recommendation: Information

Background: In January 2021, the CVCC authorized a Memorandum of Understanding (MOU) with the City of Desert Hot Springs Police Department to provide law enforcement and code enforcement support on CVCC-managed conservation lands within the City of Desert Hot Springs. The agreement has been extended twice and is currently set to end on June 30, 2026.

The MOU established a framework for Desert Hot Springs Police to support the protection of sensitive habitats and species covered under the Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP) through coordinated enforcement and deterrence activities. Under the agreement, the police department conducts patrols, enforces applicable laws and restrictions, and work in coordination with CVCC staff to address resource impacts such as unauthorized off-highway vehicle (OHV) use, illegal dumping, trespass, and other activities that degrade conservation lands.

During the period of July 1, 2025 through February 28, 2026, the Desert Hot Springs police conducted 10 patrols of CVCC conservation lands, totaling 112 personnel hours. These patrols resulted in five pedestrian contacts, two off-highway vehicle (OHV) users being advised to leave the property, and three vehicle occupants advised that vehicle use is prohibited on CVCC lands. In addition, officers identified multiple abandoned vehicles and deployed the Community Response Team on one occasion. No citations or arrests were made during this reporting period.

Police Lieutenant Chris Saucier will attend the CVCC's May meeting to provide an update on the impact of this MOU.

Fiscal Analysis: There is no additional cost for this update.

The MOU with Desert Hot Springs Police was originally for \$115,000, inclusive of a one-time purchase of a Polaris "Ranger Crew 570-4 Premium" off-road vehicle. The Commission approved Amendment No. 1 in November 2023 to add an additional \$60,000 and a no-cost amendment was executed in November 2025.

The City is reimbursed on a time and materials basis for eligible expenditures consistent with the terms of the MOU. CVCC staff initially anticipated an annual cost not-to-exceed \$30,000 per year. The cost of services from July 1, 2025 through February 2026 was \$10,687.09.

There is \$27,973.62 remaining on the MOU, which expires at the end of June 2026. CVCC staff is still evaluating next steps with the MOU given the development of CVCC's conservation ranger program.

ITEM 5E

Coachella Valley Conservation Commission

May 14, 2026



STAFF REPORT

Subject: Addressing Illegal Dumpsites and Encampments on Conservation Lands

Contact: Erica Felci, Deputy Executive Director (efelci@cvag.org) and Will Steichen, Management Analyst – Conservation (wsteichen@cvag.org)

Recommendation: Authorize the Executive Director to address encampment issues on conservation lands by taking the necessary steps to 1.) partner with Riverside County on an application for the California Department of Housing and Community Development’s Encampment Resolution Funding and 2.) execute any necessary documents, including a right of entry, in order to provide access to CalRecycle for additional state-led remediation on CVCC lands

Background: The CVCC owns large swaths of habitat land across the Coachella Valley. While these lands are ideal habitat for endangered and threatened species, these vacant, open desert properties are also attractive sites for illegal activity. Since 2019, CVCC and its partners have observed increasing challenges with dumping and homeless encampments on these properties, particularly where soft sand dunes, washes, and limited access routes have complicated cleanup efforts and created ongoing health, safety, and environmental concerns. Addressing these issues has been a focus for the CVCC, and staff is now recommending authorization to pursue two funding partnerships that can assist in these efforts.

The first recommended action relates to the state’s Department of Housing and Community Development’s (HCD) Encampment Resolution Funding (ERF) program. As part of California’s broader effort to invest in programs that resolve homelessness, ERF is a competitive grant program that focuses on addressing the safety and wellness of people within encampments by transitioning individuals into interim shelter and then using low-barrier, data driven solutions such as the housing first model to connect them with permanent housing.

In March 2026, HCD released a notice of funding availability for the fifth round of ERF, which will make \$93 million available. Applications are being accepted on a rolling basis until June 30, 2026, or until funds are depleted, whichever occurs first. Eligible applicants include counties, cities and Continuums of Care. Riverside County has been successful in securing ERF funding for three rounds, including more than \$12 million to deliver services in the San Jacinto River bottom that helped more than 180 individuals. The City of Palm Springs also received ERF funds in 2024, with more than \$5.1 million coming to the City to address homelessness in areas such as the Tahquitz Creek stormwater channel.

In April 2026, in an aim to distribute grant funding across the county, Riverside County Housing and Workforce Solutions staff approached the Coachella Valley Association of Governments (CVAG) staff about their intent to apply for the current round of ERF with an eye on bringing funds to the County’s Fourth District this year. Initial conversations have identified a partnership that would address encampments on CVCC lands utilizing partnerships with CVAG’s CV Housing First program and other programs. Staff is still finalizing the scope of a grant application, but it will likely involve the CVCC’s lands in unincorporated communities, which can be considered an

“encampment zone” under the grant requirements, as well as encampments along Interstate 10 and Highway 111. Given the timing and rolling application, the CVAG Executive Committee in April authorized the CVAG’s Executive Director be authorized to take the steps necessary to partner with Riverside County to apply for this ERF funding. Staff is now recommending the CVCC provide the same authorization.

The second part of the staff recommendation relates to the California Department of Resources Recycling and Recovery (CalRecycle). In 2025, the CVCC undertook a massive cleanup on land in and near the City of Desert Hot Springs through a \$500,000 grant from CalRecycle’s Illegal Disposal Site Abatement Grant Program. Based on the success of this cleanup, CalRecycle staff has offered to expand this partnership by implementing additional state-led remediation on CVCC-owned lands. CalRecycle administers the Solid Waste Disposal and Codisposal Site Cleanup Program under Public Resources Code (PRC) Sections 48020–48028, which provides state-led remediation to address illegal dumping and hazardous waste at qualifying sites.

Through this partnership, CalRecycle will conduct cleanup activities on CVCC-owned lands to remove debris and hazardous materials that threaten sensitive habitat, species, and public health. Work will occur within the following Conservation Areas: Thousand Palms, Indio Hills, East Indio Hills, Edom Hill, Willow Hole, Upper Mission Creek/Big Morongo Canyon, and the Stormwater Channel and Delta. Initial efforts will focus on illegal dumping sites without active encampments to allow for efficient implementation, while sites involving encampments will be addressed in future phases following appropriate coordination and outreach.

Staff anticipates that the ERF and CalRecycle opportunities could be used in partnership to make a widespread impact on conservation lands. Staff recommends the Executive Director be authorized to partner with the County for the ERF funding, and to take any steps needed to collaborate with CalRecycle, including executing documents such as a Right of Entry to allowing CalRecycle to access CVCC properties and proceed with remediation.




Fiscal Analysis: There is no additional cost to CVCC for applying for the ERF funding. Riverside County would serve as the lead applicant, and both CVCC and CVAG can use existing staff time to cover any coordination.

For the CalRecycle partnership, CVCC will provide in-kind matching support through staff time for coordination, access, and oversight, as well as future conservation ranger patrols for prevention and monitoring. No additional direct funding from CVCC is required.

ITEM 6A

**COACHELLA VALLEY CONSERVATION COMMISSION
FY2025-2026 ATTENDANCE RECORD**

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

Absent 
 Present 
 No Meeting 

ITEM 6B

Coachella Valley Conservation Commission

May 14, 2026



STAFF REPORT

Subject: Contracts under Executive Director's signing authority

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

Recommendation: Information

Background: The following contract was signed by the CVCC Executive Director under his signature authority since the Commission last met in April 2026:

1. A no-cost contract amendment was executed with Economic & Planning Systems, Inc. to extend the term through July 31, 2026 for the Local Development Mitigation Fee (LDMF) Nexus Study Update project.

Fiscal Analysis: There is no additional cost for CVCC associated with the Economic & Planning Systems, Inc. amendment.

ITEM 6C

Coachella Valley Conservation Commission

May 14, 2026



STAFF REPORT

Subject: Acquisition Status Report

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

Recommendation: Information

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

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

Since its April meeting, CVCC has closed on the following parcels:

- Thousand Palms: Assessor Parcel Number (APN) 648-160-006 (4.86 acres)
- Thousand Palms: APN 648-170-002 (5.14 acres)

CVCC Commissioners have also inquired about the status of tax-default sales. In 2023, the US Supreme Court handed down the decision *Tyler v. Hennepin County, Minnesota, et al.*, finding that public agencies could not retain any revenues from tax-default sales that exceeded the sum total of delinquent taxes owed. The Riverside County Treasurer-Tax Collector has re-initiated its tax-default sales, but is now requiring an appraisal of fair market value for each individual parcel at the time of application. The time and financial resources required to obtain individual appraisals for parcels that may yet be redeemed make participation in tax-default sales a far more uncertain proposition. As such, CVCC staff, along with local conservation partners, are re-evaluating the utility of continued participation in the tax-default sale process.

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

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS SCHEDULE OF MEETINGS

FISCAL YEAR 2026/2027



STANDING COMMITTEES & GOVERNING BODIES	DAY	TIME	JULY (Dark)	AUG (Dark)	SEPT	OCT (Dark)	NOV	DEC (Dark)	JAN	FEB	MAR (Dark)	APR	MAY	JUN
EXECUTIVE COMMITTEE	Last Monday	4:30 p.m.	-	-	28	-	30	-	25	22	-	26	H June 7	28
TRANSPORTATION COMMITTEE	1 st Monday	10:00 a.m.		-	H Aug 31	-	2	-	4	1	-	5	3	7
ENERGY AND SUSTAINABILITY COMMITTEE	2 nd Thursday	12:00 p.m.	-	-	10	-	12	-	7	11	-	8	13	10
PUBLIC SAFETY COMMITTEE	2 nd Monday	9:00 a.m.	-	-	14	-	9	-	11	8	-	-	10	14
HOMELESSNESS COMMITTEE	3 rd Wednesday	10:00 a.m.	-	-	16	-	18 9:30 am	-	20	17	-	21	19	16
GENERAL ASSEMBLY	Last Monday in June	6:00 p.m.	-	-	-	-	-	-	-	-	-	-	-	28
COACHELLA VALLEY CONSERVATION COMMISSION	2 nd Thursday	10:30 a.m.	-	-	10	-	12	-	14	11	-	8	13 11 am	10
DESERT COMMUNITY ENERGY	3 rd Monday	3:00 p.m.	-	-	21	-	16	-	H Jan 11	H Feb 8	15	-	17	21
COACHELLA VALLEY POWER AGENCY	Last Monday	3:00 p.m.	-	-	28		30	-	25	22		26	-	21*

H = Holiday * = Special Meeting

AGENDAS CAN BE FOUND AT: www.cvag.org.

UPDATED: May 1, 2026

PLEASE NOTE: When it becomes necessary to have a special meeting or to change the date of a meeting, committee members will be alerted and the change will be noted on the CVAG website calendar.